



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 22, 1998

#98-13

COUNTY ENGINEERS/SUPERINTENDENT OF HIGHWAYS

The County Engineer's Salary Program was established in 1993 to aid counties in paying a reasonable professional salary for county engineers. Due to some recently enacted state legislation, the Comptroller's office has requested changes to the standard agreement utilized for this program.

The joint county-state standard agreement entitled "Agreement for County Engineer's Salary" has been updated to include the following changes:

- The addition of a termination date which should be six years (or less) from the date of execution.
- A three-year record retention requirement instead of the former five years.
- The addition of a contingency clause. (This is a statement insuring payment by the local agency in the event state or federal funds are not available.)

The new agreement is required for all new program members. For those counties currently participating in the program, a new agreement will be required at the time the annual resolution is due.

This agreement supersedes all previous changes pertaining to the "Agreement for County Engineer's Salary." If you have any questions regarding this matter, please call Dan Freeman at (217) 785-5178.

Very truly yours,

A handwritten signature in cursive script that reads "Darrell W. McMurray".

Darrell W. McMurray, P.E.
Engineer of Local Roads and Streets

Agreement for County Engineer's Salary

This agreement, by and between the DEPARTMENT OF TRANSPORTATION, State of Illinois, hereinafter called the DEPARTMENT, and the COUNTY OF _____, of the State of Illinois, hereinafter called the COUNTY.

WHEREAS, the COUNTY has elected to use the Illinois Association of County Engineer's/ Illinois Department of Transportation's recommended salary schedule to determine the County Engineer's annual salary and has agreed that the minimum salary shall be at least ninety-five (95%) of the recommended salary:

WHEREAS, the COUNTY desires to transfer Surface Transportation Program funds to the DEPARTMENT in return for State funds to be used by the COUNTY to pay a portion of the County Engineer's salary, an amount not to exceed fifty percent (50%) of the County Engineer's annual salary:

NOW THEREFORE, for and in consideration of the covenants and agreements herein contained, the parties agree as follows:

THE COUNTY AGREES:

1. That it will provide the DEPARTMENT with a resolution passed by the County Board authorizing the transfer of the COUNTY's Surface Transportation Program Funds to the State for an equal amount of State Funds
2. That it will deposit the State funds in the COUNTY's Motor Fuel Tax account.
3. An annual resolution appropriating funds for the payment of the County Engineer's annual salary shall be submitted to the DEPARTMENT along with the resolution authorizing the amount of Surface Transportation Program funds to be transferred.
4. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review by the DEPARTMENT and/or Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

THE DEPARTMENT AGREES:

1. To accept the COUNTY's Surface Transportation Program funds and make an equal amount of State funds available to the COUNTY for deposit in the COUNTY's Motor Fuel Tax account.
2. That payment of the State funds to the COUNTY will be made each year upon receipt of the COUNTY's resolution transferring their Surface Transportation Program funds and appropriating their Motor Fuel Tax or other funds for payment of their County Engineer's salary.

IT IS MUTUALLY AGREED:

1. That this agreement shall remain in full force and effect for a period of six years from the date of execution unless terminated by either party upon 30 days written notification by either party. The agreement shall be temporarily suspended during any period the COUNTY does not have sufficient Surface Transportation Program funds available to be transferred.
2. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the purpose contemplated herein.

Executed by the COUNTY this _____ day of _____, _____.

(month) (year)

_____ County, State of Illinois, acting by and through its County Board.

By: _____
Chairperson of the County Board

Executed by the DEPARTMENT this _____ day of _____, _____.

(month) (year)

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION

Director of Highways