

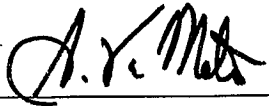
Resolution 11-1

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92, Sangamon County wishes to enter into an Intergovernmental Agreement for the purposes of creating, administering and funding a Minority Participation Plan (MPP); and


WHEREAS, the primary focus of the MPP is to coordinate with the Illinois Department of Transportation to offer pre-qualification assistance to local qualified minority firms wishing to bid on construction contracts associated with the Springfield Rail Improvement Project as part of the Disadvantage Business Enterprise program and to identify and encourage minority students to pursue a career in engineering by establishing workshops, mentoring, internships and other methods to encourage successful participation; and

NOW, THEREFORE BE IT RESOLVED, by the members of the Sangamon County Board, in session this 10th day of December, 2013, that Sangamon County will join the City of Springfield in creating, administering and funding a Minority Participation Plan, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 1-92 of the Act, 20 ILCS 3855/1-92.

Respectfully Submitted,



RECEIVED
DEC 05 2013
Paul Palazzolo
SANGAMON COUNTY AUDITOR

FILED
DEC 05 2013

Sangamon County Clerk

INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Cooperation Agreement ("Agreement") is entered into effective November __, 2013, between the City of Springfield, Illinois ("City") and the County of Sangamon, Illinois ("County").

R E C I T A L S

- A. The City is a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.
- B. The County is a unit of local government organized and existing under the laws of the State of Illinois.
- C. The City previously engaged Hanson Professional Services, Inc. ("Hanson") to perform preliminary design of the Springfield Rail Improvements Project for an area of approximately 4.75 miles from south of Sangamon Avenue to north of Stanford Avenue ("Project").
- D. The purpose of this Intergovernmental Agreement is to provide funding for the creation and implementation of a Minority Participation Plan ("MPP") to be administered and managed by Hanson for the duration of the Project, the scope of which is more particularly described in the proposed agreement attached hereto as Exhibit 1.
- E. The costs of the MPP are estimated at \$60,000 per year, to be funded by equal contributions of \$20,000 per year by the City, the County and Hanson.
- F. It is in the best interests of the City and the County to fund the MPP as the plan will, among other benefits, create unique opportunities for minority middle and high school students, and college-aged students who reside in the City and the County to obtain engineering and design experience.
- G. The parties are authorized to enter into this Agreement by, among others, the Intergovernmental Cooperation Clause of the Illinois Constitution (Ill. Const., Art. VII, §10), and the Intergovernmental Cooperation Act, 5 ILCS 220.

A G R E E M E N T

1. The foregoing recitals are incorporated into and form part of this Agreement.
2. The City and County agree to each pay the sum of \$20,000 per year to fund the MPP.

The initial term of the MPP Agreement shall be two years, from January 1, 2014 through December 31, 2015. Nothing in this Agreement shall preclude the parties from extending the MPP and their respective commitments to the MPP for an additional term or terms.

3. Upon approval of this Agreement by the Springfield City Council and the Sangamon County Board, the City and the County shall each deposit \$20,000 (total of \$40,000) into a separate fund ("Fund") to be maintained and administered by the City to provide funding for creation and implementation of the MPP. Pursuant to Hanson's agreement with the City, Hanson shall contribute the remaining \$20,000 to complete funding for the first year. All deposits shall be made on or before December 31, 2013. Thereafter, the Fund shall be replenished in a similar fashion by the City, County and Hanson on or before December 31 for each successive year of the MPP .

4. In the event total costs of the MPP exceed \$60,000 per year, the City and County agree to cooperate with each other and Hanson to discuss and negotiate whether additional funding should be provided and/or modifications to the MPP should be implemented.

5. Each party represents that the individual signing this Agreement has the lawful authority to execute this Agreement on its behalf and to bind it to the terms and conditions of this Agreement.

SANGAMON COUNTY

CITY OF SPRINGFIELD

By: _____
Andy Van Meter,
Chairman of Sangamon County Board

By: _____
Mike Houston,
Mayor of Springfield