

FILED

APR 05 2018

Don J. Hays
Sangamon County Clerk

14-1

AGREEMENT BETWEEN

SANGAMON COUNTY
AND

THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION
FOR THE PURPOSES OF ECONOMIC DEVELOPMENT

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MAR 26 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

THIS AGREEMENT by and between Sangamon County, hereinafter called the "the County" and **THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION**, hereinafter called "the EDC".

WHEREAS, the County and the EDC desire to cooperate for the purpose of attracting new businesses and promoting and facilitating the retention and expansion of existing businesses within Sangamon County; and,

WHEREAS, the County desires to engage the EDC to provide certain technical and professional services described in the attached "Program of Work;"

NOW, THEREFORE, it is agreed as follows:

**ARTICLE I
SCOPE OF THE WORK**

The EDC and other public and private sector partners shall develop and implement economic development programs designed to facilitate the retention and expansion of area employers and attraction of new business. These initiatives are outlined further in the attachment labeled: "Program of Work."

Toward the performance of this program of work, the EDC agrees to provide technical, professional, and administrative assistance and support services as set forth below:

- A. With the advice and consent of the Board of Directors of the EDC, prepare annual objectives and regular performance reports to the County, based upon the Program of Work and mutually agreeable performance measurements.
- B. Maintain staff dedicated solely to carrying out the Program of Work.
- C. Provide office space, equipment, supplies, and support services necessary to carry out the Program of Work.
- D. Maintain financial records (books, records and supporting documents) for the EDC, which shall be available for review and audit by the County at all reasonable times.
- E. The EDC must be audited annually by an independent CPA, licensed in the State of Illinois, in accordance with auditing standards generally accepted in the United States. The EDC must provide to the County copies of its annual audit, any associated management letters and corrective actions for any reported findings or control weaknesses. The EDC must also respond to any questions the County may have regarding the audit and management letter.
- F. The EDC is required to establish a system of fiscal and administrative internal controls to ensure that its funds, property and other assets and resources are safeguarded against waste, lost, unauthorized use and misappropriation. The internal controls must ensure that the EDC's financial and administrative reports are reliable and its operations are efficient and effective. The County has the right to review and evaluate the EDC's system of internal and administrative controls. The EDC shall work with the County to resolve any potential weaknesses identified in such evaluations in a mutually agreeable manner.

**ARTICLE II
OTHER ACTIVITIES**

It is recognized by the County that the nature of regional economic development work makes it possible that other unanticipated opportunities may present themselves, or proposed activities may be edited or deleted to accommodate the overall success of the Program of Work. The EDC will promptly communicate with the County regarding any proposed changes.

**ARTICLE III
PUBLIC COMMUNICATION**

It is recognized by the County that the essence of the EDC's work will often need to be done in a private and confidential manner, and will often involve sensitive and confidential information about private businesses and private individuals. The County respects the inclusion of public funds in the EDC and also recognizes that an informed public is in the best interests of the EDC. As such, the EDC should adopt a formal plan for providing public information, including public input, and should seek to engage the broad section of the community in its work.

**ARTICLE IV
COMPENSATION TO THE EDC**

In recognition of the need for the public sector's partnership with the private sector in the direction and implementation of a strategic plan for the economic development of Sangamon County, and for performance of the services described in ARTICLE I and the Program of Work, the County shall annually compensate the EDC \$500,000, to be provided in quarterly payments.

**ARTICLE V
Notices**

Any notice, approval, acceptance, request, bill, demand or statement under the Agreement from either party to the other shall be in writing and shall be deemed to have been given when either delivered personally or deposited in a mailbox in a postage-prepaid envelope, addressed to the other party at the below address. Either party may at any time change that address by delivering or mailing, as mentioned, to the other party a notice stating the change and the changed address.

To the County:	Hon. Andy Van Meter Chairman Sangamon County Board 200 South Ninth Street Springfield, Illinois 62701	To the EDC:
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**ARTICLE VI
Term and Termination**

The term of this Agreement shall be for the time period commencing April 10, 2018 and ending December 31, 2018. If, at any time, either party in its sole discretion desires to suspend or terminate either party's performance under this agreement, it may notify the other party in writing of such fact and that other party shall immediately suspend or terminate its performance. In the event of such suspension or termination, the County shall not be liable for any costs, expenses or damages other than that for work actually performed prior to notice of suspension or termination and the EDC shall return any unused funds remaining from the quarterly payments previously paid by the County.

**ARTICLE VII
Nondiscrimination in Employment**

The EDC agrees to adhere to the provisions in the County's collective administrative rules relating to nondiscrimination in employment, which shall constitute the affirmative action program of this agreement.

**ARTICLE VIII
Relationships**

The performance of the EDC's services under this Agreement shall be in the capacity of an independent contractor and not as an officer, agent or employee of the County.

**ARTICLE IX
Applicable Laws and Policies**

In the performance of this Agreement, the EDC shall abide by and conform to any and all laws of the United States and the State of Illinois.

**ARTICLE X
Assignment**

The EDC shall not assign this Agreement to any person, firm or corporation without the written consent of the County, nor shall this Agreement be assignable or transferable by any process or proceeding in court or by judgment execution, receivership, proceedings in insolvency or bankruptcy, either voluntary or involuntary.

**ARTICLE XI
Certification**

- A. The EDC certifies that it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Sections 33E-3 or 33E-4 of the Illinois Criminal Code.
- B. The EDC certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If the EDC has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and is in compliance with that Agreement, it shall so state.

**ARTICLE XII
Entire Agreement**

This agreement does not authorize an expenditure of the County funds in excess of the amount authorized by the Sangamon County Board unless the Sangamon County Board approves an additional expenditure. The EDC agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the County exceeds the amount authorized by the Sangamon County Board.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed (date)_____.

ATTEST:

SANGAMON COUNTY

Brian McFadden
County Administrator

Hon. Andy Van Meter
Chairman, Sangamon County Board

THE LAND OF LINCOLN ECONOMIC DEVELOPMENT CORPORATION

Chairman of the Board

Secretary of the Board

PROGRAM OF WORK

Sangamon County (the County) and the Land of Lincoln Economic Development Corporation (the EDC) desire to cooperate for the purpose of attracting new businesses and promoting and facilitating the retention and expansion of existing businesses within Sangamon County. The County desires to engage the EDC to provide certain technical and professional services described in the following Program of Work.

REGIONAL ECONOMIC DEVELOPMENT VISION

- Establish a regional economic development vision, working with all community entities.
- Establish goals and objectives to support the regional economic development vision.
- Develop strategies to achieve the goals and objectives of the regional economic development vision.
- Manage and coordinate the regional economic development vision.

JOB RETENTION AND CREATION

- Identify targeted industry recruitment and growth sectors.
- Identify growth opportunities with existing businesses.
- Oversee and provide guidance for a regional business retention program.
- Create and consider mechanisms for enhanced access to capital for regional economic development projects.
- Ongoing evaluation and analysis of all infrastructure needs (transportation, water, electric, sewer, gas, telecom, etc.) necessary for the regional economic development plan.

MARKETING

- Develop and implement an external marketing plan, including a social media strategy, based upon the regional economic development plan.
- Establish a "one-stop shop" for those entities seeking economic development related data and services and/or assistance in coordinating efforts that may involve local governments or other local entities.

WORKFORCE DEVELOPMENT AND DIVERSITY

- Evaluate and provide input, guidance and leadership on workforce development policy at all levels of government, including funding mechanisms for workforce development needs.
- Create strategies to link on-going and/or proposed workforce development efforts and programs with those targeted industries identified in the regional economic development plan.
- Identify and engage in an ongoing and regular basis with those groups that have not been traditionally involved in past economic development processes, such as ethnic minorities, women and young people, and create strategies focused on the retention and growth of these populations in order to ensure a diverse and viable regional economy.

WORKING COUNCILS

- Establish working councils, with each assigned a specific area of the regional economic development plan to focus on and to provide support services.
- Identify actionable items for each working council in order to meet the goals of their portion of the regional economic development plan.
- Evaluate the success of the working councils to determine if their goals are being met and all actionable items are being conducted.

It is recognized by the County that the nature of regional economic development work makes it possible that other unanticipated opportunities may present themselves, or proposed activities may be edited or deleted to accommodate the overall success of the Program of Work. The EDC will promptly communicate with the County regarding any proposed changes.

Agreement Between

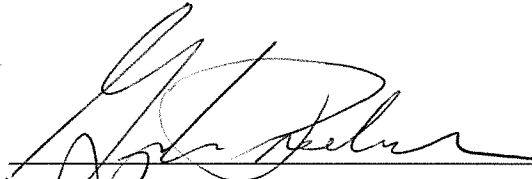
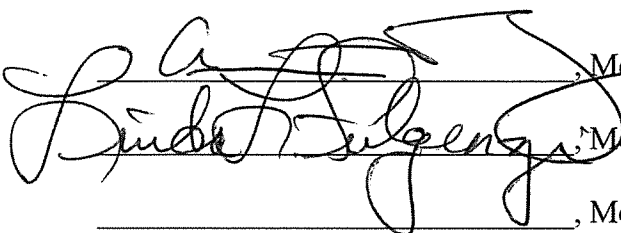
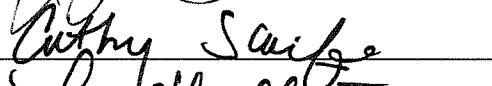
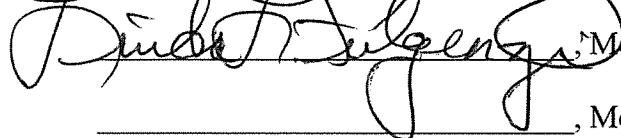


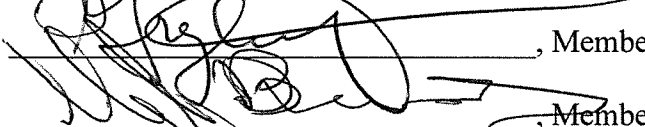
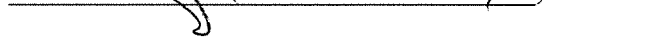
Sangamon County
and

The Land of Lincoln Economic Development Consortium

For the Purposes of Economic Development

March 27, 2018

Finance Committee

	Chairman		Member
	Member		Member
	Member	_____	Member
	Member	_____	Member
	Member	_____	Member
	Member	_____	Member