

Joint Resolution to Incorporate Menard County into the Sangamon County Educational Service Region and Intergovernmental Agreement for Consolidation

No. 16-1

Whereas, Section 3A-4 of the School Code (105 ILCS 5/3A-4) provides that after July 1, 2015, each educational service region must contain at least 61,000 inhabitants;

Whereas, before June 30, 2013, regions may be consolidated voluntarily by joint resolution of the county boards of regions seeking to join a voluntary consolidation, effective, July 1, 2015, to meet the population requirement of section 3A-4 of the School Code;

Whereas, Menard County is part of the Mason-Logan-Menard Educational Service Region;

Whereas, Menard County has less than 61,000 inhabitants as determined by the 2010 Federal Census;

Whereas, the Menard County Board seeks to join a voluntary consolidation into an educational service region comprised of Menard and Sangamon Counties which said region has at least 61,000 inhabitants;

Whereas, the Menard and Sangamon County Boards may jointly approve the consolidation of Menard County into an educational service region comprised of Menard and Sangamon Counties;

Whereas, Section 10 of Article VII of the Illinois Constitution and Section 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) authorize the counties of Menard and Sangamon to enter into agreements to exercise, combine, or transfer any power or function not prohibited by law and ordinance;

Whereas, the County of Sangamon is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes;

Whereas, the County of Menard is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes;

Whereas, a voluntary consolidate of the Educational Service Regions will provide for a cost effective delivery of mandated service by the Regional Superintendent of Schools and the Region Office of Education; and,

FILED

APR 24 2013

Joe Aiello
Sangamon County Clerk

RECEIVED

APR 23 2013

Paul Palazzolo
SANGAMON COUNTY AUDITOR

Whereas, Sangamon County and Menard County have a relationship of past cooperation and goodwill for delivery of services to residents of each county with similar needs; and

NOW, THEREFORE, BE IT RESOLVED, that the Sangamon County Board this 14th day of May, 2013, hereby approves of the voluntary consolidation of Menard County and Sangamon County into an educational service region comprised of Sangamon and Menard Counties, effective July 1, 2015 and upon execution by Menard and Sangamon Counties of the Sangamon and Menard consolidation IGA attached hereto, to meet the population requirement of section 3A-4 of the School Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Sangamon County Board hereby approves the Menard-Sangamon County Education Services Region Intergovernmental Cooperation Agreement attached hereto, marked Exhibit "A" and made a part hereof.

Respectfully Submitted

Andy Holman

Jayah Musgrave

John Burrell

[Signature]

Sam Montalbano

[Signature]

John Fulgenzi

Sue Darsko

[Signature]

[Signature]

Sangamon County Board Chairman

Date

Attest:

Sangamon County Clerk

Date

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND
THE COUNTY OF MENARD FOR THE VOLUNTARY
CONSOLIDATION OF EDUCATIONAL SERVICE REGIONS**

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 and 5 of the Intergovernmental Cooperation Act (5 ILCS 220/3 and 220/5) authorize the counties of Menard and Sangamon to enter into this agreement; and

WHEREAS, the County of Sangamon is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes; and

WHEREAS, the County of Menard is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes; and

WHEREAS, the Educational Service Regions Act, 105 ILCS 5/3 A, provides for mandatory consolidation of Educational Service Regions by the State Board of Education absent a voluntary consolidation pursuant to same by the counties; and

WHEREAS, a voluntary consolidate of the Educational Service Regions will provide for a cost effective delivery of mandated services by the Regional Superintendent of Schools and the Regional Office of Education; and

WHEREAS, Sangamon County and Menard County have a relationship of past cooperation and goodwill for delivery of services to residents of each county with similar needs; and

WHEREAS, by nature of these agreements and by individual resolutions presented to their respective County Boards the Parties desire a voluntary consolidation of Educational Service Regions in each County pursuant to the Educational Service Regions Act, 105 ILCS 5/3A.

NOW THEREFORE, it is agreed through the parties hereto as follows:

Section 1. Authority to Enter into Agreement.

Each of the Parties consents and agrees that it has the authority to enter into this agreement and to perform all of its duties and obligation hereunder..

Section 2. Resolution to Consolidate.

Each of the parties consents and agrees that it will pass the necessary resolution and perform the legal requirements for consolidation of the Educational Service Regions for the respective County .

Section 3. Regional Office of Education Services and Funding.

Sangamon County consents and agrees to pass the necessary resolutions and approve the necessary budget to adequately provide for statutory mandated services pursuant to Article 3A of the Illinois School Code and 105 ILCS 5/3-15 of the Illinois Compiled Statutes for the delivery of mandated services in the Consolidated Educational Service Regions encompassing Sangamon and Menard Counties.

Menard County consents and agrees to pass the necessary resolutions to fund as passed by Sangamon County the Menard-Sangamon County Educational Service Region budget, to

provide for statutory mandated services pursuant to Article 3A of the Illinois School Code and 105 ILCS 5/3-15 of the Illinois Compiled Statutes of the delivery of mandated services in the Consolidated Educational Service Region encompassing Sangamon and Menard Counties in the following amounts:

a. That for the FY2015 Menard County shall contribute an amount of equal to 11% of Sangamon County's budget for the Educational Service Region prorated to 5/12ths or 42% (to cover the 5 months of July, August, September, October, and November 2015).

b. That for FY2016 Menard County shall contribute an amount equal to 11% of the combined Menard-Sangamon County Education Service Region budget which shall be paid quarterly to Sangamon County by the 1st of January, April, June, and September of that year.

c. That for FY2017 Menard County shall contribute an amount equal to 11% of the combined Menard-Sangamon County Education Service Region budget which shall be paid quarterly to Sangamon County by the 1st of January, April, June, and September of that year.

d. That for FY2018 Menard County shall contribute an amount equal to 10% of the combined Menard-Sangamon County Education Service Region budget which shall be paid quarterly to Sangamon County by the 1st of January, April, June, and September of that year.

e. That for FY2019 Menard County shall contribute an amount equal to 10% of the combined Menard-Sangamon County Education Service Region budget which shall be paid quarterly to Sangamon County by the 1st of January, April, June, and September of that year.

Section 4. Mutual Cooperation.

The Parties intend and desire a collaborative effort to serve the needs of the residents. The Parties will seek to make available to one another and share their respective knowledge and

expertise. The parties will seek to identify and jointly solicit additional sources of funding, including without limitation, corporate and governmental grants, that may from time to time become available to support the Consolidated Educational Service Region.

Section 5. Specific Performance.

The Parties recognize and agree that in the event that either party fails or refuses to complete its obligations hereunder, the aggrieved party, at its option, shall be entitled to the remedy of specific performance. This provision shall not be construed to limit or restrict an aggrieved parties other legal or equitable remedies in the event of breach or default hereof by either party.

Section 6. Substantial breach.

In the event that one party believes the other to be in substantial breach or default under this Agreement, that party acting through its chief administrator, shall notify the other party in writing and allow the other party thirty (30) days from the date of receipt of the notice to cure the breach or default. If the breach or default is not then cured, the party having sent the notice may, at its option, have all remedies available at law or in equity. No waiver of any breach or default shall be implied by the failure of either party to give notice, and no express waiver shall affect any other default except the one specified in the waiver.

Section 7. Construction.

The provisions of this Agreement have been negotiated, written and reviewed by both parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a party merely because that party was or is the principal drafter thereof.

Section 8. Assignment.

This Agreement and the rights, obligations and duties of the parties hereto shall not be assignable or otherwise transferable without the prior written consent of each party hereto.

Section 9. Modification.

No provisions contained herein may be modified, amended or waived except by written agreement or consent signed by both parties.

Section 10. Successors.

This Agreement shall inure to the benefit of and shall be binding upon the successors of the parties' respective boards and/or councils.

Section 11-. Severability.

If any portion of this Agreement is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

Section 12. Rights and Remedies Cumulative.

The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

Section 13. Third Party Beneficiaries.

This Agreement shall not create any rights for the benefit of any third party.

Section 14. Entire Agreement.

This document together with all exhibits attached hereto which are made a part hereof, constitute the entire agreement of the parties and supersede any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

Section 15. Contract Term.

That this agreement shall terminate November 30, 2019.

This agreement is entered into this _____ day of _____, 2013, by the County Boards of Sangamon and Menard Counties.

County of Sangamon

By: _____
County Board Chairman

County of Menard

By: _____
County Board Chairman