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**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND
THE VILLAGE OF MECHANICSBURG REGARDING DESIGNATION OF
LANDMARKS AND PRESERVATION DISTRICTS**

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois, and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that Sangamon County, herein referred to as the County, may enter into an intergovernmental agreement with another unit of local government to obtain or share services; and,

WHEREAS, the County has the power, if authorized by the (City/Village), to designate certain structures within the boundaries of the (City/Village) as county landmarks or preservation districts in accordance with Section 17 of the Illinois County Historic Preservation Law, 55 ILCS 5/5-30004(17); and,

WHEREAS, the Village Of Mechanicsburg has made a formal request to the County and County Board for the County's duly authorized historic preservation commission to designate Landmarks and Preservation Districts; and,

WHEREAS, the County has the resources through its Sangamon County Historic Preservation Commission (SCHPC) to designate Landmarks and Preservation Districts for the Village Of Mechanicsburg; and,

WHEREAS, the Village Of Mechanicsburg Code of Ordinances designates the County of Sangamon or the County's duly authorized commission to designate Landmarks and Preservation Districts within the Village Of Mechanicsburg.

THEREFORE, IT IS HEREBY AGREED as follows:

1. The County or duly authorized commission shall designate Landmarks and Preservation Districts for the Village Of Mechanicsburg, IL.
2. If applicable, the Village of Mechanicsburg shall amend its Code of Ordinances to limit the role of the County or the County's duly authorized commission to review and approve Landmark and Preservation District applications for properties located within the Village Of Mechanicsburg.
3. This Agreement is effective from the date first executed and will remain in effect for a period of one (1) year. This Agreement shall be automatically extended for additional one (1) year periods, unless notice of termination is received at least 10 days in advance of the renewal date. Either party may terminate this Agreement upon (10) days written notice to the other party. Neither party is obligated by this Agreement to execute any contract resulting from cooperative efforts unless said contract is approved pursuant to each party's contract approval process.

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Don / [Signature]

4. The County or the County's duly authorized commission shall report to the Village Of Mechanicsburg each time it receives an application for a Landmark or Preservation District, providing the Village Of Mechanicsburg with digital copies of the application, the initial report and recommendation of the Sangamon County Historic Preservation Commission, and the ordinance acted on by the Sangamon County Board.

5. The Requesting entity agrees to defend, indemnify and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses (including reasonable attorneys' fees), suits, actions or damages that may arise out of the execution of this work.

6. Relationship of Parties. The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

7. Assignment. This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of all parties.

8. Governing Law. This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

9. Amendments. No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto.

10. All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail.

11. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

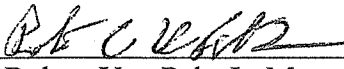
12. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.




JUN 05 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

CITY/VILLAGE OF MECHANICSBURG, ILLINOIS

BY: 
Robert Van Pelt, Jr. Mayor

Attest:


Amy Billbe, Clerk of the
Village of Mechanicsburg

5-17-18
Date

COUNTY OF SANGAMON, ILLINOIS

BY: _____
Sangamon County Chairman

Attest:

County Clerk

Date