

4-1

SECOND EXTENSION AND AMENDMENT
TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF SANGAMON AND THE COUNTY OF MENARD REGARDING
THE MENARD-SANGAMON EDUCATIONAL SERVICE REGION

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 and the County of Menard are units 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, on June 11, 2013, the County of Menard and the County of Sangamon entered into an INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANGAMON AND THE COUNTY OF MENARD FOR THE VOLUNTARY CONSOLIDATION OF MENARD COUNTY INTO THE MENARD-SANGAMON EDUCATIONAL SERVICE REGION (herein the "Initial IGA," a copy of which is attached hereto as Exhibit 1) with an expiration date of November 30, 2022; and

WHEREAS, through an agreement entered into on November 12, 2019 (a copy of which is attached hereto as Exhibit 2), the Initial Agreement's term was extended to November 30, 2022, and the County of Menard's required contributions to the County of Sangamon during the extended term were set forth; and

WHEREAS, through this agreement, the County of Menard and the County of Sangamon desire to once more extend the term of the Initial IGA by an additional three years

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Sangamon County Clerk

and set forth the County of Menard's required contributions to the County of Sangamon during this second, term.

NOW THEREFORE, the parties to this agreement, the County of Menard and the County of Sangamon, agree as follows:

1. The term of the Initial IGA is extended by an additional three years; thus, it shall terminate on November 30, 2025.

2. The parties hereto shall be bound by all provisions of the Initial IGA through November 30, 2025, and, additionally, by the following provision: That for FY2023, FY2024, and FY2025, the County of Menard shall contribute an amount equal to 11% of the combined Menard-Sangamon County Education Service Region budget which shall be paid quarterly to the County of Sangamon by the 1st of January, April, June, and September of 2023, 2024, and 2025.

This agreement is entered into this 13 day of September, 2022.

County of Sangamon

By: _____
County Board Chairman

County of Menard

By: _____
County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND
THE COUNTY OF MENARD FOR THE VOLUNTARY
CONSOLIDATION OF MENARD COUNTY INTO THE MENARD-SANGAMON
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 consolidation of Menard County with the Sangamon County 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 Menard County with the Sangamon County Educational Service Region 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 11th day of June, 2013, by the County Boards of Sangamon and Menard Counties.

County of Sangamon

By: 
County Board Chairman

County of Menard

By: 
County Board Chairman

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND
THE COUNTY OF MENARD REGARDING THE
MENARD-SANGAMON EDUCATIONAL SERVICE REGION**

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

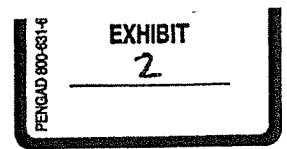
WHEREAS, the County of Sangamon is a unit of local government organized and existing under the laws of the Constitution of the State of Illinois and Chapter 55 of the Illinois Compiled Statutes; and

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, on June 11, 2013, the County of Menard and the County of Sangamon entered into an INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANGAMON AND THE COUNTY OF MENARD FOR THE VOLUNTARY CONSOLIDATION OF MENARD COUNTY INTO THE MENARD-SANGAMON EDUCATIONAL SERVICE REGION (herein the "Initial IGA," a copy of which is attached hereto as Exhibit 1) which expires on November 30, 2019; and

WHEREAS, through this agreement, the County of Menard and the County of Sangamon desire to extend the term of the Initial IGA by three years and set forth the County of Menard's required contributions to the County of Sangamon during the extended term.

NOW THEREFORE, the parties to this agreement, the County of Menard and the County



of Sangamon, agree as follows:

1. The term of the Initial IGA is extended by three years; thus, it shall terminate on November 30, 2022.

2. The parties hereto shall be bound by all provisions of the Initial IGA through November 30, 2022, and, additionally, by the following provision: That for FY2020, FY2021, and FY2022, the County of Menard 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 2020, 2021, and 2022.

This agreement is entered into this 12th day of November, 2019, by the County Boards of Sangamon and Menard Counties.

County of Sangamon

By: [Signature]
County Board Chairman

County of Menard

By: [Signature]
County Board Chairman