SPONSORSHIP AGREEMENT
between the
COUNTY OF CHAMPAIGN, ILLINOIS
and the
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES
for the
LiDAR TOPOGRAPHIC PROJECT

Contract No.

230

THIS AGREEMENT is made between the County of Champaign, a Municipal Corporation, located in Champaign County, Illinois, hereinafter referred to as "COUNTY," and the State of Illinois, Department of Natural Resources, hereinafter referred to as the "DEPARTMENT,"

WITNESSETH:

WHEREAS, the COUNTY and the DEPARTMENT are legal entities, organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform such undertakings as described herein under the “Intergovernmental Cooperation Act,” 5 ILCS 220/1 et. seq. (2004); and

WHEREAS, the DEPARTMENT has approved participation in data collection projects to the extent allowed by its statutory authority under the “Rivers, Lakes, and Streams Act of 1911,” 615 ILCS 5 and the “Flood Control Act of 1945,” 615 ILCS 15 (2004 State Bar Edition); and

WHEREAS, the COUNTY and DEPARTMENT wish to implement the Light Detection and Ranging (LiDAR) data collection and two foot contour mapping project within the corporate boundaries of COUNTY, an estimated 998.62 square miles, including acquisition of digital LiDAR data sufficient to produce two foot contour with specifications meeting the minimum requirements of the Federal Emergency Management Agency, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DEPARTMENT and the COUNTY will benefit from the PROJECT due to improved capability to perform watershed studies, floodplain mapping, stormwater management, flood mitigation, and development of a digital topographic Geographical Information System dataset for numerous COUNTY and DEPARTMENTAL applications; and

WHEREAS, the DEPARTMENT has entered into an Assistance Award Cooperative Agreement with the U.S. Geological Survey wherein the U.S. Geological Survey will provide up to a 50/50 match with local funds to assist in acquisition of digital mapping products meeting the mapping requirements of the Federal Emergency Management Agency in Illinois, and these funds constitute the DEPARTMENT’S sole funding obligation for the PROJECT; and

WHEREAS, the COUNTY acknowledges that the COUNTY shall be responsible for not less than one half of all PROJECT costs and other PROJECT costs over the DEPARTMENT’S actual cost share; and

WHEREAS, the DEPARTMENT will enter into an agreement with the U.S. Army Corps of Engineers to secure a mapping contractor for purposes of implementing the PROJECT and all PROJECT funds will be sent to the U.S. Army Corps of Engineers for this purpose; and

WHEREAS, the U.S. Army Corps of Engineers has negotiated a contract with Aero-Metric to perform the work defined in this agreement; and
WHEREAS, the DEPARTMENT has determined that the execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02 (2004).

NOW THEREFORE, for and in consideration of the benefits to be derived from the completion of the PROJECT, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

A. SPECIAL CONDITIONS

1. The recitals set forth are incorporated by reference and made a part hereof, the same constituting the factual basis for this transaction.

2. The negotiated total cost of the PROJECT is $257,694.08. The DEPARTMENT's maximum cost share under this AGREEMENT is $128,847.04 for the PROJECT based on 50 percent of the total project cost. The COUNTY cost share is $128,847.04. The DEPARTMENT's funding obligation under this AGREEMENT will terminate upon the completion of the PROJECT, when the DEPARTMENT's maximum cost share is expended, or September 30, 2009, whichever comes first. All other DEPARTMENT obligations will cease without penalty if in any fiscal year the COUNTY and U. S. Geological Survey fail to appropriate or otherwise make available sufficient funds as required for this AGREEMENT.

3. The DEPARTMENT will not participate in any PROJECT costs incurred by the COUNTY prior to the full execution of the AGREEMENT.

4. All provisions of this agreement will be binding upon the successors and assigns of the parties.

5. This agreement may only be modified, assigned, supplemented or amended by mutual agreement, in writing, by the parties hereto.

6. Attached hereto, marked "ATTACHMENT A", consisting of three pages and made a part hereof by reference, is a listing of certifications, which must be completed by the COUNTY.

B. COUNTY

1. The COUNTY will review and approve in writing, documents which describe the final scope of work for the PROJECT, and will provide such written approval to the DEPARTMENT.

2. The COUNTY will be responsible for the payment of not less than one half of all PROJECT costs plus all other costs over and above the DEPARTMENT's $128,847.04 maximum PROJECT cost share. The COUNTY shall provide the required funds as defined above in a check made payable to Illinois Department of Natural Resources upon receipt of a letter from the DEPARTMENT requesting full payment, as long as the COUNTY'S contribution does not exceed $150,000. No work under this agreement will commence until funding is received by the DEPARTMENT.

3. The COUNTY funding required under this agreement has been calculated by taking the total PROJECT cost estimate, and subtracting the DEPARTMENTs' funding contribution to the PROJECT which is described in paragraph C3 of this agreement, and determined to be $128,847.04.

4. The COUNTY will be responsible to abide by all federal, state and local laws, ordinances, rules and regulations during implementation of the PROJECT and to satisfy all state environmental laws, regulations and executive orders that apply because of state participation on the PROJECT.
5. The COUNTY authorizes the DEPARTMENT to serve as their agent in preparing all federal and state permit applications, in the name of the COUNTY, as may be required to implement the PROJECT. The COUNTY will be responsible to obtain any local permits required to implement the PROJECT and will provide copies of any such permits to the DEPARTMENT. Execution of this agreement does not relieve the COUNTY from obtaining any permit required by the DEPARTMENT.

6. The COUNTY will maintain, for a minimum of three years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds paid in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the PROJECT will be made available for review and audit by the Illinois Auditor General and/or the DEPARTMENT. The COUNTY agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Paragraph 11 will establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7. The COUNTY will hold and save the DEPARTMENT and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all cost connected therewith, such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage, flood damage and any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the performance of the PROJECT. The COUNTY will not be responsible to hold the DEPARTMENT harmless against any loss, damages, cost or expenses arising out of negligent acts or omissions by the DEPARTMENT or its agents or employees.

C. DEPARTMENT OF NATURAL RESOURCES

1. The DEPARTMENT will prepare, or cause to be prepared, final contract documents for the PROJECT. Contract documents include AGREEMENTS with the U.S. Army Corps of Engineers, the U.S. Geological Survey, the COUNTY, and a mapping contractor selected by the DEPARTMENT or in partnership with the U.S. Army Corps of Engineers.

2. The DEPARTMENT will review all contract documents and provide copies to the COUNTY. The DEPARTMENT will also review and approve any changes made to the PROJECT contract documents during the performance of the PROJECT.

3. The DEPARTMENT's maximum cost share in this PROJECT is not more than 50 percent of the PROJECT costs, and calculated to equal $128,847.04. The COUNTY will be responsible for all costs in excess of the DEPARTMENT's share.

4. The DEPARTMENT will make payments for the DEPARTMENT's and COUNTY's funding obligations to the St. Louis District Army Corps of Engineers for the PROJECT based on the negotiated PROJECT cost, approved by the COUNTY in connection with the performance of the PROJECT, and which are in line with the original estimates for the PROJECT. The DEPARTMENT will review and give final approval before making any payments for the PROJECT in accordance with State law and procedures.
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT on behalf of their respective bodies, and that the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS

RECOMMENDED:

Gary R. Clark, Director
DNR/Office of Water Resources

Date: 3/27/2008

APPROVED:

Sam Flood, Acting Director
Department of Natural Resources

Date: 4-2-08

ATTEST:

William Richardson, General Counsel
Department of Natural Resources

Date: 3/28/2008

APPROVED:

Ellen King-Pietrzak, Chief Fiscal Officer
DNR/Office of Fiscal Management

Date: 3/28/08

CHAMPAIGN COUNTY

ATTEST:

Champaign County Clerk

Date: 3/14/08

APPROVED:

C. Pius Weibel, County Board Chair
Champaign County Board

Date: 3/14/08