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INTERGOVERNMENTAL COOPERATION AGREEMENT

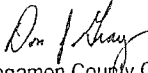
BETWEEN

FILED

THE SPRINGFIELD MASS TRANSIT DISTRICT

JUN 06 2024

AND


Sangamon County Clerk

SMART

FOR VEHICLE REPAIR AND MAINTENANCE SERVICES

(REGIONAL MAINTENANCE PROGRAM)

THIS AGREEMENT, by and between THE SPRINGFIELD MASS TRANSIT DISTRICT, d/b/a as SANGAMON MASS TRANSIT DISTRICT, a local Mass Transit District existing under and by virtue of the Local Mass Transit District Act, 70 ILCS 310/1 *et seq* (hereinafter for convenience referred to as the “SMTD”), and SANGAMON COUNTY, in the State of Illinois, a unit of local government under the laws of the State of Illinois (hereinafter for convenience referred to as the “Agency”), entered into on the latest date on the signature page contained herein.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois of 1970 permits and expressly authorizes the SMTD to participate in cooperative activities with associations and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the SMTD also has the authority to participate in cooperative programs and share services with other governmental entities pursuant to Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3; and

WHEREAS, cooperative agreements between government and not-for-profit entities concerning public transportation equipment and services is contemplated and encouraged in Section 2705-215 of the Civil Administrative Code, 20 ILCS 2705/2705-215 and Section 2-2.05 of Downstate Public Transportation Act, 30 ILCS 740/2-2.05; and

WHEREAS, the SMTD is a regional maintenance center designated by the Illinois Department of Transportation for the maintenance and repair of, among others, specialized equipment used on paratransit vehicles; and

WHEREAS, SMTD has the authority to provide repair and maintenance with respect to the Agency’s vehicle(s) services pursuant to Section 5(d) of the Local Mass Transit District Act, 70 ILCS 3610/5(d); and

WHEREAS, the Agency requires maintenance and repair service for its paratransit vehicle(s); and

WHEREAS, SMTD has the capability to provide such maintenance and repair service, and is willing to provide such maintenance and repair service for the paratransit vehicle(s) of the Agency; and

WHEREAS, SMTD and the Agency desire to enter into this Agreement to establish the terms and conditions upon which such maintenance and repair service, shall be provided by SMTD; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Incorporation. The preamble "Whereas" findings set forth hereinabove are hereby declared to be adopted by the SMTD and the Agency as part of this Agreement, as if said preamble findings were expressly set forth verbatim in the body of this Intergovernmental Cooperation Agreement.

2. Scope of Services. The primary purpose of this Agreement is to provide non-routine maintenance and repair services not generally available in the private sector for paratransit vehicles due to their specialized characteristics. However, the SMTD will provide routine maintenance and repair services for items identified during the courtesy inspection, if desired by the Agency.

3. Service Appointments. Advance appointments for service are required, to enable the SMTD to ensure adequate staffing to provide prompt repair service.

4. Courtesy Inspection. When the Agency vehicle is brought in, the SMTD will perform a check-in courtesy inspection of the vehicle to assess its overall condition with particular attention to any problems(s) identified by the Agency. However, the SMTD shall not be responsible for detecting any problem(s) not identified by the Agency. The Agency hereby grants the SMTD and its employees permission to operate the Agency vehicle(s) on streets, highways or elsewhere as may be reasonably necessary for purposes of testing and/or inspection. The SMTD will then prepare an estimate, if requested, of the cost for any required or recommended repairs and/or maintenance items, including routine items, specifying whether each item was identified by the SMTD or the Agency. The cost estimate will include labor, parts and shop supplies.

5. Authorization for Work. The SMTD will complete repairs and/or maintenance items, upon authorization by the Agency for all such repair work, including installation of necessary parts, materials and equipment, as may be reasonably necessary to alleviate the problems(s) identified and/or complete the identified repair and/or maintenance items. The SMTD will require a release from the Agency for any suggested repair and/or maintenance items not approved by the Agency. The SMTD will obtain prior approval from the Agency before proceeding with any work if actual charges are more than 110% of the cost estimate previously approved.

6. Cost of Repairs. The Agency will pay the SMTD for the work completed from the date of this contract through June 30, 2025 at a rate of \$60.00 per hour for labor, plus the cost of all parts and shop supplies at cost plus 10%, or until a rate adjustment is required. Hourly labor rates will be reviewed on an annual basis and any new rates will become effective the following July 1 with a new contract. The SMTD will inform the Agency of the new rate when determined.

7. Prompt Payment. The Agency will make full payment to the SMTD for repairs within 30 days of the invoice date. All amounts unpaid for more than 30 days shall bear interest at the rate of 1 ½ % per month (18% per annum), or the highest rate permitted by law, if lower, and in the event the Agency fails to pay any such amount due to the SMTD, the SMTD is also entitled to collect its reasonable costs of collection, including attorneys' fees. The SMTD reserves the right to deny further service to the Agency until past due payments are received. An express mechanic's lien is hereby acknowledged on the vehicle to secure the cost of the repairs.

8. Disclaimer of Warranties. The SMTD does not provide any warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the SMTD neither assumes nor authorizes any other person to assume for it any liability in connection with the repair of the Agency's vehicle(s).

9. Casualty. The Agency agrees that the SMTD is not responsible for loss or damage to the Agency vehicle or articles left therein in case of fire, theft or any other cause beyond the control of the SMTD, nor for any delays caused by the unavailability of parts or delays in parts shipments by the supplier or transporter.

10. Documentation and Insurance. The Agency hereby provides the SMTD with authorization to make repairs to Agency vehicles under this program, agreeing to pay for such repairs in a timely manner, and agreeing to provide casualty and general liability insurance covering the repaired vehicle and the passengers and operator(s) thereof while it is being repaired. Both parties to this agreement shall maintain general liability insurance in an amount no less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence.

11. Immunities Retained. The SMTD and the Agency and all employees, agents, and volunteers thereof shall in all circumstances, both inside and outside the corporate limits of the SMTD, possess, retain, and to the extent that may be necessary, transfer all of their common law and statutory immunities and defenses from liability for civil actions, including, but not limited to, all such defenses and immunities contained in the "Local Governmental and Governmental Employees Tort Immunity Act", 745 ILCS 10/1-101 *et seq.*, to the end that the Agency, the SMTD, and all employees, agents and volunteers thereof shall fully enjoy and benefit from all such common law and statutory defenses and immunities.

12. Termination. Upon approval of the governing bodies of the SMTD and the Agency, this Intergovernmental Cooperation Agreement shall become effective upon its execution and delivery by both parties and shall be and remain in full force and effect thereafter for one (1) year. This Agreement shall automatically renew on a year-by-year basis unless notice is provided to the other party ninety (90) days or more in advance that the agreement will not renew.

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IN WITNESS WHEREOF, the SMTD and the Agency have approved this Intergovernmental Cooperation Agreement as of June 11th 2024.

Agency: SMART

SMTD:

Sangamon Menard Area Regional Transit

SPRINGFIELD MASS TRANSIT DISTRICT

By: _____
Andy Van Meter

By: _____
Steve Schoeffel,

Title: Sangamon County Board Chairman

SMTD Managing Director

RECEIVED
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JUN 06 2024

Andy Goleman
SANGAMON COUNTY AUDITOR