

**FILED**

APR 04 2025

*Don Hayes*  
Sangamon County Clerk

18-1

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF SANGAMON AND THE BOARD OF TRUSTEES OF  
THE UNIVERSITY OF ILLINOIS**

THIS AGREEMENT is made and entered into between the COUNTY OF SANGAMON, a State of Illinois County, hereinafter referred to as the "County" and the BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, hereinafter referred to as the "University", a body corporate and politic of the State of Illinois, having offices at One University Plaza, Springfield, Illinois, on behalf of the Center for State Policy and Leadership at the University of Illinois Springfield, hereinafter referred to as "CSPL".

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body of each party to the contract; and

WHEREAS, the County and the University are each a "public agency" as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the Sangamon County Mental Health Commission, hereinafter referred to as the "SCMHC", was designated as the supervising and administrative agent to administer and oversee the 2025 Sangamon County Mental Health Survey; and

WHEREAS, the County and the University recognize that cooperative efforts from the County and the University will further advance the mutual interests of both entities; and

WHEREFORE, it is agreed as follows:

Project Deliverables: The CSPL will assist the SCMHC with the 2025 Sangamon County Mental Health Survey. The scope of work, deliverables and timeline is attached as Exhibit A.

Agreement Amount: The County will pay the University \$21,312.00 for work performed and deliverables related to the deliverables stated above.

In exchange for these deliverables and services, the County shall issue periodic installment payments in accordance with invoiced reports of work performed and materials delivered.

First Installment Payment of \$10,000.00 within thirty (30) days of execution of this agreement. The second and final installment payment of \$11,312.00 will be due upon completion of the survey analysis report. The County will pay the installment invoices within thirty (30) days of receipt of invoice.

Term: The term of this agreement is April 16, 2025, through August 15, 2025.

Laws of Illinois: This Agreement shall be governed by the laws of the State of Illinois and subject to any specific provisions applicable to government agencies and universities in accordance with Illinois Statutes and Administrative Rules.

Termination for Convenience: Either Party may terminate this Agreement for convenience by providing 60 days advance written notice to the other Party.

Termination for Breach: Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach with 30 days after receipt of written notice. This remedy is in addition to any other remedies available under the law.

Effect of Termination: If the County terminates this Agreement for convenience, the County will pay the University for all project costs incurred through the termination date, including all non-cancelable obligations.

Publication/Public Presentations: The University employees may publish or publicly disclose non-confidential Project results without County interference after providing the County with a 30-day period for review and comment. Upon written notice by the County that the proposed publication contains County confidential information the University will either revise the publication to eliminate such disclosures or will delay publication for a limited period. The University will consider comments provided by the County and work with the County in good faith to endeavor to resolve all outstanding publication issues, prior to proceeding with the publication or public disclosure, but in no event will the University's ability to publish or publicly disclose its own research results or non-confidential information be denied by the County. The University will furnish the County with a copy of any publications resulting from the project.

Background Intellectual Property: Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. Background Intellectual Property means all works of authorship created outside the scope of this agreement.

Deliverables: "Deliverables" are those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Project and identified as a Deliverable in Exhibit A. The University shall hold title to all original data, information and results generated by the University in performance of the Project along with all corresponding intellectual property rights; provided however, that title to tangible items will vest in the County upon delivery by the University. The County shall retain ownership of all tangible items supplied by the County to the University to perform the Project. The University retains the right to use the Deliverables for research and academic purposes. To be clear, all methodologies, technologies and know-how described in the Deliverables or used by the University to create the Deliverables shall be considered intellectual property and subject to ownership and licensing rights.

Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions

Amendments: No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

Notices: Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) confirmed receipt of email; (d) return receipt of postage prepaid registered or certified mail; or (3) delivery confirmation by commercial overnight carrier. All communications will be sent to the address set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section.

COUNTY: For matters related to this Agreement:

County of Sangamon  
Sangamon County Mental Health Commission  
200 S. 9<sup>th</sup> St.  
Springfield, IL 62701

UNIVERSITY: For matters related to this Agreement:

University of Illinois Springfield  
Associate Director of Research Administration  
One University Plaza, MS PAC 525  
Springfield, IL 62703  
217-206-8578  
[ora@uis.edu](mailto:ora@uis.edu)

UNIVERSITY: For programmatic matters and deliverables related to this Agreement:

University of Illinois Springfield  
Research Director CSPL  
One University Plaza, MS PAC 409  
Springfield, IL 62703  
217-206-8109  
[asimm2@uis.edu](mailto:asimm2@uis.edu)

Entire Agreement: The Agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement. Modifications, acknowledgments, and waivers must be in writing and signed by authorized representatives of the parties.

Authorized Signatories: Each Party represents that the individuals signing this Agreement on its behalf are authorized and intend to bind the organization in contract.

IN WITNESS WHEREOF, the undersigned entities have set their signatures on the respective dates set forth below.

**COUNTY OF SANGAMON**

**THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ILLINOIS**

By: \_\_\_\_\_  
County Board Chairman

By: \_\_\_\_\_  
Paul N. Ellinger, Comptroller

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Comptroller Delegate

Ken Kriz, Interim VC Finance & Administration  
Name and Title of Comptroller Delegate

## Exhibit A

### Project Scope

The Center for State Policy and Leadership (CSPL) will assist the Sangamon County Mental Health Commission (SCMHC) with the 2025 Sangamon County Mental Health Survey. The survey will ask questions that help the SCMHC better understand the mental health needs of Sangamon County. A mail and corresponding web questionnaire will be developed. Ten thousand households will be selected through a random sample from a database of all Sangamon County households the CSPL has stratified based on zip code to reflect the zip code distribution of Sangamon County. These households will receive a letter inviting the household to take part in the survey through a provided weblink to the questionnaire.

Prior to the invitation letter, the SCMHC will issue a press release notifying Sangamon County residents that they may be randomly selected to participate in the survey in an effort to encourage participation. The mail questionnaire will be sent to 1,000 households in Sangamon County that are part of the original 10,000-household random sample as part of the attempt to reach a representative distribution of residents based on zip code.

Upon receiving the survey, the household will receive instructions that they may take the survey either by returning an enclosed business reply envelope or by accessing the survey online and entering a project identification number. The survey will contain both multiple-choice questions and open-ended questions, which will be analyzed by our team. The goal for completed interviews is between 500 and 1,000 completed surveys.

As part of this project, the CSPL will be responsible for the following:

- Survey question design
- Questionnaire layout
- Programming online survey
- Survey methodology
- Contracting with UIS Printshop for mailing services
- Overseeing data collection and entry
- Analysis of data
- Drafting of analysis report, resulting in a report similar to the 2016 version

The SCMHC will be responsible for the following:

- Notification of the Sangamon County public that they may be selected to take the survey in the upcoming month through a press release, social media posts on the County accounts, and outreach to local non-profit organizations and/or community groups.
- Reminding the public to participate through social media posts and outreach to community groups again.

### **Project Timeline**

- April 16th – Work developing the envelope, letter, and questionnaire begins.
- April 23rd – Mailer envelope approved by the SCMHC and UIS, sent to UIS Printshop for printing.
- April 28th – Letter and survey questionnaire approved by the SCMHC and UIS, sent to UIS Printshop for printing.
- May 2nd – SCMHC sends press release and notification to community groups that households may be selected for the survey.
- May 5th – Initial invitation letters sent to 10,000 households.
- May 19th – Identify which zip codes are under-responding to the survey. Randomly select 1,000 addresses from the 10,000-household sample in those zip codes for additional contact with follow-up letter and paper copy of the survey.
- May 26th – Mail out follow-up letter and paper copy of the survey.
- June 6th – Initial data collection ends.
- June 20th – Grace period for mail responses ends.
- June 23rd – Work on data analysis and initial version of the survey report begins.
- July 18th – Initial version of survey report is submitted to the SCMHC for review.
- July 25th – The SCMHC sends back comments on initial version of survey report.
- August 1st – CSPL sends back final version of survey report and project ends.
- This timeline leaves two contractual weeks for any delays.