

Resolution # 12-1

WHEREAS, Sangamon County has an Information Systems Department that provides information technology services to Sangamon County Departments; and

WHEREAS, Sangamon Mass Transit District (SMTD) provides public transportation in Sangamon County; and

WHEREAS, SMTD is tasked with the crucial role of providing this services in the most cost effective and efficient manner for the citizens of Sangamon County; and

WHEREAS, SMTD must utilize information technology to operate its facility and utilize current information technology to provide its riders with the best experience possible; and

WHEREAS, Information Systems is in a unique position to provide information technology services; and

WHEREAS, SMTD desires to collaborate with the Information Systems to maintain and enhance their information technology; and

WHEREAS, a strong collaboration between SMTD and Information Systems to enhance services would be beneficial to residents of Sangamon County,

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 15th day of November, 2022, approves entering into an Intergovernmental Agreement with Sangamon Mass Transit District for information technology services.

FILED

OCT 26 2022

Don Hayes
Sangamon County Clerk

Chairman, Sangamon County Board

ATTEST:

County Clerk

Approved by the Building & Grounds Committee 10/24, 2022

RECEIVED
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OCT 19 2022

Sam Deppa, Chairman

Andy Goleman
SANGAMON COUNTY AUDITOR

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF
SANGAMON
ON BEHALF OF THE SANGAMON COUNTY
INFORMATION SYSTEMS DEPARTMENT
AND THE SPRINGFIELD MASS TRANSIT DISTRICT DBA SANGAMON MASS
TRANSIT DISTRICT**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Sangamon (“County”) on behalf of the Information Systems Department of Sangamon County (“Information Systems”) and the Sangamon Mass Transit District (“SMTD”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS

WHEREAS, SMTD has the primary responsibility of providing public transportation in Sangamon County; and

WHEREAS, SMTD is tasked with the crucial role of providing these services in the most cost effective and efficient manner for the citizens of Sangamon County; and

WHEREAS, SMTD must utilize information technology to operate its facility and utilize current information technology to provide its riders with the best experience possible; and

WHEREAS, Information Systems is in a unique position to provide information technology services; and

WHEREAS, SMTD desires to collaborate with Information Systems to maintain and enhance their information technology; and

WHEREAS, a strong collaboration between SMTD and Information Systems to enhance services would be beneficial to the residents of Sangamon County.

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions set forth in this IGA, the Parties agree as follows:

II. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein as though fully set forth.

III. ROLES AND RESPONSIBILITIES

A. SMTD Responsibilities

- i. SMTD will allow access to buildings, networks, software, etc. so as to allow Information Systems to efficiently fix problems and maintain the SMTD network and software.
- ii. SMTD will make staff available to Information Systems as needed to work through problems and fixes.
- iii. SMTD will provide appropriate staff time to work with Information Systems on projects so as to keep the projects on schedule and within budget.
- iv. SMTD will meet on a mutually agreed upon intervals with Information Systems to discuss ongoing issues and plan for future projects.
- v. If Information Systems is dissatisfied with the performance of SMTD under this IGA, SMTD and Information Systems shall find a mutually agreeable solution.

B. Information Systems Responsibilities

- i. Provided SMTD performs under Section V, Information Systems shall provide help desk support for SMTD. Information Systems help desk support has an on call person 24/7/365 who will take calls, fix basic problems, and regarding emergency issues, promptly seek the assistance of appropriate Information Systems staff.
- ii. Information Systems will fulfill all move, add, and change requests for equipment and software. This includes, but is not limited to, purchase of hardware, fixes for existing hardware, installation of software, and configuration of equipment.
- iii. Information Systems will work with SMTD staff for implementation planning and guidance on future network requirements, hardware purchases, and software purchases.
- iv. Upon mutual written agreement of both parties and per applicable state and federal guidelines, Information Systems will procure equipment and software on behalf of SMTD.
- v. Supervision of all personnel and work assignments of personnel employed by the County or Information Systems shall be through Information Systems.
- vi. If SMTD is dissatisfied with the performance of an employee of Information Systems, SMTD will communicate their concerns to the director of Information Systems; then Information Systems and SMTD shall find a mutually agreeable solution.

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- C. Nothing in this IGA shall be interpreted to supersede any of the respective policies, general orders, protocols, or collective bargaining agreements of SMTD, County, or Information Systems.

IV. TERM AND TERMINATION

The Term of this IGA shall begin on January 1, 2023, and shall continue for three (3) years, through and until December 31, 2025. Any Party may terminate this IGA at any time upon sixty (60) days written notice.

V. REIMBURSEMENT

- A. SMTD agrees to pay Information Systems \$120,000 annually for all SMTD-related IT management services which includes Information Systems staff salary and benefits.
- B. SMTD agrees to reimburse Information Systems for any hardware, software, and other items purchased on its behalf (pursuant to III (B) iv.)
- C. Information Systems shall send an invoice to SMTD in accordance with paragraph V.A and V.B. Invoices shall be prorated and issued on a monthly basis on the 15th of each month.
- D. SMTD shall process payment to Information Systems within ninety (90) days of receipt of invoice, payable to the Sangamon County, 200 South 9th Street, Springfield, IL 62701.

VI. DISPUTE RESOLUTION

In the event of a dispute between SMTD and Information Systems concerning this IGA, each Party shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sangamon County State’s Attorney and SMTD’s General Counsel shall be responsible for promptly resolving the dispute in good faith and in a cooperative manner.

VII. NOTICE

Unless otherwise specified, any notice, demand, or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U.S. mail. Any notice, demand, or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand, or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand, or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder:

To the Sangamon County Information Systems Department:

Information Systems Director
200 S Ninth St Room 312
Springfield, IL 62701

To SMTD:

SMTD
Attn: Steve Schoeffel Managing Director
Sangamon Mass Transit District
928 S Ninth St
Springfield, IL 62703

VIII. MISCELLANEOUS

- A. The Parties shall at all times observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. When confidential information is exchanged, the following rules shall apply: (i) the confidential nature of the information shall be preserved; (ii) the information furnished shall be used only for the purposes for which it was made available; (iii) assurance must be given that the proper steps shall be taken to safeguard the information; and (iv) access to such information shall be limited to personnel who require the information to perform their duties or for whom access is permitted by statute or regulation.
- C. This IGA is contingent upon and subject to the availability of sufficient funds. SMTD may terminate or suspend this IGA in whole or in part, without penalty or further payment being required, if (i) sufficient funds have not been appropriated to SMTD; (ii) SMTD reserves appropriated funds; or (iii) SMTD determines that appropriated funds may not be available for payment. SMTD shall provide notice, in writing, to Information Systems of any such funding failure and its election to terminate or suspend this IGA as soon as it becomes aware of the immediately aforementioned (i), (ii), or (iii). Any suspension or termination pursuant to this Section shall be effective upon the Information Systems' receipt of notice, and Information Systems shall be entitled to full payment for all work performed prior to receiving notice.
- D. This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- E. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. Each Party agrees to the original and exclusive jurisdiction of those courts located within the County of Sangamon, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.
- F. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, and discussions. This IGA may not be modified or amended in any manner other than a writing signed by the Parties. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Parties.
- G. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder

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of this IGA shall be construed as if such invalid part were never included herein and this IGA shall be and remain valid and enforceable to the fullest extent permitted by law.

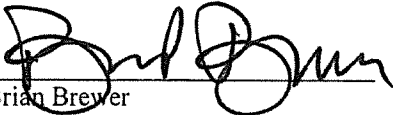
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- H. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*
- I. County shall be responsible for the acts of its agents or employees in the performance of this IGA.
- J. SMTD shall be responsible for the acts of its agents or employees in the performance of this IGA.
- K. No member, official, employee, or agent of SMTD or County shall be individually or personally liable in connection with this IGA. Each Party shall be responsible for maintaining its own insurance or self-insurance program with respect to liabilities to its employees or to third Parties that may reasonably result from the performance of its lawful functions, including those functions that are contemplated by this IGA. Each Party shall bear the cost of its own defense. This IGA shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Party with respect to third Parties or to increase the liability of any Party beyond that which is imposed by law.
- L. This IGA may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Intergovernmental Agreement on the dates set forth below.

SANGAMON MASS TRANSIT DISTRICT: The undersigned, on behalf of the Sangamon Mass Transit District, hereby accepts the foregoing Intergovernmental Agreement:



Brian Brewer
Chairman
SMTD Board of Trustees

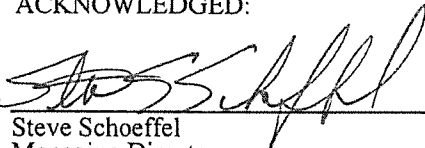
Dated: 10/24/22

SANGAMON COUNTY EXECUTION: The undersigned, on behalf of the County of Sangamon, Illinois, a body politic and corporate of the State of Illinois, hereby accepts the foregoing Intergovernmental Agreement:

_____ Dated: _____

Andy Van Meter
Chairman
Sangamon County Board

ACKNOWLEDGED:



Steve Schoeffel
Managing Director
Sangamon Mass Transit District

Kimberly S. Jackson
Sangamon County Information Systems