

12-1

INTERGOVERNMENTAL COOPERATION AGREEMENT

BETWEEN

THE SPRINGFIELD MASS TRANSIT DISTRICT

AND

THE COUNTY OF SANGAMON, ILLINOIS

FOR INTERGOVERNMENTAL TRANSFER OF VEHICLE

THIS AGREEMENT, made and entered into as of the ____ day of _____, ____ by and between THE SPRINGFIELD MASS TRANSIT DISTRICT, a local Mass Transit District existing under and by the virtue of the Local Mass Transit District Act, 70 ILCS 3610/1 et seq (hereinafter referred to as "SMTD") and SANGAMON COUNTY, ILLINOIS (hereinafter for convenience referred to as "County") located in Sangamon County in the State of Illinois, a unit of local government under the laws of the State of Illinois.

WITNESSETH

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

WHEREAS, the SMTD has the power to dispose of its property pursuant to Section 5(f) of the Local Mass Transit Act, 70 ILCS 3610/5(f); and

WHEREAS, the County requested an intergovernmental transfer of certain assets as described below for purposes of operations of the Sangamon County Sheriff's office in Sangamon County, Illinois:

2008 Gillig 35' G27B102N4

WHEREAS, the SMTD requested an intergovernmental transfer of certain assets as described below for training purposes in Sangamon County, Illinois:

1999 Gillig 30' Phantom

WHEREAS, the value of each said vehicle is less than \$1,000.00; and

WHEREAS, SMTD has said vehicle and further wishes to transfer such vehicle to the County through and this intergovernmental transfer/agreement for said purpose.

WHEREAS, County has said vehicle and further wishes to transfer such vehicle to the SMTD through and this intergovernmental transfer/agreement for said purpose.

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

1. Intergovernmental Transfer of Vehicle. SMTD will transfer clear title to the County for the aforementioned named vehicle upon the signing of this agreement.

FILED

OCT 07 2020

Don Hayes

RECEIVED
2660

OCT 01 2020

Andy Goleman

2. SMTD will transfers said vehicle with understanding that County accepts the vehicle in as-is condition with no liabilities upon it, its officers, employees or others.
3. To the maximum extent permitted by law, the County agrees to name as additional insured and indemnify and hold SMTD harmless from and against any and all claims arising out of the transfer of the vehicle described above. This indemnification obligation includes, but is not limited to, indemnification for claims for personal injuries or property damage based on the condition of the vehicle, as well as reasonable attorneys' fees and expenses incurred in defending claims against SMTD arising out of the transfer of the vehicle described above.
4. Intergovernmental Transfer of Vehicle. County will transfer clear title to the SMTD for the aforementioned named vehicle upon the signing of this agreement.
5. County will transfer said vehicle with understanding that SMTD accepts the vehicle in as-is condition with no liabilities upon it, its officers, employees or others.
6. To the maximum extent permitted by law, the SMTD agrees to name as additional insured and indemnify and hold Sangamon County harmless from and against any and all claims arising out of the transfer of the vehicle described above. This indemnification obligation includes, but is not limited to, indemnification for claims for personal injuries or property damage based on the condition of the vehicle, as well as reasonable attorneys' fees and expenses incurred in defending claims against County arising out of the transfer of the vehicle described above.
7. SMTD & County will pick up said vehicle at a time mutually agreed by the parties.
8. The persons signing this Agreement represent and warrant that entry into this Agreement has been approved by her Board of Trustees or Board of Directors.

IN WITNESS WHEREOF, the SMTD and the County have approved this intergovernmental Cooperation Agreement and Intergovernmental Transfer as of the date and year first above written.

Sangamon County

Springfield Mass Transit District

By: _____

By:  _____

Andy Van Meter,

Frank Squires

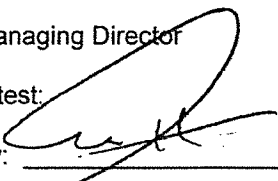
Board Chair

Managing Director

Attest:

Attest:

By: _____

 _____

Its: _____

Its: DIRECTOR OF FINANCE

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Chairman, Sangamon County Board

ATTEST:

County Clerk