

13-1

INTERGOVERNMENTAL COOPERATION AGREEMENT

FILED

BETWEEN

JUL 08 2022

THE SANGAMON MASS TRANSIT DISTRICT

AND

Don J. King
Sangamon County Clerk

SANGAMON MENARD AREA REGIONAL TRANSIT, IN THE STATE OF ILLINOIS

FOR VEHICLE REPAIR AND MAINTENANCE SERVICES

(REGIONAL MAINTENANCE PROGRAM)

THIS AGREEMENT, made and entered into as of the ___ day of _____, 2022_ by and between THE 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 SMART, 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”).

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 also has a loaner paratransit vehicle for Agency's use during maintenance/repair work on Agency's paratransit vehicle(s), and desires to specify the terms upon which Agency shall be entitled to use it; 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, and loaner vehicle, 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, and to enable better scheduling for use of the loaner vehicle.

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 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, 2023 at a rate of \$ 60.00 per hour for labor, plus the cost of all parts and shop supplies at cost plus 10%. Hourly labor rates will be determined on an annual basis and new rates will become effective as of July 1 of each year. The SMTD will inform the Agency of the new rate each year 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 1/2 % 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 hereby disclaims all 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 will provide the SMTD with documentation from the Agency's governing body authorizing the SMTD 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 loaner vehicle and the passengers and operator(s) thereof while it is being used by the Agency. Insurance will be provided at not less than the minimum levels required by the State of Illinois from time to time, and shall be provided by an insurance company with an A.M. Best rating of at least IX.

In addition, the Agency shall provide to SMTD the following terms and conditions of Insurance coverage by certificate as follows:

- Name SMTD as additional insured to the Commercial General Liability policy with a limit no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Require Waiver of Subrogation and Primary Non-Contributory endorsements in favor of SMTD in reference to the General Liability policy.
- Name SMTD as additional insured to the commercial Auto Liability policy with a limit no less than \$1,000,000 CSL.

- Name SMTD as additional insured to the Workers Compensation policy with a waiver of subrogation in favor of the SMTD. Required minimum limits of \$500,000/\$500,000/\$500,000
- Name SMTD as additional insured to the Commercial Liability Umbrella/Excess policy with a limit no less than \$5,000,000.

11. Loaner Vehicle. The SMTD has a loaner vehicle which may be used by the Agency, while repairs are being made on an Agency vehicle, on a first-come, first-serve basis. There will be a charge of \$30 per day, \$150 per week or \$600 per month. Proof of insurance covering the loaner vehicle must be provided to the SMTD before the vehicle will be released to the Agency. The loaner vehicle will be provided with a full fuel tank when it is released to the Agency. The Agency agrees to return the vehicle to SMTD with a full fuel tank, and will pay a refueling charge of the most recent purchase cost to SMTD per gallon if the loaner is not returned with a full tank. The Agency will ensure that only its properly licensed, trained and authorized employees are allowed to operate the loaner vehicle, and will fully indemnify, release and save harmless the SMTD from and against any claims or liability of any nature whatsoever (including attorneys' fees) arising during or as a result of the Agency's use of the loaner vehicle. The Agency will be responsible for the cost of any loss or damages sustained by the loaner vehicle while the Agency is using the vehicle. The loaner shall be returned promptly upon request of the SMTD. The SMTD reserves the right to deny use of the loaner vehicle at any time upon improper use or abuse of the vehicle by the Agency.

12. 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.

13. Approval of Agreement. This Intergovernmental Cooperation Agreement shall not become effective until first approved by appropriate ordinance or resolution of the governing bodies of the SMTD and the Agency. Approval of this Intergovernmental Cooperation Agreement shall constitute the termination of any and all previous agreements between the SMTD and the Agency. Upon approval, copies of this Intergovernmental Cooperation Agreement shall be filed with the Clerk of the SMTD and the Secretary of the Agency.

14. Termination. Upon approval of the governing bodies of the SMTD and the Agency, this Intergovernmental Cooperation Agreement shall remain in full force and effect until it expires on 6-30-2023 or it is terminated by action of the governing body of either party upon thirty (30) days written notice to the other, with or without cause.

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

SMART in the State of Illinois

Agency

By: _____

Its _____

ATTEST:

By: _____

Its _____

SANGAMON MASS TRANSIT DISTRICT

By: _____

Steve Schoeffel, Managing Director

ATTEST:

By: _____

Its _____