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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE SANGAMON MASS
TRANSIT DISTRICT AND THE COUNTY OF SANGAMON**

THIS AGREEMENT ("Agreement") is made and entered into between the Sangamon Mass Transit District, 928 South Ninth Street, Springfield, IL 62703, the County of Sangamon, 200 South Ninth, Springfield, IL 62701, with the approval and consent of the Sangamon County Sheriff's Office, 1 Sheriff's Plaza, Springfield, IL 62701. This agreement becomes effective on the date of the last signature at the end of this document.

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law;

WHEREAS, Sangamon Mass Transit District ("District") and the County of Sangamon ("County") are public agencies as that term is defined in the Intergovernmental Cooperation Act;

WHEREAS, Section 5 of the Local Mass Transit District Act, 70 ILCS 3610/5, authorizes the District to enter into contracts and agreements for the purposes of the District;

WHEREAS, the District desires to fill Transit Police Services with a Sangamon County Sheriff's Deputy in order to provide a police presence at SMTD facilities, including but not limited to the Transfer Center at the Springfield Sangamon County

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Transportation Center, investigate and deter criminal activity, provide for the safety of the public using mass transportation, and increase the efficiency of processing and reporting disturbances or traffic related incidents; and,

WHEREAS, the County, with the consent of the Sangamon County Sheriff, has determined that it is in its best interest to create a Sangamon Mass Transit District patrol area and assign a Sangamon County Sheriff's Deputy to provide Transit Police Services during District operations hours, which are Monday through Friday, 5:30 am to 11:00 pm, excepting certain holidays;

NOW THEREFORE, in consideration of mutual covenants contained herein, the District and County agree as follows:

ARTICLE I

IN GENERAL

Section 1.1. General Definitions. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the recitals and preambles hereto and elsewhere herein shall have the same meanings for all purposes of this Agreement. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be.

1.1.1 *County* shall mean the County of Sangamon

1.1.2 *SCSO* shall mean Sangamon County Sherriff's Office

1.1.3 *Deputy* means a full-time, certified and sworn law enforcement officer of the Sangamon County Sheriff's Office.

1.1.4 *District* means Sangamon Mass Transit District.

Section 1.2. Certain Phrases. The words "hereof", "herein", "hereunder", "hereto" and other words of similar import refer to this Agreement as a whole and not solely to the particular portion thereof in which any such word is used.

Section 1.3. Subdivisions. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.4. Headings. The headings of this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

ARTICLE II

SHERIFF'S DEPUTY TO BE ASSIGNED TO THE DISTRICT

Section 2.1. Assignment.

2.1.1 The SCSO shall assign one (1) Deputy to the District to serve Transit Police Services via a designated District patrol area. The SCSO shall coordinate with the District's Managing Director for any selection requirements of the Deputy to be assigned to the District.

2.1.2 Each assigned Deputy shall serve as a Transit Police Officer for the District and shall perform law enforcement tasks as they pertain to the District's operations.

2.1.3 The District and Sheriff shall provide the assigned Deputy with the training and/or equipment necessary to perform assigned tasks in a safe manner. While on assignment, the Deputy shall be dressed in plain clothes, District attire, or in his duly issued Sangamon County Sheriff's uniform, as agreed to by the SCSO and the

District. The assigned Deputy shall carry and possess all other law enforcement equipment (*i.e.*, firearm, badge, handcuffs, vest, etc.) required to be worn by the SCSO while on duty exercising law enforcement powers.

2.1.4 Pertaining to public transportation matters, with respect to specific assigned tasks or related requests including but not limited to specific hours to be publicly visible at the Transfer Center or other SMTD facilities, responding to disturbances or threats at the Transfer Center other SMTD facilities, or providing security at meetings of the District's board of trustees, The assigned Deputy shall coordinate with the District's Managing Director or their designee in such matters.

2.1.5 In all matters pertaining to an assigned Deputy's employment including, but not limited to, hours, vacations, leave, sick days, wages, benefits, law enforcement training, discipline, termination, and other terms and conditions of employment, the assigned Deputy shall be under the sole direction and control of the SCSO. The District shall have no authority to participate or dictate the SCSO's decisions as they pertain to the aforementioned matters. The District shall have no authority to discipline or terminate an assigned Deputy, and he shall at all times remain subject to and governed by the rules or regulations of the Sheriff, including general orders and/or the terms of his respective collective bargaining agreement. In the event an assigned Deputy has concerns pertaining to any of the aforementioned, he shall report directly to his supervisor with the SCSO, who shall coordinate and communicate directly with the District's Managing Director, under such circumstances, in an effort to implement and lessen the effects of the SCSO's determination on the District's operations.

2.1.6 The District shall report to the assigned Deputy's supervisor at the SCSO, any issues concerning the assigned Deputy including, but not limited to, his inability to perform the tasks associated with the position or any action or conduct deemed detrimental to the District's operations. The District reserves the right to request the removal by the SCSO of any assigned Deputy from its charge, with or without cause, and the SCSO shall be obligated to honor any such request.

2.1.7 The assigned Deputy shall be assigned by the SCSO to work shifts at the District on a rotational basis as needed to fulfill Transit Police services.

2.1.8 Nothing in this Agreement shall prevent the assigned Deputy from working other assignments for the SCSO that do not interfere with the assignment contemplated by this Agreement.

2.1.9 The assigned Deputy shall receive such wages and benefits from the County as agreed to by the County and the assigned Deputy. The County agrees that it will compensate the assigned Deputy in a timely fashion and in accordance with wage laws of the United States of America, the State of Illinois, and any collective bargaining agreement governing their relationship. The District shall not be responsible for compensating, or distributing pay checks to, the assigned Deputy.

2.1.10 The District agrees to pay the county, per deputy \$123,905.00 plus any hire backs for the current year and \$113,172.00 plus any hire backs, per deputy for the second year as reimbursement for the costs of the County pertaining to the assignment of the Deputy with the District. Such costs shall include the County's share of wages, benefits and contributions. Payment shall be made within thirty (30) days

after its receipt of the County's request for reimbursement, which shall include an itemized statement of costs. After the second year said reimbursement will be agreed upon by the County and the District including any necessary adjustments.

Section 2.2. Employment Claims; Liability; Indemnity.

2.2.1. The County waives any and all claims or rights for reimbursement from/against the District for sums paid or incurred for the assigned Deputy's wages, medical bills, or disability awards, including attorney's fees and court costs, as a result of any and all claims or awards based upon injuries sustained on the job or in the line of duty under the Worker's Compensation Act or otherwise. The County agrees to indemnify, defend and hold harmless the District to and from any such claims or awards under the Worker's Compensation Act or otherwise by/to the assigned Deputy.

2.2.3. The County waives any and all claims or rights for reimbursement from/against the District for sums paid or incurred, of any nature whatsoever, as a result of any violation of state or federal statute, breach of contract, or otherwise, pertaining to the assigned Deputy's wages, hours, or other terms or conditions of employment, as a result of this Agreement or its implementation. The County agrees to indemnify, defend and hold harmless the District, its officers, employees and agents, from any all claims in any way pertaining to the assigned Deputy's wages, hours or other terms and conditions of employment, including wage awards, benefits, fines, penalties, attorney's fees, expenses, and court costs, be them based in statute, contract, or otherwise, arising out of or pertaining to this Agreement or its implementation.

2.2.4. The County waives any and all claims or rights for reimbursement from/against the District for sums paid or incurred, of any nature whatsoever, as a result of law enforcement related activities of the assigned Deputy while on assignment with the District. The County agrees to indemnify, defend and hold harmless the District, its officers, employees and agents, from any all personal injury, property damage and constitutional claims, including those brought by third-parties, and such losses, damages and expenses of any kind, including attorney's fees and court costs, which are incurred by the District, arising out of or in any way related to the assigned Deputy's actions or omissions while engaging in law enforcement activities while on assignment with the District, be them based in common law, statute, the Constitution of the State of Illinois, or the Constitution of the United States of America.

2.2.5. The District waives any and all claims or rights for reimbursement from/against the County for sums paid or incurred as a result of any other activities or omissions, not previously covered or mentioned, of the assigned Deputy while on assignment with the District. The District agrees to indemnify, defend and hold harmless the County, its officers, employees and agents, from any and all other claims, not previously covered or mentioned, including those brought by third-parties, and such other losses, damages and expenses of any kind, including attorney's fees and court costs, which are incurred by the County, arising out of or in any way related to the actions or omissions of the assigned Deputy while on assignment with the District.

2.2.6. Each parties' obligations under this section shall survive the effective term of this Agreement.

ARTICLE III

MISCELLANEOUS

Section 3.1. Notices and Communications. All notices, demands, requests for reimbursement or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid or (ii) delivered, in each case, to District, County and Sheriff at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (1) If to District, at the Sangamon Mass Transit District, 928 South Ninth Street, Springfield, IL 62703. Attn: Steve Schoeffel, Managing Director.
- (2) If to County, at the County of Sangamon, 200 South Ninth, Springfield, IL 62701. Attn: Andy Van Meter, County Board Chairman.
- (3) If to Sheriff, at the Sangamon County Sheriff's Office, 1 Sheriff's Plaza, Springfield, IL 62701. Attn: Jack Campbell, Sheriff.

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 3.2. Illinois Law. This Agreement shall be deemed to be an intergovernmental agreement made under and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 3.3. Written Modification. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise

abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the District and County, and consented to by Sheriff.

Section 3.4. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 3.5. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the District and County, and consent of Sheriff, and shall be and remain in full force and effect for two (2) years. This Agreement shall automatically renew for successive one (1) year terms for an additional three (3) years unless one party provides notice of termination to the other not less than thirty (30) days prior to the expiration of the then current term.

Section 3.6. Entire Agreement. This Agreement constitutes the entire agreement of District and County on the subject matter hereof. District and County represent, warrant, covenant and agree that no representation, warranty, covenant or agreement shall be binding on the other party unless expressed in writing herein or by written modification pursuant to Section 3.3 hereof.

Section 3.7. Relationship. Nothing herein shall be construed to create or infer a partnership, joint venture or agency relationship between the parties or to render either party liable for the debts and obligations of the other.

Section 3.8. Waiver. No delay or omission by any of the parties to exercise any right or power occurring upon any non-compliance or failed performance by the other party under the provisions of this Agreement shall impair any such right or power or be

construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, obligations, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, obligation, condition or agreement herein contained.

Section 3.9. Representation. Both parties represent and warrant that this Agreement has been approved by their respective corporate authorities and has been executed by duly authorized representatives for and on behalf of parties pursuant to a resolution adopted at a regularly scheduled meeting. The parties represent and warrant that they have budgeted and appropriated and shall be under a continuing obligation to do so while this Agreement is in effect, the funds necessary to implement and carry out this Agreement.

Section 3.10. Termination. The Agreement may be terminated without cause upon one hundred twenty (120) days prior written notice of one party's notice of intent to terminate to the other. This Agreement may be terminated upon a material breach of any of the provisions contained herein by the other party provided the other party does not cure said breach within thirty (30) days after having received written notice of default by the party seeking to terminate the Agreement.

IN WITNESS WHEREOF, District and County have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below. The Sangamon County Sheriff's Office agrees and consents to this Agreement.

SANGAMON MASS TRANSIT DISTRICT

SANGAMON COUNTY SHERIFF'S OFFICE

By: _____
Managing Director

By: _____
Sheriff

Dated: _____

Dated: _____

SANGAMON MASS TRANSIT DISTRICT,
BOARD OF TRUSTEES

COUNTY OF SANGAMON, ILLINOIS

By: _____
Chairman

By: _____
Chairman

Dated: _____

Dated: _____

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JAN 11 2023

Andy Goleman
SANGAMON COUNTY AUDITOR