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Sangamon County Clerk

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

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Sangamon (“County”) 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, 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, SMTD has the primary responsibility of providing public transportation in Sangamon County; and

WHEREAS, SMTD will operate and maintain upon its completion a newly-constructed transfer center at 111 S. 11th Street in Springfield as part of the Springfield Sangamon County Transportation Center (SSCTC); and

WHEREAS, SMTD passengers and visitors will utilize a walkway and new facilities on the 9th Street side of the SSCTC; and

WHEREAS, SMTD desires to collaborate with Sangamon County to offer its passengers and visitors full access to the new county square, AMTRAK services, and new courthouse amenities; and

WHEREAS, a strong collaboration between SMTD and Sangamon County to enhance access to 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. TERM AND TERMINATION

This agreement becomes effective on the date of the last signature at the end of this document and shall continue through and until June 30, 2026.

IV. REIMBURSEMENT

A. SMTD agrees to pay Sangamon County a total of \$ 2,200,000.00 itemized as follows:

- 1. \$ 200,000.00 toward Public Engagement
 - 2. \$ 60,000.00 toward the 1908 Race Riot Museum
 - 3. \$ 400,000.00 toward the construction of the Pedestrian Plaza
 - 4. \$ 1,540,000.00 toward the construction of the Public Square
- B. SMTD agrees to pay the aforementioned amount in four equal installments of \$550,000.00, the first of such payments will be made within 60 days of the effective date of this agreement and each payment thereafter shall be made on or before the 30th day of June in the three subsequent years, i.e. June 30, 2024, June 30, 2025 and June 30 2026.
- C. Sangamon County agrees to invoice SMTD annually for each year's installment, detailing related previous paid invoices' payment status and work involved in the latest invoice as it relates to the four listed parts of the project to which SMTD has committed.

V. DISPUTE RESOLUTION

In the event of a dispute between SMTD and Sangamon County 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.

VI. 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 Sangamon County:

Sangamon County Administrator
Sangamon County Complex
200 S Ninth St Room 201
Springfield, IL 62701

To SMTD:

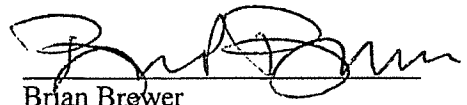
Managing Director
Sangamon Mass Transit District
928 S Ninth Street
Springfield, IL 62703

VII. 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. 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.
- C. 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.
- D. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder 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.
- E. 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.*
- F. 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.
- G. 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.
- H. 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.

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:



Dated: 2/27/2023

Brian Brewer
Chairman
SMTD Board of Trustees

SANGAMON COUNTY: 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