

Resolution 15-1

Whereas, Sangamon County was awarded an Illinois Tomorrow Grant to study the impact of a proposed multi-modal transportation terminal in Springfield; and,

Whereas, the study is mostly grant funded with the local matching obligation being \$7,000.00; and,

Whereas, the Springfield Mass Transit District (SMTD) has agreed to fund the local matching obligation of the Illinois Tomorrow Grant; and,

Whereas, an intergovernmental cooperation agreement stipulating this agreement is attached to this resolution; and,

NOW THEREFORE BE IT RESOLVED BY THE SANGAMON COUNTY BOARD IN SESSION THIS 11TH DAY OF JULY, 2006, THAT THE INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN SANGAMON COUNTY AND THE SPRINGFIELD MASS TRANSIT DISTRICT AS ATTACHED TO THIS RESOLUTION IS HEREBY APPROVED.

Sangamon County Board Finance Committee

Andy Glenn

Mike Burch

Pete But.

[Signature]

Dan Vaughn

FILED
JUN 28 2006
Joe Aiello
Sangamon County Clerk

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN
THE SPRINGFIELD MASS TRANSIT DISTRICT
AND
SANGAMON COUNTY
FOR FUNDING FOR AN ILLINOIS TOMORROW STUDY**

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 virtue of the Local Mass Transit District Act, 70 ILCS 3610/1 *et seq.* (hereinafter for convenience referred to as the "SMTD"), and Sangamon County, a qualified not for profit entity or non-profit community service association exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (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 with other governmental entities, as well as with not-for-profit non governmental entities, pursuant to the provisions of the Civil Administrative Code of Illinois, Department of Transportation (Part 8.5), 20 ILCS 2705/49.27; and

WHEREAS, the Agency wishes to conduct an Illinois Tomorrow Study (Study) aimed at examining and analyzing the impact of the proposed Multi-Modal Transportation Terminal (MTT); and

WHEREAS, SMTD has the capability to match a portion of the Study's cost and provide partial funding to the Agency for the Study; and

WHEREAS, the SMTD is willing to provide such partial funding for the Study; and

WHEREAS, SMTD and the Agency desire to enter into this Agreement to establish the terms and conditions upon which such funding shall be provided by SMTD; and

WHEREAS, the Agency also has the authority to enter into and perform the terms of this Agreement;

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 Funding. The primary purpose of this Agreement is for the SMTD to partially fund an Illinois Tomorrow Study to be conducted by the Agency.

3. Illinois Tomorrow Study. The Study will be conducted by the Agency and is aimed at examining and analyzing the impact of the proposed new centralized MTT in the City of Springfield. The Agency shall organize the results of the Study into a Report.

4. Report. The Report shall include the Agency's findings/recommendations of the study, an action plan, costs, anticipated impacts, funding opportunities, and a schedule for completion of the recommended development opportunities. The Agency shall include in the report a determination of recommended development opportunities aimed at reducing congestion in fixed routes for City buses. The Report shall also include recommendations regarding the Americans with Disabilities Act (ADA) required services for paratransit vehicles, including intercity buses such as Greyhound, airport shuttles, downtown and tourist shuttles, taxis, tour buses, rental cars and Amtrak. In the Report the Agency will address facilities needed to encourage the use of public transportation, such as parking structure and other services to be determined. The Agency will evaluate a variety of locations for the MTT, and examine the development and redevelopment opportunities that may result. The Agency will also use the Study results to evaluate project costs, identify funding and implementation strategies, and formulate options for public-private partnerships.

5. Production of the Report. A copy of the Report shall be provided to the SMTD within 30 days of completion of the Report.

6. Other documentation. The SMTD shall have the right to use all documents, data and records without restriction or limitation and without additional compensation to the Agency. All documents, data and reports used in performing research for the Study shall be available for examination by SMTD upon request.

7. Confidentiality Clause. Any documents, data, records or other information given to or prepared by the Agency pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the SMTD. All information secured by the Agency from the SMTD in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the SMTD.

8. Reporting. The Agency shall keep the SMTD fully informed as to the progress of all matters covered by this Agreement.

9. SMTD Partial Funding. The SMTD agrees to provide \$7,000.00 to the Agency in the form of a local match to partially fund the Study. The amount provided by the SMTD is to be used solely for purposes of partially funding the Study.

10. 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.

11. 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.

12. 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 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.

Agency Sangamon County

SPRINGFIELD MASS TRANSIT DISTRICT

By: _____
Its _____

By: Richard E. Fix
Richard E. Fix, Managing Director

ATTEST:

ATTEST:

By: Joe Aiello
Its County Clerk

By: Diane K. Townsend
Its Controller/Assistant Secretary

L. S.

L. S.