

RESOLUTION 8-1

Whereas, the Sangamon County Rural Transportation Ad Hoc Committee has been meeting since 2008 to establish a rural transportation program in Sangamon County; and

Whereas, after several years of study and planning, the Rural Transportation Ad Hoc Committee recommends that Sangamon County enter into an Intergovernmental Agreement with Menard County to provide public transportation to residents living in non-urbanized areas in both counties; and

Whereas, Sangamon County will use Senior Services of Central Illinois to administer the transportation program to provide on-demand transportation service for citizens; and

Whereas, Sangamon County will be designated the "Primary Participant" in this agreement in order to make application to the Division of Public Transportation, State of Illinois, for the financial assistance grants under section 5311 of the Federal Transit Act, and Downstate Operating Assistance Program (DOAP) funds for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the participants, apply for future grants and execute all grant agreements with the Department of Transportation; and

THEREFORE BE IT RESOLVED, by the Sangamon County Board, that the County enter into this Intergovernmental Agreement with Menard County and direct the Chairman of the County Board to sign said Agreement on behalf of Sangamon County on this 8th day of April, 2013.

Respectfully submitted,



Andy Van Meter, Chairman
Sangamon County Board

FILED

APR 03 2013



Sangamon County Clerk

AN INTERGOVERNMENTAL AGREEMENT
TO PROVIDE PUBLIC TRANSPORTATION
in Rural Sangamon County and Menard County

This Agreement is entered into by and between **Sangamon County** and **Menard County** (hereinafter referred to as "Participants") for the provision of public transportation in rural **Sangamon County** and all of **Menard County**.

WHEREAS, the provision of public transit services is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof, and

WHEREAS, it is the mutual desire of the Participants that **Sangamon County** be designated as the "Primary Participant"

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That application be made by **Sangamon County**, the Primary Participant, to the Division of Public Transportation, State of Illinois, for the financial assistance grants under section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the Participants.
2. That the **Sangamon County** Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants the grant applications named above.
3. That the **Sangamon County** Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants all required Grant Agreements with the Illinois Department of Transportation.
4. That it shall be the responsibility of the Primary Participant to receive all Section 5311 funds and all Downstate Operating Assistance Program Funds (DOAP) from the Illinois Department of Transportation and disburse them to **Senior Services of Central Illinois**, the service provider under the terms and conditions of the agreement.
5. That the delivery of services by the service provider will be made in accordance with the agreement entered into by the service provider and the Primary Participant and for the reasonable benefit of the Participants.
6. That any revisions to this Agreement must be agreed to by the Participants as evidenced by an addendum signed by authorized representatives of each.
7. That this Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulation or court action, or when Participants agree that a new Agreement would meet their particular needs.

- 8. That this Agreement is binding upon the Participants, their successors and assigns.
- 9. That if any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
- 10. That this Agreement will be ongoing unless a Participant chooses to withdraw from the Agreement.
- 11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

APPROVED by the **Sangamon County** Board on the ____ day of ____, 2013

Sangamon County Board Chair

ATTEST : _____

Date _____

APPROVED by the **Menard County** Board on the ____ day of ____, 2013

Menard County Board Chair

ATTEST: _____

Date _____