

A RESOLUTION TO ENTER INTO AN AGREEMENT FOR APPLICATION AND COORDINATION OF SERVICES FOR FEDERAL SECTION 5311 AND STATE OF ILLINOIS DOWNSTATE OPERATING ASSISTANCE PROGRAM [DOAP] PUBLIC TRANSPORTATION ASSISTANCE ON BEHALF OF MARSHALL COUNTY, ILLINOIS

**MARSHALL COUNTY RESOLUTION NO.: 14-18
Effective February 13, 2014
Amended June 12, 2014**

THIS AGREEMENT, made and entered into this 12th day of June, 2014, by and between Marshall County, Illinois (hereinafter referred to as the "County"), and MSW Projects of Henry, Illinois, 509 University Avenue, Suite 2, Henry, IL 61537 (hereinafter referred to as the "Administrator").

WITNESSETH:

WHEREAS, the County is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the County under Section 5311 of the Federal Transit Act, as amended (49 U.S.C., Section 5311) and Article II of the Illinois Downstate Public Transportation Act (30 ILCS 740/2-1 et. seq.); and

WHEREAS, the County desires to engage the Administrator to render certain technical advice and assistance in the preparation of a combined Federal Transit Administration (hereinafter, FTA) Section 5311 and Illinois Department of Transportation (hereinafter, IDOT) Downstate Operating Assistance Program grant application, collectively referred to herein as "Grants," administration of any such grants received while providing transportation services to the residents of Marshall and Stark Counties.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. GRANT APPLICATION ASSISTANCE

THE ADMINISTRATOR AGREES to timely prepare and submit Grant applications to the Marshall County Board in accordance with all grant application requirements such that Grant applications may be timely submitted to the Grantors.

B. GRANT ADMINISTRATION

THE ADMINISTRATOR AGREES to perform the following duties for the County in consultation with the Chairman of the Marshall County Board of Supervisors, the Marshall County State's Attorney, and their designated representatives:

1. Fulfillment of Grant Agreement Conditions/Requirements

The Administrator will administer the grant in accordance with the provisions of the FTA and IDOT grant agreements between FTA, IDOT and the County to assure the

County's compliance with respect to said grant. The Administrator shall prepare and submit all materials required by FTA and IDOT to satisfy any conditions of the grant agreement to secure grant agreement for the County.

2. Fund Management

The Administrator shall act as coordinator for financial management services, making or causing to be made in the proper manner IDOT vouchers to draw down grant funds and see to the timely payment of those entitled to payment, subject to review and approval by the Program Compliance Oversight Manager ("PCOM").

3. Reporting

The Administrator will establish a grants management filing system and shall prepare and submit all necessary reports, forms, schedules, accounts, and all other documents required or requested by the FTA, IDOT or other state or federal agency or independent firms performing any audit or monitoring activity for program compliance purposes. Copies of all program documents will be maintained at a place designated by the County for a period of three (3) years after program completion. The Administrator shall render quarterly written reports to the County in a format to be agreed upon by the County and Administrator and such other reports to other groups as the County may specify.

The Administrator shall cooperate with and provide all documentation requested by the PCOM in such a manner as to allow the PCOM to complete his/her program responsibilities in a timely manner.

4. Day-to-day Coordination

The Administrator shall at all times during this Agreement be responsible for day-to-day coordination of program activities and shall as often as required, monitor, inspect, and examine the project to insure that all activities, including those of other participating agencies, are being performed in accordance with applicable federal, state, and local requirements.

Administrator shall promptly notify the County in writing if grant funds awarded are not sufficient to provide the transportation services contemplated by this agreement for any portion of the term in this agreement. Administrator agrees not to incur any costs for any purpose in excess of grants received without prior written consent of the County.

C. TRANSPORTATION SERVICES

Administrator shall provide data upon the request of the PCOM and the County regarding transportation services and compliance by Administrator with standards

established by the Illinois Department of Transportation (IDOT) or the Federal Transportation Administration (FTA).

D. COMPENSATION FOR SERVICES

Prior to the beginning of each grant period, Administrator shall prepare a detailed budget for the Marshal County and Stark County transportation program which shall be submitted to the County for its approval. Once approved by the County, the Administrator shall submit quarterly, or more frequently if permitted by IDOT, reimbursement requisitions to the County for expenses incurred during the quarter for transportation services, and transportation related services in accordance with the approved budget.

Administrator and County agree that no compensation will be due to Administrator if no grant funds are received by County.

If this Agreement is terminated for any reason, Administrator shall only be due compensation for services rendered and grant funds received up to the date of termination, any funds advanced to or collected by the Administrator over and above compensation for services rendered hereunder, if any, shall promptly be returned to the County.

E. TRANSPORTATION VEHICLES

Administrator acknowledges that vehicles utilized in providing transportation services under the public transportation system are owned by the County. Administrator agrees to lease said vehicles (see attached Exhibit A for vehicle listing) from County for one dollar (\$1) per year during the term of this agreement.

Administrator also agrees to be responsible for all maintenance, operating and insurance costs related to said vehicles. Administrator agrees that County shall be listed as an "additional insured" on its vehicle insurance policies. Administrator agrees to maintain a minimum of one millions dollars (\$1,000,000.00) in liability insurance in respect of program passengers and to provide an insurance certificate to the County evidencing the insurance coverage.

F. OTHER PROVISIONS

1. This Agreement shall be effective as of July 1, 2014, and shall terminate on June 30, 2015. This Agreement may be extended for ninety (90) days upon the mutual written agreement of the parties hereto.
2. This Agreement shall automatically be terminated under the following conditions:

- a. If the Administrator ceases to exist as an organization under Illinois law.
- b. If the Administrator files for bankruptcy protection or is adjudicated bankrupt.
- c. If grant funds are denied.

This Agreement may be terminated if the County and Administrator mutually agree in writing that the objectives of this Agreement cannot be met.

This Agreement may be terminated by the County if:

- i. The conditions stipulated in the County's grant agreement(s) with FTA and IDOT are not satisfactorily fulfilled;
- ii. The County determines in its sole discretion that the Administrator is not providing the transportation services contemplated herein in a safe and/or efficient manner, or if Administrator is not in compliance with any provision of this Agreement.

County agrees to provide Administrator with thirty (30) days written notice of intent to terminate this Agreement.

- 3. The Administrator shall hold the County harmless from any and all claims, demands and actions based upon or arising out of any services performed by the Administrator, its officers and employees, their associates and their employers under this Agreement.
- 4. This Agreement constitutes the entire Agreement between the parties hereto, and no changes in or additions to said Agreement shall be valid unless in writing signed by the parties hereto.
- 5. The Administrator shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the County for any purpose.
- 6. This Agreement is personal between the County and the Administrator and any assignment of this Agreement is expressly prohibited.
- 7. This Agreement shall be interpreted and construed according to the laws of the State of Illinois.
- 8. The County agrees to pledge its support and assistance to the Administrator on an as needed basis in the coordination of application activities on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED BY THE MARSHALL COUNTY, ILLINOIS, BOARD, a body politic and corporate, that this Agreement be adopted on behalf of Marshall County, Illinois.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Chairman of the Marshall County Board and the Marshall County Clerk and Recorder are hereby authorized to execute this Agreement.

Passed and adopted by the Marshall County Board meeting in regular session on this 12th day of June, 2014.

IN WITNESS WHEREOF, Marshall County, Illinois (County) and MSW Projects of Henry, Illinois (Administrator), have executed this Agreement on this 12th day of June, 2014.

FOR MSW PROJECTS OF HENRY, ILLINOIS (Administrator)




Debbie Daykin, Executive Director

ATTEST:



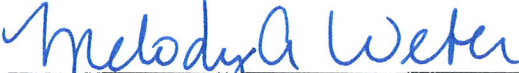
President and CEO of MSW Projects of Henry, Illinois

FOR MARSHALL COUNTY, ILLINOIS (County)



Gary A. Kroeschen, Chairman
Marshall County Board

ATTEST:



Melody A. Weber
Marshall County Clerk and Recorder

AMENDED June 12, 2014

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ATTACHMENT A
LEASED VEHICLES

1. 2002 Ford Van VIN: 1FDXE45F02HB40537
2. 2004 Chevrolet Van VIN: 1GBDX23E14D217214
3. 2008 Chevrolet Van VIN: 1GBDV13W78D211052
4. 2011 Ford Van VIN: 1FDEE3FL3BDB22627
5. 2008 Chevrolet Van VIN: 1GBDV13W78D212444

ATTACHMENT A
LEASED VEHICLES