

MARSHALL COUNTY RESOLUTION NO.: 14-18

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

**THIS AGREEMENT**, made and entered into this 13TH day of FEBRUARY, 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.

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

**A. 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 will also undertake to 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. All other stipulations of this Agreement shall be void if conditions stipulated in the County's grant agreement with the FTA and IDOT are not satisfactorily fulfilled.

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. The County agrees to permit the Administrator to establish a separate interest bearing checking account (or accounts, as necessary) for purpose of this program and to inspect and review all program payments.

### 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 will render reports, either oral or written, at the request of the County concerning the Administrator's activities and program progress to either the Marshall County Board of Supervisors or other groups.

The Administrator shall cooperate with and provide all necessary documentation to the Program Compliance Oversight Monitor (PCOM) in such a manner as to allow compliance of reporting by said PCOM in a timely manner.

### 4. Day-to-day Coordination

The Administrator shall at all times during this Agreement provide the County with 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.

## **B. OTHER PROVISIONS**

1. This Agreement shall be terminated if the Administrator ceases to exist as an organization under Illinois law and other related provisions. In the event that this occurs, this termination will be effective as of the Administrator's dissolution with the County being duly notified in writing. This Agreement may also be terminated if the County and the Administrator mutually agree in writing that the objectives of this Agreement cannot be met. The County and the Administrator mutually agree that no payments to either entity will be made in the event of termination of this Agreement.

2. 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.

3. 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.
4. 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.
5. This Agreement is personal between the County and the Administrator and any assignment of this Agreement is expressly prohibited.
6. This Agreement shall be interpreted and construed according to the laws of the State of Illinois.
7. 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 OF SUPERVISORS**, 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 of Supervisors and the Marshall County Clerk and Recorder are hereby authorized to execute this Agreement.

Passed and adopted by the Marshall County Board of Supervisors meeting in regular session on this 13TH day of FEBRUARY, 2014.

**IN WITNESS WHEREOF**, Marshall County, Illinois (County) and MSW Projects of Henry, Illinois (Administrator), have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**FOR MSW PROJECTS OF HENRY, ILLINOIS (Administrator)**

\_\_\_\_\_  
Debbie Daykin, Program Administrator

**ATTEST:**

\_\_\_\_\_  
President and CEO

**FOR MARSHALL COUNTY, ILLINOIS (County)**

  
\_\_\_\_\_  
Gary A. Kroeschen, Chairman

Marshall County Board of Supervisors

**ATTEST:**

*Melody A. Weber*

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Melody A. Weber  
Marshall County Clerk and Recorder