

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 or assigns.
- 9. That if any section, sentence, clause, phrase or portion of this Intergovernment 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.

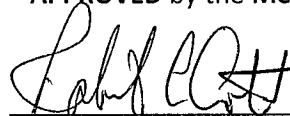
APPROVED by the Sangamon County Board on the _____ day of _____ 2014.

Sangamon County Board Chair

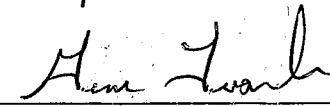
ATTEST: _____

Date _____

APPROVED by the Menard County Board on the 29th day of April 2014.



Menard County Board Chair

ATTEST: 

Date 4-29-14