

Resolution #14-19-20

INTERAGENCY AGREEMENT BETWEEN WARREN COUNTY FOR THE WARREN COUNTY PUBLIC TRANSPORTATION PROGRAM AND WARREN ACHIEVEMENT CENTER, INC.

WHEREAS, the Warren County Public Transportation Program ("WCPT") and Warren Achievement Center, Inc. ("WAC") support the access to and availability of public transportation in Warren County; and

WHEREAS, the WCPT and WAC understand the necessity for interagency cooperation to promote access to and availability of public transportation in Warren County; and

WHEREAS, the WCPT has asked WAC to assist it in the administration of the public transportation program and as the public transportation system provider agency in Warren County; and

WHEREAS, WAC has staff with the expertise to provide public transportation program administrative support and as the system provider.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between Warren County for WCPT and Warren Achievement Center, Inc. as follows:

1. Incorporation of Recitals. The Preamble Recitals of this Interagency Agreement are hereby adopted and incorporated as is fully set forth herein.
2. Approval of Governing Boards: The respective governing bodies of each part of this Agreement have approved and authorized this Agreement and the performance of the activities set forth herein. Each party acknowledges and represents that it has the legal power, right and authority to enter into this Agreement and to perform the duties and obligations contemplated hereby. This agreement sets forth the purposes, powers, rights, objectives and responsibilities of the respective parties with respect to the subject matter hereof.
3. Powers, Rights and Responsibilities of WCPT:
 - a. The WCPT will provide to WAC all reports, data, and information necessary for WAC to provide the administrative support activities defined in this Agreement.
 - b. The WCPT will utilize WAC as the public transportation system provider agency for the duration of this Agreement, located at the Warren County transportation dispatch center, 1360 South Main Street, Monmouth, Illinois.
 - c. The WCPT will utilize funds received from the Federal Section 5311 Operating Assistance Grant and the Illinois Downstate Operating Assistance Grant to pay WAC, the system provider for the public transportation services provided in Warren County, including the following:
 - Drivers and other direct staff wages, salary and fringe benefit costs
 - Warren County's Program Compliance Oversight Monitor (PCOM)
 - Cost of drug testing program
 - Vehicle contract maintenance costs
 - Fuel, oil and tire costs
 - Vehicle maintenance supplies and materials costs
 - Casualty and liability insurance costs
 - IDOT required and necessary mileage, conferences, and meetings of direct program staff

- Marketing and advertising costs
- Utilities and telephone service for the transportation dispatch center
- Vehicle Licensing
- Equipment rental
- Other miscellaneous costs necessary to operate the public transportation program
- Warren Achievement Center, Inc. indirect cost rate (ICR) as negotiated with the Warren County Board for SFY21 to be 24% of the above listed direct program expenses.

d. The WCPT understands and accepts that WAC will have no financial obligations to WCPT for public transportation activities and services provided in Warren County, except for those outlined below.

4. Powers, Rights and Responsibilities of WAC:

- a. WAC will supply required information for the PCOM to prepare and submit to the Illinois Department of Transportation ("IDOT") an annual application for Warren County for public transportation operating assistance funds.
- b. WAC will supply required information for the PCOM to prepare and submit WCPT monthly and quarterly operating and administrative deficit reimbursement reports to IDOT on forms and according to timelines provided and established by IDOT.
- c. WAC will supply required information for the PCOM to prepare and submit applications for WCPT for capital equipment and facilities funding to IDOT as such funding becomes available.
- d. WAC will assist PCOM to monitor all activities of the WCPT program to ensure compliance with federal and state rules and regulations and institute all necessary steps to correct any issues that are not in compliance with federal and state rules and regulations.
- e. WAC will supply required information for the PCOM to prepare and submit annual year-end reports for WCPT concerning the utilization of federal and state funding as required by IDOT.
- f. WAC will supply required information for the PCOM to provide the quarterly public transportation ridership and financial reports for the WCPT governing board(s).
- g. WAC will schedule and dispatch rides for WCPT through the WCPT Dispatch Center.
- h. WAC will utilize its mechanics to maintain and repair WCPT vehicles at Warren County's transportation dispatch center.
- i. WAC will obtain additional grant funding and service contracts as available from the Western Illinois Area Agency on Aging, Monmouth College, van advertising, and others to be retained by WAC as match revenue.
- j. WAC will collect, record, and deposit in WAC bank accounts the public fares and senior contributions as program income.
- k. WAC will pay all unused local Non-DOAP match revenue to the WCPT PCOM checking account after SFY21 reporting has been completed.

5. Time of Performance: The services of WAC shall commence on July 1, 2020 and shall continue until June 30, 2021.

6. Access to Information: It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined previously shall be furnished to WAC by the WCPT. WAC will retain all necessary and required information, data, reports, records, and bank statements for the length of time stipulated by IDOT and allow WCPT and their auditors access to such

records. WCPT will cooperate with WAC in every way possible to facilitate the performance of the duties and responsibilities described in this Agreement.

7. Compensation: WAC will not be compensated for the services outlined in this Agreement, except as noted in the "Powers, Rights and Responsibilities" sections of this Agreement.
8. Indemnification: The WCPT will comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless WAC from and against them.
9. Termination: This Agreement can be terminated, without cause, at any time by either party after giving at least thirty (30) days written notice to the other party of the intent to terminate. The termination notice shall give an effective date of termination.
10. Termination Notices: All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by certified or registered mail addressed to the parties hereto at their respective addresses set forth below:

Notices to the WCPT shall be sent to:
Warren County Public Transportation Program
Warren County
100 West Broadway
Monmouth, Illinois 61462

Notices to WAC shall be sent to:
Bob Ray
Transportation Director
Warren County Public Transportation Program
1360 South Main Street
Monmouth, Illinois 61462

11. Governing Laws. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois.
12. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter and may not be modified except by writing.

IN WITNESS WHEREOF, Warren County for the WCPT has caused this Agreement to be executed by the Chairperson of the Warren County Board, and Warren Achievement Center, Inc. for WAC has caused this Agreement to be executed by its President/CEO pursuant to authority given by the Warren Achievement Center, Inc. Board of Directors.

Warren County for WCPT: _____ Date: _____
County Board Chair

Warren Achievement Center, Inc. for WAC: _____ Date: _____
President/CEO