

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LIVINGSTON, THE COUNTY OF FORD
AND THE COUNTY OF IROQUOIS FOR THE PROVISION OF
PUBLIC TRANSPORTATION

THIS AGREEMENT is entered into by and between the County of Livingston, the County of Ford and the County of Iroquois, hereinafter referred to as the "Participants", for the provision of public transportation in said counties.

WITNESSETH:

WHEREAS, the Participants are units of local government within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into Intergovernmental Agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5ILCS 220/1, et seq; and

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

WHEREAS, Section 18 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service to non-urbanized areas; and

WHEREAS, pursuant to 30 ILCS 740/2-2.04 of the Downstate Public Transportation Act, funds have been allocated through the Illinois Department of Transportation "IDOT", on behalf of and for the support of rural transportation in participating counties; and

WHEREAS, it is the mutual desire of the Participants, as approved by Resolution(s), that the County of Livingston be designated as the "Primary Recipient" with authority to apply for and accept State and Federal non-urban grant assistance under Section 5311 of the Federal Transit Act of 1991 ("Section 5311") and the Illinois Downstate Operating Assistance Program ("DOAP") through the Illinois Department of Transportation ("IDOT") on behalf of and for the support of rural transportation in participating counties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Livingston County shall be designated as the "Primary Recipient" and shall hereby have the authority to apply for and accept State and Federal non-urban grant assistance under Section 5311 of the Federal Transit Act of 1991 ("Section 5311") and the Illinois Downstate Operating Assistance Program ("DOAP") through the Illinois Department of Transportation ("IDOT"), as well as any other applicable grant available for the provision of public transportation.

2. As the Primary Recipient, Livingston County shall be responsible for the ensuring compliance with any and all program and grant requirements.
3. Livingston County shall be responsible for the hiring, employment, oversight, evaluation, including any disciplinary action and/or termination, of a Program Compliance Oversight Monitor "PCOM", the cost of which shall be borne by Livingston County for the term of this Intergovernmental Agreement, and shall count towards Livingston County's matching funds.
4. A Rural Transportation Committee shall be established with said Committee consisting of two voting representatives, appointed by the respective County Board Chairperson of each Participant, for a total of six members.
5. The Rural Transportation Committee shall be responsible for the review of necessary policies and procedures and procuring appropriate service contracts relative to the rural transportation program and shall make recommendation to the Livingston County Board for final approval.
6. The PCOM shall prepare and provide financial, operational, and any other reports deemed necessary, to the Rural Transportation Committee on a quarterly basis.
7. Each Participant shall be responsible for any and all local matching funds on behalf of their respective county; said matching funds may come from any allowable source including, but not limited to, service contracts, agency agreements, and/or county funds; matching fund requirements may be included within service provider agreements as deemed appropriate by the Rural Transportation Committee.
8. Services within each participating County may be limited by the amount of local matching funds available, however, the PCOM and selected service providers shall assist in securing local matching funds.
9. This Intergovernmental Agreement is binding upon the Participants, their successors and assigns.
10. The initial term of this Intergovernmental Agreement shall be from the first date executed below and shall continue until June 30, 2028, unless an extension agreement is approved by all Participants by no later than June 30, 2027.
11. Each Participant shall have the right to terminate this agreement by providing a Notice of Intent to Terminate to all Participants in writing at least eighteen months in advance of said termination.
12. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when the Participants agree that a new Intergovernmental Agreement would meet their particular needs.

13. 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.

14. Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PARTICIPANTS:

Approved by the Ford County Board on the 10th day of Feb., 2025.



Ford County Board Chair

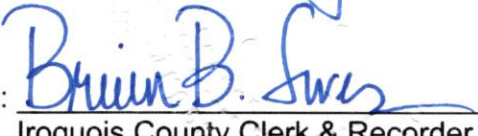
ATTEST: 

Ford County Clerk & Recorder

Approved by the Iroquois County Board on the 11th day of February, 2025.



Iroquois County Board Chair

ATTEST: 

Iroquois County Clerk & Recorder

Approved by the Livingston County Board on the _____ day of _____, 2025.

Livingston County Board Chair

ATTEST: _____
Livingston County Clerk & Recorder