

RESOLUTION NO. 2018-66

RESOLUTION AUTHORIZING AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN AND CHAMPAIGN URBANA MASS TRANSIT
DISTRICT

WHEREAS, THE COUNTY OF CHAMPAIGN ("County") and the CHAMPAIGN URBANA MASS TRANSIT DISTRICT ('CUMTD') support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by the Illinois Department of Transportation-Office of Intermodal Project Implementation ("IDOT-OIPI") Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (Federal Program: "Section 5311") and Downstate Public Transportation Operating Assistance (State Program: "Downstate") Grant Agreements;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission ("RPC"); and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

WHEREAS, the County and CUMTD are currently operating under an Intergovernmental Agreement approved June 22nd, 2017;

WHEREAS, the current Intergovernmental Agreement has been revised to change the allocated cost per hour and total monthly rent agreement between the County and CUMTD for office space and vehicle storage;

NOW, THEREFORE, BE IT RESOLVED that the County Board of Champaign County authorized the County Board Chair to enter into the revised intergovernmental agreement with CUMTD.

PRESENTED, ADOPTED, APPROVED and RECORDED this 19th day of April, 2018.

COUNTY OF CHAMPAIGN

By: C. Pius Weibel

C. Pius Weibel, Chair

Champaign County Board

Attest:

By: Gordy Hulten

Gordy Hulten

Champaign County Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF CHAMPAIGN
AND
CHAMPAIGN URBANA MASS TRANSIT DISTRICT

PREAMBLE

WHEREAS, the County of Champaign (“County”) and the Champaign-Urbana Mass Transit District (“CUMTD”) support the access to, and availability of, public transportation in rural Champaign County through grant funding allocated by the Illinois Department of Transportation – Office of Intermodal Project Implementation (“IDOT-OIPI”) Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (“Section 5311”) (49 USC § 5311), and Downstate Public Transportation Operating Assistance (“Downstate”) Grant Agreement;

WHEREAS, the County and CUMTD understand the advantages of governmental cooperation to promote improved access to and availability of public transportation;

WHEREAS, the County has certain assets which may be used by CUMTD in its provision of public transportation in the County of Champaign;

WHEREAS, the County as legal recipient for Section 5311 and Downstate Operating Assistance funds, designates oversight responsibilities of rural public transportation funding within Champaign County to its Regional Planning Commission (“RPC”), specifically the Program Compliance and Oversight Monitor (PCOM);

WHEREAS, Champaign County Area Rural Transit System (C-CARTS) is the program name under which rural public transportation is provided within Champaign County; and

WHEREAS, CUMTD and the County are empowered to enter into intergovernmental agreements pursuant to the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between the County and CUMTD as follows:

- I. **Incorporation of Recitals.** The Preamble Recitals of this Intergovernmental Agreement (“Agreement”) are hereby adopted and incorporated as if fully set forth herein.
- II. **Limitations.** This Agreement shall not limit or supersede any specified Grant Agreement funding requirements executed between the County and IDOT-OIPI.
- III. **Representations and Compliance with the Intergovernmental Cooperation Act.** The County and CUMTD hereby represent on their behalf as follows:
 - A. Each is a public agency as defined in 5 ILCS 220/2 (Intergovernmental Cooperation Act).

- B. The scope of this Agreement relates to the performance of governmental services, activities or undertakings, which the agencies entering into this Agreement are authorized by law to perform.
- C. The respective governing bodies of each party named here have approved and authorized this Agreement as well as performance 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.
- D. This Agreement fully sets forth the purposes, powers, rights, objectives, and responsibilities of the contracting parties with respect to the subject matter hereof.

IV. Powers, Rights, and Responsibilities of the County.

- A. The County shall lease to CUMTD vehicles awarded to Champaign County for rural public transportation purposes, which are specified within the IDOT-OIPI Grant Agreement, pursuant to Applications made by the County under Section(s) 5310 and 5311 of the Urban Mass Transportation Act of 1964, as amended.
- B. After other transportation related assets are procured through IDOT-OIPI for Champaign County rural public transportation services, the County shall have the option to lease those items to CUMTD through a leasing agreement.

V. Powers, Rights, and Responsibilities of RPC. The RPC shall provide transportation services oversight on behalf of the County by:

- A. Facilitating the Champaign County Rural Transit Advisory Group ("RTAG"), a subcommittee of the County's Board as described in the adopted bylaws. In doing so, will ensure that the subcommittee is in compliance with the Illinois Open Meetings Act (5 ILCS 1201 et seq.);
- B. Maintaining Champaign County copies of current CUMTD service operation and vehicle maintenance policies;
- C. Collecting CUMTD transportation service reports that include all data, trip denials, public complaints, and fiscal information and periodically verifying accuracy of reports along with associated service policies and practices; and
- D. Preparing quarterly and annually transportation service reports to be presented to the RTAG and the Champaign County Board.
- E. Developing and updating a Public Transportation Service Plan.
- F. Attending local coordination meetings and statewide training sessions.
- G. Providing fiscal administration oversight on behalf of the County by:
 - i. Quarterly reviewing and approving state and federal requests for payment (from here forth referred to as "requisitions") to IDOT-OIPI;
 - ii. Reviewing and keeping files on any grant related fiscal reports and records; and
 - iii. Reviewing and approving any grant application materials prepared on behalf of Champaign County.
- H. Preparing the following sections of the Section 5311 grant application for each fiscal year:
 - i. Section I: Introduction

- ii. Section II: Section 5311 Grant Application Checklist
 - iii. Section III: Uniform Application for State Assistance
 - iv. Section IV: Description of the Project
 - v. Section V: Grantee Information and Service Operators
 - vi. Section VI: Other Transportation Services
 - vii. Section VII: Public Transit Employee Protections
 - viii. Section VIII: Local Planning Efforts
 - ix. Section XI: Forms, Certifications and Assurances
 - x. Exhibit A: Title VI Questionnaire
 - xi. Exhibit C: Standard Certifications and Assurances
 - xii. Exhibit D: Board Resolution
 - xiii. Exhibit E: Special Section 5333(B) Warranty for Application to the Small Urban and Rural Program
 - xiv. Exhibit G: Applicant's Certification of Intent
 - xv. Exhibit H: Ordinance
 - xvi. Table 1: 5311 Proposed System Service Level
 - xvii. Attachment I: Map of Service Area
 - xviii. Attachment II: Documentation of Applicant's Effort to Involve the Private Sector
 - xix. Attachment VI: Certified Copy of Public Notice for Public Hearing
 - xx. Attachment VII: Copy of Minutes of Public Hearing in Support of the Application
- I. Preparing the following sections of the Downstate Operating Assistance Program (DOAP) grant application for each fiscal year:
- i. Uniform Application for State Assistance
 - ii. Form OP-1: Cover Letter
 - iii. Form OP-2: Description of Applicant's Organization
 - iv. Form OP-3: Summary of Totals for Revenues and Expenses
 - v. Form OP-6b & OP-6c: Vehicle Use & Passengers
- J. Preparing the following reports and documents for each fiscal quarter:
- i. Disadvantaged Business Enterprise (DBE) Letter
 - ii. Charter Letter
 - iii. PCOM Quarterly Report
 - iv. Grant Funds Recovery Act (GFRA) Reports for Operating and Capital Grants
- K. Preparing the following year-end documents:
- i. National Transit Database (NTD) Report (due August 1st)

- ii. Non-DOAP Local Match Survey (due August 1st)
- L. Providing compliance and liability oversight on behalf of the County by:
- i. Participating throughout the IDOT-OIPI's program review of CUMTD;
 - ii. Maintaining vehicle titles and tracking all corresponding liability insurances purchased by CUMTD for vehicles owned by Champaign County; and
 - iii. Annually verifying compliance and vehicle maintenance practices are being followed by reviewing fiscal, service, and maintenance records. Additionally, RPC will communicate with IDOT-OIPI to ensure all compliance requirements are up to date and currently being met for any executed Grant Agreement.

For the above described oversight activities, the RPC will track oversight hours and related Champaign County administrative expenses and submit these to CUMTD on a monthly basis for inclusion in requisitions. Such expenses shall not exceed amounts provided for in the Grants for such expenses.

The RPC will retain the portion of funding submitted for oversight activities and will pass through all remaining administration as well as operating reimbursement to CUMTD within two weeks upon receipt of said grant funds.

VI. CUMTD Responsibilities.

- A. To the extent it has the legal authority; CUMTD shall provide rural public transportation in the County of Champaign, Illinois.
- B. CUMTD shall prepare on behalf of the County the following sections of the Section 5311 grant application for each fiscal year and submit application materials for RPC review and approval:
 - i. Section IX: Project Cost and Revenue Proposal
 - ii. Exhibit B: Proposed GATA and Exhibit B Budget for the fiscal year
 - iii. Exhibit I: Non-Vehicle Capital Asset Inventory
 - iv. Exhibit J: Vehicle Asset Inventory
 - v. Attachment III: Organizational Chart for the Operator
 - vi. Attachment V: Copy of Most Recent Audit & 5311 Annual Financial Report
- C. CUMTD shall prepare on behalf of the County the following sections of the DOAP grant application for each fiscal year and submit application materials for RPC review and approval:
 - i. Form 501: Operating Labor Summary
 - ii. Rural DOAP GATA Budget
- D. CUMTD shall prepare on behalf of the County the following documents and reports for each fiscal quarter and submit materials to RPC for review and approval:
 - i. Section 5311 Request for Payment
 - ii. Form OP-4: Itemization of Operating Revenues and Expenses
 - iii. DOAP Request for Payment

- iv. Public Transit Account (PTA) Reconciliation
- E. CUMTD shall prepare on behalf of the County the following year-end documents and reports for each fiscal year and submit materials to RPC for review and approval:
 - i. OP-9 Report: Labor & Operating Data (due August 1st)
 - ii. Final OP-10D (due August 1st)
 - iii. Section 5311 Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
 - iv. DOAP Audited Schedule of Revenue and Expenses (ASRE) (due December 31st)
- F. In order to operate rural public transportation services for the County of Champaign, Illinois, by entering into this Agreement, CUMTD shall be responsible for all current and future applicable state, federal, and/or funding program rules, requirements, and regulations listed below in **Section VIII. Identification of Applicable Transportation Service Regulations**, except as undertaken by the County and RPC in sections IV and V.
- G. When procuring goods and/or services with a combined value in excess of \$250,000, CUMTD shall make a genuine good faith effort to explore Disadvantaged Business Enterprises (“DBE”) contracting opportunities to the greatest extent possible. In the event combined procured goods and/or services exceed \$250,000, CUMTD shall establish a DBE plan as federally required and amend this Agreement accordingly.
- H. CUMTD, as Champaign County’s designated rural operator, shall ensure financial accountability by utilizing a third party independent auditor to conduct its annual fiscal and compliance audit. Audit schedules as required by IDOT shall support the operating and administrative costs claimed for reimbursement under the Section 5311 grant award. Audit documents will be forwarded to IDOT-OIPI upon completion according to a minimum federal contract and program requirements.
- I. It is the goal of Champaign County that all employee hiring, pay actions and advancements are made on the basis of merit.
 - i. CUMTD will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability. CUMTD in all solicitations or advertisements for employees placed by or on behalf of Champaign County; shall state that all qualified applicants will receive consideration for employment without regard for age, race, creed, color, national origin, ancestry, marital status, sexual orientation or disability.
 - ii. CUMTD will employ, promote and demote persons based on performance, qualifications and merit and will not discriminate in favor of the employment of relatives or family members. Relative or family member is defined as one of the following: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, or members of the same household. Should CUMTD employ, promote or demote a family member of an existing CUMTD employee, CUMTD will notify Champaign County’s PCOM before the hire or promotion.
- J. CUMTD shall operate Champaign County rural public transportation services in compliance with any Grant Applications made on behalf of the County and/or Agreements between the County and IDOT-OIPI.

- i. Between July 1st, 2017 and June 30th, 2020 Champaign County rural transportation services are subject to the requirements contained in Non-Metro Area Transportation Operating, Operating Capital and Administrative Assistance (49 USC § 5311) and Downstate Public Transportation Operating Assistance Grant Agreement;
- ii. Therefore, the following *Champaign County Rural Public Transportation Service Parameters* **hereto are set forth below** unless amended.

VII. **Champaign County Rural Public Transportation Service Parameters.**

- A. **Minimum Service Days & Hours.** Barring natural disasters, unsafe weather conditions, mutually agreed upon holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day), and unforeseen reduction of available fleet size; CUMTD will operate Champaign County rural public transportation services with a minimum of five (5) vehicles Monday to Friday from 6:00 AM to 6:00 PM continuously between July 1st, 2017 and June 30th, 2020.
- B. **Service Reporting & Approval.** CUMTD shall provide RTAG quarterly and annually service reports as well as any grant applications for rural service made on behalf of the County or other agreements for rural service within Champaign County for review and approval. Quarterly, CUMTD shall provide all service data to RPC for performance evaluation. In the case of a temporary suspension of rural transportation services caused by emergency or unforeseen circumstances, RPC will be informed immediately. Except in case of an emergency or exigent circumstances, both CUMTD and RPC will agree in writing about the changes to rural transportation services before CUMTD implements such changes to the services.
- C. **Grant Funding & Local Match.**
 - i. Service contracts operating at the end of each fiscal year shall continue as a source of local match for the next fiscal year. However, to make a good faith effort to be a sustainable rural transit system with diverse local match sources and in an effort to obtain the maximum federal and state funding, RPC staff and CUMTD staff will work together to seek a diverse mix of local match funding sources. RPC staff will twice a year identify potential sources of local match revenue currently not being sought by CUMTD, and work with CUMTD to develop a strategy to access these other local funds. CUMTD will be responsible for providing all cost estimates associated with the development of any service contracts.
 - ii. CUMTD is expected to monitor the grant funding spend down on a monthly basis and to provide a quarterly status report to RTAG and RPC on how fiscal operations are progressing. If at any time the Downstate funding is unexpectedly discontinued or if the expenses of the system far outpace the availability of federal, state, and local match funding, CUMTD shall submit a 90-day notice of service reductions or termination of transportation services, in order to operate within the funding limitations as budgeted in the grant application.
- D. **Quarterly Expenditures and Requisitions.** In accordance with Grant Agreements between IDOT-OIPI and Champaign County for rural public transportation services, for each quarter CUMTD transportation expenditures shall not exceed 25% of all awarded grant funds for rural public transportation (i.e. Section 5311 and IL Downstate Operating Assistance Program). In the event unanticipated expenditures result in a quarterly requisition going over said ceiling amount, CUMTD shall notify RPC in writing, no later than two weeks after charges have been incurred, to explain the overages, how the remaining year operations will be covered, and request an

approved exception for the particular quarter. RPC shall monthly provide CUMTD a copy of all oversight administrative services performed as well as all documentation required by CUMTD Auditor. CUMTD shall quarterly prepare and submit to RPC the requisitions along with any other IDOT-OIPI and/or County required documentation. CUMTD shall ensure the eligibility of all expenditures within the prepared requisition. CUMTD shall make available to RPC staff any applicable fiscal documentation necessary to review accuracy of the requisitions to be submitted. RPC will review the submitted requisitions for accuracy and the County's Authorized representative will approve and sign said requisitions to be sent to IDOT-OIPI for payment. RPC will submit the requisitions and other documentation to IDOT-OIPI and will maintain a copy of each requisition for the County's records. Such submittal shall be made by RPC within seven (7) days after CUMTD has provided RPC with any documents requested by RPC.

- E. **Rolling Stock Lease Agreement.** CUMTD will lease rolling stock from Champaign County to operate the rural public transportation services in Champaign County for \$1 per year per vehicle as available. Refer to *Vehicle Lease Agreement between County of Champaign, Illinois and Champaign Urbana Mass Transit District* for additional terms and conditions.
- F. **Office and Vehicle Storage Lease Agreement.** Champaign County will lease office space and indoor/outdoor vehicle storage from CUMTD as set forth in the *Lease Agreement between County of Champaign, IL and Champaign Urbana Mass Transit District*, included in this IGA as an addendum.
- G. **Vehicle Maintenance.** CUMTD shall provide for leased vehicle preventative and comprehensive maintenance in compliance with all federal, state, and/or funding program requirements by following IDOT-OIPI compliant vehicle maintenance plan and policies. CUMTD shall track maintenance costs of vehicles used for Champaign County rural transportation services separately. Maintenance costs tracked separately for the appropriate Champaign County rural public transportation services are eligible expenditures under requisitions for Champaign County FY2018 – FY2020 Downstate Operating Assistance Program Grant Agreements and are reimbursed to CUMTD upon receipt of DOAP funds. CUMTD shall ensure compliance of vehicle maintenance as required under federal regulations and funding program requirements. CUMTD shall keep comprehensive maintenance records and have these records annually available for RPC oversight. Cost parameters for vehicle maintenance include:
 - i. CUMTD will perform all preventative maintenance, mechanical repair work, body shop work, and road calls requested at the actual hourly rate needed for the work. The FY2019 hourly rate for all services is \$43.33 and \$44.58 in FY2020.
 - ii. CUMTD will charge the cost of any required parts at current pricing.
 - iii. The hourly rate for service will increase to \$43.33 in FY2019 and \$44.58 in FY2020. CUMTD will reconcile these rates to the audited actual rates each year, and increase or decrease the rate for the following fiscal year.
 - iv. CUMTD will fuel C-CARTS vehicles as requested. The cost per gallon will be calculated as a monthly average based on overall CUMTD fuel purchases.
 - v. CUMTD will wash, sweep, and empty the trash of each C-CARTS vehicle during the weekend. Each wash will be charged at \$3 a wash.
 - vi. CUMTD will charge C-CARTS a monthly administrative fee of \$250.

H. **Vehicle Liability Insurance.** CUMTD shall maintain adequate liability insurance to operate the public services as specified by IDOT to be primary, and not excessive or contributory, and at minimum afford the following coverage levels:

Combined single limit	\$1 million
Medical Payments	\$5,000
Hired and Non-Owned	\$1 million

VIII. **Identification of All Applicable Transportation Service Regulations.** The provision of rural public transportation services within the County of Champaign, Illinois is subject to the rules and regulations found in the following documents:

- A. The United States Department of Transportation (USDOT) Federal Transit Administration (FTA) Master Agreement as published on FTA's website and authorized by the Federal Ledger;
- B. Any Grant Agreement between IDOT-OIPI and the County executed and filed with IDOT-OIPI officers and copy retained in the County's records; and
- C. Any Grant Application(s) made to IDOT-OIPI on behalf of the County, which includes resolutions made by the Champaign County Board: 1) Illinois Department of Transportation ("IDOT") and FTA Assistance Programs Joint Certifications and Assurances, and 2) 5333b Special Warranty.

IX. **Terms.**

- A. The term of this Agreement shall be from July 1st, 2017 to June 30th, 2020. Upon written notice:
 - i. CUMTD may suspend or terminate all or part of this agreement when the County is, or has been, in material violation of the terms of this Agreement, or at CUMTD's convenience,
 - ii. The County may terminate all or part of this agreement when it determines, in its sole discretion, that the purpose of the Champaign County rural public transportation services would not be adequately served by continuation of the IDOT-OIPI Grant Agreement or at the County's convenience.
- B. Termination of any part of this Agreement will not invalidate obligations properly incurred by CUMTD prior to the date of termination; to the extent they are non-cancelable. Neither the acceptance of a remittance by the County of any or all Champaign County rural transportation services from the IDOT-OIPI Grant Agreement nor the closing out of CUMTD expenditures for Champaign County rural transportation service shall constitute a waiver of any claim which the IDOT-OIPI Grant Agreement may otherwise have arising out of this Agreement.

X. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and personally delivered or registered or certified mail, postage pre-paid, return receipt requested and addressed to the parties hereto at their respective addresses set forth below. Such notice or other communications shall be deemed given upon receipt or one (1) business day after tendering to an overnight air-express service.

Notice to CUMTD shall be sent to:
Managing Director
Champaign Urbana Mass Transit District
1101 E. University Avenue
Urbana, IL 61802

- XI. Governing Law and Venue. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Illinois. The parties agree that the venue for any action pertaining hereto shall be in Champaign County, Illinois.
- XII. 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.
- XIII. Compliance with Law. The County and CUMTD shall comply with all the applicable provisions of local, state, and federal laws relating to the performance of the terms of this Agreement.

IN WITNESS WHERE OF, the County has caused this Agreement to be executed by the Chair of the Champaign County Board and attested by the County Clerk pursuant to authority given by the Champaign County Board, and CUMTD has caused this Agreement to be executed by its Managing Director pursuant to authority given by its Board of Directors this 30th of May, 2018.

COUNTY OF CHAMPAIGN

By: C. Pius Weibel
C. Pius Weibel, Chair
Champaign County Board

Attest:

By: Gordy Hullen
Gordy Hullen,
Champaign County Clerk

CHAMPAIGN URBANA MASS TRANSIT DISTRICT

By: Karl Gnadt
Karl Gnadt, Managing Director
CUMTD

Exhibit A

It is recognized by the parties that the amounts set forth in this work order are premised on the current level of support by the State of Illinois as set forth in the Downstate Public Transportation Act (30 ILCS 740/1-1 et. Seq.) (“the Act”).

If at any time after the execution of this agreement by the parties, state reimbursement is reduced from its current 65% level contained in the Act, the amount contained in the work order shall be adjusted to automatically reflect the amount of any such decrease. The increase in cost to the customer shall be in the same percentage of the decrease in state support.

The following table shows examples of how customer cost will be determined for maintenance:

Fiscal Year	Fully Allocated Cost per Hour	Level of State Reimbursement	Local Share (Cost to Customer)	Hourly Rate Charged to Customer
2019	\$123.81	65%	35%	\$43.33
2020	\$127.36	65%	35%	\$44.58

Exhibit B

C-CARTS agrees to pay to CUMTD as rent for the initial term of the Agreement, by the following schedule:

\$15.00/sf July 1, 2018 through June 30, 2020 or \$1034.38/month for office space; and

\$5.00/sf July 1, 2018 through June 30, 2020 or \$666.67/month for interior parking for 8 service vehicles; and

\$3.00/sf July 1, 2018 through June 30, 2020 or \$300.00/month for exterior parking for 6 service vehicles.

Monthly rent total for July 1, 2018 through June 30, 2020 totals \$24,012.60 or \$2,001.05/month.

ALL RENT PAYMENTS SHALL BE MADE PAYABLE TO CUMTD AT:

CUMTD
1101 E. University Avenue
Urbana, Illinois 61802-2009