

LEE COUNTY BOARD
Dixon, Illinois

RESOLUTION NO. _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LEE COUNTY BOARD AND LEE-OGLE TRANSPORTATION SYSTEM
REIMBURSEMENT OF COSTS**

This Memorandum of Understanding, hereinafter referred to as “MOU”, entered into this ~~21st-19th~~ day of ~~December, 2021~~January, 2023, by and between the Lee County Board, a political subdivision of the State of Illinois, hereinafter referred to as “COUNTY”, and the Lee-Ogle Transportations System, a department of Lee County, IL government, hereinafter referred to as “LOTS”, sets forth the terms and understanding between the parties.

WHEREAS, Lee County is the grantee of the 5311 Federal Transportation Funding (“5311”), Downstate Operating Assistance Program, hereinafter referred to as “DOAP”, provided by the State of Illinois, as well as several other grant funded projects such as the InterCity Bus Livability/Greyhound Connect (“5311F”), and Downstate Capital Improvement Fund; and,

WHEREAS, IN 2010 Ogle County signed an intergovernmental agreement with Lee County to provide public transportation in the two county region; and,

WHEREAS, the COUNTY established the Lee-Ogle Transportation System (LOTS) for the administration of transportation grants awarded to the COUNTY; and,

WHEREAS, the COUNTY is responsible for all oversight of LOTS; and,

WHEREAS, the COUNTY provides services and support in the day-to-day operation of LOTS, including but not limited to payroll, accounts payable/receivable, and insurance coverage; ~~and custodial and maintenance services~~; and,

WHEREAS, DOAP and other grant funding awarded to LOTS allow for the reimbursement of eligible direct and indirect costs related to the day-to-day operation of LOTS.

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WHEREAS, direct costs are those eligible expenses incurred by LOTS that are directly related to and strictly benefit only the public transportation program, and can be assigned to a particular cost objective with a high degree of accuracy; and,

WHEREAS, indirect costs are those expenses incurred by LOTS that benefit more than one cost objective or program and cannot be accurately identified or allocated to a particular program; and,

WHEREAS, both the COUNTY and LOTS wish to identify to the extent possible the eligible direct and indirect costs related to the day-to-day administration of the LOTS grants in order to accurately and properly reimburse the COUNTY for expenses incurred in the operation of the LOTS transportation system.

NOW THEREFORE BE IT RESOLVED by the Lee County Board that the COUNTY and LOTS hereby enter into this Memorandum of Understanding as follows:

- I. Termination of Prior Memorandums of Understanding. Upon the effectiveness of this MOU, prior MOU Resolutions #02-19-006 and 09-19-024 shall terminate and be of no further force and effect, and shall be superseded and replaced in its entirety by this MOU.
- II. Direct Costs for Services. The COUNTY agrees to provide the following services and support to LOTS:
 - a. Lee County Treasurer's Office. The Lee County Treasurer's office will provide an estimated 20 hours monthly to provide 1) payroll services 2) payment of invoices as approved by the designated committee of the County Board, 3) collection and recording revenues, 4) running reports as requested by the administration of LOTS, 5) and other duties related to LOTS payroll, accounts payable, and accounts receivable functions as directed by the County Board.
 - ~~b. Maintenance Department. The Lee County Maintenance Department will provide janitorial and preventative maintenance services, estimated at 40 hours monthly, including but not limited to 1) daily cleaning of offices, public areas, bathrooms, floors, windows, and Greyhound lobby area. 2)~~

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~~mowing and snow removal when the LOTS mechanic is on vacation or other leave.~~

- ~~e.b.~~ Insurance Coverage. The COUNTY will provide property/liability insurance coverage for property and vehicles used in the day-to-day operation of LOTS. LOTS will provide an annual itemized list of property, buildings, vehicles, and any other items relevant for said insurance coverage, and will notify the COUNTY immediately, or as soon as possible of additions or corrections to the annual list.
- ~~d.c.~~ VOIP Phone Service. The Lee County IT Department will receive the county-wide monthly VOIP phone statements. Upon review of the statement, the IT Department will forward the statements or that part of the statements associated with LOTS' 15 in-bound lines, one toll-free line, and services to support these lines, to LOTS for direct payment.
- ~~e.d.~~ iFiber Service. The Lee County IT Department will receive the iFiber quarterly statements for the iFiber high speed fiber connection installed in the Law Enforcement Center and LOTS. Upon review of the statements, the IT Department will forward two of the four quarterly statements to LOTS for direct payment. The remaining two quarterly payments will be paid by Lee County.
- III. Fees/Direct Costs. LOTS agrees to seek reimbursement of the fees identified in ADDENDUM A (attached), related to these direct cost services provided by the COUNTY to LOTS, from appropriate and eligible grant programs. The monthly fees identified in ADDENDUM A shall be adjusted each January 1st the MOU is in full force and effect, by a percentage equal to the annual percentage change in the Consumer Price Index for all Urban Consumers (CPI-U) statistics published by the United States Bureau of Labor, and posted annually on the Illinois Department of Revenue website.
- IV. Fees/Indirect Costs. LOTS agrees to annually review and seek reimbursement to the COUNTY for any eligible indirect costs incurred by the COUNTY, pursuant to the Federal Transit Administration guidelines.
- V. Term/Termination/Extension. This MOU shall take effect upon the execution by LOTS and the COUNTY, and shall continue in effect (indefinitely) unless

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terminated by either party upon thirty (30) days written notice, or until such time as LOTS becomes an independent Mass Transit District.

- VI. Funding allocation. This MOU is contingent upon governmental funding and legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this MOU, the MOU may be terminated by either party upon thirty (30) days written notice.
- VII. Supervision of COUNTY Personnel. The COUNTY shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the COUNTY. The COUNTY'S standard of performance and personnel policies shall govern all persons performing work or services under this MOU.

IN WITNESS WHEREOF, the parties hereto have executed to this MOU on the dates set forth below:

Lee County

Lee County Board Chair

Date: _____

Lee-Ogle Transportation System

LOTS Director

Date: _____

ATTEST:

County Clerk

Date: _____

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ADDENDUM A
MONTHLY DIRECT COSTS

	Monthly Cost
Staff Support	
Treasurer's Office Staff Support (20 Hrs @ \$30.00/hr)	\$600
Custodian/Maintenance Staff Support (40 Hrs @ \$24/hr)	\$960
Auto Insurance	\$975
Property/Liability Insurance	\$148
Total Monthly Costs	\$2,683 <u>\$1,723</u>