

FILED

NOV 06 2015

Don J. King
Sangamon County Clerk

13-1

Contract for Transportation Consultant Services

The parties to this agreement are Sangamon County, Illinois, and Kate Downing.

WHEREAS, it is the desire of Sangamon County, Illinois, through its independent efforts and in cooperation with other governmental entities, to provide transportation services to Sangamon County and Menard County residents residing in rural areas;

WHEREAS, historically, said transportation services have been provided through the Sangamon Menard Area Regional Transit (SMART) program;

WHEREAS, due to funding and other uncertainties, that Sangamon County and Menard County residents can continue to have access to said transportation services is not assured, but Sangamon County desires that an investigation of the possible means and methods of continuing to provide the desired services be pursued by an independent consultant having experience in providing the desired transportation services and that current SMART director functions continue to be performed while the investigation is ongoing;

WHEREAS, Kate Downing has experience in said transportation services gained through her past service as SMART's director; and

WHEREAS, the parties desire to contract for Kate Downing to provide the desired investigation and recommendations and, additionally, contemporaneously perform the functions formerly provided by the SMART director in return for Sangamon County compensating her for these consulting services.

WHEREFORE, the parties agree as follows:

- (1) For the time period October 1, 2015, through December 31, 2015, Kate Downing will perform all duties formerly performed by the SMART director and, in addition, shall perform an investigation and make recommendations to Sangamon County regarding possible means for it to both provide and fund the desired transportation services. At a minimum of once every ten working days, Kate Downing will meet with Sangamon County representatives to keep them abreast of her progress and recommendations.
- (2) In compensation for these services, Sangamon County shall pay Kate Downing \$31.16 per hour. Kate Downing shall submit monthly invoices, and the invoices shall be paid by Sangamon County within five days of their receipt. In no event shall compensation paid to Kate Downing under this contract exceed \$15,200.
- (3) Either party may cancel this contract upon two-weeks, written notice.

- (4) All documents, reports, or other work product developed by Kate Downing during the performance of this contract shall become the exclusive property of Sangamon County.
- (5) While performing the services required by this contract, Kate Downing shall at all times act as an independent contractor and shall under no circumstances act as or be deemed an employee of Sangamon County. The parties agree that Kate Downing alone shall control the timing, location, means, and manner of her performance under this contract.

SANGAMON COUNTY, ILLINOIS

By: *[Signature]*

Its: Chairman

Date: 10-1-15

Kate Downing

Kate Downing

Date: 10-1-15