MECOSTA OSCEOLA TRANSIT AUTHORITY  
(NAME OF AGENCY)

Inter-Local Agreement to Cross Jurisdictional Boundaries

This agreement is entered into this ____ day of _________, 20__, by and between the Mecosta Osceola Transit Authority (MOTA) and (Name of Agency).

WHEREAS, each of the above said parties exists as a public entity within the State of Michigan; and

WHEREAS, each of the above said entities is interested in promoting the widest range of safe, meaningful, and cost-effective transportation services possible; and

WHEREAS, both of the above said entities are willing to be of mutual assistance to the other in the event it is necessary for their respective public transportation systems to cross jurisdictional boundaries, and

WHEREAS, the governmental bodies of each of the above said entities are authorized to execute this Agreement.

NOW THEREFORE BE IT RESOLVED, that in consideration of the mutual interest of each of these transportation systems, it is agreed as follows:

1. Each of the above said entities, while operating within the jurisdictional boundaries of the other, shall provide and maintain, at its own expense, insurance coverage for its own employees and equipment, public liability insurance coverage against bodily injury and death, and property damage insurance for any action of its employees or equipment, as required by the laws of the State of Michigan. A certificate evidencing the existence of such coverage shall be delivered to the other entity upon request.

2. Each of the above said entities shall save and hold harmless the other party to this agreement for any and all loss, damage, claims, penalties, liability and expense, including attorney fees, arising from operations conducted within the jurisdictional boundaries of the other.

3. Each of the above said entities shall coordinate and assist each other when appropriate in providing safe, meaningful, and cost-effective transportation services.

4. Neither of the above said entities, while operating vehicles ‘to’, ‘from’, ‘through’, or ‘within’ the jurisdictional boundaries of the other, shall provide
‘open door’ transportation services within the above said jurisdiction without the expressed written consent of the other.

5. This Agreement shall continue in full force and effect from the date of execution of the Agreement and thereafter from year to year unless one of the above said entities serves written notice upon the other of its intent to withdraw from the Agreement at least ninety (90) days in advance of the intended date to do so.

IN WITNESS THEREOF, the Mecosta Osceola Transit Authority has authorized its respective representative to execute this agreement.

Ron Schalow, Executive Director, MOTA

Mike Tillman, Board Chair, MOTA

IN WITNESS THEREOF, the (Name of Agency) has authorized its respective representative to execute this agreement.

(Name), (Title)

(Name), (Title)