

**AGENDA**  
**Board of Trustees Meeting**  
 Madison County Mass Transit District  
 8:30 a.m., Thursday, May 27, 2021  
 One Transit Way, Granite City, Illinois

<u>Section</u>	<u>Item</u>	<u>Recommendation</u>
I.	<b>Pledge of Allegiance.</b>	
II.	<b>Call to Order: Roll Call.</b>	
III.	<b>Public Comments.</b>	
IV.	<b><u>Consideration of the minutes of the April 29, 2021, regular meeting for inclusion in the District's official records.</u></b>	Discussion/ Action
V.	<b><u>Financial:</u></b>	
	A. Payments and Claims: Consideration of the April 2021 claims for payment.	Discussion/Action
	B. Monthly Financial Report: Review of the monthly financial records as of April 30, 2021.	Discussion/ Action
	C. Update on RFP for Broker Services	Discussion
VI.	<b><u>Services:</u></b>	
	A. Managing Director's Report, SJ Morrison	Information
	B. Proposal for August 2021 Service Change	Discussion/ Action
	C. Resolution 21-45 Authorizing the Extension and/or Amendment of the Motor Vehicle Lease and/or Maintenance Agreements	Discussion/ Action
	D. Resolution 21-46 Authorizing an Award of Contract for Grounds Maintenance Facility Phase I Design Services	Discussion/ Action
	E. Resolution 21-47 Authorizing an Award of Contract for Grounds Maintenance Facility Phase II Design Services	Discussion/ Action
	F. Resolution 21-48 Authorizing an Award of Contract for Energy Efficiency Lighting Improvements	Discussion/ Action
	G. Proposed IL-111 Transfer Station	Discussion
VII.	<b><u>Other Business.</u></b>	Discussion
VIII.	<b><u>Executive session to discuss the acquisition or lease of real property under (5), and litigation under (11) of the Open Meetings Act (5 ILCS 120/2(c)).</u></b>	
IX.	<b>Adjournment.</b>	Discussion/ Action

**MINUTES**

**Board of Trustees**

Madison County Mass Transit District  
8:30 a.m., Thursday, April 29, 2021  
One Transit Way, Granite City, Illinois

**I. Pledge of Allegiance**

Trustee Schmidt led the reciting of the Pledge of Allegiance.

**II. Call to Order: Roll Call**

Chairman Jedda called the meeting to order at 8:30 a.m.

MEMBERS PRESENT: ALLEN P. ADOMITE, ANDREW F. ECONOMY,  
CHRISTOPHER GUY, RONALD L. JEDDA, and J. KELLY  
SCHMIDT.

MEMBERS ABSENT: NONE.

OTHERS PRESENT: ANDREW CARRUTHERS, LEGAL COUNSEL, STEVEN J.  
MORRISON, ACT; AMANDA SMITH, ACT; MICHELLE  
DOMER, ACT; ROB SCHMIDT, ACT; SUMMER MOORE,  
ACT; AND DEBBIE BARRON, ACT.

**III. Public Comments:**

No public comments were presented.

**IV. Consideration of the minutes of the March 25, 2021, regular meeting, and April 19, 2021, special meeting, for inclusion in the District's official records.**

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY,  
TO APPROVE THE MINUTES FOR INCLUSION IN THE OFFICIAL RECORDS OF THE  
DISTRICT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	NO RESPONSE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

GUY NO RESPONSE. ALL AYES. NO NAYS. MOTION CARRIED.



V. Financial:

- A. TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE OF THE FOLLOWING ORDINANCE:

21-01 TENTATIVE ANNUAL BUDGET AND APPROPRIATION OF THE MADISON COUNTY MASS TRANSIT DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2021, AND ENDING JUNE 30, 2022

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

- B. Payments and Claims: Consideration of the March 2021 claims for payment:

Managing Director Steven J. Morrison presented the payments and claims report.

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS, EXCLUDING THE PAYMENTS AND CLAIMS TO THE CITY OF TROY AND THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE ECONOMY MADE THE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE THE PAYMENTS AND CLAIMS TO THE CITY OF TROY.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	ABSTAINED
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE

RONALD L. JEDDA            AYE  
J. KELLY SCHMIDT         AYE

ADOMITE ABSTAINED. ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE ADOMITE MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO APPROVE THE PAYMENTS AND CLAIMS TO THE AGENCY FOR COMMUNITY TRANSIT.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE         AYE  
ANDREW F. ECONOMY      AYE  
CHRISTOPHER C. GUY     AYE  
RONALD L. JEDDA         AYE  
J. KELLY SCHMIDT         ABSTAINED

SCHMIDT ABSTAINED. ALL AYES. NO NAYS. MOTION CARRIED.

**VI. Transit Service:**

C. Presentation of Vehicle to the City of Highland

The City of Highland vehicle was presented.

**V. Financial:**

C. Monthly Financial Report: Review of the monthly financial records as of March 31, 2021.

Managing Director Steven J. Morrison presented the monthly financial report.

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO APPROVE OF THE MONTHLY FINANCIAL REPORT AS OF DATE.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE         AYE  
ANDREW F. ECONOMY      AYE  
CHRISTOPHER C. GUY     AYE  
RONALD L. JEDDA         AYE  
J. KELLY SCHMIDT         AYE

ALL AYES. NO NAYS. MOTION CARRIED.

D. Quarterly Investment Report

ACT Director of Accounting, Michelle Domer, presented the Quarterly Investment Report.

There was a discussion on the investment policy goals and how the policy goals would differ based on the current rate environment.

E. Update on RFP for Broker Services

ACT Director of Accounting, Michelle Domer, provided an update on the RFP for Broker Services.

VI. **Transit Service:**

A. Managing Director's Report, Steven J. Morrison

There are currently no staff members positive for COVID-19. One employee was awaiting results. The transportation services to vaccination sites were going well. Paratransit carried out a hundred and thirty-four (134) trips to vaccination sites.

Ridership was increasing with Fixed Route carrying ninety thousand (90,000) boardings in March. Paratransit averaged a hundred and ten (110) boardings in a day.

MCT was awarded four grants from the Rebuild Illinois for fifteen million dollars. MCT was informed that projects are to be submitted to the state by June for round two of the Rebuild Illinois grant.

The May Service Change Press Release was issued this week highlighting our fare restructure. There has been positive feedback received in the elimination of the fare boundaries from the patrons and drivers.

Eastgate Park & Ride was at sixty percent (60%) completion. The building trusses were set on Monday and were currently working on the masonry and roof. The project is on track for completion by September.

The CAD/AVL project RFP was to be sent to IDOT before it was to be issued this summer. This project is one hundred percent (100%) funded by the Rebuild Illinois grant.

The fifty percent (50%) administration building drawings were received from AAIC, and meeting with subcontractors continue to be held.

Morrison updated the board on the MCT Trail projects. The I.T. Beltline Trail is ready for bid. The Schoolhouse Trail Pleasant Ridge Park Connector was on hold for the delivery of the box culvert. The Nickel Plate Trail Improvement bid documents are expected at any time. The Silver Creek Trail was undergoing a Phase III Agricultural Survey, but the contractor was expected to meet the ninety (90) day bid holding of June 14. The contractor continues to work on the Schoolhouse Trail tunnel under IL-157. Engineers were working on the

topographic survey of the Nature Trail under IL-255. The public was providing positive feedback on the trails Wayfinding Project test site at Mont Junction in Glen Carbon.

B. Proposal for August 2021 Service Change

ACT Manager of Planning and Scheduling, Joe Domer, presented the August 2021 Service Change proposal.

**VII. Other Business:**

A. TRUSTEE ECONOMY MADE MOTION, SECONDED BY TRUSTEE SCHMIDT, TO APPROVE OF THE FOLLOWING RESOLUTION:

21-44 AUTHORIZING A DONATION AGREEMENT AND ACCESS EASEMENT AGREEMENTS BETWEEN THE CITY OF TROY, ILLINOIS, AND THE MADISON COUNTY MASS TRANSIT DISTRICT

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**VIII. Executive session to discuss collective negotiating matters under (2), the acquisition or lease of real property under (5), and litigation under (11) of the Open Meetings Act (5 ILCS 120/2(c)).**

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS COLLECTIVE NEGOTIATING MATTERS UNDER (2), THE ACQUISITION OR LEASE OF REAL PROPERTY UNDER (5), AND LITIGATION UNDER (11) OF THE OPEN MEETINGS ACT (5 ILCS 120/2(C)).

A ROLL CALL VOTE FOLLOWED:

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	AYE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE GUY LEFT THE MEETING AT 9:59 A.M.

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ADOMITE, TO RETURN TO REGULAR SESSION.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	NO RESPONSE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

**IX. Adjournment:**

TRUSTEE SCHMIDT MADE THE MOTION, SECONDED BY TRUSTEE ECONOMY, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

ALLEN P. ADOMITE	AYE
ANDREW F. ECONOMY	AYE
CHRISTOPHER C. GUY	NO RESPONSE
RONALD L. JEDDA	AYE
J. KELLY SCHMIDT	AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:10 a.m.

Respectfully submitted.



*Summer M. Moore*

05/13/2021 11:57  
lowens  
WARRANT: 052721

Madison County Mass Transit District  
ADVICE REGISTER - PER DIEM  
From: 04/01/2021 To: 04/30/2021

P 1  
pradvreg

EMP #	NAME	CHK #	NET PAY
10013	ECONOMY, ANDREW F	005210041	184.70
10011	GUY, CHRISTOPHER C	005210042	184.70
1138	Internal Revenue Servi	005210043	707.10
Total Deposits: 3			1,076.50

05/13/2021 12:05  
lowens  
WARRANT: 052721

Madison County Mass Transit District  
CURRENT CHECK REGISTER - PER DIEM  
04/01/2021 to 04/30/2021

P 1  
prchkreg  
CHECK DATE: 05/27/2021

EMP #	NAME	TYP	NET PAY	CHECK #	CHECK DATE	SPECIAL
10012	ADOMITE, ALLEN P.	CK	0.00	003210021	05/27/2021	
10009	JEDDA, RONALD L.	CK	0.00	003210022	05/27/2021	
10010	SCHMIDT, J. KELLY	DD	0.00	003210023	05/27/2021	
2	** TOTAL CHECK(S)		0.00			
1	** TOTAL DIRECT DEP.		0.00			

05/10/2021 08:48 |Madison County Mass Transit District  
 tpohlman |CHECK REGISTER

|P 1  
 |apcshdsb

CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210529	05/10/2021	PRTD	1253 City Treasurer-Grani		050421	04/30/2021		050721	18.00
							CHECK	4210529 TOTAL:	18.00
4210530	05/10/2021	PRTD	3984 City of Troy		050321SPTPR	04/30/2021		050721	13.89
					050321WSTPR	04/30/2021		050721	24.41
							CHECK	4210530 TOTAL:	38.30
4210531	05/10/2021	PRTD	1220 Illinois American Wa		042821GCTC	04/28/2021		050721	249.41
							CHECK	4210531 TOTAL:	249.41
4210532	05/10/2021	PRTD	1220 Illinois American Wa		050321AHSRIR	05/03/2021		050721	66.55
							CHECK	4210532 TOTAL:	66.55
4210533	05/10/2021	PRTD	1220 Illinois American Wa		050321AHSRWS	05/03/2021		050721	94.35
							CHECK	4210533 TOTAL:	94.35
4210534	05/10/2021	PRTD	1051 Pontoon Beach Public		050421-1	05/04/2021		050721	264.18
					050421-2	05/04/2021		050721	352.70
					050421BW	05/04/2021		050721	533.62
					050421N	05/04/2021		050721	25.76
					050421SS	05/04/2021		050721	22.00
					050421T	05/04/2021		050721	22.00
							CHECK	4210534 TOTAL:	1,220.26
4210535	05/10/2021	PRTD	1932 Wex Bank		71574967	04/30/2021		050721	6,994.25
							CHECK	4210535 TOTAL:	6,994.25

05/10/2021 08:48  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 2  
apcshdsb

NUMBER OF CHECKS 7 \*\*\* CASH ACCOUNT TOTAL \*\*\* 8,681.12

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	7	8,681.12

\*\*\* GRAND TOTAL \*\*\* 8,681.12



05/17/2021 11:07 |Madison County Mass Transit District  
 tpohlman |CHECK REGISTER

|P 1  
 |apcshdsb

CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210536	05/17/2021	PRTD	1043 AT&T		MAY21	05/01/2021		051421	22.93
						CHECK	4210536	TOTAL:	22.93
4210537	05/17/2021	PRTD	1436 City of Highland		APR21HPR	05/05/2021		051421	199.17
						CHECK	4210537	TOTAL:	199.17
4210538	05/17/2021	PRTD	2047 City of Wood River		051121SPWRTC	05/07/2021		051421	6.50
					051121WSWRTC	05/07/2021		051421	143.14
						CHECK	4210538	TOTAL:	149.64
4210539	05/17/2021	PRTD	1220 Illinois American Wa		051121WSATC	05/11/2021		051421	254.74
						CHECK	4210539	TOTAL:	254.74
4210540	05/17/2021	PRTD	1733 Johnny on the Spot #		47-000243522	04/30/2021		051421	765.30
						CHECK	4210540	TOTAL:	765.30
					NUMBER OF CHECKS	5		*** CASH ACCOUNT TOTAL ***	1,391.78
						<u>COUNT</u>		<u>AMOUNT</u>	
					TOTAL PRINTED CHECKS	5		1,391.78	
								*** GRAND TOTAL ***	1,391.78

05/17/2021 11:43 | Madison County Mass Transit District  
 tpohlman | CHECK REGISTER

| P 1  
 | apcshdsb

CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210541	05/27/2021	PRTD	1501 Ameren Illinois		APR21	05/06/2021		052721	6,821.22
							CHECK 4210541	TOTAL:	6,821.22
4210542	05/27/2021	PRTD	2031 Best-One Fleet Servi		80110098	04/23/2021		052721	222.00
					80110365	05/03/2021		052721	500.00
					80110546	05/07/2021		052721	160.00
							CHECK 4210542	TOTAL:	882.00
4210543	05/27/2021	PRTD	1507 Energy Petroleum Co		77470	04/27/2021	12100110	052721	15,168.71
					77917	04/29/2021	12100111	052721	15,780.27
							CHECK 4210543	TOTAL:	30,948.98
4210544	05/27/2021	PRTD	1113 FedEx		7-348-43646	04/22/2021		052721	31.67
					7-363-38703	05/06/2021		052721	31.82
							CHECK 4210544	TOTAL:	63.49
4210545	05/27/2021	PRTD	3920 The Jerry Costello G		JUN21	05/03/2021		052721	7,000.00
							CHECK 4210545	TOTAL:	7,000.00
4210546	05/27/2021	PRTD	1439 Juneau Associates, I		44628	02/28/2021		052721	1,942.50
					44629	02/28/2021		052721	902.00
					44630	02/28/2021		052721	7,888.30
					44880	03/27/2021		052721	1,124.50
					44881	03/27/2021		052721	1,021.00
					44882	03/27/2021		052721	4,918.25
							CHECK 4210546	TOTAL:	17,796.55
4210547	05/27/2021	PRTD	1602 Madison County State		JUN21	05/03/2021		052721	8,000.00

05/17/2021 11:43 | Madison County Mass Transit District  
 tpohlman | CHECK REGISTER

| P 2  
 | apcshdsb

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
						CHECK	4210547	TOTAL:	8,000.00
4210548	05/27/2021	PRTD	1698 O'Brien Tire & Auto		0228731	04/28/2021		052721	42.00
					0228936	05/07/2021		052721	922.55
					0228939	05/07/2021		052721	15.00
						CHECK	4210548	TOTAL:	979.55
4210549	05/27/2021	PRTD	1173 Oates Associates		33802	05/10/2021		052721	18,370.00
					33827	05/12/2021		052721	1,500.00
						CHECK	4210549	TOTAL:	19,870.00
4210550	05/27/2021	PRTD	1757 Piasa Motor Fuels LL		257462	05/06/2021	12100113	052721	16,105.30
						CHECK	4210550	TOTAL:	16,105.30
4210551	05/27/2021	PRTD	1810 Quality Testing & En		20210318	04/27/2021		052721	2,200.00
						CHECK	4210551	TOTAL:	2,200.00
4210552	05/27/2021	PRTD	3965 UPS Supply Chain Sol		1470842668	04/22/2021		052721	69.75
						CHECK	4210552	TOTAL:	69.75
4210553	05/27/2021	PRTD	3923 Xerox Corporation		013255823	05/01/2021	12000127	052721	57.00
					013255824	05/01/2021	12000127	052721	141.00
					013255825	05/01/2021	12000127	052721	152.00
						CHECK	4210553	TOTAL:	350.00

05/17/2021 11:43  
tpohlman

Madison County Mass Transit District  
CHECK REGISTER

P 3  
apcshdsb

NUMBER OF CHECKS 13 \*\*\* CASH ACCOUNT TOTAL \*\*\* 111,086.84

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	13	111,086.84

\*\*\* GRAND TOTAL \*\*\* 111,086.84

05/17/2021 13:18 |Madison County Mass Transit District  
 tpohlman |ELECTRONIC FUNDS TRANSFER REGISTER

|P 1  
 |apcshdsb

CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
9210035	05/27/2021	EFT	4013 Andrew Economy		APR21	05/05/2021		052721	5.60
							CHECK	9210035 TOTAL:	5.60
9210036	05/27/2021	EFT	3982 Ronald L. Jedda		APR21	05/05/2021		052721	32.08
							CHECK	9210036 TOTAL:	32.08
9210037	05/27/2021	EFT	3994 J. Kelly Schmidt		APR21	05/05/2021		052721	8.96
							CHECK	9210037 TOTAL:	8.96
NUMBER OF CHECKS						3	*** CASH ACCOUNT TOTAL ***		46.64
						<u>COUNT</u>	<u>AMOUNT</u>		
TOTAL EFT'S						3	46.64		
						*** GRAND TOTAL ***		46.64	

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210554	05/27/2021	PRTD	4012 AAIC, Inc.		16943R	05/21/2021		052721B	68,035.96
					16944R	05/06/2021		052721B	5,450.74
						CHECK	4210554	TOTAL:	73,486.70
4210555	05/27/2021	PRTD	2501 Agency for Community		APR21BW	05/17/2021		052721B	54,288.09
					APR21DR	05/17/2021		052721B	180,381.47
					APR21FR	05/17/2021		052721B	1,620,864.10
					APR21RS	05/17/2021		052721B	48,579.17
					APR21VP	05/17/2021		052721B	6,408.36
					Dec20BWAddt1	05/17/2021		052721B	24,494.16
					Dec20DRAddt1	05/17/2021		052721B	14,195.11
					Dec20FRAddt1	05/17/2021		052721B	186,967.60
					Dec20RSAddt1	05/17/2021		052721B	7,662.28
					Dec20VPAddt1	05/17/2021		052721B	-48,537.42
						CHECK	4210555	TOTAL:	2,095,302.92
4210556	05/27/2021	PRTD	1050 Ameren Illinois		APR21	05/14/2021		052721B	6,014.77
						CHECK	4210556	TOTAL:	6,014.77
4210557	05/27/2021	PRTD	1501 Ameren Illinois		APR21-1	05/21/2021		052721B	26.97
						CHECK	4210557	TOTAL:	26.97
4210558	05/27/2021	PRTD	1058 American Public Tran		391565	05/18/2021		052721B	26,000.00
						CHECK	4210558	TOTAL:	26,000.00
4210559	05/27/2021	PRTD	3908 Associated Bank		052621-1	05/26/2021		052721B	2,000,000.00
						CHECK	4210559	TOTAL:	2,000,000.00

CASH ACCOUNT: 10000000 10101      Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
4210560	05/27/2021	PRTD	3908 Associated Bank		052621-2	05/26/2021		052721B	1,000,000.00
								CHECK 4210560 TOTAL:	1,000,000.00
4210561	05/27/2021	PRTD	2031 Best-One Fleet Servi		80110704	05/12/2021		052721B	324.00
					80110863	05/18/2021		052721B	25,970.00
					80110899	05/18/2021		052721B	533.00
					80110978	05/20/2021		052721B	162.00
								CHECK 4210561 TOTAL:	26,989.00
4210562	05/27/2021	PRTD	4034 Bruce Unterbrink Con		99104	05/13/2021	12100045	052721B	156,837.60
								CHECK 4210562 TOTAL:	156,837.60
4210563	05/27/2021	PRTD	1433 City of Edwardsville		052121L	05/21/2021		052721B	36.20
					052121SPEPR	05/21/2021		052721B	9.76
					052121WSEPR	05/21/2021		052721B	85.54
								CHECK 4210563 TOTAL:	131.50
4210564	05/27/2021	PRTD	1507 Energy Petroleum Co		79005	05/05/2021	12100067	052721B	16,186.30
					90742	05/14/2021	12100116	052721B	16,296.19
								CHECK 4210564 TOTAL:	32,482.49
4210565	05/27/2021	PRTD	1113 FedEx		7-378-12446	05/20/2021		052721B	53.82
								CHECK 4210565 TOTAL:	53.82
4210566	05/27/2021	PRTD	1014 Granite City Townshi		051221	05/12/2021		052721B	2,702.43
								CHECK 4210566 TOTAL:	2,702.43
4210567	05/27/2021	PRTD	1220 Illinois American Wa		051221SPATC	05/12/2021		052721B	184.09

05/26/2021 09:50 |Madison County Mass Transit District  
 tpohlman |A/P CASH DISBURSEMENTS JOURNAL

|P 3  
 |apcshdsb

CASH ACCOUNT: 10000000 10101 Checking Account

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	WARRANT	NET
								CHECK 4210567 TOTAL:	184.09
4210568	05/27/2021	PRTD	1220 Illinois American Wa		1121ILRt3PR	05/21/2021		052721B	144.93
								CHECK 4210568 TOTAL:	144.93
4210569	05/27/2021	PRTD	1439 Juneau Associates, I		45021	04/30/2021		052721B	1,707.50
					45022	04/30/2021		052721B	13,107.37
								CHECK 4210569 TOTAL:	14,814.87
4210570	05/27/2021	PRTD	1698 O'Brien Tire & Auto		0229192	05/19/2021		052721B	15.00
								CHECK 4210570 TOTAL:	15.00
4210571	05/27/2021	PRTD	1173 Oates Associates		33860	05/18/2021		052721B	5,620.00
					33868	05/18/2021		052721B	2,320.00
					33877	05/19/2021		052721B	2,400.00
								CHECK 4210571 TOTAL:	10,340.00
4210572	05/27/2021	PRTD	1757 Piasa Motor Fuels LL		257505	05/11/2021	12100114	052721B	16,178.43
					257506	05/11/2021	12100114	052721B	16,180.59
								CHECK 4210572 TOTAL:	32,359.02
4210573	05/27/2021	PRTD	1438 SCI Engineering, Inc		174565	04/06/2021		052721B	5,250.00
					174857	04/20/2021		052721B	7,100.00
								CHECK 4210573 TOTAL:	12,350.00



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Madison County Mass Transit District  
A/P CASH DISBURSEMENTS JOURNAL

P 4  
apcshdsb

NUMBER OF CHECKS 20 \*\*\* CASH ACCOUNT TOTAL \*\*\* 5,490,236.11

	<u>COUNT</u>	<u>AMOUNT</u>
TOTAL PRINTED CHECKS	20	5,490,236.11

\*\*\* GRAND TOTAL \*\*\* 5,490,236.11

**Madison County Transit District  
Management Report of Revenue and Expenses  
April, 2021**

	<b>Current Month</b>	<b>Current YTD</b>	<b>Prior YTD</b>	<b>Percentage Increase / (Decrease) Over Prior YTD</b>	<b>FY21 Budget</b>	<b>Budget % Expended (83% of FY)</b>
<b>Revenue</b>						
<b>Operating Revenue</b>						
Sales Tax Revenue	\$889,779.03	\$8,987,910.39	\$8,675,336.21	4%	\$8,370,000	107%
Interest Income	72,220.84	821,462.65	1,180,450.48	-30%	675,000	122%
IDOT Operating Assistance	975,958.79	13,076,842.92	17,305,482.29	-24%	17,300,000	76%
Federal CARES Act Funding	1,792,168.00	2,163,300.00	0.00	100%	425,000	509%
Local Sales Tax Reform Fund	283,942.41	3,710,326.33	2,855,133.07	30%	2,340,000	159%
CMAQ Rideshare Marketing and Outreach	17,425.00	302,733.00	214,646.25	41%	400,000	76%
Commuter Initiative	4,205.77	37,294.63	44,928.36	-17%	94,000	40%
Fares	201,341.93	366,341.93	739,693.66	-50%	700,000	52%
Other Revenue	77,198.73	225,110.78	411,312.36	-45%	52,000	433%
Lease/Rental Income	0.00	20,170.18	24,751.54	-19%	0	0%
<b>Total Operating Revenue</b>	<b>\$4,314,240.50</b>	<b>\$29,711,492.81</b>	<b>\$31,451,734.22</b>	<b>-6%</b>	<b>\$30,356,000</b>	<b>98%</b>
<b>Capital Revenue</b>						
FTA Transit Admin Section 5307	\$98,063.00	\$567,717.00	\$11,873,554.00	-95%	\$15,680,512	4%
FTA Transit Admin Section 5339	0.00	0.00	0.00	0%	16,100,000	0%
Congestion Mitigation Air Quality	0.00	0.00	1,344,000.00	0%	4,405,000	0%
Illinois Department of Transportation	0.00	0.00	0.00	0%	6,000,000	0%
Illinois Department of Natural Resources	0.00	0.00	0.00	0%	916,000	0%
Intergovernmental Agreements	0.00	0.00	44,750.00	0%	0	0%
Metro East Park and Recreation District	0.00	215,935.81	465,005.01	-54%	2,060,000	10%
<b>Total Capital Revenue</b>	<b>\$98,063.00</b>	<b>\$783,652.81</b>	<b>\$13,727,309.01</b>	<b>-94%</b>	<b>\$45,161,512</b>	<b>2%</b>
<b>Total Revenues</b>	<b>\$4,412,303.50</b>	<b>\$30,495,145.62</b>	<b>\$45,179,043.23</b>	<b>-33%</b>	<b>\$75,517,512</b>	<b>40%</b>
<b>Expenses</b>						
<b>Operating Expenses</b>						
Fixed Route and Paratransit	\$2,315,235.28	\$21,190,603.64	\$21,103,349.75	0%	\$26,883,000	79%
ACT Administrative Contract	25,000.00	400,000.00	416,666.67	-4%	500,000	80%
Rideshare	73,915.78	734,238.73	409,191.91	79%	1,026,000	72%
Professional and Other Services	20,000.00	215,377.49	180,703.00	19%	300,000	72%
Trustee Expenses	1,131.54	11,046.94	11,765.55	-6%	30,000	37%
District Office Expenses	38,090.35	338,718.21	355,419.96	-5%	476,000	71%
Facilities Maintenance	63,754.92	622,332.72	647,541.31	-4%	828,000	75%
District Budget Contingency	0.00	0.00	0.00	0%	450,000	0%
<b>Total Operating Expenses</b>	<b>\$2,537,127.87</b>	<b>\$23,512,317.73</b>	<b>\$23,124,638.15</b>	<b>2%</b>	<b>\$30,493,000</b>	<b>77%</b>
<b>Capital Expenses</b>						
Bikeways	\$36,799.55	\$861,924.62	\$1,026,549.70	-16%	\$14,190,000	6%
Bus Station/Stops and Park & Ride	297,816.00	783,118.64	129,124.40	506%	5,646,000	14%
Cooperative Police Bicycle Grant Program	0.00	7,907.94	0.00	100%	100,000	8%
Facility Improvements	0.00	618,097.47	208,058.27	197%	13,742,000	4%
Maintenance Equipment	0.00	380,543.50	14,795.10	100%	486,900	78%
MIS Equipment	1,956.00	56,109.00	81,972.00	-32%	1,500,000	4%
Transit Support Equipment	32,690.00	32,690.00	173,433.89	0%	495,000	7%
Vehicles - Buses	106,747.11	120,547.11	17,046,896.23	-99%	30,512,500	0%
Vehicles - Rideshare Vans	0.00	0.00	0.00	0%	912,082	0%
Vehicles - Transit Support	0.00	0.00	162,443.00	0%	382,000	0%
Contingency	0.00	0.00	0.00	0%	2,000,000	0%
<b>Total Capital Expenses</b>	<b>\$476,008.66</b>	<b>\$2,860,938.28</b>	<b>\$18,843,272.59</b>	<b>-85%</b>	<b>\$69,966,482</b>	<b>4%</b>
<b>Total Expenses</b>	<b>\$3,013,136.53</b>	<b>\$26,373,256.01</b>	<b>\$41,967,910.74</b>	<b>-37%</b>	<b>\$100,459,482</b>	<b>26%</b>
<b>Excess Revenue Over (Under) Expenses</b>	<b>\$1,399,166.97</b>	<b>\$4,121,889.61</b>	<b>\$3,211,132.49</b>	<b>28%</b>	<b>(\$24,941,970)</b>	<b>(17%)</b>

Madison County Mass Transit District  
Income Statement with Budget Variance for the  
Period Ended April 30, 2021

Description	Current Period				Year to Date			
	Actual	Budget	Deviation	Pct	Actual	Budget	Deviation	Pct ytd
<b>OPERATING REVENUE</b>								
Sales Tax Revenue	889,779.03	697,500.00	192,279.03	127.57	8,987,910.39	6,975,000.00	2,012,910.39	128.86
Interest Income	72,220.84	56,250.00	15,970.84	128.39	821,462.65	562,500.00	258,962.65	146.04
IDOT Operating Assistance	975,958.79	1,441,666.67	-465,707.88	67.70	13,076,842.92	14,416,666.67	-1,339,823.75	90.71
Federal CARES Act Funding	1,792,168.00	35,416.67	1,756,751.33	5,060.24	2,163,300.00	354,166.67	1,809,133.33	610.81
Local Sales Tax Reform Fund	283,942.41	195,000.00	88,942.41	145.61	3,710,326.33	1,950,000.00	1,760,326.33	190.27
CMAQ Rideshare Marketing & Outreach	17,425.00	33,333.33	-15,908.33	52.28	302,733.00	333,333.33	-30,600.33	90.82
Commuter Initiative	4,205.77	7,833.33	-3,627.56	53.69	37,294.63	78,333.33	-41,038.70	47.61
Fares	201,341.93	58,333.33	143,008.60	345.16	366,341.93	583,333.33	-216,991.40	62.80
Other Revenue	77,198.73	4,333.33	72,865.40	1,781.51	225,110.78	43,333.33	181,777.45	519.49
Lease/Rental Income	0.00	0.00	0.00	0.00	20,170.18	0.00	20,170.18	0.00
<b>TOTAL OPERATING REVENUE</b>	<b>4,314,240.50</b>	<b>2,529,666.66</b>	<b>1,784,573.84</b>	<b>170.55</b>	<b>29,711,492.81</b>	<b>25,296,666.66</b>	<b>4,414,826.15</b>	<b>117.45</b>
<b>CAPITAL REVENUE</b>								
Fed Transit Admin Section 5307	98,063.00	1,306,709.33	-1,208,646.33	7.50	567,717.00	13,067,093.33	-12,499,376.33	4.34
Fed Transit Admin Section 5339	0.00	1,341,666.67	-1,341,666.67	0.00	0.00	13,416,666.67	-13,416,666.67	0.00
Congestion Mitigation Air Quality	0.00	367,083.33	-367,083.33	0.00	0.00	3,670,833.33	-3,670,833.33	0.00
Illinois Dept of Transportation	0.00	500,000.00	-500,000.00	0.00	0.00	5,000,000.00	-5,000,000.00	0.00
Illinois Dept of Natural Resources	0.00	76,333.33	-76,333.33	0.00	0.00	763,333.33	-763,333.33	0.00
Metro East Park and Recreation District	0.00	180,000.00	-180,000.00	0.00	215,935.81	1,700,000.00	-1,484,064.19	12.70
<b>TOTAL CAPITAL REVENUE</b>	<b>98,063.00</b>	<b>3,771,792.66</b>	<b>-3,673,729.66</b>	<b>2.60</b>	<b>783,652.81</b>	<b>37,617,926.66</b>	<b>-36,834,273.85</b>	<b>2.08</b>
<b>TOTAL REVENUES</b>	<b>4,412,303.50</b>	<b>6,301,459.32</b>	<b>-1,889,155.82</b>	<b>70.02</b>	<b>30,495,145.62</b>	<b>62,914,593.32</b>	<b>-32,419,447.70</b>	<b>48.47</b>
<b>OPERATING EXPENSES</b>								
Fixed Route and Paratransit	2,315,235.28	2,240,250.00	74,985.28	103.35	21,190,603.64	22,402,500.00	-1,211,896.36	94.59
ACT Administrative Contract	25,000.00	41,666.67	-16,666.67	60.00	400,000.00	416,666.67	-16,666.67	96.00
Rideshare	73,915.78	146,866.67	-72,950.89	50.33	734,238.73	732,266.67	1,972.06	100.27
Professional and Other Services	20,000.00	27,800.00	-7,800.00	71.94	215,377.49	244,400.00	-29,022.51	88.12
Trustee Expenses	1,131.54	2,500.00	-1,368.46	45.26	11,046.94	25,000.00	-13,953.06	44.19
District Office Expenses	38,090.35	39,666.67	-1,576.32	96.03	338,718.21	396,666.67	-57,948.46	85.39
Facilities Maintenance	63,754.92	69,000.00	-5,245.08	92.40	622,332.72	690,000.00	-67,667.28	90.19
District Budget Contingency	0.00	-26,666.67	26,666.67	0.00	0.00	503,333.33	-503,333.33	0.00
<b>TOTAL OPERATING EXPENSES</b>	<b>2,537,127.87</b>	<b>2,541,083.34</b>	<b>-3,955.47</b>	<b>99.84</b>	<b>23,512,317.73</b>	<b>25,410,833.34</b>	<b>-1,898,515.61</b>	<b>92.53</b>
<b>CAPITAL EXPENSES</b>								
Bikeways	36,799.55	1,182,500.00	-1,145,700.45	3.11	861,924.62	11,825,000.00	-10,963,075.38	7.29
Bus Station/Stops and Park & Ride	297,816.00	470,500.00	-172,684.00	63.30	783,118.64	4,705,000.00	-3,921,881.36	16.64
Cooperative Police Bicycle Grant Program	0.00	8,333.33	-8,333.33	0.00	7,907.94	83,333.33	-75,425.39	9.49
Facility Improvements	0.00	1,145,166.67	-1,145,166.67	0.00	618,097.47	11,451,666.67	-10,833,569.20	5.40
Maintenance Equipment	0.00	40,575.00	-40,575.00	0.00	380,543.50	405,750.00	-25,206.50	93.79
MIS Equipment	1,956.00	125,000.00	-123,044.00	1.56	56,109.00	1,250,000.00	-1,193,891.00	4.49
Transit Support Equipment	32,690.00	41,250.00	-8,560.00	79.25	32,690.00	412,500.00	-379,810.00	7.92
Vehicles - Buses	106,747.11	2,542,708.33	-2,435,961.22	4.20	120,547.11	25,427,083.33	-25,306,536.22	0.47
Vehicles - Rideshare Vans	0.00	76,006.83	-76,006.83	0.00	0.00	760,068.33	-760,068.33	0.00
Vehicles - Transit Support	0.00	31,833.33	-31,833.33	0.00	0.00	318,333.33	-318,333.33	0.00
Contingency	0.00	166,666.67	-166,666.67	0.00	0.00	1,666,666.67	-1,666,666.67	0.00
<b>TOTAL CAPITAL EXPENSES</b>	<b>476,008.66</b>	<b>5,830,540.16</b>	<b>-5,354,531.50</b>	<b>8.16</b>	<b>2,860,938.28</b>	<b>58,305,401.66</b>	<b>-55,444,463.38</b>	<b>4.91</b>
<b>TOTAL EXPENSES</b>	<b>3,013,136.53</b>	<b>8,371,623.50</b>	<b>-5,358,486.97</b>	<b>35.99</b>	<b>26,373,256.01</b>	<b>83,716,235.00</b>	<b>-57,342,978.99</b>	<b>31.50</b>
<b>EXCESS REVENUE OVER EXPENSE</b>	<b>1,399,166.97</b>	<b>-2,070,164.18</b>	<b>3,469,331.15</b>	<b>-67.59</b>	<b>4,121,889.61</b>	<b>-20,801,641.68</b>	<b>24,923,531.29</b>	<b>-19.82</b>

ASSETS	
Checking Account	106,434.70
Prime Account	3,863,966.07
Illinois Funds Investment Pool	3,807,429.63
Investments	45,792,000.00
Inventory	949,670.18
Other Receivables	189,063.64
Sales Tax Receivable	2,548,137.89
Interest Receivable	69,959.92
Prepaid Expenses	1,173,746.91
TOTAL ASSETS	58,500,408.94
LIABILITIES	
Accounts Payable	3,321,821.89
Retainage Payable	75,452.00
TOTAL LIABILITIES	3,397,273.89
FUND BALANCE	
Nonspendable Fund Balance	1,819,497.71
Assigned Fund Balance	25,104,970.00
Beginning Unassigned Fund Balance	24,056,777.73
Excess Revenue Over Expenses	4,121,889.61
Total Unassigned Fund Balance	28,178,667.34
TOTAL FUND BALANCE	55,103,135.05
TOTAL LIABILITIES AND FUND BALANCE	58,500,408.94

MCT DETAILED SCHEDULE OF INVESTMENTS  
AT APRIL 30, 2021

INSTITUTION	PURCHASE DATE	CD OR ACCOUNT NUMBER	MATURITY DATE	INTEREST RATES	CERTIFICATE AMOUNT	WEIGHTED AVERAGE INTEREST
<b>CERTIFICATES OF DEPOSIT (CD)</b>						
Associated Bank	07-02-18	***33546	07-02-21	2.85%	675,000.00	
Associated Bank	07-30-18	***59475	07-30-21	2.90%	1,000,000.00	
Bank of Hillsboro	02-06-19	***74422	05-06-21	3.00%	200,000.00	
Bank of Hillsboro	07-03-18	***64215	07-03-21	2.65%	600,000.00	
Bank of Hillsboro	11-01-18	***77636	08-01-21	3.05%	1,000,000.00	
Bank of Hillsboro	11-01-18	***72880	11-01-21	3.10%	942,000.00	
Bank of Hillsboro	02-06-19	***76839	02-06-22	3.10%	1,250,000.00	
Bank of Hillsboro	05-01-19	***70000	04-01-22	2.95%	1,000,000.00	
Bank of Hillsboro	05-01-19	***71102	05-01-22	3.00%	500,000.00	
Bank of Hillsboro	11-23-20	***74196	05-23-22	0.55%	1,000,000.00	
Bank of Hillsboro	11-08-19	***78499	11-08-22	2.25%	2,000,000.00	
Bank of Hillsboro	11-23-20	***74439	11-23-22	0.75%	1,000,000.00	
Bank of Hillsboro	03-06-20	***72369	12-06-22	1.95%	1,000,000.00	
Bank of Hillsboro	03-06-20	***77371	02-06-23	1.95%	1,000,000.00	
Bank of Hillsboro	11-23-20	***79783	11-23-23	0.85%	1,000,000.00	
Bank of Hillsboro	12-23-20	***77918	12-23-23	0.75%	250,000.00	
Bradford National Bank of Greenville	06-06-18	***37562	06-06-21	2.40%	500,000.00	
Carrollton Bank	09-06-18	***07306	09-06-21	2.85%	1,000,000.00	
Carrollton Bank	06-10-19	***07390	11-10-21	2.76%	500,000.00	
Carrollton Bank	03-29-21	***07550	05-29-23	0.41%	500,000.00	
Carrollton Bank	03-29-21	***07551	08-29-23	0.41%	500,000.00	
Carrollton Bank	03-29-21	***07552	10-29-23	0.41%	500,000.00	
Carrollton Bank	12-23-20	***07459	12-23-23	0.50%	1,000,000.00	
Carrollton Bank	03-29-21	***07553	01-29-24	0.46%	500,000.00	
Carrollton Bank	03-29-21	***07554	02-29-24	0.46%	500,000.00	
Citizens Equity First Credit Union (formerly) Simmons Bank	11-08-19	***86204	09-08-21	1.88%	1,000,000.00	
Citizens Equity First Credit Union (formerly) Simmons Bank	11-15-19	***86203	08-15-22	1.88%	1,000,000.00	
Citizens Equity First Credit Union (formerly) Simmons Bank	11-15-19	***86202	09-15-22	1.88%	1,000,000.00	
Citizens Equity First Credit Union (formerly) Simmons Bank	12-23-20	***86200	01-23-23	0.50%	2,000,000.00	
Citizens Equity First Credit Union (formerly) Simmons Bank	12-23-20	***86201	03-23-23	0.50%	1,000,000.00	
CNB Bank & Trust, N.A.	05-10-18	***01526	05-10-21	2.40%	400,000.00	
Commerce Bank	06-11-18	***41562	06-11-21	2.65%	1,350,000.00	
FCB Banks	05-02-18	***66525	05-02-21	2.30%	400,000.00	
FCB Banks	10-12-18	***66530	10-12-21	3.00%	1,000,000.00	
FCB Banks	02-06-19	***66534	12-06-21	2.89%	1,000,000.00	
FCB Banks	02-06-19	***66535	01-06-22	3.04%	2,000,000.00	
FCB Banks	04-05-19	***66536	03-05-22	3.02%	1,000,000.00	
FCB Banks	06-10-19	***66538	05-10-22	2.87%	500,000.00	
FCB Banks	06-10-19	***66539	06-10-22	2.87%	1,000,000.00	
FCB Banks	07-11-19	***66720	07-11-22	2.66%	1,000,000.00	
FCB Banks	11-23-20	***56720	06-23-23	0.65%	1,500,000.00	
First Mid Bank & Trust	07-02-18	***86660	06-28-21	2.85%	675,000.00	
State Bank of St. Jacob	07-27-20	***12351	07-27-22	1.00%	630,000.00	
State Bank of St. Jacob	08-25-20	***12370	08-25-22	0.85%	480,000.00	
United Community Bank	09-02-20	***20970	09-02-23	0.95%	1,000,000.00	
<b>PENDING CERTIFICATES OF DEPOSIT (CD) ACTIVITY</b>						
TOTAL CD'S					<u>39,852,000.00</u>	1.97%
<b>CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS)</b>						
Bank of Belleville	08-13-20	***98814	08-12-21	0.80%	1,000,000.00	
Bank of Belleville	04-01-21	***89108	03-28-24	0.71%	500,000.00	
Edwardsville Bank	09-03-20	***65201	09-02-21	0.70%	1,000,000.00	
Edwardsville Bank	10-08-20	***70579	10-06-22	0.75%	1,000,000.00	
Edwardsville Bank	02-04-21	***14073	03-30-23	0.60%	1,000,000.00	
Edwardsville Bank	04-01-21	***87288	03-30-23	0.45%	500,000.00	
Edwardsville Bank	04-01-21	***87296	03-30-23	0.55%	540,000.00	
Town and Country Bank	06-21-18	***04803	06-17-21	2.35%	400,000.00	
<b>PENDING CERTIFICATES OF DEPOSIT ACCOUNT REGISTRY SERVICE (CDARS) ACTIVITY</b>						
TOTAL CDARS					<u>5,940,000.00</u>	0.79%
TOTAL INVESTMENTS					<u>45,792,000.00</u>	
<b>CASH ACCOUNTS</b>						
MCT checking account				0.10%	106,434.70	
MCT prime account				0.10%	3,863,966.07	
Illinois Funds investment pool				0.040%	3,807,429.63	
TOTAL CASH					<u>7,777,830.40</u>	0.07%
TOTAL CASH AND INVESTMENTS					53,569,830.40	1.56%















## Freedom of Information Act (FOIA) Report

April 2021

The following FOIA requests were received:

**4/16/2021 Tyler Dell, TransitDataSupport.com**

All purchasing records with the following information from 10/1/2020 to current:

1. Purchase date
2. A description of the product purchased;
3. The product number, and any "cross references" or matching part numbers used by other manufacturers
4. Quantity of the product purchased
5. Price of the product purchased
6. Vendor name and address

**4/19/2021 Angie M. Zinzilieta, Wendler & Zinzilieta, P.C.**

Copy of video footage of vehicle involved in the March 24, 2021, collision near St. Anthony's Hospital in Alton, Illinois.

**4/21/21 Douglas Hulme**

1. Provide all contracts with Southwestern Illinois Employers Association from the last four years and the board's approval for the contract(s) including votes.
2. Provide all invoices, payments, and board approvals for Southwestern Illinois Employers Association for the last year.
3. Provide the MCT purchasing and ethics policy and any purchasing and ethics policies that apply to MCT board members.

**4/26/21 Kevin Da Rosa**

1. Graphic standards/brand guidelines: a document that states the correct corporate colours of Madison County Transit and shows correct logo usage.
2. Vehicle branding guidelines: a document which shows how buses should be painted and where to apply decals

**4/27/21 Rob Dorman**

1. Provide any and all contracts, with any and all lobbyist from May 27, 2019, through May 27, 2021.
2. Provide invoices, payments, and minutes of approval of payments by the board to any and all lobbyists from May 27, 2019, through May 27, 2021.
3. Copies of any and all statements of economic interest complemented by the board members between May 27, 2019, and May 27, 2021.



# Public Comments Regarding #20X Schedule Changes

## Summary of Public Meeting:

- MCT had three attendees to the public meeting and received two public comments.
- Of those two comments, **2 comments were directly related to the proposed changes.**
- Of the 2 comments regarding the proposal **1 was positive, 0 were negative, and 1 was neutral.**

## Total Comments Received:

<u>PUBLIC MEETING</u>	<u>PHONE</u>	<u>EMAIL</u>	<u>US MAIL</u>	<u>TOTAL COMMENTS</u>
1	0	1	0	2

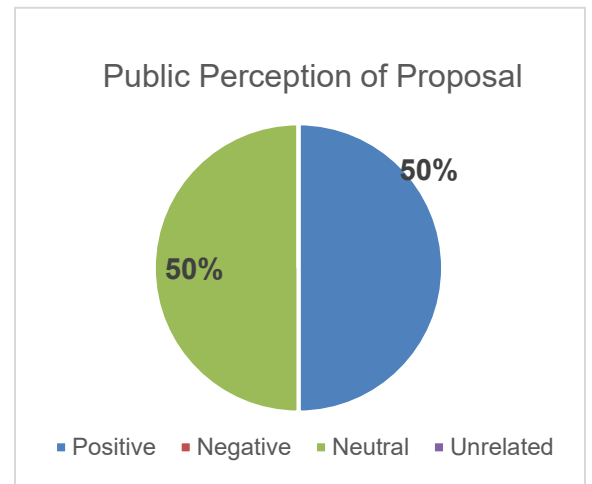
Due to the COVID-19 pandemic MCT was unable to host in person meetings. Information was posted on MCT’s website. MCT staff held a virtual meeting on Monday, May 17, 2021 from 2 p.m. - 3 p.m. to explain the proposal, answer questions, and take comments.

Since staff was unable to host the traditional in person public meetings, MCT’s Marketing and Communications invited 42 stakeholders to the meeting.

Notice of the public meeting and Information on the proposal was also featured in the Edwardsville Intelligencer,

## Comments Regarding Proposed Changes

<u>Type</u>	<u>Meeting</u>	<u>Phone</u>	<u>Email</u>	<u>US Mail</u>	<u>TOTAL</u>
Positive	1	-	-	-	1
Negative	-	-	-	-	-
Neutral	-	-	1	-	1
Unrelated	-	-	-	-	-
<b>TOTAL</b>	<b>1</b>	<b>-</b>	<b>1</b>	<b>-</b>	<b>2</b>



**MCT Public Meeting Comments**  
Public Comments Regarding #20X Schedule Changes

**Comments via Email:**

Desiree Bennyhoff		EdGlen Chamber of Commerce
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To whom it may concern -

Thank you for holding Monday's meeting regarding bus routes serving Madison County's warehousing and distribution area. Your responsiveness to the needs of job creators located in the enterprise zone, as well as those employed by businesses situated in Gateway and Lakeview Commerce Centers, is greatly appreciated.

Have a nice afternoon,

Desiree

**Virtual Public Meeting: Monday, May 17, 2021**

Nicole Kline		Higher Level Staffing
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Nicole indicated there is a large Lakeview Commerce Center tenant moving to either Gateway Commerce Center or Gateway Trade Port. These improvements are helpful.

[comment taken by Amanda Viliocco-Smith]

# Vehicle Lease and Maintenance Agreements

**To:** MCT Board of Trustees  
**From:** Steven J. Morrison  
**Date:** May 27, 2021

## SUMMARY:

Since the mid-1980s, Madison County Transit (MCT) has maintained vehicle agreements with organizations and municipalities in return for those groups providing customized transportation to supplement and expand existing MCT services. Those agreements have taken two forms: 1). MCT-owned and maintained vehicles which are leased to various entities; and 2). Organization-owned vehicles which MCT maintains through a maintenance agreement.

## 1). MCT-OWNED VEHICLES:

The following are vehicles owned and maintained by MCT that are leased to the entities listed below. MCT provides up to \$5,000 in maintenance per year per vehicle (except Granite City Township, see note below). All of the agreements in both categories have 5-year terms and expire on June 30, 2021, except the recently executed Highland agreement which expires on June 30, 2026, so that if the others are signed for 5 year terms once again, all agreements will expire on the same schedule.

### Staff recommends the following changes:

- **Extending all contracts for an additional 5 years, with an expiration date of June 30, 2026**
- **Providing up to \$5,000 annually in fuel and oil costs per vehicle**
- **Changing the accident reporting and accident maintenance process**

Organization / Municipality	Description	In Service	5/25/21 Mileage
Bethalto Senior Citizens (Fort Russell Township)	2019 - Ford - Coach on Chassis	7/19/2019	10,446
Collinsville Senior Citizens (City of Collinsville)	2017 - Ford - Coach on Chassis	11/28/2016	95,950
Granite City Township*	2008 - Ford - Coach on Chassis	5/20/2008	181,691
Granite City Township*	2008 - Ford - Coach on Chassis	5/20/2008	185,671
Granite City Township*	2016 - Ford - Coach on Chassis	8/26/2016	57,298
Granite City New Opportunities	2016 - Ford - Coach on Chassis	8/26/2016	76,507
Granite City New Opportunities	2016 - Ford - Coach on Chassis	8/26/2016	77,147
City of Highland**	2021 - Ford - Coach on Chassis	4/1/2021	135

\* Vehicles that have reached the end of their useful life. In December 2020, MCT Board approved the purchase of two replacement vehicles, scheduled to be in service by August 2021.

\*\* New vehicle lease agreement with City of Highland approved by MCT Board in September 2020 and delivered last month.



**2). ORGANIZATION / MUNICIPALITY OWNED VEHICLES:**

The following are vehicles owned by the entities listed below but maintained by MCT through a vehicle maintenance agreement. MCT provides up to \$5,000 in maintenance per year per vehicle.

**Staff recommends the following changes:**

- **Extending all contracts for an additional 5 years, with an expiration date of June 30, 2026**
- **Providing up to \$5,000 annually in fuel and oil costs per vehicle**

<b>Organization / Municipality</b>	<b>Description</b>	<b>In-Service</b>	<b>5/25/21 Mileage</b>
Edwardsville Main Street Community Center	2011 - Ford - Coach on Chassis	12/20/2011	153,791
Village of Glen Carbon	2016 - Ford - Starcraft	8/29/2016	48,020

RESOLUTION 21-45

AUTHORIZING THE EXTENSION AND/OR AMENDMENT OF  
MOTOR VEHICLE LEASE AND/OR MAINTENANCE AGREEMENTS

**WHEREAS**, the Madison County Mass Transit District (District) was created in December, 1980, by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.) to foster an improved coordinated transportation system; and,

**WHEREAS**, the District has the responsibility to operate and maintain mass transit as a public service for the welfare of the residents of the District and the vitality of Madison County, Illinois; and,

**WHEREAS**, in the past, the District has maintained Motor Vehicle Lease and/or Maintenance Agreements with cities, villages, townships, and organizations who serve the community's elderly and disabled residents; and,


**WHEREAS**, the District is authorized to provide maintenance assistance for such vehicles and equipment to efficiently and safely serve the residents of the District (70 ILCS 3610/5(b)); and,

**WHEREAS**, all parties desire to maintain this mutually beneficial relationship to continue to protect the public investment and to continue to serve its citizens.

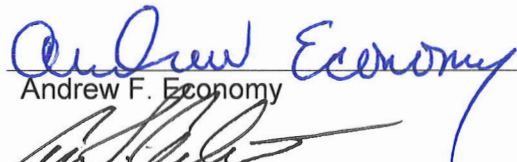
**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Steven J. Morrison, Managing Director of Madison County Mass Transit District, is hereby authorized to execute, extend, and/or modify existing Motor Vehicle Lease and/or Maintenance Agreements with City of Collinsville, Illinois; Fort Russell Township, Bethalto, Illinois; Village of Glen Carbon, Illinois; Granite City Township, Granite City, Illinois; Main Street Community Center, Inc., Edwardsville, Illinois, City of Highland, Illinois; and New Opportunities, Granite City, Illinois.
2. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or Steven J. Morrison, Managing Director of Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract and the intent and purposes of this resolution, including the preambles hereto, and any change orders and or amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

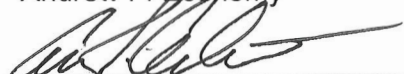
**ADOPTED**, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of May 2021.

  
\_\_\_\_\_  
J. Kelly Schmidt

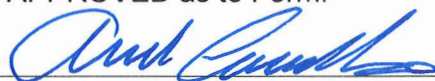
  
\_\_\_\_\_  
Ronald L. Jedda, Chairman

  
\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy

  
\_\_\_\_\_  
Allen P. Adomite

APPROVED as to Form:

  
\_\_\_\_\_  
Andrew K. Carruthers, Legal Counsel



**CERTIFICATE**

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.


I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, May 27, 2021, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:**

1. Steven J. Morrison, Managing Director of Madison County Mass Transit District, is hereby authorized to execute, extend, and/or modify existing Motor Vehicle Lease and/or Maintenance Agreements with City of Collinsville, Illinois; Fort Russell Township, Bethalto, Illinois; Village of Glen Carbon, Illinois; Granite City Township, Granite City, Illinois; Main Street Community Center, Inc., Edwardsville, Illinois, City of Highland, Illinois; and New Opportunities, Granite City, Illinois.
2. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or Steven J. Morrison, Managing Director of Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the contract and the intent and purposes of this resolution, including the preambles hereto, and any change orders and or amendments, on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of May 2021.

  
\_\_\_\_\_



MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
CITY OF COLLINSVILLE

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and the City of Collinsville (hereinafter LESSEE), having its principal office at 125 South Center, Collinsville, Illinois 62234. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or

the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights

Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
- h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
- j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
- k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.

13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.
14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF COLLINSVILLE

MADISON COUNTY MASS TRANSIT  
DISTRICT

\_\_\_\_\_  
John Miller, Mayor

\_\_\_\_\_  
Steven J. Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest



## APPENDIX A

### LEASED VEHICLE INCLUDED IN AGREEMENT

Year Make/Model: 2017 Ford E450 Turtle Top Body Coach on Chassis  
VIN: 1FDXE4FS7HDC01586  
MCT Unit #: COL4

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## APPENDIX B

### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides paratransit transportation for the disabled and elderly (age 60 and over) residents of the City of Collinsville to include transportation to and from the YMCA, 1 Town Center Drive, Maryville, Illinois. The service operates between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement. If the DISTRICT identifies the lack of overall cleanliness of the vehicle, the DISTRICT reserves the right to have the unit cleaned and detailed. This will be billed to the LESSEE as part of the \$5,000 maintenance agreement.

Accident damage, whether internal or external, minor, or major, will need immediate reporting to the DISTRICT. Accident damage must be reported to the DISTRICTS Fleet Director within 24 hours of the accident with type of accident, how it happened, who is involved, if there were injuries, vehicle towed or not. LESSEE is to send photos of accident damage to the DISTRICTS Fleet Director at earliest convenience. Body work will not be immediately reimbursable by the DISTRICT. LESSEE will need to subrogate reimbursable cost to any 3<sup>rd</sup> party liable sources

through LESSEE's insurance company. The DISTRICT will not reimburse LESSEE any amounts that could be recovered from another source, such as insurance or warranty. The DISTRICT reserves the right to make necessary accident damage repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the vehicle. If unreported accident damage is found, the DISTRICTS Fleet Maintenance Department will reach out to LESSEE leadership for follow up.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

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MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
FORT RUSSELL TOWNSHIP

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and Fort Russell Township (hereinafter LESSEE), having its principal office at 113 Cross Creek Drive, Bethalto, Illinois 62010. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or

the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights



Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
- h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
- j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
- k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.

13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.
14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this 03 day of June, 2021.

FORT RUSSELL TOWNSHIP

Stacy McRae, Supervisor  
Stacy McRae, Supervisor

Denise Lane  
Attest

MADISON COUNTY MASS TRANSIT  
DISTRICT

Steven J. Morrison  
Steven J. Morrison, Managing Director

Summi M. Moore  
Attest

**APPENDIX A**

**LEASED VEHICLE INCLUDED IN AGREEMENT**

2007 Ford E350 raised roof van  
VIN: 1FTSS34L37DA20173  
MCT Unit #: BET3

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## APPENDIX B

### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides paratransit transportation for the disabled and elderly (age 55 and older) residents of Bethalto between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement. If the DISTRICT identifies the lack of overall cleanliness of the vehicle, the DISTRICT reserves the right to have the unit cleaned and detailed. This will be billed to the LESSEE as part of the \$5,000 maintenance agreement.

Accident damage, whether internal or external, minor, or major, will need immediate reporting to the DISTRICT. Accident damage must be reported to the DISTRICTS Fleet Director within 24 hours of the accident with type of accident, how it happened, who is involved, if there were injuries, vehicle towed or not. LESSEE is to send photos of accident damage to the DISTRICTS Fleet Director at earliest convenience. Body work will not be immediately reimbursable by the DISTRICT. LESSEE will need to subrogate reimbursable cost to any 3<sup>rd</sup> party liable sources



through LESSEE's insurance company. The DISTRICT will not reimburse LESSEE any amounts that could be recovered from another source, such as insurance or warranty. The DISTRICT reserves the right to make necessary accident damage repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the vehicle. If unreported accident damage is found, the DISTRICTS Fleet Maintenance Department will reach out to LESSEE leadership for follow up.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

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MOTOR VEHICLE MAINTENANCE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
VILLAGE OF GLEN CARBON

This motor vehicle maintenance Agreement entered into by and between Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and Village of Glen Carbon (hereinafter VILLAGE), having its principal office at 151 North Main Street, Glen Carbon, Illinois 62034. DISTRICT and VILLAGE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - VILLAGE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Reimbursement - The DISTRICT agrees to reimburse VILLAGE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to VILLAGE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, VILLAGE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay VILLAGE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to VILLAGE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by VILLAGE.

5. Use of Funds - VILLAGE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
6. Grant Applications - As a condition of this Agreement and in order to remain eligible for DISTRICT reimbursement, VILLAGE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or the East West Gateway Council of Governments to be placed on their grant application mailing lists.

7. Insurance

a. The District shall be named additional insured for such activities arising out of this agreement. VILLAGE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. The District reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

c. VILLAGE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by VILLAGE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

d. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of VILLAGE to maintain adequate insurance coverage for each vehicle. Failure of VILLAGE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

8. Drug Free Workplace - VILLAGE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

9. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between VILLAGE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to VILLAGE. VILLAGE therefore agrees as follows:

a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to VILLAGE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.

b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.

c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.

d. Audit, Access to Records and Reports, and Records Retention: VILLAGE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. VILLAGE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a

- presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. VILLAGE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: VILLAGE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: VILLAGE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) VILLAGE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.
  - g. State Indemnification: VILLAGE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. VILLAGE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. VILLAGE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect VILLAGE from any claims for damages to property or for bodily injury (including death) that may arise from the Agreement.
  - h. No State Obligation to Third Parties: VILLAGE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by VILLAGE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
  - i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. VILLAGE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease

immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide VILLAGE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with VILLAGE a revision to this Agreement as an alternative to termination.

- j. School Bus Operations: Pursuant 20 ILCS 2705/49.19, VILLAGE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
  - k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), VILLAGE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.
10. Acknowledgement of IDOT Eligibility - VILLAGE and DISTRICT specifically acknowledge that VILLAGE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between VILLAGE and DISTRICT, reimburse VILLAGE for said expenses listed in APPENDIX C.
11. Delay of Payments - The DISTRICT, by written notice to VILLAGE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
- a. VILLAGE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by VILLAGE pursuant to this Agreement, or in any submission of VILLAGE required by the DISTRICT; or
  - b. VILLAGE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. VILLAGE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue VILLAGE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of VILLAGE.
12. No Obligation to Provide Loaner Vehicle(s) - DISTRICT will not under any circumstances be obligated to furnish VILLAGE with any loaner vehicle(s), to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle(s) when any vehicle may be out of service for any reason.
13. Inspection - VILLAGE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of VILLAGE's public transportation service as, in the judgment of VILLAGE, may be advisable in connection with this Agreement. All such

inspections shall be performed without disruption or interference with any transportation service or other business activity of VILLAGE.

14. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist, shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
15. Contingent Fees and Gratuities - VILLAGE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of VILLAGE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by VILLAGE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.
16. Bribery - By entering into this Agreement, VILLAGE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has VILLAGE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of VILLAGE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of VILLAGE.
17. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, VILLAGE furnishes a written appeal to the Managing Director. In connection with any such appeal, VILLAGE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon VILLAGE and VILLAGE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or VILLAGE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Termination
  - a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that VILLAGE fails to perform or observe any condition of this

Agreement. The DISTRICT shall terminate by delivering to VILLAGE a Notice of Termination specifying the nature of the default.

- b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. VILLAGE's failure to abide by the maintenance schedule.
19. District Indemnification - To the fullest extent permitted by applicable law, VILLAGE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of VILLAGE's activities or resulting from the performance of services called for by this Agreement.

VILLAGE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of VILLAGE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either VILLAGE or DISTRICT.

20. Compliance with Law - VILLAGE shall use vehicle(s) in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle(s) shall not be used for any illegal purposes. VILLAGE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle(s).
21. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle(s) due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any loaner vehicle(s), or other damages due to any theft, damage, loss, defect, or failure of any vehicle(s) or the time consumed in repairing, servicing of the designated vehicle(s).
22. Assignment - VILLAGE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
23. Contract Authorization - VILLAGE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. VILLAGE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits VILLAGE from entering into and performing the terms of this Agreement.



24. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
25. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

VILLAGE OF GLEN CARBON

MADISON COUNTY MASS TRANSIT  
DISTRICT

\_\_\_\_\_  
Robert Marcus, Mayor

\_\_\_\_\_  
Steven J. Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

**APPENDIX A**

VEHICLE INCLUDED IN AGREEMENT

2016 Ford Starcraft medium-duty bus  
VIN: 1FDFE4FS5GDC57083  
MCT Unit #: GLN2

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## **APPENDIX B**

### **SERVICE TO BE PROVIDED BY VILLAGE**

VILLAGE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

VILLAGE provides paratransit transportation for the disabled and elderly (age 65 and over) residents of the Village of Glen Carbon between the hours of 8:00 a.m. to 3:00 p.m., Monday through Thursday.

VILLAGE's transportation program must to provide transportation to wheelchair as well as ambulatory riders.

VILLAGE's transportation program must to refer eligible riders to the DISTRICT's fixed route system when persons eligible for VILLAGE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist VILLAGE's eligible riders navigate the District's fixed route bus system.

VILLAGE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within VILLAGE's service area. This may be arranged in advance or on the same day as service.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has 2 leased vehicles from the District and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

VILLAGE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle.

VILLAGE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the VILLAGE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Body work will not be reimbursable by DISTRICT, nor will it be done by ACT. DISTRICT will not reimburse VILLAGE any amounts that could be recovered from another source, such as insurance or warranty.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

VILLAGE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, VILLAGE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is VILLAGE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicle for repairs and maintenance that fails to comply with this requirement.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to

cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to VILLAGE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. VILLAGE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

VILLAGE will provide DISTRICT, within thirty days of the execution of this agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, VILLAGE's Transportation Program.

VILLAGE will provide DISTRICT, on an annual basis, with a copy of VILLAGE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 18.

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MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
GRANITE CITY TOWNSHIP

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and Granite City Township (hereinafter LESSEE), having its principal office at 2060A Delmar Avenue, Granite City, Illinois 62040. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the maintenance and certain operational expenses of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department

of Transportation, Division of Public and Intermodal Transportation and/or the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).



11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to

contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
  - h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
  - i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
  - j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
  - k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.
13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX

C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.

14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
  
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
  
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
  
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
  
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

- 30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
- 31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
- 32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
- 33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
- 34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANITE CITY TOWNSHIP

MADISON COUNTY MASS TRANSIT DISTRICT

\_\_\_\_\_  
Margaret Shipley, Supervisor

\_\_\_\_\_  
Steven J. Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

## APPENDIX A

### LEASED VEHICLE(S) INCLUDED IN AGREEMENT

2008 Ford E450 StarCraft Coach on Chassis  
VIN: 1FD4E45S48DA26587  
MCT Unit #: GCT15

2008 Ford E450 StarCraft Coach on Chassis  
VIN: 1FD4E45S88DA26589  
MCT Unit #: GCT16

2016 Ford E450 Turtle Top Coach on Chassis  
VIN: 1FDXE4FS8GDC21120  
MCT Unit #: CGT17

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## APPENDIX B

### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides paratransit transportation for the disabled and elderly (age 55 and over) residents of Granite City Township between the hours of 8:00 a.m. to 2:45 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement. If the DISTRICT identifies the lack of overall cleanliness of the vehicle, the DISTRICT reserves the right to have the unit cleaned and detailed. This will be billed to the LESSEE as part of the \$5,000 maintenance agreement.

Accident damage, whether internal or external, minor, or major, will need immediate reporting to the DISTRICT. Accident damage must be reported to the DISTRICTS Fleet Director within 24 hours of the accident with type of accident, how it happened, who is involved, if there were injuries, vehicle towed or not. LESSEE is to send photos of accident damage to the DISTRICTS Fleet Director at earliest convenience. Body work will not be immediately reimbursable by the DISTRICT. LESSEE will need to subrogate reimbursable cost to any 3<sup>rd</sup> party liable sources through LESSEE's insurance company. The DISTRICT will not reimburse LESSEE any

amounts that could be recovered from another source, such as insurance or warranty. The DISTRICT reserves the right to make necessary accident damage repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the vehicle. If unreported accident damage is found, the DISTRICTS Fleet Maintenance Department will reach out to LESSEE leadership for follow up.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

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- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

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MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
CITY OF HIGHLAND

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and City of Highland (hereinafter LESSEE), having its principal office at 1115 Broadway, Highland IL 62249. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the maintenance and certain operational expenses of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department

of Transportation, Division of Public and Intermodal Transportation and/or the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to

contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
  - h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
  - i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
  - j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
  - k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.
13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX

C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.

14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
  
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
  
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
  
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
  
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.



19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

- 30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
- 31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
- 32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
- 33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
- 34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HIGHLAND

MADISON COUNTY MASS TRANSIT DISTRICT

\_\_\_\_\_  
Kevin B. Hemann, Mayor

\_\_\_\_\_  
Steven J. Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

**APPENDIX A**

LEASED VEHICLE(S) INCLUDED IN AGREEMENT

2021 E450 Turtle Top  
VIN: 1FDFE4FN7MDC38072  
MCT Unit #: HIG1

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## APPENDIX B

### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides paratransit transportation for the disabled and elderly residents of City of Highland between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement. If the DISTRICT identifies the lack of overall cleanliness of the vehicle, the DISTRICT reserves the right to have the unit cleaned and detailed. This will be billed to the LESSEE as part of the \$5,000 maintenance agreement.

Accident damage, whether internal or external, minor, or major, will need immediate reporting to the DISTRICT. Accident damage must be reported to the DISTRICTS Fleet Director within 24 hours of the accident with type of accident, how it happened, who is involved, if there were injuries, vehicle towed or not. LESSEE is to send photos of accident damage to the DISTRICTS Fleet Director at earliest convenience. Body work will not be immediately reimbursable by the DISTRICT. LESSEE will need to subrogate reimbursable cost to any 3<sup>rd</sup> party liable sources through LESSEE's insurance company. The DISTRICT will not reimburse LESSEE any

amounts that could be recovered from another source, such as insurance or warranty. The DISTRICT reserves the right to make necessary accident damage repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the vehicle. If unreported accident damage is found, the DISTRICTS Fleet Maintenance Department will reach out to LESSEE leadership for follow up.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

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MOTOR VEHICLE MAINTENANCE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
MAIN STREET COMMUNITY CENTER, INC.

This motor vehicle maintenance Agreement entered into by and between Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and Main Street Community Center, Inc. (hereinafter MAIN STREET), having its principal office at 1003 North Main Street, Edwardsville, Illinois 62025. DISTRICT and MAIN STREET in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - MAIN STREET understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Reimbursement - The DISTRICT agrees to reimburse MAIN STREET for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to MAIN STREET by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, MAIN STREET will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay MAIN STREET within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to MAIN STREET stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by MAIN STREET.

5. Use of Funds - MAIN STREET shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
6. Grant Applications - As a condition of this Agreement and in order to remain eligible for DISTRICT reimbursement, MAIN STREET, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation

and/or the East West Gateway Council of Governments to be placed on their grant application mailing lists.

7. Insurance

a. The District shall be named additional insured for such activities arising out of this agreement. MAIN STREET shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. The District reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

c. MAIN STREET shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by MAIN STREET's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

d. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of MAIN STREET to maintain adequate insurance coverage for each vehicle. Failure of MAIN STREET to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

8. Drug Free Workplace - MAIN STREET agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

9. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between MAIN STREET and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to MAIN STREET. MAIN STREET therefore agrees as follows:

a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to MAIN STREET by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.

b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.

c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.

d. Audit, Access to Records and Reports, and Records Retention: MAIN STREET agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all

records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. MAIN STREET agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. MAIN STREET agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
- f. Unlawful Discrimination
  - i. Human Rights: MAIN STREET shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
  - ii. Sexual Harassment: MAIN STREET shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) MAIN STREET's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.
- g. State Indemnification: MAIN STREET agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. MAIN STREET shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. MAIN STREET will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect MAIN STREET from any claims for damages to property or for bodily injury (including death) that may arise from the Agreement.
- h. No State Obligation to Third Parties: MAIN STREET agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by MAIN STREET, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable “flow down” provisions to third party contractors, subcontractors and/or suppliers. MAIN STREET agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide MAIN STREET with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with MAIN STREET a revision to this Agreement as an alternative to termination.
  - j. School Bus Operations: Pursuant 20 ILCS 2705/49.19, MAIN STREET agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
  - k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), MAIN STREET hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.
10. Acknowledgement of IDOT Eligibility - MAIN STREET and DISTRICT specifically acknowledge that MAIN STREET may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between MAIN STREET and DISTRICT, reimburse MAIN STREET for said expenses listed in APPENDIX C.
11. Delay of Payments - The DISTRICT, by written notice to MAIN STREET, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
- a. MAIN STREET makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by MAIN STREET pursuant to this Agreement, or in any submission of MAIN STREET required by the DISTRICT; or
  - b. MAIN STREET fails to retain records or to permit access to records as provided in this Agreement; or
  - c. MAIN STREET commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue MAIN STREET for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of MAIN STREET.

12. No Obligation to Provide Loaner Vehicle(s) - DISTRICT will not under any circumstances be obligated to furnish MAIN STREET with any loaner vehicle(s), to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle(s) when any vehicle may be out of service for any reason.
13. Inspection - MAIN STREET agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of MAIN STREET's public transportation service as, in the judgment of MAIN STREET, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of MAIN STREET.
14. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist, shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
15. Contingent Fees and Gratuities - MAIN STREET, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of MAIN STREET have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by MAIN STREET or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.
16. Bribery - By entering into this Agreement, MAIN STREET certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has MAIN STREET made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of MAIN STREET committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of MAIN STREET.
17. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, MAIN STREET furnishes a written appeal to the Managing Director. In connection with any such appeal, MAIN STREET shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon MAIN STREET and MAIN STREET shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties,

obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or MAIN STREET shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18. Termination

- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that MAIN STREET fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to MAIN STREET a Notice of Termination specifying the nature of the default.
- b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party.
- c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
- d. Failure to advise the District of retired or disposed vehicle(s).
- e. MAIN STREET's failure to abide by the maintenance schedule.

19. District Indemnification - To the fullest extent permitted by applicable law, MAIN STREET shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of MAIN STREET's activities or resulting from the performance of services called for by this Agreement.

MAIN STREET shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out MAIN STREET's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either MAIN STREET or DISTRICT.

20. Compliance with Law - MAIN STREET shall use vehicle(s) in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle(s) shall not be used for any illegal purposes. MAIN STREET shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle(s).

21. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle(s) due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any loaner

vehicle(s), or other damages due to any theft, damage, loss, defect, or failure of any vehicle(s) or the time consumed in repairing, servicing of the designated vehicle(s).

22. Assignment - MAIN STREET shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
23. Contract Authorization - MAIN STREET warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. MAIN STREET warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits MAIN STREET from entering into and performing the terms of this Agreement.
24. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
25. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this 14<sup>th</sup> day of June, 2021.

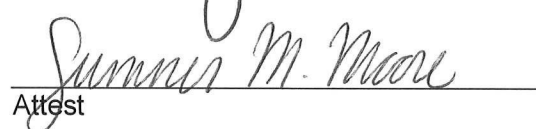
MAIN STREET COMMUNITY CENTER,  
INC.

  
Sara Berkbigler, Executive Director

  
Attest

MADISON COUNTY MASS TRANSIT  
DISTRICT

  
Steven J. Morrison, Managing Director

  
Attest

## APPENDIX A

### VEHICLE INCLUDED IN AGREEMENT

2011 Ford E350 Eldorado, 12-passenger bus  
VIN: 1FDEE3FL1BDB30497  
MCT Unit #: EDWSC12

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## **APPENDIX B**

### **SERVICE TO BE PROVIDED BY MAIN STREET**

MAIN STREET agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

MAIN STREET provides paratransit transportation for the disabled and elderly (age 60 and over) residents of Edwardsville and Glen Carbon between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday.

MAIN STREET's transportation program must to provide transportation to wheelchair as well as ambulatory riders.

MAIN STREET's transportation program must to refer eligible riders to the DISTRICT's fixed route system when persons eligible for MAIN STREET's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist MAIN STREET's eligible riders navigate the District's fixed route bus system.

MAIN STREET's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within MAIN STREET's service area. This may be arranged in advance or on the same day as service.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has 2 leased vehicles from the District and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

MAIN STREET agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle.

MAIN STREET shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the MAIN STREET to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Body work will not be reimbursable by DISTRICT, nor will it be done by ACT. DISTRICT will not reimburse MAIN STREET any amounts that could be recovered from another source, such as insurance or warranty.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

MAIN STREET services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, MAIN STREET shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is MAIN STREET's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicle for repairs and maintenance that fails to comply with this requirement.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to

cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to MAIN STREET's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. MAIN STREET shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

MAIN STREET will provide DISTRICT, within thirty days of the execution of this agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, MAIN STREET's Transportation Program.

MAIN STREET will provide DISTRICT, on an annual basis, with a copy of MAIN STREET's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 18.

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MOTOR VEHICLE LEASE AGREEMENT BETWEEN  
MADISON COUNTY MASS TRANSIT DISTRICT  
AND  
NEW OPPORTUNITIES, INC.

This motor vehicle lease Agreement entered into by and between the Lessor, Madison County Mass Transit District (hereinafter DISTRICT), having its principal office at One Transit Way, Granite City, Illinois 62040, and New Opportunities, Inc. (hereinafter LESSEE), having its principal office at 1510 W. 7<sup>th</sup> Street, Granite City, Illinois 62040. DISTRICT and LESSEE in consideration of their mutual covenants herein agree to the following terms and conditions:

1. Vehicle(s) - The vehicle(s) that are the subject matter of this Agreement are described in APPENDIX A.
2. Service Agreement - LESSEE understands that this Agreement is contingent upon the subject vehicle(s) only being used to provide services for the benefit of the inhabitants of the DISTRICT as set forth in APPENDIX B.
3. Term - The term of this Agreement shall be upon execution through June 30, 2026.
4. Lease Payment - The lease payment due from LESSEE to DISTRICT shall consist of the sum of one dollar (\$1.00) per leased vehicle per year.
5. Reimbursement - DISTRICT agrees to reimburse LESSEE for the repairs and maintenance of the vehicle(s) in accordance to the terms set forth in APPENDIX C.

Both Parties agree that the procedure for reimbursement to LESSEE by DISTRICT shall be as follows:

By the 10<sup>th</sup> of every month, LESSEE will submit invoices for reimbursable expenses as identified in APPENDIX C for the prior month along with DISTRICT's required data as defined in APPENDIX D. Each invoice submitted shall include the VIN of the subject vehicle(s) for which reimbursement is being requested. Invoices and required data for the fiscal period which ends June 30 must be submitted by the 15<sup>th</sup> of July.

DISTRICT or its authorized agent shall either approve or disapprove each claim submitted. If the claim submitted is approved, the DISTRICT shall release said funds to pay LESSEE within thirty (30) days of the approval by DISTRICT. If the claim is disapproved, the DISTRICT shall provide a brief explanation to the LESSEE stating why the claim was not approved. DISTRICT shall have the final authority and discretion to approve or disapprove claims. The DISTRICT shall have the right to reject any claim which was submitted to it sixty (60) days or longer after it had originally been paid by LESSEE.

6. Use of Funds - LESSEE shall neither directly nor indirectly use the funds provided to it by DISTRICT for purposes not consistent with terms and appendices as set forth herein.
7. Grant Applications - As a condition of this Agreement and in order remain eligible for DISTRICT reimbursement, the LESSEE, in order to reduce the financial burden on the DISTRICT, must seek and apply for applicable grant funding for new and/or replacement vehicle(s). Agencies eligible for Section 5310 funding must contact the Illinois Department of Transportation, Division of Public and Intermodal Transportation and/or

the East West Gateway Council of Governments to be placed on their grant application mailing lists.

8. Insurance

a. The DISTRICT shall be named additional insured and loss payee for the leased vehicle(s). All insurance shall be maintained during the entire lease term or extension thereof as to each vehicle as hereinafter provided. LESSEE shall at all times maintain insurance in the following amounts, per occurrence:

Collision	\$300,000
Comprehensive	\$300,000
Bodily Injury Liability and Property Damage Liability Combined	\$3,000,000
Medical Payments	\$10,000
Uninsured/Underinsured Motorist Coverage	\$100,000

b. In the event of a total loss of the vehicle(s), LESSEE's coverage shall provide, at a minimum, payment to the DISTRICT for the fair market value of the vehicle(s) as determined by comparison to vehicles with similar equipment, age, and mileage.

c. The DISTRICT reserves the right to alter, amend, increase, or otherwise modify the insurance requirements stated herein.

d. LESSEE shall indemnify and hold DISTRICT harmless from any loss or damage occasioned by LESSEE's failure to secure, renew, or re-secure said insurance coverage in the event of expiration, cancellation, revocation or other termination thereof.

e. The form and limits of such insurance together with the underwriter thereof in each case shall be acceptable to DISTRICT, but regardless of such acceptance it shall be the responsibility of the LESSEE to maintain adequate insurance coverage for each vehicle. Failure of LESSEE to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

f. Vehicle insurance policies shall not be canceled without giving thirty (30) days prior written notice to DISTRICT. LESSEE shall provide DISTRICT with evidence of the existence of all required insurance upon delivery of the vehicle to LESSEE and at such times during the terms of this Agreement that DISTRICT may require. LESSEE shall use the proceeds of any insurance received from claims on the vehicle as defined in APPENDIX A, to repair or replace the vehicle. LESSEE shall comply with all terms and conditions of the insurance policies covering the vehicle.

g. LESSEE shall give DISTRICT and any insurers of the vehicle(s) immediate notice of any damage of any vehicle exceeding \$2,500.00 or of any accident in which any vehicle may be involved. If any suit is brought upon LESSEE by reason of the use, operation or condition of any vehicle, LESSEE shall give DISTRICT and insurance immediate notice of it, shall provide DISTRICT and insurers copies of all demands, notices, summons, complaints, process or other pleadings received by LESSEE in connection therewith, and shall cooperate with and assist DISTRICT and insurers in such action.

9. Vehicle Title - The title of the vehicle(s) shall remain in the name of the DISTRICT. LESSEE shall pay any and all applicable taxes, licenses and inspection fees, if any, when due.

10. Drug Free Workplace - LESSEE agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*).

11. Driver Requirements - LESSEE shall allow only duly authorized and licensed drivers to operate the vehicle(s). LESSEE agrees to require all of its drivers involved in the delivery of service as described in this Agreement to:
  - a. Pass the US DOT physical examination, and drug and alcohol testing requirements as applicable.
  - b. Obtain the proper licenses and/or certifications to meet or exceed all Local, State, and Federal requirements.
  
12. IDOT and DISTRICT Agreement - The parties recognize that there exists between DISTRICT and the State of Illinois Department of Transportation (hereinafter referred to as IDOT), an agreement referred to as the Downstate Operating Assistance Grant Program Agreement (hereinafter referred to as IDOT Agreement). Said IDOT Agreement is in effect and provides for IDOT to provide certain monetary assistance to DISTRICT. Except where specifically stated to the contrary within this Agreement between LESSEE and DISTRICT, it is the intention of the parties that funds resulting from said IDOT Agreement are used to reimburse DISTRICT for expenses paid by DISTRICT under this Agreement to LESSEE. LESSEE therefore agrees as follows:
  - a. To provide any and all information of any nature requested by DISTRICT or by IDOT in order for DISTRICT or IDOT to determine if the funds provided to LESSEE by DISTRICT are eligible for reimbursement to the DISTRICT by IDOT.
  - b. Except where specifically noted to the contrary, to not seek reimbursement from DISTRICT for any expenses which are not eligible for reimbursement to DISTRICT from IDOT under the IDOT Agreement.
  - c. To not perform any acts of commission or omission which if performed by DISTRICT could render DISTRICT ineligible for reimbursement under the IDOT Agreement.
  - d. Audit, Access to Records and Reports, and Records Retention: The LESSEE agrees, at any time required by the DISTRICT, Auditor General, IDOT or their duly authorized representatives (hereinafter "Auditing Parties"), access to all records in conjunction with this Agreement, including materials, payrolls, audit working papers, and other data and records. The LESSEE agrees to maintain all required records for at least three (3) years after the DISTRICT makes final payment and all other pending matters are closed. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of DISTRICT of recovery of any funds paid by DISTRICT under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. The LESSEE agrees to permit any of the Auditing Parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - e. Prohibited interests: No member, officer or employee of the DISTRICT or a local public body shall have during his or her tenure or for one year thereafter, any interest, direct or indirect in this contract or the proceeds thereunder.
  - f. Unlawful Discrimination
    - i. Human Rights: LESSEE shall comply with the Illinois Equal Employment Opportunity clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code part 750).
    - ii. Sexual Harassment: LESSEE shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) LESSEE's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights

Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the DISTRICT upon request.

- g. State Indemnification: The LESSEE agrees to hold harmless and indemnify IDOT from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with this Agreement, and shall defend any suit or action brought against it and/or IDOT, whether at law or in equity, based on any such alleged injury (including death) or damage. LESSEE shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. LESSEE will take out and maintain at its own cost and expense, for the duration of this Agreement, such policies of insurance in companies, as will protect LESSEE from any claims for damages to property or for bodily injury (including death), with may arise from the Agreement.
- h. No State Obligation to Third Parties: The LESSEE agrees that none of its officers, employees or agents, by reason of this Agreement made hereunder, is or was authorized to hold themselves out hereunder, is or was authorized to hold themselves out or claim to be officers, employees or agents of the State, and that none of them is to be permitted by the LESSEE, by reason of this Agreement hereunder, to make any claim, demand or application to or for any right or privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.
- i. Contingent Award: All applicable contractual provisions required by financial assistance contracts with IDOT are hereby incorporated by reference, including all applicable "flow down" provisions to third party contractors, subcontractors and/or suppliers. The LESSEE agrees not to perform any act, fail to perform any act, or refuse to comply with any DISTRICT requests that would cause the DISTRICT to be in violation of IDOT terms and conditions. This Agreement is subject to the determination that sufficient funds are available from IDOT to carry out the scope of the Agreement. The DISTRICT's obligations hereunder shall cease immediately, without penalty of further payment being required, in the event that funding provided to DISTRICT is discontinued or significantly reduced. DISTRICT shall provide LESSEE with notice of termination due to discontinuation or significant reduction of funding as soon as practicable after DISTRICT becomes aware of the failure to make available such funds. In the event that the funding made available to DISTRICT for purposes of this Agreement is limited either in scope or magnitude, DISTRICT reserves the right to negotiate with LESSEE a revision to this Agreement as an alternative to termination.
- j. School Bus Operations: Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), the LESSEE agrees that while performing work in connection with this Agreement it will not engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards, except to the extent that IDOT determines otherwise in writing.
- k. Ethanol Gasoline: Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), the LESSEE hereby certifies that all gasoline burning motor vehicle(s) operated under this Agreement use, if capable, fuel containing ethanol gasoline.



13. Acknowledgement of IDOT Eligibility - LESSEE and DISTRICT specifically acknowledge that LESSEE may seek reimbursement from DISTRICT for expenses listed in APPENDIX C; that said expenses may be eligible for reimbursement to DISTRICT by IDOT under the IDOT Agreement; and that DISTRICT shall, for said expenses otherwise eligible for reimbursement under the Agreement between LESSEE and DISTRICT reimburse LESSEE for said expenses listed in APPENDIX C.
14. Delay of Payments - The DISTRICT, by written notice to the LESSEE, may elect to withhold or delay any payment, or any portion thereof, or if payment or payments have already been made pursuant hereto, to recall such payment or portion thereof, if:
  - a. LESSEE makes any misrepresentations of a material nature in its application for funds, or any amendment thereof, or in respect to any of the documents or data furnished by LESSEE pursuant to this Agreement, or in any submission of the LESSEE required by the DISTRICT; or
  - b. LESSEE fails to retain records or to permit access to records as provided in this Agreement; or
  - c. LESSEE commits any other breach of this Agreement. Such written notice of withholding, delay or recall shall set forth in detail the nature of and facts supporting such alleged misrepresentation or breach. DISTRICT further retains any and all other rights it has under law, including but not limited to the right to sue LESSEE for all funds lost to DISTRICT as a result of any breach to the IDOT Agreement caused by acts of omissions of LESSEE.
15. No Obligation to Provide Loaner Vehicle - DISTRICT will not under any circumstances be obligated to furnish LESSEE with any loaner vehicle, to provide any other provision for transportation, or to assume any obligation for any other loss of use of vehicle when any vehicle may be out of service for any reason.
16. Inspection - The LESSEE agrees that DISTRICT or IDOT may, at reasonable times, conduct such inspections or examinations of LESSEE's public transportation service as, in the judgment of the LESSEE, may be advisable in connection with this Agreement. All such inspections shall be performed without disruption or interference with any transportation service or other business activity of LESSEE.
17. Non-Waiver - The parties agree that in no event shall the making or receipt of any payment under this Agreement constitute or be construed as a waiver by one part of any breach of covenant or any default on the party of the other party which may then exist and the making or receipt of any payment under this Agreement, while any such breach or default shall exist shall in no way impair or prejudice any right to remedy available to the parties under this Agreement are, unless indicated otherwise herein, cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law equity.
18. Contingent Fees and Gratuities - LESSEE, by entering into this Agreement with DISTRICT, thereby covenants that no person or selling agent except bona fide employees or designated agents or representatives of LESSEE have been employed or retained to solicit or secure this Agreement with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by LESSEE or any of its agents, employees or representatives, to any official, member or employee of DISTRICT or other governmental agency with a view toward securing this Agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Agreement.

19. Bribery - By entering into this Agreement, LESSEE certifies that none of its officers, representatives, agents, subcontractors or employees have been convicted of bribery or attempting to bribe an officer or employee of DISTRICT or any other party to this Agreement, nor has LESSEE made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the LESSEE committed bribery or attempted bribery pursuant to the direction or authorization of a responsible official of the LESSEE.
20. Breach and Dispute Resolution - Disputes arising in the performance of the Agreement which are not resolved by agreement of the parties shall be decided in writing by the DISTRICT's Managing Director. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the LESSEE furnishes a written appeal to the Managing Director. In connection with any such appeal, the LESSEE shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the LESSEE and the LESSEE shall abide by the decision.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by DISTRICT or LESSEE shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

21. Termination
- a. Termination for Default (Breach) - DISTRICT may terminate this Agreement for default in the event that LESSEE fails to perform or observe any condition of this Agreement. The DISTRICT shall terminate by delivering to the LESSEE a Notice of Termination specifying the nature of the default.
  - b. Termination for Convenience - DISTRICT or LESSEE may terminate this lease in whole or in part without cause upon serving ninety (90) days prior written notice to the other party. No later than the ninety-first (91) day after serving of said notice, LESSEE shall return applicable vehicle to the DISTRICT. LESSEE shall pay the DISTRICT any sums it owes under the terms of this lease prorated to the date of the return of the vehicle; DISTRICT shall pay LESSEE on a prorated basis any lease payment previously paid to DISTRICT which represents rental of said vehicle after the date that said vehicle were returned to the DISTRICT.
  - c. Failure to provide "actual" monthly mileage readings to the District without prompting. Mileage estimates are not acceptable.
  - d. Failure to advise the District of retired or disposed vehicle(s).
  - e. LESSEE's failure to abide by the maintenance schedule.
22. Return of Vehicle(s) - Upon termination or expiration of this Agreement, LESSEE shall return vehicle(s) to DISTRICT in good and efficient working order, repair, and condition, ordinary wear and tear excepted.

If LESSEE defaults, DISTRICT shall have the right to demand and receive immediate possession of vehicle(s) and exercise any other remedies DISTRICT may have against LESSEE under the terms of this Agreement or otherwise provided by law. If LESSEE fails to surrender possession of vehicle(s) to DISTRICT on termination or expiration of this Agreement, DISTRICT shall have the right to enter upon any premises where the vehicle(s) may be located and then to remove the vehicle(s).

23. District Indemnification - To the fullest extent permitted by applicable law, LESSEE shall agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, due to bodily or personal injury, death, sickness or property damage (including loss of use thereof) arising out of LESSEE's activities or resulting from the performance of services called for by this Agreement.

LESSEE shall also agree to indemnify, defend and hold harmless DISTRICT, its trustees, officers, officials, agents, and employees, and the Agency for Community Transit, its board members, officers, officials, and employees, from and against any and all claims, suits, actions, judgments, fines, penalties, losses, damage, costs, or expenses (including but not limited to attorney's fees), whether direct or indirect, arising out of LESSEE's failure to comply with any applicable Federal, State or local laws, statutes, ordinances, rules or regulations currently in force, or to be enacted in the future.

Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either LESSEE or DISTRICT.

24. No Option to Purchase - This Agreement does not provide to LESSEE an option to purchase the vehicle.
25. Vehicle Condition - LESSEE shall maintain and service vehicle in accordance with the terms and conditions as set forth in APPENDIX C of this agreement and to keep each vehicle in good working order, repair and condition.
26. Compliance with Law - LESSEE shall use vehicle in compliance with all State, Federal, and Municipal laws and ordinances. Vehicle shall not be used for any illegal purposes. LESSEE shall promptly pay and discharge all fines imposed or arising out of the use of the vehicle.
27. Vehicle Location - LESSEE shall at all times upon request of DISTRICT notify DISTRICT as to the location of any vehicle. LESSEE shall not remove vehicle from Madison County, Illinois, for a period of time exceeding forty-eight (48) hours without obtaining prior written consent of DISTRICT, excepting such time when vehicles may be removed from Madison County to be maintained, painted, repaired, rebuilt or modified.
28. Vehicle Loss - If any vehicle is lost, stolen, destroyed or becomes a constructive total loss, LESSEE shall promptly notify DISTRICT and hold any salvage for DISTRICT. DISTRICT shall dispose of the salvage and apply the proceeds of the sale to pay any obligation of LESSEE hereunder. LESSEE shall assume and shall bear the entire risk of loss, theft, damage or destruction of any vehicle, from any and every cause. No loss, theft, damage or destruction of any vehicle shall affect LESSEE's obligations provided herein.
29. No Liability for Delays - DISTRICT shall not be liable for any delay in delivering the vehicle due to fire or other casualty, labor difficulty, governmental restriction, or any other cause beyond the control of DISTRICT. In no event shall DISTRICT be liable for any loss of profits, consequential damages, inconvenience, rental of any replacement vehicle, or other damages due to any theft, damage, loss, defect, or failure of any vehicle or the time consumed in repairing, servicing of the designated vehicle.

30. Assignment - LESSEE shall not assign this Agreement or any interest therein without the prior written consent of DISTRICT.
31. Warranty - Other than any warranty which may be provided by the manufacturer, THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No dispute between the LESSEE and the manufacturer about warranty shall affect the obligation of LESSEE under this Agreement, nor shall any defects in the vehicle or the equipment affect LESSEE's obligation under this Agreement. LESSEE acknowledges that it is familiar with the manufacturer's warranty and acknowledges that said manufacturer's warranty is acceptable to LESSEE.
32. Contract Authorization - LESSEE warrants that it has taken all corporate actions necessary to authorize it to enter into this Agreement. LESSEE warrants that there is no provision of its charter, and to its knowledge no law, ordinance or regulation, which prohibits LESSEE from entering into and performing the terms of this Agreement.
33. Notices - Any notices required or permitted to be given hereunder shall be in writing, sent by certified mail, postage pre-paid, return receipt requested or shall be personally delivered to the primary office of the other party.
34. Entire Agreement - This Agreement and attached appendices A, B, C, and D constitutes the entire Agreement between the parties, and supersedes any or all prior or oral agreements, arrangements or understandings, and may be modified only by a writing executed by both parties. Both parties shall comply with all applicable provision of the Agreement as stated.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

NEW OPPORTUNITIES, INC.

MADISON COUNTY MASS TRANSIT  
DISTRICT

\_\_\_\_\_  
Kim Fears, Executive Director

\_\_\_\_\_  
Steven J. Morrison, Managing Director

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

## APPENDIX A

### LEASED VEHICLE(S) INCLUDED IN AGREEMENT

2016 Ford E450 Turtle Top Coach on Chassis

VIN: 1FDXE4FS6GDC11458

MCT Unit #: NOGC1

2016 Ford E450 Turtle Top Coach on Chassis

VIN: 1FDXE4FS0GDC11259

MCT Unit #: NOGC2

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## APPENDIX B

### SERVICE TO BE PROVIDED BY LESSEE

LESSEE agrees to provide services for the benefit of the inhabitants of the DISTRICT as described:

LESSEE provides paratransit transportation for the disabled and elderly for the residents of Madison County, Illinois, between the hours of 8:30 a.m. to 3:00 p.m., Monday through Friday.

LESSEE's transportation program must provide transportation to wheelchair as well as ambulatory riders.

LESSEE's transportation program must refer eligible riders to the DISTRICT's fixed route system when persons eligible for LESSEE's services could reasonably use the fixed route system for the same or similar trip. The District offers travel training to assist LESSEE's eligible riders with navigating the District's fixed route bus system.

LESSEE's transportation program will provide limited backup service to ACT for trips which cannot be accommodated by ACT within the LESSEE's service area. This may be arranged in advance or on the same day as service.

The Agency for Community Transit, Inc., (ACT) provides client transportation to LESSEE's facilities on a daily basis, Monday through Friday. In consideration of the vehicles leased to LESSEE by DISTRICT through this agreement, such trips provided by ACT shall be limited to the available capacity of 2 vehicles operated by ACT. The capacity could vary based upon the composition of the passengers: ambulatory or wheelchair.

All vehicle(s) covered under this agreement must be used to transport elderly and disabled residents of Madison County only. Any regular use of the vehicle(s) outside of Madison County will result in the vehicle(s) being removed from the agreement, and/or termination of the agreement, at the sole determination of the DISTRICT.

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## APPENDIX C

### REIMBURSEMENT

Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for vehicle maintenance and repairs as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover maintenance repairs if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$3,000 of its maintenance budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to have its engine replaced at a cost of \$4,000. Even though vehicle (A) has only \$2,000 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the engine replacement.

Maintenance and repairs must be provided by the DISTRICT's agent, the Agency for Community Transit (ACT), at the DISTRICT facility. No "in kind" services provided by the DISTRICT will be considered as expenses incurred.

LESSEE agrees to follow any and all DISTRICT maintenance guidelines and manufacturer's recommendations listed within the "owner's manual" provided with vehicle(s).

LESSEE shall, at least once per calendar month, deliver vehicle(s) to the DISTRICT's maintenance facility located at One Transit Way, Granite City, Illinois. Failure of the LESSEE to abide by the prescribed vehicle maintenance schedule could be grounds for termination of this Agreement. The DISTRICT's agent, the Agency for Community Transit (ACT), shall provide monthly maintenance services for the vehicle(s). All vehicle maintenance and repairs must be scheduled in advance with the Agency's Shop Foreman by calling (618) 797-4600. DISTRICT shall not be liable for providing a backup/loaner vehicle(s) in the case such vehicle(s) requires extensive repair.

Chassis warranty work may be done by ACT or will be coordinated by ACT. Other warranty work (non-Ford, OEM) may be done by ACT, in which case ACT will coordinate warranty reimbursement.

LESSEE services are intended to provide safe and dependable transportation for the elderly and disabled. On a daily basis, the LESSEE shall cycle and test the vehicle's lift prior to placing the vehicle in service.

It is LESSEE's responsibility to maintain the cleanliness of the vehicle's interior and exterior. The interior of all vehicles should be swept and wiped clean at the end of every service day. All vehicles delivered to the DISTRICT for maintenance services shall be clean and free of contaminants, dirt and debris. DISTRICT reserves the right to reject any vehicles for repairs and maintenance that fails to comply with this requirement. If the DISTRICT identifies the lack of overall cleanliness of the vehicle, the DISTRICT reserves the right to have the unit cleaned and detailed. This will be billed to the LESSEE as part of the \$5,000 maintenance agreement.

Accident damage, whether internal or external, minor, or major, will need immediate reporting to the DISTRICT. Accident damage must be reported to the DISTRICTS Fleet Director within 24 hours of the accident with type of accident, how it happened, who is involved, if there were injuries, vehicle towed or not. LESSEE is to send photos of accident damage to the DISTRICTS Fleet Director at earliest convenience. Body work will not be immediately reimbursable by the DISTRICT. LESSEE will need to subrogate reimbursable cost to any 3<sup>rd</sup> party liable sources through LESSEE's insurance company. The DISTRICT will not reimburse LESSEE any

amounts that could be recovered from another source, such as insurance or warranty. The DISTRICT reserves the right to make necessary accident damage repairs, in house or sublet, to ensure the longevity, structural integrity, safety and functionality of the vehicle. If unreported accident damage is found, the DISTRICTS Fleet Maintenance Department will reach out to LESSEE leadership for follow up.

**Fuel, Oil, Repeater Fees.** Reimbursement shall not exceed \$5,000 per vehicle per DISTRICT's fiscal year for Fuel, Oil, Repeater Fees as set out more fully herein. If more than one vehicle is covered under this Agreement, the total remaining annual balance amount may be utilized to cover said fees if needed. For example: An agency has two (2) leased vehicles from the DISTRICT and the budget is \$5,000 per vehicle per year. Through the course of the year, one vehicle (A) has utilized \$4,500 of its budget, and the other vehicle (B) has utilized \$500.00 of its budget. Vehicle (A) needs to an estimated \$1,000 in fuel to finish out the FY. Even though vehicle (A) has only \$500 remaining in its budget, the remaining balance of \$4,500 for vehicle (B) would be available to pay for the fuel needs.

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## APPENDIX D

### DISTRICT DATA COLLECTION AND OPERATING PRACTICES REQUIREMENTS

DISTRICT is required to report various financial and statistical information to the Federal Transit Administration:

- A. Daily passenger counts including riders, cancellations, no shows, number of wheelchair riders
- B. Daily vehicle total miles and hours
- C. Daily vehicle revenue miles and hours
- D. Annual operating expenses
- E. Annual operating funding
- F. Transit safety and security information
- G. Revenue vehicle inventory
- H. Periodic random samples for calculating passenger miles
- I. Description of operating hours of program, eligibility criteria, hours trips can be scheduled, geographic boundaries of the program on a map.

DISTRICT will provide information to the LESSEE's staff responsible for collecting this information. The DISTRICT's fiscal year is July 1 through June 30. LESSEE shall submit data on a monthly basis. The DISTRICT must receive the previous months data by the 10<sup>th</sup> of the following month. All annual data must be forwarded to DISTRICT by July 15<sup>th</sup>.

All data must be in Excel spreadsheet format and forwarded to DISTRICT via email, CD, or other DISTRICT approved method.

LESSEE will provide DISTRICT, within thirty days of the execution of this Agreement, a copy of any agreements with any agency or department, public or private, which directly or indirectly fund or regulate, in any manner, the LESSEE's Transportation Program.

LESSEE will provide DISTRICT, on an annual basis, with a copy of the LESSEE's certified annual audit within thirty days after the completion of the audit.

Failure to comply with these requirements will constitute breach of contract and may invoke termination procedures as detailed in Section 21.

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# MCT Longfellow Grounds Maintenance Facility

**To:** MCT Board of Trustees  
**From:** SJ Morrison, Rob Schmidt  
**Date:** May 27, 2021

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## **CURRENT SITUATION:**

The MCT Trails Grounds Crew is comprised of eight full time laborers and one full time Grounds Supervisor, Gregg Bohnenstiehl. In the summer months, the team mows and trims more than 100 miles of MCT Trails on a bi-weekly schedule. Monday through Friday, four tractors, two finish mowers, three trucks, and other equipment used periodically, are stored at the MCT Base of Operations and deployed daily. Currently, an average of 14 man hours per day is being spent transporting equipment to various bike trail locations throughout Madison County. Fortunately, MCT owns a piece of property and three buildings on Longfellow Avenue in Edwardsville that is not only adjacent to the MCT Trails, its located at the center of the MCT Trails system.

## **RECOMMENDATION:**

Staff proposes relocating the Grounds Crew to the Longfellow facilities where direct access to the MCT Trails exists and the team could deploy from a much more centralized location. Doing so, would save MCT time and money and also accomplishes the following:

- Converts travel time to productive time on the MCT Trails.
  - Relocating to Longfellow eliminates 3,640 hours of employee transport time based on an average of 14 total hours per day. Annual potential cost savings in man hours alone is: \$73,700.
  - Annual equipment hours for the tractor equipment fleet will be reduced by 1,560 hours.
- Allows equipment to be stored under roof (today it is not).
- Reduces wear and tear on tractors, which are not made to travel on pavement, tires, bearings, etc.
- Extends the life of equipment, reducing drive hours/maintenance costs. Annual cost savings: \$8,689.20
- Reduces fuel expense per hour to operate a tractor. Annual potential cost savings is: \$8,053.19
- Reduces exposure for accidents being on public roads.
- Frees up space at the Base of Operations facility.
- Creates more time for existing crew to maintain the MCT Trails, including the new landscaped areas.
- **TOTAL ESTIMATED ANNUAL COST SAVINGS OF RELOCATION: \$90,442.39**

Although MCT owns the facilities at Longfellow, the site is in serious need of improvement, and staff has developed a two-phase plan to prepare the facilities for relocation.

## **Phase 1 Scope of Work:**

If approved, Phase 1 would be funded using MCT Local funds, which have been identified in the MCT Capital Budget. This phase includes the following:

- Architectural design and engineering work
- New concrete entrances and parking lots
- Improved fencing and landscape screening
- Site utility services and any underground construction
- Pre-engineered metal building footings and foundations
- New fuel storage system

**Phase 2 Scope of Work:**

If approved, Phase 2 includes improvements funded by federal dollars, known as **Section 5307 funds** that have been committed to the project. This phase includes improvements to three existing buildings, one additional Pre-Engineered Building, and an addition to Building B. Work includes:

- Interior demolition in all three buildings
- Removal and replacement of siding, gutters, doors, roofing, and lighting in all three buildings
- Construction of open-air addition to store plows from outside
- Installation of security lighting and cameras
- Interior construction in Building B to include new office, breakroom, bathroom, doors, etc.
- Installation of (4) New Overhead Garage Doors in Building B
- Installation of security lighting and cameras
- New mechanical systems in Building B
- Installation of one new Overhead door in Building C
- Retrofitting buildings to ensure ADA compliance
- Construction of new Pre-Engineered Metal Building (PEMB)

**Project Budget:**

<b>Description</b>	<b>Federal Funds</b>	<b>Local Funds</b>	<b>Total</b>
Design Phase 1	-	\$34,680	<b>\$34,680</b>
Design Phase 2	-	\$37,400	<b>\$37,400</b>
Construction Phase 1	-	\$434,100	<b>\$434,100</b>
Construction Phase 2	\$394,600	\$98,650	<b>\$493,250</b>
<b>Total</b>	<b>\$394,600</b>	<b>\$604,830</b>	<b>\$999,430</b>

**ADDED BENEFITS OF RELOCATING THE GROUNDS CREW TO LONGFELLOW AVE.:**








In addition to mowing and trimming the MCT Trails, the Grounds Crew will utilize the additional time completing the following work:

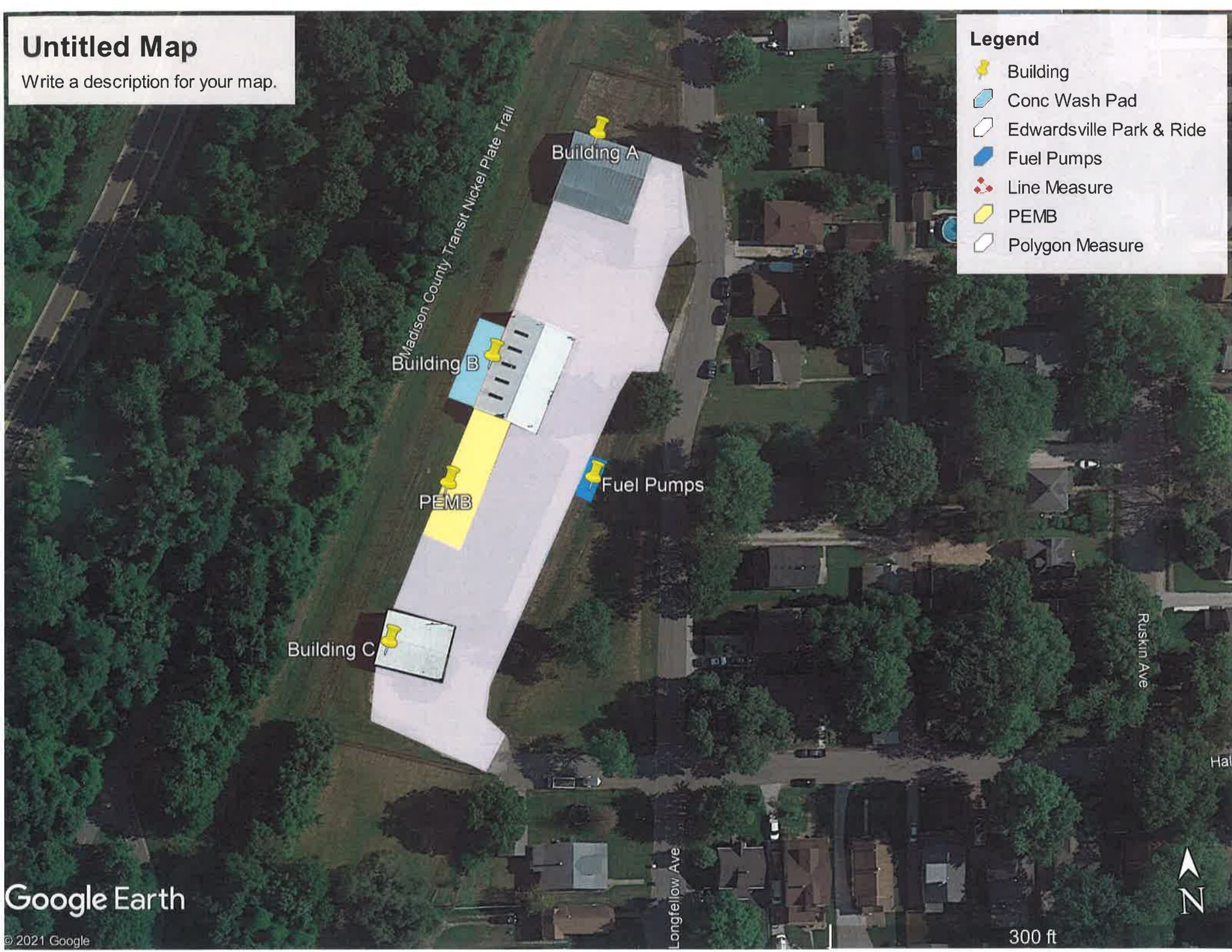
- Removing trash, broken glass, and other debris along trails and at park and ride lots.
- Blowing clippings, leaves, branches, and other debris off the trail surface and lots.
- Rotating on-call weekends to deal with safety issues on trails as well as branch clean up after storms.
- Removal of graffiti and repairing vandalism to all trails, kiosks, signage, bridges, and tunnels.
- Emptying trash cans.
- Observing safety issues and either fixing them directly or coordinating their repair (trees or branches ready to fall, culvert blockages or other drainage issues, etc.)
- Preparing trails for special events.
- Repairing or replacing signage as needed on trails and roadways.
- Removing mud from the trail surface for trail users' safety.
- Maintaining new trees and landscaping as needed and applying mulch as needed.
- Responding to all trails info e-mails to correct problems observed by trail users.

# Untitled Map

Write a description for your map.

## Legend

-  Building
-  Conc Wash Pad
-  Edwardsville Park & Ride
-  Fuel Pumps
-  Line Measure
-  PEMB
-  Polygon Measure





## RESOLUTION 21-46

### AUTHORIZING AN AWARD OF CONTRACT FOR MAINTENANCE FACILITY PHASE I DESIGN SERVICES

**WHEREAS**, Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

**WHEREAS**, the District desires to make valuable improvements to the storage facility located along Longfellow Avenue in Edwardsville, Illinois, for the grounds crew to operate from a centralized location that is beneficial for trail maintenance and cost effective to the District; and,

**WHEREAS**, the major components of the Longfellow maintenance facility improvements phase 1 project consist of fence changes, site utility services, a foundation for a pre-engineered metal building, a new fuel storage system with landscape screening, and concrete paving; and

**WHEREAS**, pursuant to the Local Government Professional Services Selection Act policy (50 ILCS 510/1), the District shall negotiate and enter into contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required at a fair and reasonable compensation; and,

**WHEREAS**, the District has a satisfactory relationship for services with AAIC, Inc. and has negotiated a professional services contract for the Longfellow grounds maintenance facility phase 1 project at a fair and reasonable price; and

**WHEREAS**, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to award a contract to AAIC, Inc., of Collinsville, Illinois, to provide architectural design services for facility site improvements to the District's Longfellow grounds maintenance facility, located in Edwardsville, Illinois.

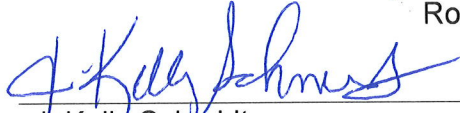
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:**

1. Madison County Mass Transit District authorizes the execution of a contract with AAIC, Inc., of Collinsville, Illinois, for professional services in the amount of thirty-one thousand dollars (\$31,000.00), and reimbursable expenses not-to-exceed three thousand, six hundred eighty dollars (\$3,680.00) for Phase 1 of the facility improvements project located on Longfellow Avenue, in Edwardsville, Illinois.
2. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
3. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

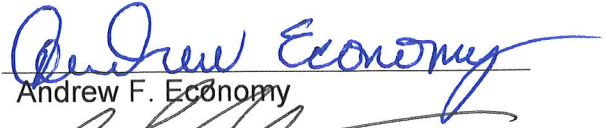
**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of May 2021.



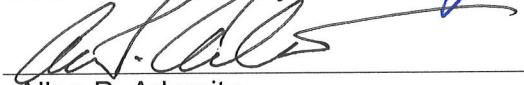
Ronald L. Jedda, Chairman



J. Kelly Schmidt



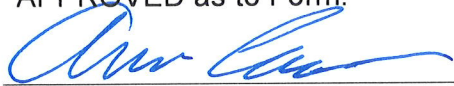
Andrew F. Economy



Allen P. Adomite

Christopher C. Guy

APPROVED as to Form:



Andrew K. Carruthers, Legal Counsel

## CERTIFICATE

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.


I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, May 27, 2021, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:**

1. Madison County Mass Transit District authorizes the execution of a contract with AAIC, Inc., of Collinsville, Illinois, for professional services in the amount of thirty-one thousand dollars (\$31,000.00), and reimbursable expenses not-to-exceed three thousand, six hundred eighty dollars (\$3,680.00) for Phase 1 of the facility improvements project located on Longfellow Avenue, in Edwardsville, Illinois.
2. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
3. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of May 2021.

  
\_\_\_\_\_



# AIA<sup>®</sup> Document B102™ – 2017

## Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the date the last party signs.  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Madison County Mass Transit District  
One Transit Way, P.O. Box 7500  
Granite City, IL 62040  
Telephone Number: 618-797-4600  
Fax Number: 618-797-7547

and the Architect:  
*(Name, legal status, address and other information)*

AAIC Inc.  
One Design Mesa  
Collinsville, IL 62234  
Telephone Number: 618-345-1270

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

Longfellow Grounds Maintenance Facility – Locally funded project  
Edwardsville, Illinois

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

In accordance with Attachment B Architect's Proposal, the Architect shall provide construction documents, bidding phase and construction administration services for the Owner's locally funded scope of work requirements at its grounds maintenance facility on Longfellow Avenue in Edwardsville, Illinois.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Lossie E. Morris, Principal

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000 ) for each occurrence and two million dollars (\$2,000,000 ) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and one million dollars (\$ 1,000,000 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.9 The Architect shall forward subcontractor(s) certificates of insurance to the Owner prior to the respective subcontractor beginning work on this project.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, address, and other contact information.)*

Robert Schmidt, Director of Facilities  
Tel: 618-797-4600 ext. 2308  
Cell: 618-570-4676  
rschmidt@mct.org

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

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the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

## § 4.2 Mediation

§ 4.2.1 Reserved

§ 4.2.2 Reserved

§ 4.2.3 Reserved

*(Paragraphs deleted)*

§ 4.2.4 The method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Owner's Managing Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Architect mails or otherwise furnishes a written appeal to the Managing Director. In connection with any such appeal, the Architect shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the Architect and the Architect shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Owner, Architect shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Architect arising out of or relating to this agreement or its breach will be decided by arbitration. b) Architect shall comply with all of the Owner's resolutions and regulations applicable to this Agreement and with any local, State or Federal laws or regulations applicable to the goods and services provided under this Agreement. Except as hereinafter specifically provided, this Agreement shall be governed by and construed to the laws of the State of Illinois, including, but not limited to the Uniform Commercial Code. Any suit arising herefrom shall be brought in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois, which forum shall have sole and exclusive jurisdiction and venue. c) If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from the remedies herein, mediation or arbitration.

**Rights and Remedies** - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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### § 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by United States Arbitration & Mediation in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7  
*(Paragraphs deleted)*  
Reserved.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.  
*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Fixed fee amount of \$31,000.00 for basic services, and reimbursable expenses not-to-exceed \$3,680.00 in accordance with contract Attachment B – Architect's Proposal.

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1  
*(Paragraphs deleted)*  
See Attachment B – Architect's Proposal.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect.

§ 6.2.3 Reserved

## § 6.3 Payments to the Architect

### § 6.3.1 Initial Payments

None

*(Paragraph deleted)*

### § 6.3.2 Progress Payments

§ 6.3.2.1 Provided that an invoice is received by the 10<sup>th</sup> day of a month, the Owner will make payment not later than the 1<sup>st</sup> day of the following month. If an invoice for payment is received by the Owner after the date fixed above, payment will be made by the Owner not later than sixty (60) calendar days after the Owner received the invoice.

- 1) Construction document phase shall be paid upon completion of service.
- 2) Bidding phase shall be paid upon completion of service.
- 3) Construction administration shall be paid monthly in proportion to services performed.
- 4) Requests for payment of reimbursable expenses must include documentation to support the request.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. Unless otherwise mutually agreed, the parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Reserved.

§ 7.5 Reserved.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 With the Owner's written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

Init.

§ 7.9 Except as required by law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

§ 8.1 Notices. Any notice required under this contract shall be in writing, dated and signed by the party giving such notice or by a duly authorized representative of such party. Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery (e.g. certified mail with return receipt, or an email whereby the recipient replies to the sender).

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2 Reserved

*(Paragraph deleted)*

.3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204–2017 incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

Attachment C – State of Illinois Provisions

.4 Other documents:

*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

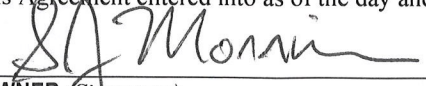
Attachment A – Owner's General Terms and Conditions

Attachment B – Architect's Proposal

Init.



This Agreement entered into as of the day and year the last party signs.

  
\_\_\_\_\_  
OWNER (Signature)

SJ Morrison, Managing Director  
\_\_\_\_\_  
(Printed name and title)

5/27/2021  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Lossie E. Morris, Principal  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

5/17/2021  
\_\_\_\_\_  
(Date)

Init.

1. **CONFLICTS AND INCONSISTENCIES.** In the event of a conflict or inconsistency between any of the contract sections, such conflict or inconsistency shall be resolved by giving effect to the relevant position in the document which first appears in the following list: (1) AIA Standard Form of Agreement; (2) Federal and State grant financial assistance provisions (if required by the contract); (3) Madison County Mass Transit District (MCT) General Terms and Conditions; and (4) Contractor's proposal. A modification or change to any Contract document shall take its precedence from the term it amends.
2. **ADDITIONAL WORK.** Additional work means the furnishing of materials or services not directly or by implication called for by this contract. If MCT requires additional work, it may direct Vendor in writing to do such work at mutually agreed upon lump sum or unit prices. Performance of additional work without the prior written authorization of MCT shall be at Vendor's sole expense.
3. **INSPECTIONS, ACCEPTANCE AND APPROVALS.** MCT reserves the right and shall be at liberty to inspect all materials, services, and workmanship during the contract period and shall have the right to reject all materials, services, and workmanship, which do not conform to specifications and this contract. However, MCT is under no duty to make such inspections and no inspection so made shall relieve Vendor from any obligation to furnish services and products in accordance with this contract. MCT may, at its option, require prompt replacement or correction of rejected products or services at Vendor's expense.
4. **NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS.** Conducting of tests and inspections, payment for a product or service, or acceptance of a product or service by MCT shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law. Failure of MCT to insist on strict performance by Vendor of the terms and conditions of this contract at any time shall not be construed as a waiver by MCT of such performance in the future.
5. **INDEPENDENT CONTRACTOR.** The Vendor shall be an independent contractor. Services performed, and amounts paid pursuant to this contract are not rendered as an employee of MCT.
6. **INDEMNIFICATION.** Vendor agrees that it will indemnify, defend and hold harmless MCT, its trustees, officers, officials, employees and agents, and Agency for Community Transit (ACT), its board members, officers, officials, employees and agents from all claims, liabilities, obligations and causes of action in connection with the goods or services purchased to the extent caused by Vendor's negligence.
7. Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either Vendor, MCT or ACT.
8. **CONFLICT OF INTEREST.** Vendor, by agreeing to provide work, services or materials, thereby attests that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest which conflicts in any manner or degree with the work required to be performed and/or provided under this contract, and that it shall not employ any person or agent having any such interest. In the event that Vendor, its agents, employees or representatives hereafter acquire such a conflict of interest, Vendor shall immediately disclose such interest to MCT and immediately take action to eliminate the conflict or to withdraw from this contract, as MCT may require.
9. **CIVIL RIGHTS REQUIREMENTS.** Vendor shall comply with the civil rights laws pertaining to nondiscrimination and equal employment opportunity as required by 42 U.S.C. § 2000d and e et seq. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, age, sex, sexual orientation, gender identity, or status as a parent.
10. **DRUG AND ALCOHOL POLICY.** Vendor shall maintain a drug and alcohol free work place environment to ensure worker safety and workplace integrity.
11. **CONTINGENT FEES AND GRATUITIES.** Vendor, by agreeing to provide work, services or materials, thereby attests that no person or selling agent except bona fide employees or designated agents or representatives of Vendor has been employed or retained to solicit or secure this contract with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor or any of its agents, employees or representatives, to any official, member or employee of MCT or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
12. **COMPLIANCE WITH OSHA AND APPLICABLE LAWS.** Vendor shall comply with all applicable laws and regulations of any public body having jurisdiction for such matters which include, but are not limited to, health and safety, environmental protection, safety of persons or property or protection of persons or property from damage, injury or loss. Vendor shall erect and maintain all necessary safeguards for such safety and protection. It shall be the duty and responsibility of all Vendors and their respective subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("Act") and to enforce and comply with all provisions of this Act.
13. **FREEDOM OF INFORMATION (FOIA).** Access to MCT's government records is governed by the Illinois Freedom of Information Act (5 ILCS 140/1). The Vendor acknowledges that MCT is subject to the requirements of the FOIA and shall assist and cooperate with MCT to enable MCT to comply with its information disclosure obligations. The Vendor shall not charge MCT for reasonable costs associated with freedom of information requests.
14. **USE OF MCT NAME IN ADVERTISING OR PUBLIC RELATIONS.** Vendor shall not, without prior written consent of MCT, publish, assert, or imply that MCT endorses the Vendor's product or service.
15. **SEVERABILITY.** Any provision or part of this contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon MCT and Vendor, who agree that the contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
16. **SUBCONTRACTS AND ASSIGNMENT.** MCT shall have the right of prior review and approval of any and all subcontracts entered into by Vendor. MCT shall indicate its approval in writing prior to execution by Vendor and subcontractor.
17. Vendor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without prior written consent of MCT. This contract shall be binding upon and inure to the benefit of the successors of the parties.
18. **LAW GOVERNING.** Vendor shall recognize that all applicable federal and state laws, certifications, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. All matters of law pertaining to this contract shall be governed by, and construed according to the laws of the State of Illinois.
19. **ORGANIZATIONAL CONFLICT OF INTEREST.** Unless specifically exempted from the conditions of this provision by Owner, any Owner contractor, subcontractor, subsidiary, or other entity which is legally related and which develops or drafts specifications, requirements, statements of work, or solicitations, will be excluded from competing for the directly ensuing procurement.



April 23, 2021

AAIC inc.

Mr. Rob Schmidt  
Madison County Transit  
Director of Facilities  
One Transit Way  
Granite City, IL

RE: MCT Longfellow Grounds Maintenance Facility – Bid Package #1 – Local Funding

Dear Mr. Schmidt,

AAIC is pleased to submit our proposal for professional services for the above referenced project. This proposal is based on our understanding of the project scope of work as outlined below.

### SCOPE OF WORK

Building A: NONE

Building B:

- New entrance concrete pad (If Awning design needs footing, add to this scope)
- Fence changes. Remove portion and add new tie into North side of Bldg B, exiting two garage doors to bike trail property

Building C: NONE

Site:

- Site utility services or any underground
- PEMB Foundations
- New Fuel storage system
- Landscape screening at fuel
- Concrete paving - Parking lot

### CONSTRUCTION DOCUMENTS

- Measure and verify field conditions.
- Code review of requested scope and verification of any additional items needed.
- Completion of bid level design documents for public bidding process including drawing package and specifications.
- Submission of 50% and 100% review documents for owner approvals
- Coordination with MCT Purchasing for inclusion of owner supplied front end specification documentation and bidding directions.
- Coordination with the City of Edwardsville for inclusion of all necessary requirements.
- Inclusion of civil engineering consultant. Preparation of drawings for the above referenced site scope. A stormwater report, NOI, and SWPP plans were included to suffice the City of Edwardsville. The survey work to establish existing conditions and topography of the site is included under reimbursables below.

One Design Mesa

Collinsville, Illinois

62234

618-345-1270

fax 618-345-1282

www.aaicinc.com

*architects*

*interiors*

*planners*

- Inclusion of structural engineering consultant. Design of PEMB foundations.

#### BIDDING PHASE SERVICES

- Conduct Pre-Bid meeting.
- Bidding services include attending a pre-bid meeting, answering RFC's and processing any required addenda, assisting with the bid opening and making recommendations to MCT.
- Coordinate the owner/contractor contract between the MCT and the Contractor.

#### CONSTRUCTION ADMINISTRATIVE SERVICES

- Conducting a pre-construction meeting with the successful contractor.
- Processing submittals, shop drawings, samples.
- Processing monthly pay applications.
- Processing ASI's, RFP's and CO's if necessary.
- Provide final punch out and substantial completions.
- Preparing as-built documents
- Processing final completion documentation.

#### SCHEDULE

We can start on this project immediately. We anticipate a 4-week design phase. This timeline can be accelerated if needed to meet the schedule established or requested by MCT.

#### BASIC SERVICES

AAIC proposes to perform the work for a fixed fee basis.

Construction Documents	\$ 21,000.00
Bidding Phase	\$ 2,000.00
Construction Administration	<u>\$ 8,000.00</u>

**Total** **\$ 31,000.00**

#### REIMBURSABLE EXPENSES

Expenses encountered as needed or requested by the District will be charged to the District outside of our basic services and be billed as direct costs with no markup. Estimated items/amounts are as follows:

- Civil – Site Survey/Topo/Exist. Conditions \$ 3,280.00
- Printing and Reproductions \$ 400.00
  - Permitting documents
  - Bid Documents are assumed to be issued via MCT share site to bidding contractors.
  - Review Documents will be issued digitally for owner review.

**Total Reimbursables** **\$ 3,680.00**

#### EXCLUSIONS

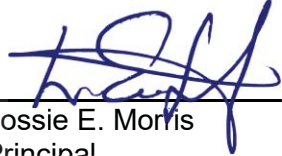
Our Basic services do not include:

- Evaluation or Remediation of hazardous materials
- Storage Mezzanines
- Fire Protection Engineering

- PEMB Design
- Construction material testing
- Construction Observation
- Permit Fees
  - Permitting will be applied for by General Contractor after award

Thank you for the opportunity to provide professional services for this project.  
Please call if you have any questions or need additional information.

Respectfully Submitted,  
AAIC inc.



---

Lossie E. Morris  
Principal

Accepted:

---

MCT

## RESOLUTION 21-47

### AUTHORIZING AN AWARD OF CONTRACT FOR MAINTENANCE FACILITY PHASE II DESIGN SERVICES

**WHEREAS**, Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

**WHEREAS**, the District desires to make valuable improvements to the storage facility located along Longfellow Avenue in Edwardsville, Illinois, for the grounds crew to operate from a centralized location that is beneficial for trail maintenance and cost effective to the District; and,

**WHEREAS**, the major components of the Longfellow maintenance facility improvements phase 2 project consist of the erection of a pre-engineered metal building, rehabilitation of three buildings, and installation of security lighting; and

**WHEREAS**, pursuant to the Local Government Professional Services Selection Act policy (50 ILCS 510/1), the District shall negotiate and enter into contracts for architectural, engineering and land surveying services on the basis of demonstrated competence and qualifications for the type of services required at a fair and reasonable compensation; and,

**WHEREAS**, the District has a satisfactory relationship for services with AAIC, Inc. and has negotiated a professional services contract for the Longfellow maintenance facility phase 2 project at a fair and reasonable price; and


**WHEREAS**, it has been determined to be in the best interest of the District and the residents of Madison County, Illinois, to award a contract to AAIC, Inc., of Collinsville, Illinois, to provide architectural design services for rehabilitation and facility site improvements to the District's Longfellow grounds maintenance facility, located in Edwardsville, Illinois.

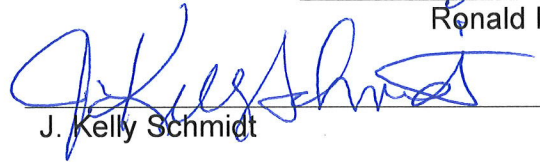
**WHEREAS**,

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District authorizes the execution of a contract with AAIC, Inc., of Collinsville, Illinois, for professional services in the amount of thirty-seven thousand dollars (\$37,000.00), and reimbursable expenses not-to-exceed four hundred dollars (\$400.00) for Phase 2 of the facility improvements project located on Longfellow Avenue, in Edwardsville, Illinois.
2. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
3. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.


**ADOPTED** by the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of May 2021.

  
\_\_\_\_\_  
Ronald L. Jorda, Chairman


  
\_\_\_\_\_  
J. Kelly Schmidt

  
\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy

  
\_\_\_\_\_  
Allen P. Adomite

APPROVED as to Form:

  
\_\_\_\_\_  
Andrew K. Carruthers, Legal Counsel



## CERTIFICATE

I, Summer Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.

I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, May 27, 2021, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:**

1. Madison County Mass Transit District authorizes the execution of a contract with AAIC, Inc., of Collinsville, Illinois, for professional services in the amount of thirty-seven thousand dollars (\$37,000.00), and reimbursable expenses not-to-exceed four hundred dollars (\$400.00) for Phase 2 of the facility improvements project located on Longfellow Avenue, in Edwardsville, Illinois.
2. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
3. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
4. Ronald L. Jedda, Chairman, J. Kelly Schmidt, Vice Chair, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby authorized and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of May 2021.

  
\_\_\_\_\_





# AIA<sup>®</sup> Document B102™ – 2017

## Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the date the last party signs.  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Madison County Mass Transit District  
One Transit Way, P.O. Box 7500  
Granite City, IL 62040  
Telephone Number: 618-797-4600  
Fax Number: 618-797-7547

and the Architect:  
*(Name, legal status, address and other information)*

AAIC Inc.  
One Design Mesa  
Collinsville, IL 62234  
Telephone Number: 618-345-1270

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

Longfellow Grounds Maintenance Facility – Federally funded project  
Edwardsville, Illinois

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

### ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

In accordance with Attachment B Architect's Proposal, the Architect shall provide construction documents, bidding phase and construction administration services for the Owner's federally funded scope of work requirements at its grounds maintenance facility on Longfellow Avenue in Edwardsville, Illinois.

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Lossie E. Morris, Principal

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

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§ 1.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000 ) for each occurrence and two million dollars (\$2,000,000 ) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than five hundred thousand dollars (\$ 500,000 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million dollars (\$ 1,000,000 ) per claim and one million dollars (\$ 1,000,000 ) in the aggregate.

§ 1.5.7 **Additional Insured Obligations.** The Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

§ 1.5.9 The Architect shall forward subcontractor(s) certificates of insurance to the Owner prior to the respective subcontractor beginning work on this project.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
*(List name, address, and other contact information.)*

Robert Schmidt, Director of Facilities  
Tel: 618-797-4600 ext. 2308  
Cell: 618-570-4676  
rschmidt@mct.org

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as

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the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

### ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

### ARTICLE 4 CLAIMS AND DISPUTES

#### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

## § 4.2 Mediation

§ 4.2.1 Reserved

§ 4.2.2 Reserved

§ 4.2.3 Reserved

*(Paragraphs deleted)*

§ 4.2.4 The method of binding dispute resolution shall be the following:  
*(Check the appropriate box.)*

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the Owner's Managing Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Architect mails or otherwise furnishes a written appeal to the Managing Director. In connection with any such appeal, the Architect shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Managing Director shall be binding upon the Architect and the Architect shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Owner, Architect shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - a) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Architect arising out of or relating to this agreement or its breach will be decided by arbitration. b) Architect shall comply with all of the Owner's resolutions and regulations applicable to this Agreement and with any local, State or Federal laws or regulations applicable to the goods and services provided under this Agreement. Except as hereinafter specifically provided, this Agreement shall be governed by and construed to the laws of the State of Illinois, including, but not limited to the Uniform Commercial Code. Any suit arising herefrom shall be brought in the Circuit Court for the Third Judicial Circuit, Madison County, Illinois, which forum shall have sole and exclusive jurisdiction and venue. c) If agreed to by both parties, disputes may be resolved by a mutually agreed-to alternative dispute resolution process that may include structured negotiations different from the remedies herein, mediation or arbitration.

**Rights and Remedies** - The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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### § 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by United States Arbitration & Mediation in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7  
*(Paragraphs deleted)*  
Reserved.

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Fixed fee amount of \$37,000.00 for basic services, and reimbursable expenses not-to-exceed \$400.00, in accordance with contract Attachment B – Architect's Proposal.

### § 6.2 Compensation for Reimbursable Expenses

#### § 6.2.1

*(Paragraphs deleted)*

See Attachment B – Architect's Proposal.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect.

§ 6.2.3 Reserved

Init.

## § 6.3 Payments to the Architect

### § 6.3.1 Initial Payments

None

*(Paragraph deleted)*

### § 6.3.2 Progress Payments

§ 6.3.2.1 Provided that an invoice is received by the 10<sup>th</sup> day of a month, the Owner will make payment not later than the 1<sup>st</sup> day of the following month. If an invoice for payment is received by the Owner after the date fixed above, payment will be made by the Owner not later than sixty (60) calendar days after the Owner received the invoice.

- 1) Construction document phase shall be paid upon completion of service.
- 2) Bidding phase shall be paid upon completion of service.
- 3) Construction administration shall be paid monthly in proportion to services performed.
- 4) Requests for payment of reimbursable expenses must include documentation to support the request.

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. Unless otherwise mutually agreed, the parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Reserved.

§ 7.5 Reserved.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 With the Owner's written approval, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

Init.



§ 7.9 Except as required by law, if the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

#### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
*(Include other terms and conditions applicable to this Agreement.)*

§ 8.1 Notices. Any notice required under this contract shall be in writing, dated and signed by the party giving such notice or by a duly authorized representative of such party. Notices shall not be effective unless transmitted by any method that provides confirmation of transmission and delivery (e.g. certified mail with return receipt, or an email whereby the recipient replies to the sender).

#### ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2 Reserved

*(Paragraph deleted)*

.3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204–2017 incorporated into this Agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

Attachment C – State of Illinois Provisions

.4 Other documents:

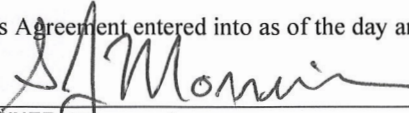
*(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)*

Attachment A – Owner's General Terms and Conditions

Attachment B – Architect's Proposal

Init.

This Agreement entered into as of the day and year the last party signs.

  
\_\_\_\_\_  
OWNER (Signature)

SJ Morrison, Managing Director  
\_\_\_\_\_  
(Printed name and title)

5/27/2021  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
ARCHITECT (Signature)

Lossie E. Morris, Principal  
\_\_\_\_\_  
(Printed name, title, and license number, if required)

5/17/2021  
\_\_\_\_\_  
(Date)

Init.

1. **CONFLICTS AND INCONSISTENCIES.** In the event of a conflict or inconsistency between any of the contract sections, such conflict or inconsistency shall be resolved by giving effect to the relevant position in the document which first appears in the following list: (1) AIA Standard Form of Agreement; (2) Federal and State grant financial assistance provisions (if required by the contract); (3) Madison County Mass Transit District (MCT) General Terms and Conditions; and (4) Contractor's proposal. A modification or change to any Contract document shall take its precedence from the term it amends.
2. **ADDITIONAL WORK.** Additional work means the furnishing of materials or services not directly or by implication called for by this contract. If MCT requires additional work, it may direct Vendor in writing to do such work at mutually agreed upon lump sum or unit prices. Performance of additional work without the prior written authorization of MCT shall be at Vendor's sole expense.
3. **INSPECTIONS, ACCEPTANCE AND APPROVALS.** MCT reserves the right and shall be at liberty to inspect all materials, services, and workmanship during the contract period and shall have the right to reject all materials, services, and workmanship, which do not conform to specifications and this contract. However, MCT is under no duty to make such inspections and no inspection so made shall relieve Vendor from any obligation to furnish services and products in accordance with this contract. MCT may, at its option, require prompt replacement or correction of rejected products or services at Vendor's expense.
4. **NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS.** Conducting of tests and inspections, payment for a product or service, or acceptance of a product or service by MCT shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law. Failure of MCT to insist on strict performance by Vendor of the terms and conditions of this contract at any time shall not be construed as a waiver by MCT of such performance in the future.
5. **INDEPENDENT CONTRACTOR.** The Vendor shall be an independent contractor. Services performed, and amounts paid pursuant to this contract are not rendered as an employee of MCT.
6. **INDEMNIFICATION.** Vendor agrees that it will indemnify, defend and hold harmless MCT, its trustees, officers, officials, employees and agents, and Agency for Community Transit (ACT), its board members, officers, officials, employees and agents from all claims, liabilities, obligations and causes of action in connection with the goods or services purchased to the extent caused by Vendor's negligence.
7. Such obligations shall not be construed to waive, negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to either Vendor, MCT or ACT.
8. **CONFLICT OF INTEREST.** Vendor, by agreeing to provide work, services or materials, thereby attests that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest which conflicts in any manner or degree with the work required to be performed and/or provided under this contract, and that it shall not employ any person or agent having any such interest. In the event that Vendor, its agents, employees or representatives hereafter acquire such a conflict of interest, Vendor shall immediately disclose such interest to MCT and immediately take action to eliminate the conflict or to withdraw from this contract, as MCT may require.
9. **CIVIL RIGHTS REQUIREMENTS.** Vendor shall comply with the civil rights laws pertaining to nondiscrimination and equal employment opportunity as required by 42 U.S.C. § 2000d and e et seq. The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, disability, age, sex, sexual orientation, gender identity, or status as a parent.
10. **DRUG AND ALCOHOL POLICY.** Vendor shall maintain a drug and alcohol free work place environment to ensure worker safety and workplace integrity.
11. **CONTINGENT FEES AND GRATUITIES.** Vendor, by agreeing to provide work, services or materials, thereby attests that no person or selling agent except bona fide employees or designated agents or representatives of Vendor has been employed or retained to solicit or secure this contract with an understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities in the form of entertainment, gifts or otherwise were offered or given by Vendor or any of its agents, employees or representatives, to any official, member or employee of MCT or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.
12. **COMPLIANCE WITH OSHA AND APPLICABLE LAWS.** Vendor shall comply with all applicable laws and regulations of any public body having jurisdiction for such matters which include, but are not limited to, health and safety, environmental protection, safety of persons or property or protection of persons or property from damage, injury or loss. Vendor shall erect and maintain all necessary safeguards for such safety and protection. It shall be the duty and responsibility of all Vendors and their respective subcontractors to be familiar with and comply with 29 USC Section 651, et seq., the Occupational Safety and Health Act of 1970, as amended ("Act") and to enforce and comply with all provisions of this Act.
13. **FREEDOM OF INFORMATION (FOIA).** Access to MCT's government records is governed by the Illinois Freedom of Information Act (5 ILCS 140/1). The Vendor acknowledges that MCT is subject to the requirements of the FOIA and shall assist and cooperate with MCT to enable MCT to comply with its information disclosure obligations. The Vendor shall not charge MCT for reasonable costs associated with freedom of information requests.
14. **USE OF MCT NAME IN ADVERTISING OR PUBLIC RELATIONS.** Vendor shall not, without prior written consent of MCT, publish, assert, or imply that MCT endorses the Vendor's product or service.
15. **SEVERABILITY.** Any provision or part of this contract held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon MCT and Vendor, who agree that the contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
16. **SUBCONTRACTS AND ASSIGNMENT.** MCT shall have the right of prior review and approval of any and all subcontracts entered into by Vendor. MCT shall indicate its approval in writing prior to execution by Vendor and subcontractor.
17. Vendor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or notation, without prior written consent of MCT. This contract shall be binding upon and inure to the benefit of the successors of the parties.
18. **LAW GOVERNING.** Vendor shall recognize that all applicable federal and state laws, certifications, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. All matters of law pertaining to this contract shall be governed by, and construed according to the laws of the State of Illinois.
19. **ORGANIZATIONAL CONFLICT OF INTEREST.** Unless specifically exempted from the conditions of this provision by Owner, any Owner contractor, subcontractor, subsidiary, or other entity which is legally related and which develops or drafts specifications, requirements, statements of work, or solicitations, will be excluded from competing for the directly ensuing procurement.



April 23, 2021

AAIC inc.

Mr. Rob Schmidt  
Madison County Transit  
Director of Facilities  
One Transit Way  
Granite City, IL

RE: MCT Longfellow Grounds Maintenance Facility – Bid Package #2 –  
Federal Funding

Dear Mr. Schmidt,

AAIC is pleased to submit our proposal for professional services for the above referenced project. This proposal is based on our understanding of the project scope of work as outlined below.

### SCOPE OF WORK

#### Building A:

- Remove all interior office and bath partition walls
- Add Masonry Veneer (Rossetta Stone-Bolt On) to North and East elevation of bldg up to 36" (will need addition of framing/plywood knee wall)
- Open air Lean-to full length of bldg - South side (to store plows under from outside)
- Re-establish metal siding to south side of main structure
- Remove and Replace all metal siding and roofing
- New gutters
- New Man door at existing entrance
- Install Security lighting at doors (bldg mount)
- Install Security lighting at West side of Building (bldg mount)
- Install Lighting and Receptacles under newly created lean to area

#### Building B:

- Install New covered entrance at Man door - Relocate door and add Awning (If Awning needs footing, will add to BP2 scope)
- Demo all interior office and bath partitions (existing wood framed)
- New office, breakroom and bathroom layout, restroom to utilize same rough ins
- Add Masonry Veneer (Rossetta Stone-Bolt On) to North, East, and South elevation of bldg up to 36" (will need addition of framing/plywood knee wall)
- Remove and Replace all metal siding and roofing
- New gutters
- (4) New Over head Garage Doors, New openings to North, framing-header's etc.
- New Man Door front
- New Man Door and opening at SE towards new PEMB
- Install Security lighting at doors (bldg mount)
- Install Security lighting at West side of Building (bldg mount)
- New Mechanical systems

#### Building C:

- Remove and Replace all windows
- Install security lights at West and East side of Bldg (bldg mount)

One Design Mesa

Collinsville, Illinois

62234

618-345-1270

fax 618-345-1282

www.aaicinc.com

*architects*

*interiors*

*planners*

- Option/Alternate to remove and replace all metal siding and roof
- Install new Man Door
- New Gutters
- New Overhead door
- Check ADA entrance issues with new door, possible addition of handrail

#### Pre-Engineered Metal Building

- Building Package (delegated design)
- Lighting and electrical for PEMB

Site: None

#### CONSTRUCTION DOCUMENTS

- Measure and verify field conditions
- Code review of requested scope and verification of any additional items needed
- Completion of bid level design documents for public bidding process including drawing package and specifications
- Submission of 100% review documents for owner approvals
- Coordination with MCT Purchasing for inclusion of owner supplied front end specification documentation and bidding directions
- Coordination with the City of Edwardsville for inclusion of all necessary requirements.
- Inclusion of MEP engineering consultant. Preparation of drawings and specifications for MEP items reference above. Including preparation of Comcheck files required by the City of Edwardsville.
- Inclusion of structural engineering consultant. Analysis of structural reconfiguration, wall and roof panel fastening patterns, new headers, and lateral resisting requirements for new openings.

#### BIDDING PHASE SERVICES

- Conduct Pre-Bid meeting.
- Bidding services include attending a pre-bid meeting, answering RFC's and processing any required addenda, assisting with the bid opening and making recommendations to MCT.
- Coordinate the owner/contractor contract between the MCT and the Contractor.

#### CONSTRUCTION ADMINISTRATIVE SERVICES

- Conducting a pre-construction meeting with the successful contractor.
- Processing submittals, shop drawings, samples.
- Processing monthly pay applications.
- Processing ASI's, RFP's and CO's if necessary.
- Provide final punch out and substantial completions.
- Preparing as-built documents
- Processing final completion documentation.

#### SCHEDULE

We can start on this project immediately. We anticipate a 4-week design phase. This timeline can be accelerated if needed to meet the schedule established or requested by MCT.

**BASIC SERVICES**

AAIC proposes to perform the work for a fixed fee basis.

Construction Documents	\$ 25,000.00
Bidding Phase	\$ 2,000.00
Construction Administration	<u>\$ 10,000.00</u>

**Total** **\$ 37,000.00**

**REIMBURSABLE EXPENSES**

Expenses encountered as needed or requested by the District will be charged to the District outside of our basic services and be billed as direct costs with no markup. Estimated items/amounts are as follows:

- Printing and Reproductions \$ 400.00
  - Permitting documents.
  - Bid Documents are assumed to be issued via MCT share site to bidding contractors.
  - Review Documents will be issued digitally for owner review.

**Total Reimbursables** **\$ 400.00**

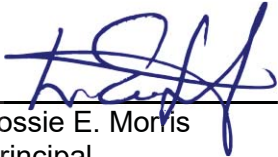
**EXCLUSIONS**

Our Basic services do not include:

- Evaluation or Remediation of hazardous materials
- Storage Mezzanines
- Fire Protection Engineering
- PEMB Design (Delegated by Contractor)
- Construction material testing
- Construction Observation
- Permit Fees
  - Permitting will be applied for by General Contractor after award

Thank you for the opportunity to provide professional services for this project. Please call if you have any questions or need additional information.

Respectfully Submitted,  
AAIC inc.

  
\_\_\_\_\_  
Lossie E. Morris  
Principal

Accepted:

\_\_\_\_\_  
MCT



## RESOLUTION 21-48

### AUTHORIZING AN AWARD OF CONTRACT TO GREEN EDISON CORPORATION FOR ENERGY EFFICIENCY LIGHTING IMPROVEMENTS

**WHEREAS**, Madison County Mass Transit District (District) was created in December 1980 by resolution of the Madison County Board pursuant to Section 3 of the Local Mass Transit District Act, approved July 21, 1959, as amended (70 ILCS 3610/1 et. seq.); and,

**WHEREAS**, a formal competitive procurement was issued on April 29, 2021 in order to select the lowest responsive and responsible bidder for the construction project know as Energy Efficiency Program Lighting Improvements; and,

**WHEREAS**, the work on this project consists of upgrading the existing fixtures and bulbs to LED systems at nine MCT properties which will reduce energy usage and costs as part of the Ameren Illinois Energy Efficiency Program; and,

**WHEREAS**, by contracting with an Ameren Illinois approved/or certified contractor, MCT is only required to compensate the contractor for the copay portion of the work; Ameren Illinois directly pays the incentive to the contractor upon satisfactory completion of the work; and,

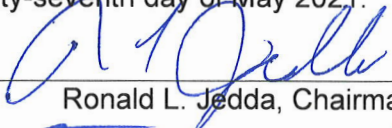
**WHEREAS**, after receipt of two bids, Green Edison Corporation of Jacksonville, Illinois, was identified as the apparent low bidder with a bid in the amount of fifty-nine thousand, four hundred dollars (\$59,400.00); and,

**WHEREAS**, a price analysis concluded the bid price of Green Edison Corporation to be fair and reasonable, and a responsibility determination review concluded they exhibit adequate organization, qualifications and other characteristics necessary to successfully carryout the project.

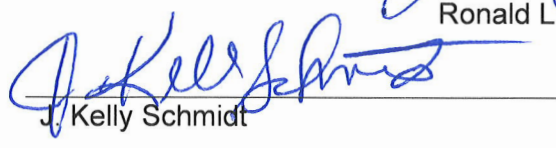
**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:

1. Madison County Mass Transit District authorizes a notice of intent to award a contract be delivered to Green Edison Corporation, of Jacksonville, Illinois, in the amount of fifty-nine thousand, four hundred dollars (\$59,400.00) for the Energy Efficiency Program Lighting Improvements project.
2. Pending the receipt of required documentation from Green Edison Corporation within the time period specified in the Invitation for Bids, and the expiration of Madison County Mass Transit District's bid protest period, Madison County Mass Transit District authorizes the award of a contract and notice to proceed be delivered to Green Edison Corporation in the amount of fifty-nine thousand, four hundred dollars (\$59,400.00).
3. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
4. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
5. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

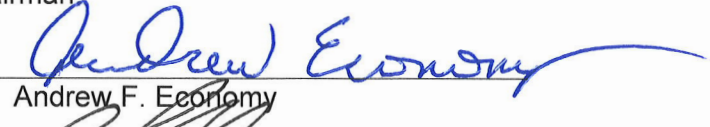
**ADOPTED**, by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-seventh day of May 2021.



\_\_\_\_\_  
Ronald L. Jedda, Chairman

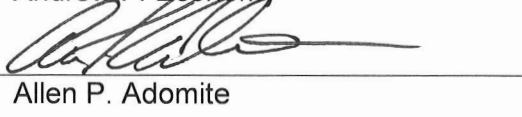


\_\_\_\_\_  
Kelly Schmidt



\_\_\_\_\_  
Andrew F. Economy

\_\_\_\_\_  
Christopher C. Guy



\_\_\_\_\_  
Allen P. Adomite

APPROVED as to Form:



\_\_\_\_\_  
Andrew K. Carruthers, Legal Counsel

## CERTIFICATE

I, Summer M. Moore, do hereby certify that I am the fully qualified and acting Secretary of the Board of Trustees of the Madison County Mass Transit District, and as such Secretary, I am the keeper of the records and files of the Madison County Mass Transit District.


I do further certify that at a duly constituted and legally convened meeting of the Board of Trustees of the Madison County Mass Transit District held on Thursday, May 27, 2021, a resolution was adopted in full accordance and conformity with the by-laws of the Madison County Mass Transit District and the statutes of the State of Illinois, as made and provided, and that the following is a full, complete, and true copy of the pertinent provisions of said Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MADISON COUNTY MASS TRANSIT DISTRICT THAT:**

1. Madison County Mass Transit District authorizes a notice of intent to award a contract be delivered to Green Edison Corporation, of Jacksonville, Illinois, in the amount of fifty-nine thousand, four hundred dollars (\$59,400.00) for the Energy Efficiency Program Lighting Improvements project.
2. Pending the receipt of required documentation from Green Edison Corporation within the time period specified in the Invitation for Bids, and the expiration of Madison County Mass Transit District's bid protest period, Madison County Mass Transit District authorizes the award of a contract and notice to proceed be delivered to Green Edison Corporation in the amount of fifty-nine thousand, four hundred dollars (\$59,400.00).
3. Madison County Mass Transit District shall increase its Assigned Fund Balance to equal the project costs.
4. Madison County Mass Transit District Capital Budget line item be increased by an amount equivalent to the project costs.
5. Ronald Jedda, Chairman, Kelly Schmidt, Vice Chairman, and/or Steven J. Morrison, Managing Director, of the Madison County Mass Transit District, are hereby and directed to take all action necessary to execute, complete, and perform all obligations associated with the contract, including any and all change orders, and to take any such further actions as are necessary and appropriate on behalf of and in a manner most beneficial to the Madison County Mass Transit District.

I further certify that the original of the complete said resolution is on file in the records of the Madison County Mass Transit District in my custody. I do further certify that the foregoing Resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my official signature as Secretary of the Madison County Mass Transit District on this twenty-seventh day of May 2021.

  
\_\_\_\_\_

# Contract Award Recommendation

**To:** Board of Trustees  
**From:** Steven J. Morrison, Managing Director  
Penny Brown, Director of Grants and Procurement  
Wyatt Brass, Grants and Procurement Assistant  
**Project:** Energy Efficiency Program Lighting Improvements No. 21-1-15700  
**Date:** May 19, 2021

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An Invitation for Bids (IFB) was issued on April 29, 2021 seeking sealed bids for the conversion of the current lighting systems to “light emitting diode” (LED) energy efficient lighting systems at the following MCT properties:

- 1) MCT Base Facility
- 2) Alton Station
- 3) Collinsville Station
- 4) Granite City Station
- 5) Wood River Station
- 6) Highland Park & Ride
- 7) Troy Park & Ride
- 8) Edwardsville Park & Ride
- 9) LeClair Junction

Two bids were received. Green Edison Corp. was identified as the apparent low bidder. Their bid is 1.3% over MCT’s cost estimate of \$58,650.00. A price analysis deemed their bid price fair and reasonable. A responsibility determination review concluded they exhibit adequate organization, qualifications and other characteristics necessary to successfully carry out the project.

Recommendation is being made for the authorization of a notice of intent to award a contract be delivered to the lowest responsive and responsible bidder, Green Edison Corp., in the amount of \$59,400.00.

Pending the receipt of required documentation from Green Edison Corp. within the time period specified in the IFB, and the expiration of MCT’s bid protest period, recommendation is being made for the award of a contract and notice to proceed be delivered to Green Edison Corp., of Jacksonville, Illinois, in the amount of \$59,400.00 for the above referenced project.

<b>Bidder</b>	<b>Bid Price*</b>
Green Edison Corp. Jacksonville, IL	\$59,400.00
Pyramid Electrical Contractors, Inc. Fairview Heights, IL	\$324,548.00

\*Bid Price means Copay. The bid price is the amount MCT will compensate the Contractor and does not include the incentive amount paid directly to the Contractor by Ameren Illinois.

Funding Source: Local

# MCT IL-111 Logistics Valley Transfer Station

**To:** MCT Board of Trustees  
**From:** SJ Morrison  
**Date:** May 27, 2021

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## **BACKGROUND:**

For more than 15 years, Madison County Transit (MCT) has provided bus service to the growing warehouse districts - Gateway Commerce Center, Lakeview Commerce Center and the recently opened Gateway Tradeport. Strategically located in the heart of the Midwest, minutes from St. Louis, along the IL-111, I-255, and I-270 corridors, this vital hub of commerce has come to be known as “Logistics Valley.”

As demand has increased, MCT has significantly improved its service, expanding operation to all 7 days, increasing the service span to nearly 24 hours a day, improving trip frequency, making routes more direct, and adding new bus routes from communities throughout Madison County. It’s become clear that with more than 10,000 full and part time employees, Logistics Valley is one of Madison County’s fastest growing and most important employment destinations.

## **SUMMARY:**

In an effort to provide the most efficient, cost effective, and user-friendly bus service for the employees of the three growing commerce centers, MCT sought grant funds to construct a passenger transfer station along the IL-111 corridor. In 2020, MCT was awarded \$4,246,000 in Rebuild Illinois funds (100% funding) to acquire the necessary property, design, and construct this transfer station for the people of Madison County and beyond.

## **FEATURES:**

Although a formal design has not been finalized, the new MCT Logistics Valley Transfer Station will be located on 4 to 6-acre site in or around Pontoon Beach. The station will feature the following:

- 8 bus bays with a covered canopy, bus loop, and passenger drop-off zone
- 2,000 square-foot station building to include the following:
  - 24-Hour climate-controlled passenger waiting area and lobby for public meetings
  - Public restrooms
  - Separated driver restrooms
  - Area for vending machines or small convenience retail
  - Mechanical / server room
- Police substation with office for law enforcement or security
- Security features and adequate LED lighting
- Landscaping, greenspace, trees, and monument sign

## **NEXT STEPS:**

- Evaluate all possible options and prioritize sites
- Appraise, negotiate and acquire property
- Finalize plan and initiate design
- Bid project and begin construction