

INTERGOVERNMENTAL AGREEMENT FOR ADA PARATRANSIT SERVICES

WHEREAS, Washington Township (hereinafter referred to as the "Township") and the City of Washington, Illinois, an Illinois home-rule municipality (hereinafter referred to as the "City"), both of Tazewell County, Illinois, desire to have Americans with Disabilities Act ("ADA") paratransit services (the "CITYLIFT program") provided for the residents of the Washington, Illinois urban area furnished by the Greater Peoria Mass Transit District (hereinafter referred to as "GPMTD"). Collectively GPMTD, the Township, and the City shall hereinafter be referred to as the Parties; and

WHEREAS, GPMTD has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide the CITYLIFT program; and

WHEREAS, pursuant to the terms of this agreement, GPMTD shall provide the CITYLIFT program to eligible Washington, Illinois urban area residents; and

WHEREAS, it is the mutual concern of the Parties hereto that the CITYLIFT program provided hereunder be of high professional quality.

NOW THEREFORE, the Parties hereto agree as follows:

1. Services detailed in this agreement (the "Agreement") shall commence on a mutually agreed upon start date.
2. The term of the Agreement may be extended by mutual, written consent of the Parties. In the event of such extension, neither the Township nor the City are obligated to provide any further monetary contribution unless approved by the Township and the City's respective corporate authorities.
3. This Agreement is terminable at-will by a party upon fourteen (14) day written notice of intent to terminate provided to the other Parties. In the event of termination, the Township and the City shall be refunded, within seven (7) days after the effective date of the termination, the remainder of funds contributed herein, if any.
4. GPMTD operates the complimentary CITYLIFT program via its third-party transportation provider, Transdev Service, Inc., a Maryland corporation (the "Provider").
5. GPMTD and the Provider shall provide the following services to the Township and the City's eligible residents:
 - (a) Transportation of the Township and the City's Washington qualified urban area residents (as defined below) residing in the ADA PARATRANSIT SERVICE AREA (the "Area"), via the CITYLIFT program. A map of the Area is attached

hereto as Exhibit A.¹ Said transportation shall include transit from a Washington qualified residents' (as defined below) designated home to his or her designated location(s) within Peoria County, Illinois, East Peoria, Illinois and the Washington, Illinois urbanized area and a subsequent return trip to his or her home.

- (b) Eligibility: Washington, Illinois residents, residing in the 61571 zip code and located within the Area and subsequent urbanized areas, between the ages of 18 and 59 years old, who have a disability or multiple disabilities are eligible for the CITYLIFT program ("Washington qualified resident").
 - (c) Application process for the CITYLIFT program: A Washington qualified resident shall obtain an application through the Township at its office at 58 Valley Forge Drive, Washington, Illinois, 61571, and on the Township's website at www.toi.org/township/tazewell-county-washington. An application can also be obtained from the City at its office at 301 Walnut St., Washington, Illinois, 61571, and on the City's website at <https://www.ci.washington.il.us/>. Applications for the CITYLIFT program must be sent to the Township for initial processing and thereafter will be forwarded to GPMTD. No additional staff shall be required to provide services for the CITYLIFT program. Washington qualified residents that desire to use the CITYLIFT program will be required to register with the Township and will be subject to regular recertification as required by the ADA or other applicable law.
 - (d) Operation: The CITYLIFT program shall be provided throughout the duration of this Agreement. Notwithstanding the foregoing, service shall not be provided on the following six (6) holidays recognized by GPMTD: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day. Furthermore, in the event of inclement weather or unforeseen conditions, GPMTD and/or its Provider shall communicate with the Township, the City, and Washington qualified residents to alter, cancel, or adjust routes and schedules as reasonably as possible.
 - i. After a Washington qualified resident has been approved to utilize the CITYLIFT program, he or she may schedule a trip by calling (309) 999-3667.
 - (e) Other information: GPMTD will comply with all the requirements of the ADA as they pertain to the delivery of the CITYLIFT program in Washington. GPMTD shall employ two separate vehicles operated by the Provider for the CITYLIFT program within the Area.
6. During the operation of the CITYLIFT program within the term of this Agreement, GPMTD shall receive all revenues collected from farebox collections.

¹ Note: The CITYLIFT program does not apply to those residents that reside within CityLink's ¾ mile "ADA buffer" as identified in Exhibit A.

7. The Township and the City shall compensate GPMTD for services described in this Agreement as follows:
- (a) If Section 5310 funding for Enhanced Mobility of Seniors & Individuals with Disabilities (“Section 5310 grant”) or any other grant opportunity becomes available, then GPMTD and the Township shall work together to reimburse the Provider for services rendered hereunder.
 - (b) GPMTD, the Township, and the City have agreed to an initial pilot program cost of \$200,000 for six (6) months of the CITYLIFT program to be rendered to Washington qualified residents. The \$200,000 program cost represents a \$100,000 Section 5310 grant, \$50,000 from the Township, and \$50,000 from the City. Payment Schedule: The Township and the City shall each contribute the \$50,000 deposits (the “deposits”) to GPMTD following the approval of the Section 5310 grant and the start of the CITYLIFT program. The City and Township have no additional financial obligations above their initial \$50,000.00 contributions. Once the Section 5310 grant is approved, the parties shall work together on establishing a mutually convenient start date for the services contemplated in this Agreement.
 - (c) The CITYLIFT program may continue beyond the initial six (6) months by mutual, written agreement of the Parties.
 - (d) The Township and the City shall each provide the deposits against which the CITYLIFT program services for Washington qualified residents will be billed. Said services will also be billed against the Section 5310 grant funds, if approved. Prior to the receipt of the deposits, GPMTD shall open a separate account/fund for the deposits to be contributed into. If approved, the Section 5310 grant funds shall also be deposited into said account/fund. GPMTD shall keep such deposits and the Section 5310 grant funds separate from GPMTD’s general operating funds, as the deposits and the Section 5310 grant funds contributed shall only be utilized for the CITYLIFT program services rendered to Washington qualified residents within the Area. If the Township or the City fails to provide the deposits, the other municipality shall not be responsible to pay for the deposit that was not contributed. In such event, any party hereto may terminate this Agreement pursuant to Section 3 herein.
 - (e) Notwithstanding anything herein to the contrary, the initial six (6) month period and the services to be rendered hereunder shall not begin unless and until the Section 5310 grant funds are received.
 - (f) If the Section 5310 grant is not approved, the Township and the City are not required to submit their \$50,000 deposits and this Agreement shall terminate immediately.
8. The Provider shall, for the period of this contract and any extension, carry and maintain in full force and effect insurance as required by the Illinois Department of Transportation

("IDOT"). GPMTD certifies that the Provider has the necessary insurance as required by IDOT, Illinois law, and federal law. GPMTD agrees that all applicable insurance policies shall name the Township and the City as additional insured parties and shall provide copies of the certificate(s) of insurance as evidence of same.

9. The City's Obligations/Responsibilities: The City's obligations hereunder are limited to the contribution of the \$50,000 and in providing applications to the Township for processing. Otherwise, the City shall have no responsibility as to the management, operation, or implementation of the CITYLIFT program to Washington qualified residents.
10. The Township's Obligations/Responsibilities: The Township's obligations hereunder are limited to the contribution of the \$50,000 and in providing applications to GPMTD's CityLink after receiving and initially processing applications at the Township. Otherwise, the Township shall have no responsibility as to the management, operation, or implementation of the CITYLIFT program to Washington qualified residents.
11. Release/Waiver Form: Any release and waiver form required to be reviewed and executed by Washington qualified residents utilizing the CITYLIFT program shall absolve the Township and the City of any liability.
12. GPMTD shall develop, maintain, and make information and reports available to the Township and the City monthly. Such information and reports shall include the number of users of the CITYLIFT program, monthly accounting statements, and any other information deemed necessary by the Township or the City to analyze the appropriate use of the deposits and the potential continuation of the CITYLIFT program after the expiration of the initial six (6) month period.
13. The Township and GPMTD's Program Compliance Oversight Manager will work directly together to handle overall operations of this Agreement, as related to the CITYLIFT program.
14. The Provider will communicate accidents and incidents to all Parties hereto involving the services rendered under the CITYLIFT program.
15. Appropriate GPMTD staff and the Provider are required to take drug and alcohol testing in accordance with federal regulations, 49 C.F.R. Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and 49 C.F.R. Part 655, as amended (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations).
16. This Agreement may be amended by mutual written consent of the Parties. This Agreement and any addenda constitute the entire agreement between GPMTD, the Township, and the City. If any provision of this Agreement is in conflict with the laws of the State of Illinois or the United States of America, said provision shall be considered invalid and the remaining provisions shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) set forth below their signatures.

Greater Peoria Mass Transit District

Signature: _____
Title: _____
Name: _____
Date: _____

Washington Township, Illinois

Signature: _____
Title: _____
Name: _____
Date: _____

**The City of Washington, an Illinois
home-rule municipality**

**Attest: _____
Jewel Ward, Township Clerk**

Signature: _____
Title: Mayor
Name: Gary W. Manier
Date: _____

**Attest: _____
Valeri L. Brod, the City Clerk**

EXHIBIT A

ADA PARATRANSIT SERVICE AREA