

#23-67

Purchase of Service Contract
Contract for Transportation Services
Between MSW Projects of Henry, Illinois, OPERATOR, and the
Marshall County, Illinois, GRANTEE, Administrator of the
5311 Grant Transportation System

WHEREAS, "OPERATOR" has an interest in the provision of transportation services to the general public in Marshall and Stark Counties, WHEREAS, the GRANTEE is the Marshall County Board has been officially designated by the County as the rural "TRANSIT" system Administrator of the Transportation System, NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose

1. The purpose of this contract is to arrange for public "TRANSIT" services under the support of the designated public "TRANSIT" system.
 - a. Funding for the "TRANSIT" System was awarded to the County from the Illinois Department of Transportation, Office of Intermodal Public Implementation. (IDOT-OIPI).
 - b. IDOT is the pass-through-entity that Administers federal funding from the U.S. Department of Transportation, Federal Transportation Administration in Illinois. Funding for "TRANSIT" is awarded from the 5311 program (\$91,667 / OP-23-27-FED). IDOT awards and administers the Downstate Operating Assistance Program, DOAP, (\$235,700/ OP-23-27-IL).
 - c. The expected SFY 2024 reimbursement for public transportation services provided by MSW Projects of Henry, Illinois on behalf of "TRANSIT" is \$326,667 with an expected local match amount from Central Illinois Agency on Aging (CIAA) of \$38,500 annually.
 - d. As a subrecipient of these State and Federal funds, MSW Projects of Henry, Illinois (FEIN 37-1238318) agrees to abide by the Grant Requirements including but not limited to all Federal Transit Administration Third-Party Clauses and Certifications and Assurances of the Federal Transit Administration in addition to 2 CFR Part 200 Uniform Administration Requirements.
 - e. Furthermore, as part of this agreement MSW Projects of Henry, Illinois agrees to make their records related to public transportation ("TRANSIT") available to Marshall County's auditor.

B. Time Frame

1. The contract period shall begin on **July 1, 2023 and continue through June 30, 2026.**
Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

C. Description of Services

1. All "TRANSIT" services will be provided in vehicles open to the public without discrimination and no denial of service without documentation and cause, will be done without "TRANSIT" Director Approval or Transportation Manager in his/her absence.
2. This service shall be provided Monday-Friday from 8:00am to 4:00pm. The service hours determine the time the first passenger may be scheduled for a pick-up time and the latest drop off time, meaning transit staff employed by MSW Projects of Henry, Illinois may begin their shift prior to service hours and complete their shift after service hours, except on the following holidays:
 - * New Years Day
 - * Good Friday
 - * Memorial Day
 - * Independence Day
 - * Labor Day
 - * Thanksgiving
 - * Day after Thanksgiving
 - * Christmas Eve
 - * Christmas DayIf the holiday falls on Saturday, the holiday will be observed on the previous Friday. If a holiday falls on a Sunday, the holiday will be observed on the following Monday.
3. Service shall be daily demand-responsive transportation, plus a regularly scheduled van with predetermined destinations to surrounding cities.
4. MSW Projects of Henry, Illinois will perform the design and scheduling of "TRANSIT" services to meet the needs of the service area.

D. Compensation

1. Fully allocated operating costs for services under this contract will be total reimbursement of allowable expenditures based partial operational expenses reimbursed by 5311 funding and the remaining expenses reimbursed by Downstate Operating Assistance Program (DOAP), minus project income. After the 5311 contractual amount awarded for "TRANSIT" has been exhausted, any additional expenses will be paid out of DOAP. After all grant money is expended, MSW Projects of Henry, Illinois will use local match funding to cover the remaining expenses.
2. All passenger revenue (project income) shall be applied to the costs of transportation services prior to application of federal "TRANSIT" funding and shall be considered to have expanded level of service compared to what would be available without such resources.

E. Reporting

1. The end of each month, MSW Projects of Henry, Illinois shall furnish the following information (IDOT Monthly Budget Summary) concerning public transportation services that were provided during the preceding month. This information shall be submitted to Marshall County PCOM by the 10th business day of the following month.

a. The information requested is:

- * Expenses
- * Revenues
- * Total Ridership
- * Total public service miles

*This information is mandated by the Illinois Department of Transportation and County for compliance with reporting and proper reimbursement for services.

2. The following items shall be reported to Marshall County on an on-going basis:

- * Accidents involving vehicles owned by Marshall County or vehicles being used for public transportation services. Drivers may have to perform a Drug Test within 2 hours of the accident if MSW Projects of Henry, Illinois Director deems necessary per Federal Law.
- * Incidents involving passengers carried under this contract.
- * Cancellations or significant delays in services provided under this contract.
- * Complaints made that are subject to the American with Disabilities Act (ADA) as well as Title VI complaints.

3. The following items shall be reported to Marshall County on an annual basis:

- * MSW Projects of Henry, Illinois audit

4. Provider Responsibilities

- a. OPERATOR shall serve as an independent contractor.
- b. OPERATOR shall maintain accounting/financial records for (7 years) all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled if necessary.
- c. OPERATOR shall provide Marshall County, a monthly statement for services rendered in the state fiscal year, including a report of units of service provided, mileage and revenues credited, if any, toward the service from passengers and other sources.
- d. OPERATOR shall permit inspection of its vehicles, services, books, and records by agencies providing funding to "TRANSIT" upon the request of Marshall County or its designee.
- e. OPERATOR shall notify Marshall County of any incidents relating to passengers serviced under this contract.
- f. OPERATOR shall comply with all applicable local, state, and federal laws, including, but not limited to, FTA Third Party Clauses as described in Appendix A, traffic laws, motor vehicles equipment laws, confidentiality laws and freedom of information laws.

- g. OPERATOR shall establish a drug and alcohol testing program conforming to the rules for the Federal Transportation Administration.
- h. OPERATOR shall establish a Title VI Program.

F. Vehicle Responsibilities

- 1. Responsibility for maintaining vehicles supplied for provision of service under this contract shall be conducted by MSW Projects of Henry, Illinois and monitored by the County. Vehicles are to be kept in safe and presentable condition and meet all manufacture, "TRANSIT" policy and procedures and IDOT regulations for preventative maintenance.
- 2. Vehicles used for provision of "TRANSIT" services under this contract shall be insured for general public transportation services to the levels described below by MSW Projects of Henry, Illinois which shall provide to the County Board, Administrator for a certificate of insurance documenting this coverage and the fact that Marshall County is named as an insured. Such insurance shall not be cancelled without at least 30 days written notice to the County Board.
- 3. All services funded under this contract, and all uses of vehicles provided by "TRANSIT" shall be insured with the following coverage:
 - a. Commercial Auto Liability – combined single limit of \$2,000,000
 - b. Uninsured and Underinsured motorist - \$2,000,000
 - c. County must be added as an additional Insured to the Providers Policy.

G. Operations Responsibility

- 1. Drivers for all "TRANSIT" services provided under this contract shall be employed by MSW Projects of Henry, Illinois
- 2. All drivers must be trained as described in the "TRANSIT" driver training program. Training of operational personnel shall be provided by MSW Projects of Henry, Illinois consisting of training components required by IDOT. MSW Projects of Henry, Illinois reserves the right to hold specialized training in which all Drivers must attend upon administrative request.

H. Grantee Responsibilities

- 1. County shall provide operational subsidies for public "TRANSIT" services under the terms identified in this contract.
- 2. County shall submit payment request to IDOT for grant reimbursement monthly using the reports supplied by MSW Projects of Henry, Illinois.
- 3. County shall establish and implement an oversight program in which the PCOM will conduct compliance oversight.

I. Amendments

- 1. Any changes to this contract must be in writing and mutually agreed upon by MSW Projects of Henry, Illinois and Marshall County. Changes may also require concurrence of the Illinois Department of Transportation, Office of Intermodal Project Implementation.

J. Termination

1. Any changes to this contract must be made in writing and mutually agreed upon by MSW Projects of Henry, Illinois and Marshall County. Changes may also require concurrence of the Illinois Department of Transportation, Office of Intermodal Project Implementation.

K. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
2. MSW Projects of Henry, Illinois shall accept all risk and indemnify and hold Marshall County harmless for all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage of property or to injury or death of any person arising out of the acts or omissions of MSW Projects of Henry, Illinois or its employees or agents.

L. Entire Agreement

1. This contract contains the entire agreement between MSW Projects of Henry, Illinois and Marshall County. There are no other agreements or understandings, written or verbal.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC "TRANSIT".

EXECUTED DAY 13th OF JULY 2023

APPROVAL

Traci Dowell

Traci Dowell, MSW Projects of Henry, Illinois Executive Director

Gary Kroeschen

Gary Kroeschen, Marshall County Board Chairman