I. Pledge of Allegiance.

II. Call to Order: Roll Call.

III. Consideration of the Minutes of the March 28, 2013 Regular Meeting for inclusion in the official records of the District.  

IV. Public Comments.

V. Financial:
   A. Payments and Claims: Consideration of the March 2013 claims for payment.  

VI. Transit Service:
   A. Managing Director's Report: Jerry J. Kane.
   B. Resolution 13-39 Authorizing the adoption of MCT's Title VI Major Service Change Policy, Title VI Fare Change Policy, Title VI Disparate Impact Policy, and Title VI Disproportionate Burden Policy.
   C. Resolution 13-40 Authorizing an amendment to the Agreement for services between the Agency for Community Transit, Inc., and the Madison County Mass Transit District, Appendix C - Rideshare.
   D. Resolution 13-41 Authorizing the execution of an agreement with The Jerry Costello Group, LLC.

VII. Other Business:

VIII. Executive Session to Discuss the Acquisition, and/or Sale or Lease of Property, and/or Security, and/or Litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c) 8, and 2(c)11 of the Open Meetings Act).

IX. Adjournment.
MINUTES
Board of Trustees Meeting
Madison County Mass Transit District
9:30 a.m., Thursday, March 28, 2013
One Transit Way, Granite City, Illinois

I. Pledge of Allegiance
Chairman Corbett led the reciting of the Pledge of Allegiance.

II. Call to Order: Roll Call
MEMBERS PRESENT: Daniel Corbett, J. Terry Allan, Rose Marie Chadwick, Edward Hagnauer, and Bruce Malone

OTHERS PRESENT: Jerry Kane, Managing Director; John Papa, Legal Counsel; Mary Ruth Kettenbach, ACT; and Erin Werner, ACT

III. Consideration of the Minutes of February 28, 2013
TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE CHADWICK, TO APPROVE THE MINUTES OF THE FEBRUARY 28, 2013, REGULAR MEETING FOR INCLUSION IN THE OFFICIAL RECORDS OF THE DISTRICT.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED

IV. Public Comments
No public comments were presented.

V. Financial
A. Payments and Claims: Consideration of the February 2013 claims for payment:
Managing Director Jerry Kane submitted the payments and claims.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO APPROVE THE PAYMENTS AND CLAIMS FOR FEBRUARY 2013, EXCLUDING THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED
TRUSTEE MALONE MADE THE MOTION, SECONDED BY TRUSTEE ALLAN, TO APPROVE THE PAYMENTS AND CLAIMS TO GRANITE CITY TOWNSHIP FOR FEBRUARY 2013.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER ABSTAIN
BRUCE MALONE AYE

ALL AYES. NO NAYS. TRUSTEE HAGNAUER ABSTAINED. MOTION CARRIED.


A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN AYE
ROSE MARIE CHADWICK AYE
DANIEL CORBETT AYE
EDWARD HAGNAUER AYE
BRUCE MALONE AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VI. Transit Service

A. Managing Director's Report: Jerry Kane presented the report.

B. TRUSTEE MALONE MADE AN OMNIBUS MOTION, SECONDED BY TRUSTEE CHADWICK TO APPROVE THE FOLLOWING RESOLUTIONS AND THE REVISIONS TO RESOLUTION 13-38, AS RECOMMENDED BY DISTRICT LEGAL COUNSEL.

13-29 AUTHORIZING THE AWARD OF CONTRACT FOR A DUMP TRUCK AND EQUIPMENT

13-30 AUTHORIZING THE AWARD OF CONTRACT FOR DESKTOP COMPUTERS AND MONITORS

13-31 AUTHORIZING THE AWARD OF CONTRACT FOR 2 MULTIFUNCTIONAL COPIERS

13-32 AUTHORIZING THE DISPOSAL OF FEDERALLY FUNDED LIGHT DUTY BUSES


13-38 AUTHORIZING THE EXPLORATION OF AN AGREEMENT WITH THE JERRY COSTELLO GROUP, LLC
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

VII. Other Business

No items were presented.

VIII. Executive Session to Discuss the Acquisition, and/or Sale or Lease of Property, and/or Security, and/or Litigation (5ILCS 120/2 et. seq., 2(c)5, 2(c)6, 2(c)8, and 2(c)11 of the Open Meetings Act).

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO MOVE INTO EXECUTIVE SESSION TO DISCUSS THE ACQUISITION, AND/OR SALE OR LEASE OF PROPERTY, AND/OR SECURITY, AND/OR LITIGATION (5ILCS 120/2 ETSEQ., 2(C)5, 2(C)6, 2(C)8, AND 2(C)11 OF THE OPEN MEETINGS ACT).

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

TRUSTEE HAGNAUER MADE THE MOTION, SECONDED BY TRUSTEE MALONE TO RETURN TO OPEN SESSION.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN    AYE
ROSE MARIE CHADWICK    AYE
DANIEL CORBETT    AYE
EDWARD HAGNAUER    AYE
BRUCE MALONE    AYE

ALL AYES. NO NAYS. MOTION CARRIED.

IX. TRUSTEE MALONE MADE AN OMNIBUS MOTION, SECONDED BY TRUSTEE CHADWICK TO APPROVE THE FOLLOWING RESOLUTIONS:

13-34 AUTHORIZING THE ACQUISITION OF PROPERTY, INCLUDING THE USE OF THE POWER OF EMINENT DOMAIN

13-35 AUTHORIZING THE ACQUISITION OF PROPERTY, INCLUDING THE USE OF THE POWER OF EMINENT DOMAIN

13-36 AUTHORIZING THE ACQUISITION OF PROPERTY, INCLUDING THE USE OF THE POWER OF EMINENT DOMAIN
A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

X. TRUSTEE CHADWICK MADE THE MOTION, SECONDED BY TRUSTEE HAGNAUER, TO APPROVE THE FOLLOWING RESOLUTION:

13-37  AUTHORIZING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

XI. Adjournment

TRUSTEE ALLAN MADE THE MOTION, SECONDED BY TRUSTEE MALONE, TO ADJOURN.

A ROLL CALL VOTE FOLLOWED:

J. TERRY ALLAN  AYE
ROSE MARIE CHADWICK  AYE
DANIEL CORBETT  AYE
EDWARD HAGNAUER  AYE
BRUCE MALONE  AYE

ALL AYES. NO NAYS. MOTION CARRIED.

Meeting adjourned at 10:43 a.m.

Respectfully submitted:

Erin Werner
Title VI Service and Fare Equity Briefing Paper

To: Board of Trustees

From: Jerry Kane, Managing Director
       SJ Morrison, Director of Marketing and Planning

Subject: Major Service Change, Fare Change, Disparate Impact and Disproportionate Burden

Date: April 16, 2013

BACKGROUND:
In accordance with new guidelines set forth by the Federal Transit Administration (FTA), all transit providers with 50 or more fixed route vehicles operating peak service in an Urbanized Area of 200,000 or more, who receive federal funds, must evaluate the impacts of proposed service and fare changes on minority and low income populations.

As described in the new Title VI Circular, 49 CFR Section 21 and FTA Circular 4702.1B, amended on October 12, 2012, transit districts must establish Major Service Change and Fare Change Policies which define thresholds for determining Major Service Changes and whether potential changes to existing services or fares will have a “Disparate Impact” based on race, color, or national origin, or whether potential service changes will bear a “Disproportionate Burden” on low-income populations.

The new Title VI Circular also requires that the public be engaged in this process and that the MCT Board of Trustees considers and approves policies before they are enacted.

PUBLIC ENGAGEMENT:
To engage the public on its proposed Major Service Change and Disparate Impact Policies, Madison County Transit (MCT) hosted a series of open house-style information sessions to gather feedback and answer questions regarding the policy. Dates, times and locations of the meetings are listed below:

- MCT Alton Station Thursday, April 11, 2013 3:00 p.m. – 4:00 p.m.
- MCT Granite City Station Friday, April 12, 2013 10:00 a.m. – 11:00 a.m.
- MCT Wood River Station Friday, April 12, 2013 3:00 p.m. – 4:00 p.m.
- MCT Collinsville Station Monday, April 15, 2013 10:00 a.m. – 11:00 a.m.
- MCT Edwardsville Station Monday, April 15, 2013 3:00 p.m. – 4:00 p.m.

Although individuals were present at the transfer stations during the public meetings, and several read through the proposed policies, none of the individuals made any comments regarding the draft policies.

RECOMMENDATION:
MCT staff recommends that the following draft policies be presented to the MCT Board of Trustees for their consideration and approval at their regular meeting on Thursday, April 25, 2013.

- Title VI Major Service Change Policy
- Title VI Fare Change Policy
- Title VI Disparate Impact Policy
- Title VI Disproportionate Burden Policy
RESOLUTION 13-39

AUTHORIZING THE ADOPTION OF
MADISON COUNTY MASS TRANSIT DISTRICT'S
TITLE VI MAJOR SERVICE CHANGE POLICY, TITLE VI FARE CHANGE
POLICY, TITLE VI DISPARATE IMPACT POLICY, AND TITLE VI
DISPROPORTIONATE BURDEN POLICY

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

WHEREAS, in accordance with the guidelines set forth by the Federal Transit Administration (FTA), (Title VI of the Civil Rights Act 1964, 49 CFR Section 21 and FTA Circular 4702.1B), amended on October 12, 2012) all transit providers (with 50 or more fixed route vehicles operating peak service in an Urbanized Area of 200,000 or more) who receive federal funds, must evaluate the impacts of proposed service and fare changes on minority and low income populations; and,

WHEREAS, these transit providers must establish policies that define thresholds for major service changes and fare changes and must characterize how those changes may create a “disparate impact” on minority populations and “disproportionate burden” on low income populations, and;

WHEREAS, in an effort to engage the public and solicit comments from passengers and community members regarding the draft policies, the District published legal notices in three newspapers of general circulation and held five public meetings at transit centers: Thursday, April 11, 2013, at Alton Station, Friday April 12, 2013, at Granite City Station and Wood River Station and Monday, April 15, 2013, at Collinsville Station and Edwardsville Station.

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

1. The Madison County Mass Transit District authorizes the adoption of the attached Title VI Major Service Change Policy, the Title VI Fare Change Policy, the Title VI Disparate Impact Policy and the Title VI Disproportionate Burden Policy.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute, complete, administer, and perform all obligations associated with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all 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-fifth day of April 2013.

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagnauer

Rose Marie Chadwick
Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
Madison County Transit (MCT)
Title VI Major Service Change & Fare Change Policy: April 2013

In accordance with the guidelines set forth by the Federal Transit Administration (FTA), all transit providers who receive federal funds must evaluate the impacts of proposed service and fare changes on minority and low income populations. The Madison County Mass Transit District (MCT) proposes to establish the policies below in compliance with applicable federal requirements (Title VI of the Civil Rights Act 1964, 49 CFR Section 21 and FTA Circular 4702.1B), amended on October 12, 2012.

The purpose of the Title VI Service & Fare Equity Analysis is to define thresholds for determining Major Service Changes and whether potential changes to existing services or fares will have a “Disparate Impact” based on race, color, or national origin, or whether potential service changes will bear a “Disproportionate Burden” on low-income populations.

A). Title VI Major Service Change Policy:

If a proposed change is characterized as a “Major Service Change” a “Service Equity Analysis” must be performed to determine the impacts on both minority and low income populations. MCT defines a “Major Service Change” as any change that meets one or more of the following criteria:

1.) Elimination of a bus route.
2.) Addition or reduction of 25% or more of the total annual service hours or miles operated on a route.
3.) Addition or reduction of 25% or more of the coverage of existing street miles of a route due to proposed realignment or discontinuation.
4.) Addition or reduction that impacts 25% or more of the total daily ridership on the route.

Emergency or temporary changes caused by street or bridge closure, public disaster, severe weather, floods, or governmental order may be implemented without triggering a Service Equity Analysis.

B). Title VI Fare Change Policy:

Any increase or decrease of MCT’s fares, which has been initiated by MCT, will be characterized as a “Fare Change” and will trigger a “Service Equity Analysis.”

C). Title VI Disparate Impact Policy:

A Major Service Change or Fare Change may be characterized as having a “Disparate Impact” on a minority population if the percentage of minority passengers on an affected route is greater than the percentage of minority passengers in the overall fixed-route system. To determine if there is a disparate impact, the following steps will be taken:

- Determine what percentage of the affected ridership is characterized as a minority.
- Determine what percentage of the overall system ridership is characterized as a minority.
- Compare the ridership on an affected route with the ridership of the entire system. (Example: If the ridership on the affected route is 60% minority and the system ridership is 40% minority, there may be a Disparate Impact.)
- Compare the proportion of persons in the protected class who are adversely affected with the proportion of persons not in the protected class who are adversely affected.
Adverse Effects: If the proportion of persons in the protected class is 20% higher than the proportion of persons in the non-protected class, there may be Adverse Effects and a Disparate Impact. In the case of a Disparate Impact, MCT will consider modifying its proposal to avoid or minimize the impact.

D). Title VI Disproportionate Burden Policy:

A Major Service Change or Fare Change may be characterized as having a “Disproportionate Burden” on a low-income population if the percentage of low-income passengers on an affected route is greater than the percentage of low-income passengers in the overall fixed-route system. A “low-income population” is defined by the State of Illinois' Department of Aging's low-income threshold for the “Benefits Access Program.” The State of Illinois changes the income threshold periodically, and MCT will modify the low-income definition accordingly. To determine if there is a disproportionate burden, the following steps will be taken:

- Determine what percentage of the affected ridership is characterized as low-income.
- Determine what percentage of the overall system ridership is characterized as low-income.
- Compare the ridership on an affected route with the ridership of the entire system. (Example: If the ridership on the affected route is 60% low-income and the system ridership is 40% low-income, there may be a disproportionate burden.)
- Compare the proportion of persons in the protected class who are adversely affected with the proportion of persons not in the protected class who are adversely affected.

Adverse Effects: If the proportion of persons in the protected class is 20% higher than the proportion of persons in the non-protected class, there may be Adverse Effects and a Disproportionate Burden. If a Disproportionate Burden is discovered, MCT will consider modifying its proposal to avoid or minimize the impact.

E). Data Analysis:

MCT will utilize ridership information, survey responses and/or US Census data to determine if a Major Service Change or Fare Change will have a Disparate Impact or Disproportionate Burden.

F). Public Engagement:

To engage the public on its proposed Major Service Change, Fare Change, Disparate Impact and Disproportionate Burden Policies, Madison County Transit (MCT) hosted a series of open house-style information sessions to gather feedback and answer questions regarding the policy. Dates, times and locations of the meetings are listed below:

- MCT Alton Station Thursday, April 11, 2013 3:00 p.m. – 4:00 p.m.
- MCT Granite City Station Friday, April 12, 2013 10:00 a.m. – 11:00 a.m.
- MCT Wood River Station Friday, April 12, 2013 3:00 p.m. – 4:00 p.m.
- MCT Collinsville Station Monday, April 15, 2013 10:00 a.m. – 11:00 a.m.
- MCT Edwardsville Station Monday, April 15, 2013 3:00 p.m. – 4:00 p.m.
CERTIFICATE

I, Erin Werner, 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, April 25, 2013, 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. The Madison County Mass Transit District authorizes the adoption of the attached Title VI Major Service Change Policy, the Title VI Fare Change Policy, the Title VI Disparate Impact Policy and the Title VI Disproportionate Burden Policy.

2. Daniel L. Corbett, Chairman, J. Terry Allan, Vice Chairman, and/or Jerry J. Kane, Managing Director, of the Madison County Mass Transit District, are hereby authorized to execute, complete, administer, and perform all obligations associated with the aforesaid actions, and to take any and all such further actions as are necessary and appropriate, including any and all 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-fifth day of April 2013.

[Signature]

Erin Werner
EXECUTIVE SUMMARY

Federal employers offer employees a non-taxable subsidy called the Transit Benefit Program to encourage them to use public transportation for their workday commute. Nearly 25 percent of RideFinders 800 vanpool riders receive the Transit Benefit Program in the form of paper vouchers that function like checks. Beginning in June 2013, the Federal government will replace these vouchers with the TRANServe Debit Card, a Visa-branded electronic fare media card designed to deter waste, fraud, and abuse and promote “green” government. While the implementation of the TRANServe Debit Card will require RideFinders Vanpool Program to completely restructure its billing to accept these cards, this restructuring will also provide benefits to the vanpool program and its participants.

BILLING RESTRUCTURING

The most significant change of the restructuring of the RideFinders Vanpool Program billing will be invoicing the riders in the current month for their vanpool’s next month’s service, instead of invoicing the vanpool in the current month for its current month’s lease and prior month’s actual fuel costs as is done currently. In order to invoice riders in advance of their vanpools’ next month’s service, RideFinders will switch to a consistent, all-inclusive monthly vanpool fare structure for riders based on commute mileage and ridership to ensure 100% recovery of total monthly vanpool operating costs. Finally, RideFinders must implement an online payment system in order to accurately and conveniently accept the large number of TRANServe Debit Card and other debit/credit card payments it will start receiving.

RESTRUCTURING BENEFITS

Although implementing the RideFinders Vanpool Program billing restructuring will take significant effort, there will be long-term benefits for the program and participants. Currently, payment collection is one of the main reasons participants cite as not becoming a primary driver – a major challenge to retaining vanpools – so removing the primary driver from payment collection may encourage more participants to become a primary driver. Riders will benefit from a predictable monthly vanpool fare they will be able to budget and make payments for using the TRANServe Debit Card and other methods. Finally, the online payment system will provide all riders the more convenient option for paying their monthly fares that they overwhelmingly requested in RideFinders vanpool survey conducted at the end of 2012.

The TRANServe Debit card implantation will begin in June, 2013, but all federal employers will have until the end of September, coinciding with the end of federal fiscal year 2013, to comply. The card fees will be subtracted from the payment, but the federal program allows vanpool operators to recover all cost associated with the implantation and on-going operation of the program.
RESOLUTION 13-40

AUTHORIZING AN AMENDMENT TO
THE AGREEMENT FOR SERVICES BETWEEN
THE AGENCY FOR COMMUNITY TRANSIT INC., AND THE
MADISON COUNTY MASS TRANSIT DISTRICT,
APPENDIX C - RIDESHARE

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.); and,

WHEREAS, the District, through its operator, the Agency for Community Transit, Inc., (Agency) operates the St. Louis regional rideshare program, known as RideFinders, pursuant to the Agreement for Services between the Agency and the District, dated June 7, 2005; and,

WHEREAS, one of the RideFinders services offered to the region's residents is the Vanpool program, the provision of a van for groups of commuters who have similar work times and work destinations; and,

WHEREAS, approximately 25% of the RideFinders Vanpool program commuters are federal employees who will be required to utilize a new payment system, known as the TRANServe Debit Card, scheduled to occur in June 2013; and,

WHEREAS, the implementation will necessitate a fleet-wide modification in the timing of the vanpool billing, multiplying the number of commuter accounts, setting up a new web-based payment system, and developing a new methodology to recover transaction fees; and,

WHEREAS, it is recommended that the Agreement for Services, Appendix C – Rideshare, between the District and the Agency be amended to facilitate the implementation of the changes in a timely manner in order to meet the deadline imposed by the requirements of the new federal payment system.

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

1. Appendix C, Rideshare, of the Agreement for Services between the Agency for Community Transit, Inc., and the Madison County Mass Transit District, is hereby amended as attached.

ADOPTED by the Board of Trustees of the Madison County Mass Transit District, Madison County, Illinois, on this twenty-fifth day of April 2013.

Daniel L. Corbett, Chairman

J. Terry Allan
Edward A. Hagnauer

Roes Marie Chadwick
Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
APPENDIX C

RIDESHARE

During the term of this agreement, the AGENCY will provide the administration and management of the St. Louis Regional Rideshare Program, currently known as RideFinders. The RideFinders' mission is to: "Promote ridesharing through employer and employee education incentives and technology; to promote carpooling, vanpooling, public transit and other innovative modes of travel which help to reduce the congestion and pollution created by commuters driving alone." RideFinders is primarily a marketing and outreach program to encourage ridesharing thereby reducing pollution caused by single occupant vehicles. RideFinders' services are available to all employers in the Illinois Counties of Jersey, Madison, Monroe and St. Clair, the Missouri Counties of Franklin, Jefferson, St. Charles and St. Louis, and the City of St. Louis.

The DISTRICT maintains funding agreements with the Missouri Department of Transportation and the Illinois Department of Transportation to fully fund this worthwhile regional program. In the event that its funding may cease, it is the responsibility of the DISTRICT to provide the AGENCY with written notification to suspend the RideFinders activities on behalf of the DISTRICT. In such case, the AGENCY will have 90 days to cease such operation, and the DISTRICT shall reimburse the AGENCY for its cost associated with the termination of the program. Unless otherwise agreed between the parties, the DISTRICT will reimburse the AGENCY for all of its cost associated with this program for the term of this agreement.

From time to time, the DISTRICT may have supplemental agreements with the AGENCY to implement ridesharing services for the region. In the case of conflicting language between this agreement and the supplemental agreements, this agreement shall govern.

The AGENCY shall be responsible for the program management, administrative staffing, match list processing and database management, regional coordination, project performance monitoring and reporting functions.

The AGENCY shall be responsible to provide the management, staffing, coordination, and maintenance to implement and continue the RideFinders Vanpool program. The Agency shall be solely responsible for setting operational policy consistent with federal guidelines, setting and collecting vanpool fares, fines, fees, arising out of the operation of the RideFinders Vanpool program. All such fare revenue received by the Agency shall be credited to the District.

The DISTRICT, through the use of federal and state grants, may purchase the vehicles to be utilized within the Vanpool program. All such vehicles purchased by DISTRICT will be titled to the DISTRICT and the AGENCY will not have any direct interest in the ownership of such vehicles.

The DISTRICT will continue to provide oversight of the RideFinders Program to ensure its effective implementation.
CERTIFICATE

I, Erin Werner, 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, April 25, 2013, 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. Appendix C, Rideshare, of the Agreement for Services between the Agency for Community Transit, Inc., and the Madison County Mass Transit District, is hereby amended as attached.

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-fifth day of April 2013.

Erin Werner
APPENDIX C

RIDESHARE

During the term of this agreement, the AGENCY will provide the administration and management of the St. Louis Regional Rideshare Program, currently known as RideFinders. The RideFinders' mission is to: "Promote ridesharing through employer and employee education incentives and technology; to promote carpooling, vanpooling, public transit and other innovative modes of travel which help to reduce the congestion and pollution created by commuters driving alone." RideFinders is primarily a marketing and outreach program to encourage ridesharing thereby reducing pollution caused by single occupant vehicles. RideFinders' services are available to all employers in the Illinois Counties of Jersey, Madison, Monroe and St. Clair, the Missouri Counties of Franklin, Jefferson, St. Charles and St. Louis, and the City of St. Louis.

The DISTRICT maintains funding agreements with the Missouri Department of Transportation and the Illinois Department of Transportation to fully fund this worthwhile regional program. In the event that its funding may cease, it is the responsibility of the DISTRICT to provide the AGENCY with written notification to suspend the RideFinders activities on behalf of the DISTRICT. In such case, the AGENCY will have 90 days to cease such operation, and the DISTRICT shall reimburse the AGENCY for its cost associated with the termination of the program. Unless otherwise agreed between the parties, the DISTRICT will reimburse the AGENCY for all of its cost associated with this program for the term of this agreement.

From time to time, the DISTRICT may have supplemental agreements with the AGENCY to implement ridesharing services for the region. In the event of conflicting language between this agreement and the supplemental agreements, this agreement shall govern.

The AGENCY shall be responsible for the program management, administrative staffing, match list processing and database management, regional coordination, project performance monitoring and reporting functions.

The AGENCY shall be responsible to provide the management, staffing, coordination, and maintenance to implement and continue the RideFinders Vanpool program. The AGENCY shall be solely responsible for setting operational policy consistent with federal guidelines, setting and collecting vanpool fares, fines, fees, arising out of the operation of the RideFinders Vanpool program. All such fare revenue received by the AGENCY shall be credited to the District.

The DISTRICT, through the use of federal and state grants, may purchase the vehicles to be utilized within the Vanpool program. All such vehicles purchased by DISTRICT will be titled to the DISTRICT and the AGENCY will not have any direct interest in the ownership of such vehicles.

The DISTRICT will continue to provide oversight of the RideFinders Program to ensure its effective implementation.
Agreement for Services

This Agreement entered into by and between the AGENCY FOR COMMUNITY TRANSIT, INC., Madison County, Illinois, a not-for-profit corporation (hereinafter referred to as the "AGENCY") and the MADISON COUNTY MASS TRANSIT DISTRICT, Madison County, Illinois (hereinafter referred to as the "DISTRICT"):

WITNESSETH THAT:

WHEREAS, the DISTRICT is charged with the responsibility to provide for the operation of mass transit as a public service for the residents of Madison County; and

WHEREAS, the geographic, demographic and socioeconomic characteristics of Madison County require the operation of an integrated network of transit and paratransit services for the provision of efficient and effective mass transit in Madison County; and

WHEREAS, the DISTRICT supported the formation of the AGENCY in 1984 and contracted with the AGENCY to provide needed specialized paratransit services for the residents of Madison County; and,

WHEREAS, the AGENCY has provided transit and paratransit services in an exemplary manner contributing to the welfare of the residents of the DISTRICT and the vitality of the county; and,

WHEREAS, the DISTRICT increased the role of the AGENCY to provide all its transit services, administrative and management services, and

WHEREAS, the DISTRICT has engaged the services of the AGENCY for over twenty years and the relationship has proven to be beneficial for the residents of the DISTRICT, and

WHEREAS, under AGENCY's management, the DISTRICT's services have greatly expanded to include: a hub and spoke network of fixed-route public buses, the operation of the St. Louis region's rideshare program known as RideFinders, and the development of a system of interconnecting bikeways and trails, and

WHEREAS, the DISTRICT and the AGENCY are desirous of maintaining the mutual benefits each has enjoyed through a formal Agreement for Services,

NOW THEREFORE, In consideration of the premises and mutual covenants and undertakings set forth hereinafter, the AGENCY and the DISTRICT agree as follows:

1. Term of Agreement

The term of this Agreement is ten (10) years, beginning July 1, 2005 through midnight, June 30, 2015. Either party may terminate this Agreement by giving written notice of their intention to terminate this Agreement to the other party on or before December 31, 2014. The parties agree that in the event that neither party exercises their option to terminate this Agreement on or before that date, this Agreement shall be renewed and shall remain in full force and effect until midnight, June 30, 2020, according to the same terms and conditions as stated herein. The AGENCY shall be required to provide written notice of this clause and its effect
to the DISTRICT between October 1, 2014 and October 15, 2014. If said notice is not given, the DISTRICT may terminate the Agreement at will at any time thereafter within 6 months notice to the Agency.

2. Scope of Services

A. **Fixed-Route Transit**: During the term hereof, the DISTRICT engages the AGENCY to provide a professionally managed, full-service, public fixed-route transit operation for the benefit of the residents of Madison County. Such operation shall include but are not limited to, the following: operator training; accident investigation; scheduling of personnel and services; service evaluation; customer information; service supervision; Americans with Disabilities Act service functions; planning relating to fixed-route services; preparation of capital budgets; overall operation of the transportation system. The level of service provided is generally described in APPENDIX A.

B. **Paratransit**: During the term hereof, the DISTRICT engages the AGENCY to provide a professionally managed, full-service, public paratransit operation for the benefit of the residents of Madison County. Such operation shall include but are not limited to, the following: operator training; accident investigation; scheduling of personnel and services; service evaluation; customer information; service supervision; Americans with Disabilities Act service functions; planning relating to fixed-route services; preparation of capital budgets; overall operation of the transportation system. The level of service provided is generally described in APPENDIX B.

C. **Maintenance**: During the term hereof, the DISTRICT engages the AGENCY to provide a professionally managed, full-service, maintenance operation to insure the safety of its operation and preserve the public investment in its assets. Specific maintenance activities include, but are not limited to, the following: manpower scheduling and productivity; training; maintenance procedures; preventative maintenance; recordkeeping and inventory control; shop safety; building maintenance; maintenance of passenger amenities; routine bus cleaning and major cleaning activities; bus component rebuild services provided in-house or as a contract service.

D. **Rideshare**: During the term hereof, the DISTRICT engages the AGENCY to provide the administration and management of the St. Louis Regional Rideshare Program, currently known as RideFinders, as more fully described and set out in APPENDIX C.

E. **Bikeways, Trails and Real Property**: During the term hereof, the DISTRICT, as provided under 70 ILCS/6 (f)(14), engages the AGENCY to provide the administration, planning, management, operation, and maintenance for all of its bikeways, trails, rail corridors, and real property.

F. **General Management and Administration**: During the term hereof, the DISTRICT engages the AGENCY to provide General Management and Administrative services as required and as described herein:

a. Specific administration activities include, but are not limited to, the following: the provision of all personnel in connection with its obligation as described in this agreement, excepting the position as set forth in Section 2(F)(b), all contract negotiations, grievance procedures; compliance with present and future Federal and State requirements including DBE, EEO, Title VI, ADA, OSHA, drug testing, NTD etc.; personnel administration; development of operating policies and procedures;
purchasing, payroll, accounting; development of annual operating budgets; risk management/safety programs; purchase of insurance, claims handling; data management; specifications for capital purchases; prepare board agenda items; provide government liaison, and any and all functions necessary to carry out the obligations as set forth in this agreement.

b. Jerry Kane, who is currently also serving as the Executive Director of the AGENCY, and who has served as Managing Director of the District since 1986, in conformance with 70 ILCS 3610/4, shall continue to serve as the Managing Director of the DISTRICT to oversee and supervise all activities of the DISTRICT. Should he be unwilling or unable to serve in the capacity as described, the DISTRICT shall have the sole authority to select the managing director of the DISTRICT.

The DISTRICT agrees to pay to the AGENCY the sum of $500,000.00 per year as and for payment of the General Management and Administrative services stated herein. Such annual payment shall be made on or before the end of the DISTRICT'S fiscal year. This amount constitutes minimum payment for the services as described in Section B above based upon cost factors associated with the service at the time of execution of this Agreement. Any Increase in this amount shall be agreed upon annually on or before June 1 of each year for the subsequent year.

3. Status of Parties

It is acknowledged and understood by and between the parties that the DISTRICT is a unit of local government which has contracted for a certain portion of its services to be rendered by the AGENCY which is a not-for-profit corporation. The AGENCY, as an independent contractor, shall be fully responsible for the internal performance of its duties pursuant to this contract. At all times, the employees of the AGENCY shall be supervised by and are under the direct control of the AGENCY, who shall be solely responsible for the hiring, termination of its employees, workers compensation, unemployment benefits, labor agreements, personnel policies, payment of salaries and all other benefits of the employees.

4. The AGENCY to Carry Liability Insurance

The AGENCY shall procure and maintain in force during the term of this Agreement and any extension thereof public liability insurance adequate in the opinion of the DISTRICT to protect against liability for damage against claims through public use of or arising out of accidents occurring pursuant to this Agreement as defined in APPENDIX C. The DISTRICT shall be carried as an additional or named insured in the AGENCY's insurance policy. The DISTRICT shall have the right to require the AGENCY to change the extent of coverage and policy limits of said insurance whenever the DISTRICT deems it necessary to do so. The AGENCY may jointly insure the AGENCY and DISTRICT on any and all policies if it determines it is reasonable to do so.

5. The AGENCY's Right to Subcontract

The parties acknowledge, understand and agree that in the performance of its duties and obligations pursuant to this Agreement, it may be necessary or desirable on the part of the AGENCY to subcontract its duties and obligations pursuant to this Agreement. However, such subcontracting shall not remove in whole or in part the AGENCY from any duty, obligation, right or liability pursuant to the terms of this Agreement unless otherwise...
specifically agreed by the parties in writing. The expenses associated with such subcontracting shall be payable by the DISTRICT.

6. Audit and Inspection of Records

The AGENCY shall maintain accounting and payroll records and other evidence pertaining to authorized costs incurred during the terms of this Agreement. All Invoices shall be taken from the books of account kept by the AGENCY. The AGENCY shall have available copies of payroll distributions, receipted bills and other reasonable documents required by the DISTRICT. The AGENCY shall permit the authorized representatives of the DISTRICT to inspect and audit all data and records of the AGENCY relating to the AGENCY's performance under this contract. This data shall be made available for inspection by the DISTRICT or its authorized representatives at all reasonable times at the office of the AGENCY during the term of this Agreement and for three years after the date of termination of this Agreement. Copies of such records and data shall be furnished by the AGENCY upon request.

7. Compliance with Other Agreements

The AGENCY, notwithstanding any other provision of this Agreement, shall not perform any act, enter into any subcontract or otherwise do anything which would cause the DISTRICT to be in violation of any Agreement the DISTRICT has with any entity or cause the DISTRICT to be in violation of any local, state or federal rule, regulation or statute.

8. Indemnification

The AGENCY agrees to indemnify and to hold harmless the DISTRICT against any loss, claim or suit hereinafter made or brought against such parties arising directly from the negligence of the AGENCY, its officers, agents or employees in the provision of services hereunder. The DISTRICT agrees to indemnify and to hold harmless the AGENCY against any loss, claim or suit hereinafter made or brought against such parties arising directly from the negligence of the DISTRICT, its officers, agents or employees under this Agreement.

9. Arbitration Clause

Disputes between the DISTRICT and the AGENCY relating to the terms of this contract shall be arbitrated in accordance with the laws of the State of Illinois. The parties may mutually agree upon an arbitrator or, if they cannot agree, the parties shall each select an arbitrator; the two (2) arbitrators shall then select another arbitrator. The three (3) arbitrators shall hear and determine the dispute with dispatch. Their decision shall be binding on the parties hereto. The parties agree to divide the arbitration costs equally between them. Due to the significant costs and expenses incurred by the AGENCY and due to the reliance upon the AGENCY for payment from the DISTRICT, it is agreed by both parties that the DISTRICT shall have a duty and obligation to continue to make payments to the AGENCY when due until otherwise directed by the decision of an arbitrator. In the event that the DISTRICT unilaterally withholds payment from the AGENCY prior to the receipt of an arbitrator's decision to do so, the AGENCY shall be entitled to seek an appropriate injunction or other remedy in a court of law to force the DISTRICT to do so.

If any provision of this contract is determined to be invalid, or in non-compliance with any federal or state statute, the remaining provisions of this agreement will remain in full force and effect.
The terms and conditions of this agreement shall remain in full force and effect during its terms unless otherwise specifically agreed by the parties in writing. The parties acknowledge and understand that it may be beneficial to both parties to amend the agreement from time to time and that such amendments shall be made in writing.

Executed this 7th day of June, 2005.

Agency for Community Transit

Sally S. Ferguson
Signature

Madison County Mass Transit District

Ronald L. Selph
Chairman

Section IV, Page 14
Appendix A

FIXED ROUTE SERVICE

The AGENCY will provide fixed-route shuttle services for the areas within the DISTRICT, at a level as generally operated on June 30, 2005.

No service except special event service as directed by the DISTRICT or mandated ADA curb to curb service will be provided on the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

Fuel and/or other items may be purchased directly by the DISTRICT and would not be subject to this agreement.

The total operating cost to provide up to 180,000 revenue hours of services as described in Section 2(A), and cost of the associated services as set forth in Section 2(B, C, and E) of this agreement and more fully described in this APPENDIX A and APPENDIX B, for the period from July 1, 2005 through June 30, 2006 is $11,980,000.00. The cost to provide these services for the period from July 1, 2006 through June 30, 2007 is $12,438,000.00: The level of service and payment thereof shall be agreed upon annually on or before June 1 of each fiscal year for the subsequent fiscal year.

The AGENCY shall initially pay for the service as described herein. On or before the 20th day of each calendar month, the AGENCY shall provide the DISTRICT with an invoice for the direct cost for the service provided. The DISTRICT shall pay the AGENCY on or before the last day of the same month.

In addition, the AGENCY shall charge and retain a fare for the above-mentioned service. Such fares shall be set by the District.
Appendix B

PARATRANSIT

The AGENCY will provide curb-to-curb transportation for the elderly and disabled residents of Madison County, Monday through Saturday, 6:00 a.m. to midnight. No service except mandated Americans with Disabilities Act (ADA) service will be provided on Sundays or the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

The AGENCY will provide flexible curb-to-curb transportation for the general public, known as EZRide, at such times and areas as directed by the DISTRICT.

The Agency will limit the curb-to-curb service for Individuals to trips that originate and terminate within the County with the exception of medical trips or ADA mandated trips that may originate or terminate outside the County. The AGENCY shall have the sole authority to determine the length and number of non-ADA trips made outside the county.

To avoid the unnecessary duplication of service, the AGENCY shall refer individuals requesting curb-to-curb service to existing fixed-route service whenever feasible.

Fuel and/or other items may be purchased directly by the DISTRICT and would not be subject to this agreement.

The DISTRICT agrees to reimburse the AGENCY all of its direct operating cost incurred to provide up to 75,000 vehicle hours of the above curb-to-curb service, exclusive of EZRide, for the year July 1, 2005 through June 30, 2006, and each subsequent year, unless otherwise modified in writing by the DISTRICT.

The AGENCY shall initially pay for the service as described herein. On or before the 20th day of each calendar month, the AGENCY shall provide the DISTRICT with an invoice for the cost for the service provided. The DISTRICT shall pay the AGENCY on or before the last day of the same month.

In addition, the AGENCY will charge and retain fares for curb-to-curb service. The current fare policy of the AGENCY is as follows:

For residents of Madison County within the DISTRICT:

$1.00 each way for trips anywhere within a single zone within the DISTRICT.
$2.00 each way for trips which cross a zone boundary within the DISTRICT.
$2.50 or $2.70 each way for trips that originate or terminate outside the County, depending on the zone. These trips may be made for medical purposes only or for trips mandated under the ADA.

For residents of Madison County outside the DISTRICT:

$1.50 each way for trips within the zone outside the DISTRICT but within Madison County.
$2.50 each way for trips which cross a zone boundary within the DISTRICT.
$3.00 or $3.20 each way for trips that originate or terminate outside the County depending on the zone. These trips may be made for medical purposes only or for trips mandated by the ADA.

Agency Transportation Fares

The AGENCY shall be authorized by the DISTRICT to negotiate special Agency Transportation fares in excess of the standard fares, with other entities where transportation is required for the entity and where the entity has funding to provide transportation for the entity's programs.

Special Nutrition Trio Fares

A special per person fare shall be charged for group senior citizen trips to senior citizens luncheons at the Office of Aging Nutrition sites within the following communities: Alton, East Alton, Edwardsville, Glen Carbon, Madison, Maryville, Pontoon Beach and Venice, if such sites continue to function as nutrition sites. The per-person nutrition fare shall not prevent the AGENCY from negotiating a special agency transportation fee to supplement the special fare charged to the individual passengers.

The DISTRICT shall have the sole authority to set, modify, suspend, or enforce the fares charged for any curb to curb service. Any fares that are based upon the District's base fixed-route fare shall automatically adjust if and when the District modifies its base fixed-route fare.

* Currently, the DISTRICT includes the townships of Alton, Chouteau, Collinsville, Edwardsville, Ft. Russell, Foster, Godfrey, Granite City, Jasper, Moro, Nemeock, St. Jacob, Venice and Wood River.
APPENDIX C

RIDESHARE

During the term of this agreement, the AGENCY will provide the administration and management of the St. Louis Regional rideshare Program, currently known as RideFinders. The RideFinders’ mission is to: “Promote ridesharing through employer and employee education incentives and technology; to promote carpooling, vanpooling, public transit and other innovative modes of travel which help to reduce the congestion and pollution created by commuters driving alone.” RideFinders is primarily a marketing and outreach program to encourage ridesharing thereby reducing pollution caused by single occupant vehicles. RideFinders’ services are available to all employers in the Illinois Counties of Madison, Monroe and St. Clair, the Missouri Counties of Franklin, Jefferson, St. Charles and St. Louis, and the City of St. Louis.

The DISTRICT maintains funding agreements with the Missouri Department of Transportation and the Illinois Department of Transportation to fully fund this worthwhile regional program. In the event that its funding may cease, it is the responsibility of the DISTRICT to provide the AGENCY with written notification to suspend the Rideshare activities on behalf of the DISTRICT. In such case, the AGENCY will have 90 days to cease such operation, and the DISTRICT shall reimburse the AGENCY for its cost associated with the termination of the program. Unless otherwise agreed between the parties, the DISTRICT will reimburse the AGENCY for all of its cost associated with this program for the term of this agreement.

From time to time, the DISTRICT may have supplemental agreements with the AGENCY to implement ridesharing services for the region. In the case of conflicting language between this agreement and the supplemental agreements, this agreement shall govern.

The AGENCY shall be responsible for the program management, administrative staffing, match list processing and database management, regional coordination, project performance monitoring and reporting functions.

The AGENCY shall be responsible to provide the management, staffing, coordination, to implement and maintain the RideFinders Vanpool program. The DISTRICT, through the use of federal and state grants, may purchase the vehicles to be utilized within the Vanpool program. All such vehicles purchased by DISTRICT will be titled to the DISTRICT and the AGENCY will not have any direct interest in the ownership of such vehicles.

The DISTRICT will continue to provide oversight of the RideFinders Program to ensure its effective implementation.
RESOLUTION 13-41

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
THE JERRY COSTELLO GROUP, LLC

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.); and,

WHEREAS, the District has the responsibility to protect and promote the operation and maintenance of mass transit as a public service, and to protect the reputation and interests of the District for the welfare of the residents of the District and the vitality of the County; and,

WHEREAS, the District previously entered into agreements with other entities for legislative and related services for the benefit of the District and the services provided to its residents; and,

WHEREAS, the District is aware that The Jerry Costello Group, LLC, is available and willing to represent the District; and,

WHEREAS, the District and the Jerry Costello Group, LLC, are mutually agreeable to establishing this relationship through June 30, 2015.

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

1. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with The Jerry Costello Group, LLC, for legislative and related services through June 30, 2015.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement, including any and all amendments and change orders 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-fifth day of April 2013.

________________________________________
Daniel L. Corbett, Chairman

J. Terry Allan  Rose Marie Chadwick

Edward A. Hagnauer  Bruce A. Malone

APPROVED as to Form:

John T. Papa, Legal Counsel
CONSULTING SERVICES AGREEMENT

THIS AGREEMENT, is entered into as of May 1, 2013 by and between Madison County Mass Transit District (hereinafter "District") with its offices at One Transit Way, P.O. Box 7500, Granite City, IL 62040-7500 and The Jerry Costello Group, LLC (hereinafter "Consultant") with its offices located at 144 Lincoln Place Court, Suite 3, Belleville, IL 62221.

WITNESSETH:

WHEREAS, District wishes to retain Consultant to furnish certain consulting services (hereinafter more particularly described), which Consultant is qualified to perform on behalf of District in the State of Illinois; and

WHEREAS, Consultant is willing to render such services and is properly registered to do so,

NOW, THEREFORE, the parties hereto do agree as follows:

1. **Term**

This agreement shall be effective as of May 1, 2013 and continue in full force and effect through June 30, 2015. Subject to 60 days written notice, agreement may be terminated for any reason by either party.

2. **Consulting Services**

District retains Consultant to advise District and work with other parties as necessary to promote the District's goals, interests, and objectives. District will keep Consultant fully apprised of the current issues and objectives of District.

District and Consultant agree that Jerry F. Costello will be primarily responsible for the performance of the services referred to in this Agreement, however, as needed, Consultant is allowed to retain third party consultants to provide assistance in performing the Agreement, at no cost to the District, unless agreed upon by the District.

Consultant will devote time and resources necessary in performing the services described in this Agreement. Consultant shall have full discretion in selecting the dates and times necessary to complete the terms of the agreement giving due regard to the needs of the District. District is advised that Jerry F. Costello may consult or lobby local, state, and federal officials, including all agencies, elected and appointed officials, but is prohibited from lobbying members of the United States Congress for one year after January 3, 2013.
3. **Compensation**

District agrees to pay Consultant a monthly fee of $7,000. Monthly fees will be paid on the 1st business day of each month.

4. **Authorized Representative**

For the purpose of this agreement, District's authorized representative shall be as follows: Jerry J. Kane, Managing Director. District may designate from time to time additional or substitute authorized representatives by written notice to Consultant. Consultant's primary contact will be Jerry F. Costello. Consultant may designate such other additional or substitute authorized representatives who are acceptable to District. District agrees that such acceptance shall not be unreasonably withheld.

5. **Compliance with State and Federal Laws**

The parties recognize and agree that both have a policy to comply fully with the applicable federal, state and local laws regulating any and all such consulting activities, and each agree to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state or local governmental or judicial body, agency or official.

6. **Independent Contractor**

This agreement is not a contract of employment. Consultant is an independent contractor of the District and shall have no authority to obligate the District. Consultant shall have the exclusive right to determine the method, matter and means by which it will perform the Agreement.

7. **Notice**

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in first class U.S. mail properly addressed to the appropriate party at the address set forth below:

**Consultant:**
Jerry F. Costello  
The Jerry Costello Group, LLC  
144 Lincoln Place Court, Suite 3  
Belleville, IL 62221

**District:**
Madison County Mass Transit District  
ATTN: Managing Director  
One Transit Way  
P.O. Box 7500  
Granite City, IL 62040-7500
8. Miscellaneous

(a) This Agreement constitutes the full understanding of the parties of the obligations, responsibilities and risks between them and a complete and exclusive statement of the terms and conditions of their agreement and supersedes any and all prior agreements, whether written or oral, between the parties. A waiver by either party with respect to any breach or default or of any right or remedy shall not be deemed to constitute a waiver for any other breach or default or of any other right or remedy. Any such waiver is to be expressed in writing and signed by the party to be bound. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Signature

Date

Jerry J. Kane
Madison County Mass Transit District
One Transit Way
P.O. Box 7500
Granite City, IL 62040
618-797-4600 (office)

Signature

Date

Jerry F. Costello
The Jerry Costello Group, LLC
144 Lincoln Place Court
Suite 3
Belleville, IL 62221
thejerrycostellogroup@gmail.com
618-234-6701 (office)
618-971-6200 (cell)
CERTIFICATE

I, Erin Werner, 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, April 25, 2013, 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. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to execute the attached agreement with The Jerry Costello Group, LLC, for legislative and related services through June 30, 2015.

2. Jerry J. Kane, Managing Director of the Madison County Mass Transit District, is hereby authorized to take all action necessary to execute, complete, and perform all obligations associated with the agreement, including any and all amendments and change orders 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-fifth day of April 2013.

Erin Werner