

AN INTERGOVERNMENTAL AGREEMENT TO APPLY FOR FEDERAL PASSENGER RAIL FUNDING

THIS AGREEMENT, is entered into as of the _____ day of October, 2022 by and between the City of Peoria, Illinois, a municipal corporation (hereinafter referred to as the "City"), the County of Peoria, a body politic incorporated (hereinafter referred to as the "County") the Tri-County Regional Planning Commission (herein referred to as the "Commission") and the North Central Illinois Council of Governments (herein referred to as the "COG").

WHEREAS, the City, County, Commission, and COG worked closely with the Illinois Department of Transportation to prepare the Peoria-Chicago Passenger Rail Feasibility Study (herein after referred to as the "Study"); and

WHEREAS, the Study determined a cost estimate of \$2.54 billion to provide service for 5 round trips daily to serve Peoria, Peru/LaSalle, Ottawa, Morris, Joliet and Chicago Union Station, with a flag stop at Utica for Starved Rock State Park; and

WHEREAS, the ridership potential of a range from 440 to 820 daily riders was determined using three different methods, which results in 600 riders on the average daily; and

WHEREAS, thanks to the Infrastructure Investment and Jobs Act, there will be \$66 billion available for passenger rail service nationwide; and

WHEREAS, the Federal Rail Administration has issued a notice of funding opportunity for the Consolidated Rail Infrastructure and Safety Improvements Program; and

WHEREAS, the Federal Rail Administration will be issuing applications for the Corridor Identification and Improvement program with the explicit goal of adding new service routes into the passenger rail pipeline; and

WHEREAS, the City, County, Commission, and COG have determined the most effective way to apply for these potential federal funding opportunities is to apply jointly and collaboratively; and

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act (5 LCS 220/1 *et seq.*) provides that any powers, privileges, functions or authority exercised or which may be exercised by a public agency may be exercised, combined, transferred or enjoyed jointly with another public agency; and

WHEREAS, the City, County, Commission, and COG are authorized by the terms and provisions of Article VII, Section 10, of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et. seq.*) to enter into intergovernmental agreements, ventures, and understandings, and are therefore authorized to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the Parties hereto, each of them does hereby covenant and agree as follows:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. Authority. The Governments and Commissions have duly authorized their respective presiding officers to enter into and execute this Agreement.

Section 3. Parties. In this Agreement, each of the following shall be a “Party”, and collectively shall be the “Parties”:

- A. The City of Peoria, a municipal corporation (hereinafter "City"),
- B. The County of Peoria, a body politic incorporate (hereinafter "County"),
- C. The Tri-County Regional Planning Commission (hereinafter “Commission”),
- D. The North Central Illinois Council of Governments (herein referred to as the “COG”).

Section 4. Scope of Services. The Parties agree that the following activities shall be the scope of services covered by this Agreement and eligible for distribution from the Fund:

- A. **Activity 1:** The City, County, Commission, and COG mutually agree to apply for the creation of a Service Development Plan for the Peoria to Chicago passenger rail route through the Consolidated Rail Infrastructure and Safety Improvements Program.
- B. **Activity 2:** The City, County, Commission, and COG mutually agree to apply for the creation of a Service Development Plan for the Peoria to Chicago passenger rail route through Corridor Identification and Improvement Program, once released by the Federal Rail Administration.
- C. **Activity 3:** The City shall enter into consulting agreements with the project team that created the Peoria-Chicago Passenger Rail Feasibility Study - Patrick Engineering and Hanson Engineering to ensure the continuity and expertise of the application.

- D. **Activity 4:** The City shall provide administrative oversight of the contracts with the engineering firms, including coordination and reporting with the parties to this agreement.

Section 5. General Administration. In accordance with Section 4,(C)**Activity 3**, above, the City shall provide all general administrative services in the execution of this Agreement. These include consultant retention, accounting, and other supportive services.

Section 6. Term. The term of this Agreement shall commence upon adoption by all the Parties and shall expire on the later of either of the following:

- A. Applications for the creation of a Service Development Plan for the Peoria to Chicago passenger rail route through the Consolidated Rail Infrastructure and Safety Improvements Program and the Corridor Identification and Improvement Program have been submitted.
- B. All monies appropriated have been exhausted; or
- C. January 1, 2024.

Section 7. Financial Contribution.

- A. The City has appropriated One Hundred Thousand Dollars (\$100,000) for the purposes of this Agreement.
- B. The County has appropriated Fifty Thousand Dollars (\$50,000) for the purposes of this Agreement.
- C. The Commission has appropriated Fifty Thousand Dollars (\$50,000) for the purposes of this Agreement.
- D. The COG has appropriated Sixty Thousand Dollars (\$60,000) for the purposes of this Agreement. (the following communities have agreed to participate - Peru \$8,000; LaSalle \$8,000; Utica \$5,000; Ottawa \$16,000; Morris \$13,000, COG \$10,000).
- E. The parties agree that any unspent funds will be redistributed on a proportional basis.
- F. Future Fiscal Year Appropriations. By virtue of this Agreement, parties mutually agree and commit that should additional funds be necessary for the applications, they will seek approval of any additional funds from their corporate authorities.
- G. Fund Expenditures. The City will be responsible for fund expenditures for services and fees incurred prior to the expiration of this Agreement.

- H. **Records Retention.** The City shall retain all records pertinent to expenditures and activities under this Agreement for a period of five (5) years after the expiration of the Agreement. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the action and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

Section 8. General Condition.

- A. **Amendments.** This Agreement may be amended by mutual agreement of the Parties and subject to the ratification by the City Council, County Board, and Boards of the Tri-County Regional Planning Commission and North Central Illinois Council of Governments, respectively.
- B. **Conflict of Interest.** The parties mutually understand and agree that no person, who is an employee, agent, consultant, or officer of the parties may obtain an interest, financial or otherwise, or benefit from this activity or have any interest in any contract, subcontract, or agreement.
- C. **Severability.** If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
- D. **No Assignment.** This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the units of government as the Parties hereto.
- E. **Counterparts.** This Agreement may be executed in counterparts, all of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

Section 9. Notices. Notices shall be in writing and shall be served (a) by personal delivery; or (b) by certified mail, return receipt requested to the following:

CITY

City Manager
City Hall
419 Fulton Street, Suite 203
Peoria, IL 61602

TRI-COUNTY REGIONAL PLANNING
COMMISSION

Executive Director
Tri-County Regional Planning Commission
456 Fulton Street, Room 40
Peoria, IL 61602

COUNTY

County Administrator
Peoria County Courthouse
324 Main Street, Room 502
Peoria, IL 61602

NORTH CENTRAL ILLINOIS COUNCIL OF
GOVERNMENTS

Executive Director
North Central Illinois Council of Governments
613 W Marquette Street,
Ottawa, Illinois 61350

CITY OF PEORIA, ILLINOIS

By: _____

City Manager

COUNTY OF PEORIA, ILLINOIS

By: _____

County Administrator

**TRI-COUNTY REGIONAL
PLANNING COMMISSION**

By: _____

Executive Director

**NORTH CENTRAL ILLINOIS
COUNCIL OF GOVERNMENTS**

By: _____

Executive Director