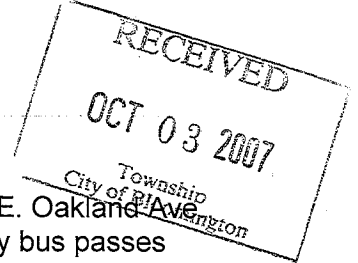


September, 2007

Intergovernmental Agreement



Whereas, Bloomington-Normal Public Transit System (hereinafter "B-NPTS") at 104 E. Oakland
Bloomington, Illinois 61701 has determined a need for distribution of B-NPTS monthly bus passes
through the Township of the City of Bloomington offices and,

Whereas, Township of the City of Bloomington (hereinafter "Township") at 607 S. Gridley St.,
Bloomington, Illinois 61701 has determined a capability and desire to distribute B-NPTS monthly bus
passes to Township clients under Township eligibility rules governing such distribution.

Now therefore, B-NPTS and Township agree as follows:

- A. Township agrees to distribute B-NPTS monthly bus passes, to Township clients only, at the Township business location. Township will not sell bus passes to members of the general public.
- B. Township shall pay B-NPTS, for each distributed bus pass, the effective price of a B-NPTS monthly bus pass sold to the general public. At the time of this Memorandum of Understanding, the price of a B-NPTS monthly bus pass sold to the general public is \$22.00 (each). Through the term of this Memorandum of Understanding B-NPTS reserves the right to change the price of a B-NPTS monthly bus pass sold to the general public. In the event B-NPTS intends to change the price of a monthly bus pass, B-NPTS shall provide Township notice of such intended change not less than 30 days prior to the effective date of the intended change.
- C. Distribution of bus passes by B-NPTS to Township shall be as follows:
 1. On or about the 15th of each month, B-NPTS will deliver bus passes valid in the subsequent month to Township and Township shall acknowledge in writing receipt of delivered bus passes. The quantity of passes delivered will be as mutually agreed by Township and B-NPTS. At the time of this delivery B-NPTS shall receive monthly passes valid in the current month that were delivered to Township but were not subsequently distributed by Township. The value of monthly passes not distributed by Township shall be credited against sums owed by the Township for passes previously received by the Township.
 2. ~~Monthly passes are numbered. Passes will be delivered by B-NPTS to Township in chronological order. Township will distribute passes to clients in chronological order of pass numbering. On or about the 1st and the 15th of each month, Township will provide B-NPTS a record of pass numbers that have been issued to clients. The record will reflect all pass numbers issued since the preceding record transmitted to B-NPTS. Once a pass number has been issued, the pass may not be returned to B-NPTS for credit.~~
 3. On or about the 1st of each month, Township and B-NPTS will reconcile the number of bus passes the Township has on hand. The difference between the number of bus passes delivered on or about the 15th of the preceding month and the number on hand on or about the 1st of the current month equals the number of bus passes distributed by the Township for the record period. At the time of this reconciliation, B-NPTS will deliver additional bus passes for the current month in a quantity as requested by Township. Township shall acknowledge in writing receipt of these additional bus passes and B-NPTS shall acknowledge in writing such reconciliation.
 4. On or about the 15th of each month, Township and B-NPTS will reconcile the number of bus passes the Township has on hand. The difference between the number of bus passes on hand and delivered on or about the 1st of the current month and the number on hand on or about the 15th of the current month equals the number of bus passes distributed by the Township. At the time of this reconciliation, B-NPTS will deliver additional bus passes for the subsequent month in a quantity as requested by Township. Township shall acknowledge receipt of these additional bus passes.
 5. In the event that Township requires additional bus passes at any time during the month, Township may pick up such additional bus passes at the B-NPTS offices by contacting the

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B-NPTS Treasurer or Secretary at 828-9331 and making arrangements for such pick up. At the time of pick up, Township shall acknowledge receipt of such additional bus passes.

6. Township and B-NPTS agree that Township shall not be responsible for payment for bus passes not distributed by Township and returned to B-NPTS.

D. On or about the 1st and the 15th of each month and at the time that bus pass distribution has been reconciled by the parties, Township agrees to issue a voucher or check to B-NPTS in an amount equal to the value of the bus passes distributed in the prior record period. In the event a voucher is issued by Township, B-NPTS shall invoice the Township for the value of the Township issued voucher and Township agrees to pay B-NPTS within ten (10) business days of receipt of the B-NPTS issued invoice.

Termination

This Memorandum of Understanding will continue between Township and B-NPTS unless terminated, upon thirty (30) days written notice, by Township or B-NPTS. Within thirty (30) days of termination, Township will return to B-NPTS any undistributed bus pass inventory along with payment for any distributed bus passes.

Agreement

The following signatures verify that Township and B-NPTS are agreeable to the terms of this Memorandum of Understanding as set out above.

For:

Township Authorized Signatory:

Ruth Ann Sikora
Signature

Typed or Printed Authorized Signatory Name:

Ruth Ann Sikora

Date: October 22, 2007

For: Bloomington-Normal Public Transit System

B-NPTS Authorized Signatory:

Neil Finlen
Signature

Typed or Printed Authorized Signatory Name:

Neil Finlen, Chairman, Board of Trustees

Date: September 25, 2007

