

PACE PARATRANSIT LOCAL SHARE AGREEMENT
City of Naperville – Ride DuPage to Work

This agreement (“Agreement”) is made this _____ day of _____, 2017 by and between the Suburban Bus Division of the Regional Transportation Authority (RTA) operating under the name and hereinafter referred to as "Pace", an Illinois municipal corporation, and City of Naperville, an Illinois municipal corporation and home rule unit of local government, hereinafter referred to as the "City".

The parties, in consideration of the mutual promises hereinafter set forth, hereby agree to the following:

1. **TERM** - This Agreement will be in effect beginning January 1, 2017 and ending December 31, 2019.
2. **SERVICE DESCRIPTION** - The City, in conjunction with Wheatland Township, Naperville Township, Lisle Township, Milton Township, the Village of Glen Ellyn, and the City of Wheaton (all cumulatively hereinafter referenced as the “Ride DuPage to Work Partners”) will participate in the financial support of the transportation service described in the attached Exhibit A, known as the " Ride DuPage to Work Program", which Exhibit is hereby incorporated and made a part of this Agreement.
3. **REPORTING** - Pace will provide to each of the Ride DuPage to Work Partners on a monthly basis a Ride DuPage to Work report including the following:
 - A. Number of one way trips.
 - B. Detailed data showing all rides summarized in Exhibit A.
 - C. Total Vehicle service hours (attributed to Ride DuPage service as outlined in Exhibit A of this Agreement).
 - D. Billing for each Ride DuPage to Work Partner’s Local Share as referenced in Section 4 of this Agreement.
4. **LOCAL SHARE FUNDING** – Funding for the Ride DuPage to Work Program is not separate from funding provided for between the City (and the other Ride DuPage to Work Partners) and Pace for the Ride DuPage Program which is the subject of separate agreements. Therefore, the funding provided by each Ride DuPage to Work Partner for Ride DuPage to Work services shall be as set forth in the annual Ride DuPage Agreements between Pace and each Ride DuPage to Work Partner.
5. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in this Agreement shall be submitted to Pace for its prior approval. Except for minor service changes, no modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized representatives of parties hereto.

6. **TERMINATION** – This Agreement can be terminated upon forty-five (45) calendar days written notice by Pace or the City (“Effective Date” of Termination) if: 1) sufficient funds have not been appropriated to cover the estimated requirements by Pace or by any other agency funding the service; or, 2) Pace develops alternative public transportation services which, as determined by Pace will better meet the transportation needs of the public; or, 3) the City fails to make payments as required by Section 4 of this Agreement; or, 4) if Pace has materially failed to perform its obligations under this Agreement; or, 5) the City otherwise determines that Pace's services are not satisfactory; or if 6) it is determined that the pro rata percentage share of the Total Local Share for any of the Ride DuPage to Work Partners has been, or will be, exceeded, in which case that Ride DuPage to Work Partner may give written notice to Pace and the other Ride DuPage to Work Partners of its intent not to participate further in the Ride DuPage to Work Program.
7. **FAILURE TO PERFORM** - Pace will not be responsible for any failure on the part of the Contractor to provide service due to circumstances beyond the reasonable control of the Contractor or Pace. Pace shall make every reasonable effort to have service restored as soon as practical under the circumstances. No fees will be charged for service not performed.
8. **INSURANCE** - Pace elects to provide the services set forth herein by subcontracting with one or more outside providers (“Contractor(s)”). Pace shall require the outside service providers to arrange for the Ride DuPage to Work Partners (the City of Naperville, Wheatland Township, Naperville Township, Lisle Township, Milton Township, the Village of Glen Ellyn, and the City of Wheaton, to be named as additional insureds under the outside service providers' auto liability policies of insurance with respect to claims asserted against the City of Naperville arising from any negligent acts or omissions of the outside service providers in connection with the services as described in this agreement. Pace shall provide copies of the initial Certificates of Insurance for the Ride DuPage to Work Partners to the City of Naperville. Thereafter, Pace shall not be responsible for tracking and monitoring their additional insured status on outside service providers' auto liability policies of insurance. Notwithstanding the effective date of this Agreement, this paragraph shall take effect within fourteen (14) days of the date the second party hereto executes this Agreement.
8. **INDEPENDENT RELATIONSHIP** - Pace is an independent contractor and not an employee, agent, joint venturer or partner of the City, and nothing in this Agreement shall be construed as creating any other relationship between the City and Pace, or between any employee or agent of Pace and the City or any Ride DuPage to Work Partner. Pace employees shall at all times remain employees of Pace, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers compensation.
10. **SEVERABILITY**- The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of the Agreement which is not invalid or unenforceable shall be

considered enforceable and binding on all parties and the invalid or unenforceable provision(s), clauses(s) or sentence(s) shall be deemed excised, modified or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provisions(s), clauses(s) or sentence(s) were omitted. The provisions of this paragraph shall survive the termination of this Agreement for any reason.

11. **GOVERNING LAW** - This Agreement shall be construed in accordance with the laws if the State of Illinois.

12. **NOTICES** - All notices due to the other party shall be delivered as follows unless and until otherwise directed:

If to Pace:

If to City of Naperville

Pace
550 West Algonquin road
Arlington Heights, Illinois 60005
Attn: Executive Director

City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Attn: Jennifer Louden

13. **RESPONSIBILITY FOR COMPLIANCE** - The Technical Services Agreement (TSA) between the City of Naperville and the Regional Transit Authority for the “Community Based Ride to Work” Project in effect from January 1, 2017 through December 31, 2019, is incorporated herein by reference as to all certifications and assurances required to be passed through the City to all subrecipients. Pace, as a subrecipient of the Project, acknowledges its responsibility to comply with all federal, state, local and other laws, rules, regulations and Circulars of any kind, including, but not limited to those referenced in the TSA, including compliance with all applicable Certifications and Assurances set forth in Exhibit C to the TSA. In the event that any federal or state, governmental law, regulations or requirements change, and the changed law, regulations, or requirements will affect or apply to this Agreement, or the services to be provided hereunder, such change shall automatically apply to this Agreement. Further, Pace agrees to comply with Section 7.2 of the TSA

Further, as required in Section 2.2 of the TSA, Pace acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with the Ride DuPage to Work Program, the United States and the State of Illinois reserve the right to impose the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.

14. This Agreement has been properly authorized by Pace and the City of Naperville.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective and executed as of the date first set forth above by their duly authorized officials.

SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

PACE

CITY OF NAPERVILLE

By: _____
Thomas J. Ross, Executive Director

By: _____
Douglas A. Krieger, City Manager

ATTEST

ATTEST

By: _____

By: _____

Its: _____

Pam Gallahue, Ph.D.

Its: City Clerk

Date: _____

Date: _____

EXHIBIT A - Ride DuPage to Work

Transportation Services

Ride DuPage to Work is an element of the Ride DuPage program that enables seniors and persons with disabilities great opportunity to travel to and from work. Trips taken through this program are funded by a federal grant that subsidizes the cost of eligible dial-a-ride and taxi trips for persons with developmental disabilities and seniors who are unable to drive, providing greater opportunities to obtain and maintain employment through affordable transportation.

From January 1, 2017 through December 31, 2019, this project will be funded, in part, with a grant from the Regional Transportation Authority (RTA) through the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities. The Section 5310 Grant will cover 50% of the service costs for trips taken to and from work. The Ride DuPage to Work Partners (including the City of Naperville, Naperville Township, Lisle Township, Wheatland Township, Village of Glen Ellyn, City of Wheaton, and Milton Township) will pay for the remaining 50% of the service costs. The total Section 5310 Grant awarded to the Ride DuPage to Work Partners shall equal up to \$372,026, with a local match responsibility shared by the Ride DuPage to Work Partners of up to \$372,026.

Type of Service: Demand Response Service. Service levels will not exceed limits dictated by funding levels stipulated in the agreement.

Transportation Service Operated By: Contractors including: Private Para-transit providers, Taxi Cab Companies; Other Qualified Providers of Transportation services.

Central Call Center: Private Contractor

Trip Reservation Method: Reservations shall be accepted at the Pace Central Call Center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace.

Trips requested with a minimum of one (1) day advance notice but no more than 7 days advance notice are guaranteed. Trips requested for same-day but no less than two (2) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule, however they are not guaranteed.

Service Mode: A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.

Service Area: Trips shall be provided within DuPage County and the surrounding six (6) county area, as mutually agreed upon by the Ride DuPage to Work Partners, which include *Lisle Township, Naperville Township, City of Naperville, Wheatland Township, Village of Glen Ellyn, Milton Township, and City of Wheaton.*

Service Hours: Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Fare Structure: \$3.00 for the first six (6) miles; \$1.00 per mile thereafter, or as otherwise determined by agreement between the Ride DuPage to Work Partners.

Rider Eligibility: The Ride DuPage to Work Partners shall each be responsible to determine rider eligibility and provide the information regarding eligible riders to Pace. All trips must be taken to and from a place of registered employment.

Grant Administration: Each individual Ride DuPage to Work Partner will pay Pace 100% of the monthly costs, which is based on ridership, for services provided through the Ride DuPage to Work program. Each local partner will then provide the City of Naperville with supporting documentation, as determined appropriate by the City of Naperville, indicating the monthly ridership data, monthly invoice, and indicate the fifty (50%) percent amount to be reimbursed through the Section 5310 Grant.

The City of Naperville, pursuant to the Section 5310 Grant, will coordinate with the RTA to receive and distribute reimbursement for fifty percent (50%) of each Partner's total monthly payment to Pace. The City of Naperville will provide each Partner with their share of the reimbursement within thirty (30) days of receipt from the RTA.

The responsibilities for each Partner, pursuant to the Section 5310 Grant, are described in the Agreement to which this is an exhibit.