

PACE PARATRANSIT LOCAL SHARE AGREEMENT
City of Naperville

This Pace Paratransit Local Share Agreement (“Agreement”) made between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“PACE or Pace”), and the City of Naperville, an Illinois municipal corporation (“City”). Pace and the City are sometimes individually referred to herein as a “Party” and collective as the “Parties.”

In consideration of the mutual promises hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement will be in effect beginning January 1, 2019 and ending December 31, 2019. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party’s signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.
2. **Service Description.** The City will participate in the financial support of the transportation service known as the “Ride DuPage Program” (“Program”) which is described more fully in Exhibit A attached to and made a part of this Agreement.
3. **Reports.** On a monthly basis, the City will be provided with electronic access to, or in the event of a problem with the electronic access, a hard copy of reports regarding the service. A description of the reports available for the Ride DuPage Program is contained on Exhibit B.
4. **Local Share Funding.** The Total Local Share funding by the Lisle/Naperville Transportation Partners for the term of this Agreement for the Ride DuPage Program shall not exceed \$464,232 (hereinafter referred to as total Local Share). The City agrees to reimburse Pace monthly 52.00% of the total Local Share or \$241,400. However, if the monthly billing notifies the Lisle/Naperville Transportation Partners that the total Local Share for transportation already exceeds the total Local Share of \$464,232, the Lisle/Naperville Transportation Partners shall be responsible, pro rata, for the payment of total expense less fare revenue and Pace contribution over and above the total Local Share as indicated in the monthly billing and shall continue to be responsible for total expense less fare revenue and Pace contribution over and above the total Local Share until the Lisle/Naperville Transportation partners notify Pace in writing that they wish to discontinue transportation services provided hereunder. Notification of the discontinuance of transportation services prior to the term of this agreement shall be deemed effective thirty (30) days after receipt of written notification by Pace.
 - A. The Total Expense of the project is the total of the hourly service expense, and the per-trip expense for service calculated as follows:
 1. Hourly service expense will be calculated by multiplying the number of vehicle service hours attributed to service delivered per this Agreement by the hourly rate charged to Pace by the Contractor.

AND

2. The per-trip expense for service will be calculated on a trip by trip basis.

The operating expense shall be the aggregate of rates and or fees charged to Pace by the Contractor to deliver service per this Agreement.

The Operating Deficit will be defined as Total Expense less fare revenue.

- B. The Pace Contribution will be the lesser of: 1) 75% of the actual Operating Deficit attributed to a maximum of 11,142 vehicle hours of service, or 2) \$330,653. The Local Share shall not exceed \$464,232.
 - C. The Pace Contribution shall be calculated monthly on a year-to-date basis to adjust for actual vehicle hours of service and ensure that the annual Pace Contribution is not depleted in advance before the end of the term of this agreement.
 - D. The Local Share is the Total Expense, as described in Section 4A, minus fares, minus the Pace Contribution.
 - E. The City shall pay Pace within thirty (30) days of receiving the monthly bill for the Local Share.
 - F. A Cost Estimate Worksheet containing estimated ridership, expenses, fares and Pace subsidy for Net Operating Cost and Call Center Cost is contained in Exhibit C, attached to and made a part of this Agreement.
5. **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. 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.
6. **Insurance.** Pace elects to provide the services more specifically set forth by subcontracting with one or more outside providers. Pace shall require the outside service providers to arrange for the City to be named as additional insured under the outside service providers' auto liability policies of insurance with respect to claims asserted against the City 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 to the City. Thereafter, the City shall be responsible for tracking and monitoring their additional insured status on outside service providers' auto liability policies of insurance.
7. **Indemnification.** Pace agrees to indemnify and defend the City, and its officers, agents, and employees against claims, damages, losses and costs for property damage or personal injury to the extent caused by the negligent acts by Pace in directly providing transportation services under this Agreement. To the extent that services are provided through or by an outside contractor, Pace agrees to require the contractor to defend, indemnify and hold harmless the City, and its officers, agents, and employees for claims, damages, losses, and costs for property damage or personal injury to the extent caused by the negligent acts by said contractor in providing transportation services under this Agreement. The City

agrees to provide Pace with timely notice of any such claim. In the event that Pace does not require such indemnification and defense of its outside contractors, Pace agrees that it shall assume responsibility for said indemnification and defense. With respect to any lawsuit that is within the scope of coverage and/or indemnity afforded above, Pace (or the outside contractor, as applicable) shall have the right and duty to defend the City, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the City to select independent defense counsel, Pace will reimburse the reasonable attorney's fees and expenses incurred in such defense by the City, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace for its outside counsel for defense of similar types of lawsuits.

8. **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 by the carrier will be charged for service not performed.
9. **Termination.** This Agreement may be terminated by a party upon thirty (30) days advance written notice to the other party if: 1) sufficient funds have not been appropriated to cover the estimated requirements by Pace or by any other agency funding the service; 2) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; 3) the City fails to make payments as required by Section 4 of this Agreement; 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.
10. **Entire Agreement.** This Agreement the Exhibit(s) attached hereto and incorporated herein constitute the entire Agreement between the Parties hereto and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations, written or oral, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.
11. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.
12. **Survival.** The provisions of this Agreement which, by their terms, require performance after the termination or expiration or have application to events that may occur after the termination of this Agreement, shall survive the termination or expiration of this Agreement.
13. **Assignment.** No Party shall assign this Agreement or the rights and obligations hereunder to any other party without the prior written consent of the other Parties.
14. **Governing Law.** Any dispute that arises as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and Illinois law shall be applied. The parties consent to the exclusive jurisdiction and venue of the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois or the United States District Court for the Northern District of Illinois for the purposes of

adjudicating any matter relating to this Agreement.

15. **Notices.** All notices under this Agreement shall be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or email to the respective addresses shown below. Notice shall be considered delivered to recipient on the day of delivery if sent by personal service or commercial courier, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail.

PACE
550 West Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director

CITY OF NAPERVILLE
400 South Eagle Street
Naperville, Illinois 60540
Attn: Douglas A. Krieger, City Manager

16. **Authorization.** Each signatory to this Agreement represents and warrants that they have full authority to sign this Agreement on behalf of the party for whom they sign and that this Agreement shall be binding on the parties hereto, their respective partners, directors, officers, employees, agents, representatives, successors and approved assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

**PACE, THE SUBURBAN BUS DIVISION
OF THE REGIONAL TRANSPORTATION
AUTHORITY**

CITY OF NAPERVILLE

By: _____
Thomas J. Ross, Executive Director

By: _____
Douglas A. Krieger, City Manager

Date: _____

Date: _____

EXHIBIT A
SERVICE DESCRIPTION
City of Naperville - Ride DuPage Sponsor

The Ride DuPage service description or parameters are subject to change and approval by the participating Sponsors, DuPage County, and PACE.

TYPE OF SERVICE	Demand response curb to curb paratransit services will be provided for eligible riders of the City, as a participating Sponsor in the Ride DuPage Program.
SERVICE OPERATED BY	PACE will contract with transportation provider(s) (the "Contractor") to provide the service, which is the subject of this Agreement. This includes paratransit service providers and taxi providers.
TRIP RESERVATION METHOD	Monday through Friday: 6:00am to 6:00pm Saturday, Sunday and Holidays: 8:00am to 5:00pm
	Reservations shall be accepted at the PACE call center maximum of seven (7) days in advance and a minimum of one 1 day in advance of the day of service.
	Trips requested on the same day of service may be accommodated if the day's schedule allows.
	Subscription service is allowable, as defined by PACE Suburban Bus. Passengers are to contact the CITY to apply for subscription service.
SERVICE AREA	DuPage County and the surrounding areas
SERVICE HOURS	7 days a week, 24 hours a day including holidays Whenever possible, pick-up times are negotiated in order to optimize the efficiency of daily routes.
ONE-WAY FARE	\$2.00 to load vehicle and \$1.00 for every mile thereafter
	Personal Care Attendant (PCA) or COMPANIONS: Registered riders are allowed one PCA or travel companion at no additional charge. Additional PCA or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.
SERVICE CAPACITY	Service demand dictates service capacity. Denials are not allowed for reservations made 1 to 7 days in advance.
RIDER ELIGIBILITY	The participating sponsors of the Ride DuPage Program or their respective designee(s) assigned shall determine rider eligibility. The CITY as a Ride DuPage sponsor will determine the eligibility of rider(s) requesting service.
RIDER REGISTRATION FOR SERVICE	The participating sponsors shall submit registration forms to the PACE call center through a designated e-mail box. PACE shall enter registrations within three to five business days. PACE shall maintain a database of registered riders. Riders must be registered for service.

Exhibit B

REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride DuPage project.

1. Detailed Funding Source (Sponsor) Report

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride DuPage funding source (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

The report shall have the ability to be sorted by provider, funding source, rider, and fare type.

2. Monthly Funding Source (Sponsor) Invoice Report

The intent of this report is to produce one or more summary reports of trips delivered for each funding source (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride DuPage service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late; the Ride DuPage service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report – A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding source.

Future Needs – Additional reports may be designed as needed by Pace, DuPage County, and with the input of the IAPCC.

Exhibit C
COST ESTIMATE WORKSHEET

2019 LOCAL SHARE AGREEMENT

PROJECT:	<u>NAPERVILLE / LISLE</u>	
REVENUE		\$ 238,064
EXPENSE		\$1,473,640
DEFICIT		\$1,235,576
NFI GRANT		\$ 320,324
PACE SUBSIDY		\$ 330,653
CALL CENTER GRANT		\$ 96,294
PACE CALL CENTER SUBSIDY		\$ 24,073
LOCAL SHARE		\$ 464,232
	Naperville Township	\$ 82,448
	Lisle Township	\$ 98,046
	Wheatland Township	\$ 42,338
	City of Naperville	\$241,400
RIDERSHIP		47,914
VEHICLE HOURS		11,142