

**PARATRANSIT LOCAL SHARE AGREEMENT – RIDE DUPAGE**

City of Naperville

This PARATRANSIT LOCAL SHARE AGREEMENT – RIDE DUPAGE (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and the City of Naperville, an Illinois municipal corporation, (“Sponsor”). Pace and Sponsor are sometimes individually referred to as a “Party” and collective referred to as the “Parties” in this Agreement. In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall be in effect beginning on January 1, 2021. 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.** Demand response curb-to-curb paratransit service shall be provided for eligible riders as described in the attached Exhibit A (“Service”). The Service and its parameters are subject to change upon approval by Pace and Sponsor. Pace will keep Sponsor timely apprised of any increase in service costs.

3. **Term and Termination.** This Agreement shall remain in effect through December 31, 2021 unless earlier terminated by a Party upon 30 days’ advance written notice to the other Party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by Section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.

4. **Service Provider.** Pace shall contract with one or more outside service providers to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace’s outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to the reports shown on the attached Exhibit B and Pace will also provide a hard copy of the reports to Sponsor, upon request. Pace, in its sole discretion, may design additional reports, as needed.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service (“Local Share”). The Local Share shall equal the total expense of the Service (“Total Expense”) less any fare revenue from the Service less any Pace subsidy for the Service (“Pace Contribution”) less any grants for the Service and shall be calculated as follows (see Cost Estimate Worksheet attached as Exhibit C):

- (a) The Total Expense shall equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace’s outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace’s outside service provider(s) delivering the Service.
- (b) The Pace Contribution, which shall be calculated monthly on a year-to-date basis to adjust for actual vehicle Service hours and to ensure that the annual Pace Contribution is not depleted before the expiration of this Agreement, shall equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 9,784 vehicle Service hours or (2) \$344,349.
- (c) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority  
550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attention: Accounts Payable

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of Sponsor, and nothing in this Agreement shall be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees shall at all times remain employees of Pace, and Pace 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.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and Pace’s officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys’ fees, resulting from Sponsor’s intentional or negligent acts or omissions

concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

12. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

13. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

Sponsor represents and warrants that: (a) Sponsor has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Sponsor to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Sponsor with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Sponsor has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Sponsor acknowledges that Pace will not have or be subject to any liability to Sponsor resulting from the distribution to Sponsor or Sponsor's use of any information, including any information provided or made available to Sponsor or any other document or information in any form provided or made available to Sponsor, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

16. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

17. **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.

18. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

20. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

**If to Pace:**

550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attention: Executive Director  
Facsimile No.: (847) 228-4205

**If to Sponsor:**

City of Naperville  
400 S. Eagle Street  
Naperville, IL 60540  
Attention: Douglas A. Krieger

21. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

22. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

23. **Force Majeure.** A Party shall not be held liable to any other Party for damages nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

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

**PACE**

**CITY OF NAPERVILLE**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Print Name: Rocco L. Donahue

Print Name: \_\_\_\_\_

Print Title: Executive Director

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SERVICE DESCRIPTION**  
**Wheatland Township - Ride DuPage Sponsor**

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

<b>TYPE OF SERVICE</b>	Demand response <b>curb to curb</b> paratransit services will be provided for eligible riders of the Township, as a participating Sponsor in the Ride DuPage Program.
<b>SERVICE OPERATED BY</b>	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.
<b>TRIP RESERVATION METHOD</b>	Monday through Friday: <b>6:00am to 6:00pm</b> Saturday, Sunday and Holidays: <b>8:00am to 5:00pm</b>  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 TOWNSHIP to apply for subscription service.
<b>SERVICE AREA</b>	DuPage County and the surrounding areas
<b>SERVICE HOURS</b>	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.
<b>ONE-WAY FARE</b>	<b>\$2.00</b> to load vehicle and <b>\$1.00</b> for every mile thereafter  <b>Personal Care Attendant (PCA) or COMPANIONS:</b> 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.
<b>SERVICE CAPACITY</b>	Service demand dictates service capacity. Denials are not allowed for reservations made 1 to 7 days in advance.
<b>RIDER ELIGIBILITY</b>	The participating sponsors of the Ride DuPage Program or their respective designee(s) assigned shall determine rider eligibility. The TOWNSHIP as a Ride DuPage sponsor will determine the eligibility of rider(s) requesting service.
<b>RIDER REGISTRATION FOR SERVICE</b>	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

### 2021 LOCAL SHARE AGREEMENT

PROJECT: NAPERVILLE / LISLE

REVENUE	\$ 240,372
EXPENSE	\$1,437,869
DEFICIT	\$1,197,497
NFI GRANT	\$ 293,208
PACE SUBSIDY	\$ 344,349
CALL CENTER GRANT	\$ 156,212
PACE CALL CENTER SUBSIDY	\$ 39,053
LOCAL SHARE	\$ 364,675
Naperville Township	\$ 45,220
Lisle Township	\$ 83,328
Wheatland Township	\$ 41,682
City of Naperville	\$ 194,445
RIDERSHIP	42,936
VEHICLE HOURS	9,784

\*City of Naperville portion includes DuPage Township