

RESOLUTION NO. 17 - __

**A RESOLUTION APPROVING THE 2018 PACE
PARATRANSIT LOCAL SHARE AGREEMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE,
DUPAGE AND WILL COUNTIES, ILLINOIS**, in exercise of its home rule authority as follows:

SECTION 1: The Pace Paratransit Local Share Agreement between the City of Naperville and the Suburban Bud Division of the Regional Transportation Authority (RTA), attached to this Resolution, is hereby approved.

SECTION 2: The City Manager and City Clerk are directed to execute the agreement on behalf of the City.

SECTION 3: This resolution shall be in full force and effect upon its passage and approval.

ADOPTED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2017.

ATTEST:

Steve Chirico
Mayor

Pam Gallahue, Ph.D.
City Clerk

PACE PARATRANSIT LOCAL SHARE AGREEMENT
City of Naperville

This 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, 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, 2018 and ending December 31, 2018.
2. **SERVICE DESCRIPTION** - The City, in conjunction with Naperville Township, Wheatland Township and Lisle Township (all cumulatively hereinafter referenced as the "Lisle/Naperville Transportation Partners") will participate in the financial support of the transportation service described in the attached Exhibit A, known as the "Ride DuPage Program". Exhibit A is hereby incorporated and made a part of this agreement.
3. **REPORTING** - Pace may provide to the City on a monthly basis, a report with the following:
 - A. Number of one way trips.
 - B. Detailed data showing all rides summarized in "A" above. A description of the reports is outlined in Exhibit B of this Agreement.
 - C. Total miles (attributed to Ride DuPage service as outlined in Exhibit A of this Agreement).
 - D. A billing for Local Share, determined as outlined in Section 4 of this Agreement.
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 \$436,340 (hereinafter referred to as total Local Share). The City agrees to reimburse Pace monthly 52.00% of the total Local Share or \$226,897. 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 \$470,858, 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 to the ride DuPage Program for the term of this Agreement will be the lesser of 1) 75% of the actual Operating Deficit or 2) annual contribution of \$324,485.

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.

The Total Local Share is the Total Expense, as described in Section 4A, minus fares, minus the Pace Contribution.

- C. The City shall pay Pace within thirty (30) days of receiving the monthly bill for the Local Share.
- D. A Cost Estimate Worksheet containing estimated ridership, expenses, fares and Pace subsidy for Net Operating Cost and Call Center Cost is incorporated herein and attached hereto as Exhibit C.
5. **AMENDMENT** - This Agreement constitutes the entire Agreement between the parties hereto. This Agreement supercedes any other agreement between the parties for part or all of the same term herein. 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 contract can be terminated upon thirty (30) calendar days written notice by Pace or the City 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.
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 more specifically set forth by subcontracting with one or more outside providers. Pace shall require the outside service providers to arrange for the City of Naperville to be named as additional insured 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 to the City of Naperville. Thereafter, the City of Naperville shall be responsible for tracking and monitoring their additional insured status on outside service providers' auto liability policies of insurance.
9. **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.

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. **Indemnification** – Pace agrees to defend, indemnify, and hold the Client, and its officers, agents, and employees harmless for 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 Client, 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 Client agrees to provide Pace with timely notice of any such claim. In the event that Pace does not require such defense and indemnification and hold harmless of its outside contractors, Pace agrees that it shall assume responsibility for said defense and indemnification obligations. 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 Client, 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 Client to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Client, 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.
12. **Governing Law:** - This Agreement shall be construed in accordance with the laws of the State of Illinois.
13. **Notices** – all notices due to the other party shall be delivered as follows unless and until otherwise directed:

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

If to City of Naperville
City of Naperville
400 South Eagle Street
Naperville, Illinois 60540
Attn: Jennifer Loudon

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

Date: _____

Date: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

Exhibit A

TRANSPORTATION SERVICES

CITY OF NAPERVILLE

TYPE OF SERVICE	Curb to curb, demand response service
SERVICE OPERATED BY	Pace private paratransit contractors which include buses and taxis
RESERVATION DAYS & HOURS	Monday through Friday – 6:00 AM to 7:00 PM Saturday, Sunday and Holidays – 8:00 AM to 5:00 PM
RESERVATION METHOD	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. Note: Trips requested on the same day of service will be accommodated if the day's schedule allows.
REGISTRATION METHOD	Registration information is sent to the Pace call center via email and riders are registered within 5 business days.
SERVICE AREA	DuPage County and surrounding areas as mutually agreed upon by Lisle Township, Naperville Township, City of Naperville and Wheatland Township.
SERVICE DAY & 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.
HOLIDAYS	Service will operate on all holidays.
ONE-WAY FARE	\$2.00 to load the vehicle and \$1.00 for every mile.
SUBSCRIPTIONS	Subscriptions are allowed and submitted via email a minimum of 5 days in advance of the service.
COMPANIONS	One free companion is allowed.
RIDER ELIGIBILITY	Rider eligibility is determined by Lisle Township, Naperville Township, City of Naperville and Wheatland Township.

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

2018 LOCAL SHARE AGREEMENT

PROJECT: NAPERVILLE / LISLE

REVENUE	\$ 238,240
EXPENSE	\$1,368,237
DEFICIT	\$1,129,997
NFI GRANT	\$ 287,918
PACE SUBSIDY	\$ 324,485
CALL CENTER GRANT	\$ 65,003
PACE CALL CENTER SUBSIDY	\$ 16,251
LOCAL SHARE	\$ 436,340
Naperville Township	\$ 77,494
Lisle Township	\$ 92,155
Wheatland Township	\$ 39,794
City of Naperville	\$226,897
RIDERSHIP	47,730
VEHICLE HOURS	11,696