INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR PARATRANSIT LOCAL SHARE SERVICES

This AGREEMENT is entered into this 1st day of August, 2018, between the County of DuPage, a body corporate and politic (hereinafter referred to as “COUNTY”), with offices located at 421 North County Farm Road, Wheaton, Illinois, 60187 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et. seq.) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the COUNTY has requested that PACE provide paratransit service on behalf of its clients and/or constituents and/or Ride DuPage Program Sponsors.

NOW THEREFORE, the Parties hereby agree to the following:

1. SERVICE DESCRIPTION - PACE shall contract with a provider for the provision of transportation service described in the attached Exhibit A. Exhibit A is hereby incorporated and made a part of this Agreement.

2. REPORTING - PACE shall provide a monthly report to the COUNTY with the following information:

   A. Number of one-way trips.

   B. Total Vehicle service hours (attributable to provision of Dial-A-Ride service as outlined in Exhibit A of this Agreement).

   C. A billing for Local Share, determined as outlined in Section 4 of this Agreement.
3. **LOCAL SHARE FUNDING** - The COUNTY agrees to reimburse PACE monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Total Expense of the project will be the actual service cost to PACE. The Total Expense of the project will be calculated adding the Hourly Based Service Cost plus the Per Trip Based Service Cost. The Hourly Based Service Cost and the Per Trip Based Service Cost will be calculated in the following manner:

**A. For Hourly Based Service** - Hourly Based 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.

**B. For Per Trip Based Service** - 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.

3.1 The Local Share is the Total Expense less fare revenue.

3.2 The COUNTY shall pay PACE within thirty (30) days of receiving the monthly bill.

3.3 The Local Share for this agreement shall not exceed $1,092,000.00. It shall be the responsibility of the COUNTY to direct PACE to modify Exhibit A should service changes be necessary in order not to exceed the maximum Local Share.

4. **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. 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 the parties hereto.

5. **TERM** - This agreement will be in effect beginning October 1, 2019 and ending November 30, 2020, unless terminated pursuant to Paragraph 6 or at such time as PACE’s contract with the COUNTY ceases.

6. **TERMINATION** - This contract can be terminated immediately upon written notice by PACE, 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; or (3) the COUNTY fails to make payments as required by Section 4 of this Agreement.

6.1 This contract can be terminated upon sixty (60) calendar days written notice by the COUNTY.
7. **FAILURE TO PERFORM** - PACE will not be responsible for any failure to provide service due to circumstances beyond the reasonable control of 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. Pace shall contact COUNTY, pursuant to paragraph X, within twenty-four (24) hours of any failure to provide service under this Agreement with notice of the failure and a reasonable estimate of when service will resume.

8. **INDEMNIFICATION** – PACE agrees to indemnify, hold harmless and defend the County of DuPage and its affiliates, directors, officers, agents and employees in connection with the matters to which such indemnification relates against any losses, claims, suits, demands, damages, liabilities or costs to which the COUNTY may become subject arising out of its services pursuant to this Agreement, and that a court of competent jurisdiction determines to be the direct result of negligent acts or willful acts or gross negligence of the PACE. These provisions shall survive termination of this Agreement.

9. **GENERAL PROVISIONS**

   A. **Independent Contractor:** The status of PACE is that of an independent contractor and not of an agent or employee of COUNTY and, as such, PACE shall not have the right or power to enter into any contract, agreements, or any other commitments on behalf of COUNTY.

   B. **Assignment:** Neither party shall assign, directly or indirectly, any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

   C. **Description Headings:** The section headings and numbers in this Agreement have been inserted for convenience only, and if there shall be any conflict between such headings or numbers and the text of this Agreement, the text shall control.

   D. **Notices:** All notices, approvals or other communications that either party desires or is required to give to the other party under the terms of this Agreement shall be in writing and shall be considered to be properly given (i) if delivered by messenger, (ii) if mailed in the United States via certified or registered mail, postage prepaid, return receipt requested, (iii) if telefaxed, telegraphed or telecopied or (iv) if delivered by reputable express carrier, prepaid, the next business day after delivery to such carrier, addressed to such party as follows:
If to PACE, addressed as follows:

PACE
Thomas J. Ross, Executive Director
550 West Algonquin Road
Arlington Heights, IL 60005

If to COUNTY, addressed as follows:

County of DuPage
Department of Community Services
Mary A. Keating, Director
421 N. County Farm Rd.
Wheaton, IL 60187

E. **Governing Law:** This Agreement has been executed in Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect. Venue for any dispute pertaining to this Agreement shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.

F. **Attorney’s Fees:** In the event that either party shall maintain or commence any action or proceeding against the other party to enforce this Agreement or any provision thereof, the prevailing party therein shall be entitled to recover its reasonable attorney’s fees and court costs, if any, incurred in connection with such action or proceeding.

G. **No Waiver:** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver has occurred. The PACE and COUNTY shall not be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.)*.

H. **Severability:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be void or unenforceable, the remainder hereof shall survive and unenforceable provision(s) shall be reformed to form an enforceable provision(s) consistent with intent of the parties as evidenced herein.
I. **Applicable Standards:** PACE agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or other pertinent governing, accrediting, or advisory body.

A portion of the cost to be paid by the County under this Agreement will be provided through federal pass through funds in grants from the Regional Transportation Authority (the “RTA”). The availability of these funds is conditioned upon the satisfaction of certain provisions set forth in the Technical Service Agreements (the “TSAs”) by and between the County and the RTA for the project. Pace agrees to comply with the following provisions of the Technical Services Agreements Contract Number S5310-2015-03 by and between DuPage County and the RTA as they exist currently and as may be amended from time to time:

- Article VI Accomplishment of the Project(s) – sections 6.1(b) and (d)
- Article VII Pass-Through Funding Provisions
- Article VIII Project Administration & Management – sections 8.1(a), (b) and (c)
- Article IX Requisition, Payment Procedures, & Record Keeping – sections 9.2, 9.4 and 9.5
- Article XII Procurement – section 12.1 (see also paragraph below of this Agreement)
- Article XVI Independence of Recipient
- Article XIX Recipient’s Responsibility for Compliance
- Article XX Labor Law Compliance
- Article XXI Civil Rights
- Article XXII Environmental Compliance
- Article XXIII Drug Free Workplace
- Article XXIV Restrictions on Lobbying
- Article XXX Ownership of Documents/Title to Work – sections 30.2 and 30.3
- Article XXXII Privacy
- Exhibit C

Additionally, absent preaward approval from the RTA, Pace agrees to provide RTA with a copy of any solicitation issued for award of a contract that may be funded in whole or in part through this Agreement within three business days of issuance or concurrent with notice to the County. Similarly, Pace shall provide a copy of all executed contracts funded through this Agreement to the RTA within three business days of execution.
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.

COUNTY OF DUPAGE
(“COUNTY”)

SIGNED: __________________________
NAME: Mary A. Keating
TITLE: Director of Community Services
DATE: ________________

SUBURBAN BUS DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY
(“PACE”)

SIGNED: __________________________
NAME: Thomas J. Ross, Executive Director
TITLE: Executive Director
DATE: ________________
EXHIBIT A

TRANSPORTATION SERVICES
DuPage County Community Services

TYPE OF SERVICE Curb-to-Curb, Dial-A-Ride Bus and Taxi Service

SERVICE OPERATED BY Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.

TRIP RESERVATION METHOD Maximum of 7-day advance reservation and minimum of 2-hour advance reservation. Subscription service is allowable.

SERVICE AREA DuPage County and the surrounding area.

SERVICE HOURS 24 hour, 7-day a week service.

ONE-WAY FARE
- For County Paratransit - $3.00 per one-way trip
- For Senior Grant service - $0.00 per one-way trip
- For Adult Daycare - $0.00 per one-way trip
- For Health Department Service - $0.00 per one-way trip
- For Transportation to Work - $3.00 for first 5 miles and $1.00 per mile, each mile thereafter.

RIDER ELIGIBILITY
- For County Paratransit – Individuals at 125% or below of poverty level (200% if senior or disabled). All clients must be registered with DuPage County Human Services. Trips restricted to medical services and County complex only.

- For Senior Grant service – All clients must be registered through DuPage County Senior Services. Each individual trip must be approved by Senior Services.

- For Adult Daycare - All clients must be registered through DuPage County Senior Services.

- For Health Department Service - All clients must be registered through the DuPage County Health Department Crisis Unit.

- For Transportation to Work - All clients must be registered through the DuPage County Health Department, Parents’ Alliance, Ray Graham Association, Spectrum Services, or Little Friends. Trips are restricted to work trips only.