

**PARATRANSIT LOCAL SHARE AGREEMENT**  
**Downers Grove Township**

This PARATRANSIT LOCAL SHARE AGREEMENT (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (“Pace”) and Downers Grove Township, an Illinois municipal corporation, (“Sponsor”). Pace and Sponsor are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

**RECITALS**

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six county Northeastern Illinois area;

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

NOW THEREFORE, 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 will be in effect beginning on January 1, 2022. 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 will be deemed to be the date that the signing Party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service will 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 the participating Service sponsor(s).

3. **Term and Termination.** This Agreement will remain in effect through December 31, 2022 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 will contract with one or more outside service providers to provide the Service. Pace will 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 will be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of the reports shown on the attached Exhibit B. 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 will 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 will be calculated as follows (see Cost Estimate Worksheet attached as Exhibit C):

- (a) The Total Expense will equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense will be calculated by multiplying the number of vehicle Revenue hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense will be calculated on a trip-by-trip basis. The operating expense will 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, will equal the lesser of: (1) 75% of the actual Operating Deficit attributed to a maximum of 2,173 vehicle Revenue hours or (2) \$80,900.
- (c) In 2022 only, Pace will remit a one-time lump-sum subsidy check to Sponsor in the amount of \$2,988 which amount represents 15% of Sponsor's 2021 Estimated Local Share.
- (d) 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 will be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees will at all times remain employees of Pace, and Pace will 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 will 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 has 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. **Force Majeure.** A Party will 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 will promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and will 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 will not be released from liability.

11. **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)).

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

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

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

15. **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, will 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 to 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.

16. **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 will control.

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

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

19. **Assignment.** No Party will 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.

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

21. **Notice.** Any notice under this Agreement must be in writing and 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 will 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 must 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:**

Downers Grove Township  
4340 Prince Street  
Downers Grove, IL 60515  
Attention: Paul Coultrap  
Facsimile No.: 630-719-6608

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will 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 will 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.

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

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

25. **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.

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

**PACE**

By: Melinda J Metzger  
Signature  
NC-3  
Print Name: Melinda J. Metzger  
~~Rocco L. Donahue~~  
Print Title: INTERIM  
Executive Director  
Date: 1/3/2022

**DOWNERS GROVE TOWNSHIP**

By: Paul  
Signature  
Print Name: Paul Courtney  
Print Title: SUPERVISOR  
Date: 12-20-21

## Exhibit A

### TRANSPORTATION SERVICES

### DOWNERS GROVE TOWNSHIP

<b>Type of Service</b>	Demand Response Paratransit service provided curb to curb.
<b>Service Operated By</b>	Pace contracts with transportation provider(s) to provide service which is subject to this Agreement. This includes private or public transportation service providers. All providers are equipped with accessible vehicles.
<b>Trip Reservation Method</b>	Reservation Hours: Monday through Friday 7:30 a.m. to 4:00 p.m.  Reservations: Reservations shall be accepted (2) days in advance and medical trips (7) days in advanced.  Same Day: Same day trip requests may be accommodated if service capacity is available. Same day requests are not guaranteed.  Guaranteed Service: Does not apply. Service is limited to daily capacity
<b>Service Area</b>	Trips provided within Downers Grove Township and trips from Downers Grove Township to the following approved locations:  Good Samaritan Hospital and Hinsdale Hospital. Loyola Center for Health in Burr Ridge
<b>Service Hours</b>	Days and Hours of Operation: Monday through Friday 8:00 a.m. to 4:00 p.m.  Service may not operate on the following Days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day
<b>Fare Structure</b>	Each one-way fare: <ul style="list-style-type: none"><li>• \$3.00,</li><li>• Companions also pay \$3.00.</li><li>• Holidays \$5.00</li></ul> Downers Grove Township dictates the fare structure and may be subject to change.
<b>Rider Eligibility</b>	Persons with a disability and persons age 65+ who possess a RTA Reduced Fare Card, Pace or CTA Special Services Identification Card, or RTA ADA Paratransit Identification Card or letter.  Rider eligibility conducted by: Downers Grove Township  Rider registration submitted to Pace as follows: Downers Grove Township shall email client registrations to the call center.  Downers Grove Township dictates eligibility of its riders.  Data base of rider information is maintained by Pace.

# Exhibit B

## REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and be produced to generate data for the your program.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each program 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 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 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 and the local partner.

# Exhibit C

## COST ESTIMATE WORKSHEET

### 2022 LOCAL SHARE AGREEMENT

PROJECT: **DOWNERS GROVE TOWNSHIP**

REVENUE	\$ 12,983
EXPENSE	\$141,148
DEFICIT	\$128,165
PACE SUBSIDY	\$ 80,900
CALL CENTER GRANT	\$ 16,239
LOCAL SHARE	\$ 31,026
ONE-TIME LUMP SUM 2021 SUBSIDY PAYMENT	\$ 2,988
RIDERSHIP	4,212
VEHICLE HOURS	2,173