

PARATRANSIT LOCAL SHARE AGREEMENT
Downers Grove Township

This Paratransit Local Share Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and Downers Grove Township, an Illinois unit of local government (“Sponsor”).

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.

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.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local 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.

The parties agree as follows:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2023. 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, 2023 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 (“contracted outside service provider(s)”). 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 contracted 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 contracted 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 summary report containing the number of one-way trips, data for one-way trips and total miles.

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 B):

- (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 contracted 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 contracted 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 2,168 vehicle Revenue hours or (2) \$106,492.
- (c) In 2023 only, Pace will remit to Sponsor a subsidy in the amount of \$8,805 which amount represents an additional 15% of Sponsor's estimated 2022 Pace subsidy, which will be paid in 12 equal monthly installments beginning in January 2023.
- (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 venturer, 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 contracted outside service provider(s) 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 and defend 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 and defend 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 that claim and shall pay all costs and expenses incidental to that claim, 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 another party for damages nor be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement 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 those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience. 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, regulations, 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 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.** 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.

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, that 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 may 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 they are in writing and signed by the duly authorized signatory of each party.

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

If to Pace:

Pace, the Suburban Bus Division of the RTA
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

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 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.

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. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures 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.

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates stated below.

PACE

By: Melinda J Metzger
Signature

Print Name: Melinda J. Metzger

Print Title: Executive Director

Date: 12/20/2022

SPONSOR

By: Paul Co. Hays
Signature

Print Name: Paul Co. Hays

Print Title: Supervisor

Date: 12/15/22

Exhibit A

TRANSPORTATION SERVICES

DOWNERS GROVE TOWNSHIP

Type of Service Demand Response Paratransit service provided curb to curb.

Service Operated By 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.

Trip Reservation Method 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

Service Area Trips provided within Downers Grove Township and trips from Downers Grove Township to the following approved locations:

Good Samaritan Hospital
Loyola Center for Health in Burr Ridge

Service Hours 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

Fare Structure Each one-way fare:

- \$3.00,
- Companions also pay \$3.00.

Downers Grove Township dictates the fare structure and may be subject to change.

Rider Eligibility Must be 65+, or persons with permanent disability who possess an 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

COST ESTIMATE WORKSHEET

2023 LOCAL SHARE AGREEMENT

PROJECT: **DOWNERS GROVE TOWNSHIP**

REVENUE	\$ 9,983
EXPENSE	\$172,998
DEFICIT	\$163,015
PACE SUBSIDY	\$106,492
2022 ADDITIONAL MONTHLY SUBSIDY PAYMENT	\$ 8,805
CALL CENTER GRANT	\$ 16,989
LOCAL SHARE	\$ 30,729
RIDERSHIP	3,594
VEHICLE HOURS	2,168