

INTERGOVERNMENTAL AGREEMENT FOR PARATRANSIT SERVICE

This Intergovernmental Agreement for Paratransit Service (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, (Pace”) and County of DuPage, an Illinois municipal corporation, (“County”). Pace and County 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; and

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 amount themselves in any manner not prohibited by law or ordinance; and

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

WHEREAS, 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; and

WHEREAS, on January 24, 2006, the Parties entered into an Intergovernmental Agreement for the creation of a coordinated paratransit program known as Ride DuPage (“2006 IGA”); and

WHEREAS, County has requested that Pace provide paratransit service on behalf of County’s clients, constituents, and/or Ride DuPage sponsors.

NOW THEREFORE, in consideration of the foregoing Recitals, 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 December 1, 2023. If the 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 they 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”).

3. **Term and Termination.** This Agreement shall remain in effect through November 30, 2024 unless earlier terminated by:

(a) County upon 60 days’ advance written notice to Pace; or

(b) Pace upon written notice to County in the event: (1) sufficient funds have not been appropriated to cover County’s financial obligations to Pace under this

Agreement or to 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) County fails to make payments as required by Section 6 of this Agreement; or

(c) the 2006 IGA ceasing to be in full force and effect.

Termination of this Agreement pursuant to (a) shall be effective on the 60th day following Pace's receipt of County's notice. Termination pursuant to (b) shall be effective upon County's receipt of Pace's notice. Termination pursuant to (c) shall be effective upon the date that the 2006 IGA ceases to be in full force and effect.

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. Within 24 hours of any failure to provide the Service, Pace shall provide County with written notice of the circumstances for the failure and an estimate as to when the Service will be restored. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide County with electronic access to or, in the event electronic access is unavailable, a copy of a monthly report containing the number of one-way trips in connection with the Service and the total number vehicle Service hours.

6. **Funding.**

6.1 The County shall reimburse Pace monthly for the total expense incurred by Pace in providing the Service ("Total Expense") less any fare revenue from the Service ("County Reimbursement").

- (a) The Total Expense shall equal the sum of 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) County Reimbursement shall not exceed \$657,200.00. County shall be responsible for promptly submitting written Services change requests to Pace to avoid exceeding that amount.
- (c) County shall pay Pace within 30 days of receiving the monthly bill for the County Reimbursement. County 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

6.2 The PACE Contribution to the PROJECT will be limited to:

- (a) The annual PROJECT Operating Deficit, not to exceed a maximum amount of \$254,498 a onetime subsidy; and
- (b) One Hundred percent (100%) of the Ride DuPage Mobility Management/Call Center Services operating costs secured from the federal grant up to the budgeted total grant amount of \$492,097.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of County, and nothing in this Agreement shall be construed as creating any other relationship between Pace and County or between any employee or agent of Pace and County. 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 County with a copy of the certificate of insurance upon written request by County.

9. **Indemnification.** County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority ("RTA"), and their respective directors, officers, 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 County's intentional or negligent acts or omissions concerning the performance of any of County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless County and County's directors, officers, 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 another party indemnified under this Section for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a 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.

County represents and warrants that: (a) County has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by County to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to County 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) County 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, County acknowledges that Pace will not have or be subject to any liability to County resulting from the distribution to County or County's use of any information, including any information provided or made available to County or any other document or information in any form provided or made available to County, 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); or
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- (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 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:

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

Facsimile No.: (847) 228-4205

If to County:

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

Facsimile No.: (630) 407-6201

21. **Force Majeure.** A Party shall not be held liable to another Party for damages or 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 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 Agreement 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.

22. **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.

23. **Interpretation**. The word "shall" when used in this Agreement is mandatory and not permissive.

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.

26. **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

COUNTY

Signature on File

By: _____
Signature 

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: Mary A Keating

Print Title: Executive Director

Print Title: Director of Community Services

Date: 12/22/2023

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 - \$4.00 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 - \$1.50 for first 6 miles and \$1.50 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 Community 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.