

PACE PARATRANSIT LOCAL SHARE AGREEMENT
Lisle Township

This agreement is made this 14th day of June, 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 Lisle Township, an Illinois municipal corporation, hereinafter referred to as the "**Township**".

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, 2017 and ending December 31, 2017.
2. **SERVICE DESCRIPTION** - The Township, in conjunction with City of Naperville, Wheatland Township and Naperville 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 will provide to the **Township** 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 \$470,858 (hereinafter referred to as total Local Share). The Township agrees to reimburse Pace monthly 21.12% of the total Local Share or \$99,445. 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 will be the lesser of 1) 75% of the actual Operating Deficit or 2) annual contribution of \$316,571. The annual Local Share shall not exceed \$99,445.

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 **Township** shall pay Pace within thirty (30) days of receiving the monthly bill for the Local Share.

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 **Township** 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 **Township** 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 **Township** 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 Lisle Township to be named as additional insured under the outside service providers' auto liability policies of insurance with respect to claims asserted against Lisle Township 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 Lisle Township. Thereafter, Lisle Township 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 Township, and nothing in this agreement shall be construed as creating any other relationship between the Township and Pace, or between any employee or agent of Pace and the Township. 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 if the State of Illinois.
13. **Notices** – all notices due to the other party shall be delivered as follows unless and until otherwise directed:

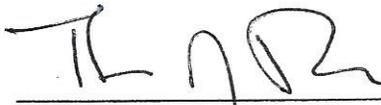
If to Pace:
Pace
550 West Algonquin road
Arlington Heights, Illinois 60005
Attn: Executive Director

If to Lisle Township
Lisle Township
4711 Indiana Avenue
Lisle, Illinois 60532
Attn: Richard J. Tarulis

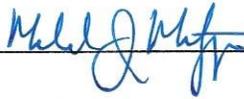
14. This Agreement has been properly authorized by Pace and Lisle Township.

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.

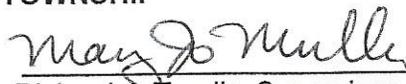
SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

PACE
By: 
NC-2 Thomas J. Ross, Executive Director

Date: 6/27/17

Attest: 

Date: 6/27/17

LISLE TOWNSHIP
By: 
~~Richard J. Tarulis, Supervisor~~
Mary Jo Mullen, Supervisor

Date: 6/14/17

Attest: 

Date: 6/19/17

Exhibit A

TRANSPORTATION SERVICES

LISLE TOWNSHIP

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.

COST ESTIMATE WORKSHEET

2017 LOCAL SHARE AGREEMENT

PROJECT: NAPERVILLE / LISLE

REVENUE	\$ 242,631
EXPENSE	\$1,399,948
DEFICIT	\$1,157,317
NFI GRANT	\$ 260,706
PACE SUBSIDY	\$ 316,571
CALL CENTER GRANT	\$ 109,182
LOCAL SHARE	\$ 470,858
Naperville Township	\$ 83,624
Lisle Township	\$ 99,445
Wheatland Township	\$ 42,942
City of Naperville	\$244,847
RIDERSHIP	46,158
VEHICLE HOURS	12,665