

2020 TRIP TRANSIT GRANT AND SERVICE AGREEMENT

This 2020 Trip and Transit Grant and Service Agreement (“Agreement”) is made by Pace, the Suburban Bus Division of the Regional Transportation Authority (hereinafter “Pace”) and Elk Grove, Hanover, Palatine, Schaumburg and Wheeling Townships (hereinafter “Townships”). Pace and Townships are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

WITNESSETH:

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

WHEREAS, Pace will provide the transportation services as hereinafter described upon the terms and conditions set forth therein;

WHEREAS Pace will fund its provision of the transportation services as hereinafter upon the terms and conditions set forth herein (hereinafter referred to as the “Pace Grant”).

NOW, THEREFORE, in consideration of the aforementioned Recitals and the mutual covenants contained herein, the Parties agree as follows:

1. **Description of Service.** Pace shall provide curb to curb Dial-A-Ride bus service (“Service”) to the Townships as described in the attached Exhibit A.
2. **Pace Grant.** Pace shall fund its provision of the Service in an amount not to exceed \$250,000.
3. **Calculation of Monthly Invoice.** Pace shall provide a monthly report to the Townships to give an accounting of the Pace Grant funds expended.

The monthly report shall be based on service costs calculated using actual costs to provide the services less revenue received. The Townships will be responsible for paying all Service costs after the Pace Grant of \$250,000 is expended.

4. **Term and Termination.** This Agreement is effective January 1, 2020, through December 31, 2020 unless earlier terminated by a Party upon 60 days advance written notice to the other Parties.

5. **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 Townships with a copy of the certificate of insurance upon written request by Townships.

6. **Indemnification.** Townships 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 Township's intentional or negligent acts or omissions concerning the performance of any of Townships obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Township's and Township'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 shall 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 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.

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of Townships, and nothing in this Agreement shall be construed as creating any other relationship between the Townships and Pace, or between any employee or agent of Pace and the Townships. 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.

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

9. **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.

10. **Compliance with Laws.** Parties must comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.

11. **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 be remain in full force and effect.

12. **Entire Agreement and Non-reliance.** This Agreement, including the 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.

Townships represents and warrants that: (a) Townships has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Townships to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Townships 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) Townships 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, Townships acknowledges that Pace will not have or be subject to any liability to Townships resulting from the distribution to Townships or Municipality's use of any information, including any information provided or made available to Townships or any other document or information in any form provided or made available to Municipality, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

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

14. **Survival.** Any provision of this Agreement that imposes an obligation after termination of this Agreement shall be deemed to survive termination of this Agreement.

15. **Assignment.** Pace shall not 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.

16. **Authority.** Pace and Townships represent and warrant that their duly authorized representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace and Townships to the terms of this Agreement.

17. **Amendments.** No changes, amendments, or modifications of this Agreement shall be valid unless in writing and signed by the duly authorized official of each Party.

18. **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);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) 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 Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as a Party may from time to time specify in writing to the other Parties:

Pace

550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Executive Director

Wheeling Township
1616 N. Arlington Heights Rd.
Arlington Heights, IL 60004
Attn: Township Supervisor

Hanover Township
250 S. Rte. 59
Bartlett, IL 60103
Attn: Township Supervisor

Schaumburg Township
1 Illinois Blvd.
Hoffman Estates, IL 60129
Attn: Township Supervisor

Elk Grove Township
2400 S. Arlington Heights Rd.
Arlington Heights, IL 60005
Attn: Township Supervisor

Palatine Township
7215 S. Quentin Road, Ste. 101
Palatine, IL 60067
Attn: Township Supervisor

19. **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 Cook County, Illinois for any dispute arising out of or related to this Agreement.

Exhibit A

Service Description

TYPE OF SERVICE	Curb to Curb Dial-A-Ride Bus Service
SERVICE OPERATED BY	Pace will contract with a transportation provider (the “Contractor”) to provide the service, which is the subject of this Agreement.
RESERVATION DAYS & HOURS	Monday through Friday – 9:00 AM to 2:00 PM
RESERVATION METHOD	Reservations shall be accepted at the Pace call center by way of email (cookcounty@pacebus.com) a maximum of seven (7) days in advance and a minimum of two (2) days in advance of the day of service. Note: Friday reservations are for Tuesday service.
REGISTRATION METHOD	All riders register through the Township. Registration information is sent by the Township to the designated Pace email address (cookcounty@pacebus.com). Eligible riders are registered with the transportation provider within five (5) business days.
SERVICE AREA	<p>TRIP provides transportation to eligible riders to medical facilities within Palatine, Wheeling, Hanover, Schaumburg and Elk Grove Townships. In addition, transportation is provided to the following designated locations outside of the five (5) Townships:</p> <ol style="list-style-type: none">1. University of Illinois Medical Center;2. Jesse Brown VA Medical Center;3. Edward Hines VA Hospital;4. Lovell Federal Healthcare Center;5. John Stroger Cook County Hospital;6. Rush Medical Center;7. Northwestern Hospital;8. ARA South Barrington Dialysis Center; and9. Good Shepherd Hospital in Barrington.10. Loyola Hospital11. Social Security Offices within the partner Townships or adjacent Townships12. VA Facility, Hoffman Estates13. Dialysis Center, 3150 W. Higgins, Hoffman Estates14. Wheaton Eye Clinic 2015 N. Main St, Wheaton
SERVICE DAY & HOURS	<p>Monday through Friday – 5:00 AM to 9:00 PM Saturday – 5:00 AM to 4:00 PM</p> <p>Note: Whenever possible, pick-up times are negotiated in order to optimize the service efficiency.</p>
HOLIDAYS	<p>Service will <u>not</u> operate on following holidays:</p> <ul style="list-style-type: none">• New Year’s Day• Memorial Day• Independence Day• Labor Day• Thanksgiving Day• Christmas Day
ONE-WAY FARE	<p>Trips within the Township \$5.00 Trips across Townships \$10.00 Note: The maximum fare per trip per rider is \$10.00</p>
SUBSCRIPTIONS	Subscriptions are allowed per the approval of the Township. Subscriptions are submitted by way of email (cookcounty@pacebus.com) a minimum of five (5) days in advance of service.
COMPANIONS	One (1) free companion is allowed per eligible passenger.


RIDER ELIGIBILITY

Rider eligibility is determined by the Townships Registered riders are seniors who are 60 years and older or persons with disabilities who are 18 years or older.

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

Pace

Wheeling Township

By: 
Title: EXECUTIVE DIRECTOR
Date: 3/18/20

By: _____
Title: _____
Date: _____

Schaumburg Township

Hanover Township

Pace

Wheeling Township


By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Elk Grove Township

Palatine Township

Pace

By: 
Title: Supervisor
Date: March 10, 2020

By: _____
Title: _____
Date: _____