

INTERGOVERNMENTAL AGREEMENT
**BETWEEN THE COUNTY OF LAKE, ILLINOIS AND PACE THE SUBURBAN
BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY FOR
THE LAKE COUNTY NORTHWEST DEMONSTRATION PROJECT**

THIS AGREEMENT is entered into this ____ day of _____, 2011, between the County of Lake a body corporate and politic acting by and through its Division of Transportation (hereinafter referred to as “COUNTY”), with offices located at 600 West Winchester Road, Libertyville, Illinois, 60048 and the Suburban Bus Division of the Regional Transportation Authority, a municipal corporation created by Sections 1.04 and 3A.01 of the Regional Transportation Authority Act (70 ILCS 3615/1.04, 3A.01), with offices located at 550 West Algonquin Road, Arlington Heights, Illinois 60005 (hereinafter referred to as “PACE”).

RECITALS

WHEREAS, the COUNTY and PACE are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, the Lake County Coordinated Transportation Services Committee, hereinafter LCCTSC, which is group of government, non-profit agency, and citizen representatives that have been working to improve paratransit services in Lake County, has asked the COUNTY to apply to the Regional Transportation Authority, hereinafter the RTA, for funds for the Lake County Northwest Demonstration Project to expand the hours of paratransit service in Antioch, Avon, Grant and Lake Villa townships in Lake County, and to act as administrator and fiscal agent for said demonstration project. Said Lake County Northwest Demonstration Project shall hereinafter be referred to as the PROJECT; and

WHEREAS, the COUNTY has applied for funding, and agrees to serve as the administrator and fiscal agent for the PROJECT; and

WHEREAS, the RTA, has committed federal funds through a grant secured through the New Freedom Program for the PROJECT; and

WHEREAS, the COUNTY finds it necessary and desirable to contract for the services of a Coordinator of the PROJECT (hereinafter referred to as Coordinator) who

shall be responsible for the operation of the PROJECT; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise required of a Coordinator as described herein, and is willing to provide the functions required of Coordinator; and

WHEREAS, the COUNTY and PACE desire to enter into this AGREEMENT for the purpose of establishing PACE as Coordinator and compensating PACE for its time and expertise in operating and implementing the PROJECT; and

WHEREAS, PACE and the COUNTY are desirous to enter into an agreement for the purpose of identifying the cost sharing responsibilities and implementing the PROJECT; and

WHEREAS, the COUNTY and PACE wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of Paratransit services to Lake County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the current Sponsors participating in the PROJECT are Antioch Township, Grant Township, Lake Villa Township and Avon Township, and

WHEREAS, the LCCTSC has designated a Steering Committee for the PROJECT consisting of the Supervisors of the aforementioned four townships and one representative each from two not-for-profit human service agencies as hereinafter stipulated; and

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1.0 INCORPORATION OF RECITALS AND CONSTRUCTION.

- 1.1 The foregoing recitals are hereby incorporated by reference as though fully set forth herein.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 PACE shall operate the PROJECT for the provision of Paratransit services

to residents of the heretofore mentioned four townships in Lake County who are determined to be eligible and registered for the services.

- 2.2 PACE shall give due consideration to the recommendations and policies of the COUNTY in implementing and operating the PROJECT.
- 2.3 PACE shall implement paratransit service as described in **Exhibit A Description of Service** attached hereto and made a part hereof.

3.0 DEFINITIONS.

For the purposes of this AGREEMENT, the following definitions shall apply:

- 3.1 Paratransit service means the provision of demand responsive transportation by a carrier.
- 3.2 Carrier or Contractor means a public or private entity providing passenger transportation on a regular and continuing basis.
- 3.3 Eligible Rider means any person who registers and is deemed eligible by one of the Sponsors for participation in the PROJECT.
- 3.4 Sponsor means a unit of local government or an agency that will participate in the PROJECT providing Paratransit services to its Eligible Riders.
- 3.5 Eligible trip means Paratransit transportation taken by Eligible Riders to destinations that are approved by the Sponsors and are acceptable to the COUNTY and PACE.
- 3.6 Administrative policies and/or procedures refer to policies and procedures required to operate the PROJECT day-to-day operations, including, but not limited to- dispatching, scheduling, reporting and billing as indicated later in this AGREEMENT, and other policies and procedures which may be required to operate said PROJECT.
- 3.7 Steering Committee means the Supervisors of Antioch, Avon, Grant and Lake Villa townships, one person representing the Countryside Association for People with Disabilities and one person representing the Lake County Center for Independent Living.

4.0 FUNDING.

- 4.1 The COUNTY Share of the PROJECT Operating Cost shall be the Total Operating Expense minus fare revenue, minus the Pace contribution.
- 4.2 Pace shall bill the COUNTY on a monthly basis for the COUNTY Share of the PROJECT Operating Cost of service and a portion of the Mobility Management Cost.
- 4.3 The COUNTY shall pay PACE for services rendered in accordance with the requirements of this AGREEMENT.
- 4.4 PACE shall submit its invoices for services rendered in accordance with the requirements of this AGREEMENT. Each invoice shall summarize the service delivered performed, shall be submitted in a format mutually agreed to by the COUNTY and PACE, and shall request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this AGREEMENT shall be subject to review by the COUNTY. Invoices billed by PACE for services to operate the PROJECT shall be reimbursed to PACE at the rates agreed to in the contracts with carriers.
- 4.5 Upon receipt, review and approval of properly documented invoices, for the PROJECT, the COUNTY shall pay, or cause to be paid, to PACE the amounts invoiced. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this AGREEMENT, final payment shall be made to PACE, within thirty days of receipt of billing. Payment shall be sent to:

Pace Suburban Bus Service
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounting Department

5.0 DELIVERABLES.

PACE shall provide the COUNTY, on or before the expiration of this AGREEMENT, or promptly after notice of termination, the deliverables specified in Paragraph 7.0 of this AGREEMENT.

6.0 RELATIONSHIP OF THE COUNTY, PACE, PROJECT SPONSORS, AND

THE LCCTSC

- 6.1 PACE shall review and consider the administrative policies developed and recommended for the PROJECT by the Steering Committee. However, any administrative policies recommended by said Steering Committee shall be subject to approval and adoption by the COUNTY and PACE.
- 6.2 The COUNTY shall be responsible for the implementation and oversight of the administrative policies that have been reviewed, approved, and adopted by COUNTY and PACE.
- 6.3 The COUNTY shall be responsible for the execution and maintenance of any necessary agreements with the PROJECT Sponsors desiring to provide transportation services for their clients or riders as described in Exhibit A and Exhibit B through the PROJECT and adherence to PROJECT policies and procedures as determined by the COUNTY and PACE.
- 6.4 PACE shall review and consider service parameters developed and recommended for the PROJECT by the various Sponsors, including but not limited to, service boundaries, Eligible Riders, charges for fares, days and hours of service for each Sponsor's service, and dispute resolution of issues related to Eligible Rider compliance with guidelines for usage. However, any service parameters developed by the PROJECT Sponsors shall be subject to approval and adoption by the COUNTY and PACE.
- 6.5 PACE may contract with other Carriers for the delivery of transportation services and central call center services. Said carriers shall be subcontractors responsible to PACE.
- 6.6 PACE shall review and consider any service standards developed by the Steering Committee. However, PACE shall, while allowing for sponsor-specific service standards, work in cooperation with the COUNTY to, as much as possible, establish consistent service standards applicable to the entire the PROJECT, subject to the approval of the COUNTY.
- 6.7 PACE shall have the right to make minor revisions to the service standards upon written notification to, and concurrence by, the COUNTY.

7.0 PACE'S RESPONSIBILITIES.

- 7.1 PACE shall be responsible for performance of the day-to-day operations of the PROJECT and shall enter into contracts with Carriers as subcontractors for the delivery of Paratransit services and scheduling and dispatch services for the Dispatch Center. PACE shall provide the

COUNTY a copy of all contracts with Carriers as related to the PROJECT.

- 7.2 PACE shall be responsible for the submission of invoices to the COUNTY and a monthly report outlining specific information relative to the cost of services related to the operation and management of the PROJECT that have been provided by PACE directly or through carriers and subcontractors.
- 7.3 PACE shall cooperate with the COUNTY and agrees to consider incorporation of alternative revenue sources.
- 7.4 Within the approved budget, PACE agrees to maintain appropriate PACE employee, carrier, and subcontractor staffing levels to perform all necessary operating and administrative functions.
- 7.5 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for Pace funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the COUNTY.
- 7.6 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 7.7 Within forty-five (45) days following the end of each month, PACE shall supply the COUNTY with data relative to the quantity, quality, and cost of services provided by PACE and its subcontractors.
- 7.8 PACE shall provide a standardized monthly report to the COUNTY as described in **Exhibit C**.
- 7.10 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.
- 7.11 PACE shall be responsible for requiring that all vehicle operators of Carriers providing services pursuant to this AGREEMENT possess an Illinois license appropriate to the vehicle being operated and all vehicle operators must meet the minimum requirements as mandated by Federal regulations, the State of Illinois and all applicable laws or regulations of governmental bodies having jurisdiction over the Contractor's operations and vehicles. PACE and all Carriers shall agree that any and all licenses as may be required by State or local governmental and/or regulating authorities shall be maintained in good standing annually.

8.0 COUNTY'S RESPONSIBILITIES.

Subject to the funding limitations of this AGREEMENT, and in accordance with Paragraph 4.0 of this AGREEMENT, the COUNTY agrees to reimburse PACE for any reasonable administrative and operating costs in connection with the operation of the PROJECT that it may incur in fulfilling its obligations pursuant to this AGREEMENT. Such costs shall include, but not be limited to, operating, administrative, and costs incurred by Pace to administer, manage, and operate the PROJECT Demand Response Services over and above the normal costs associated with operating current Pace funded services in Lake County subject to prior approval by the COUNTY.

9.0 FORCE MAJEURE.

Neither party hereto shall be deemed to be in default or to have breached any provision of this AGREEMENT as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

10.0 MISCELLANEOUS.

- 10.1 Upon request, the COUNTY shall be entitled to have access to the records maintained by PACE with respect to this AGREEMENT only.
- 10.2 Any failure of either the COUNTY or PACE to strictly enforce any term, right or condition of this AGREEMENT shall not be construed as a waiver of such term, right or condition.

11.0 GOVERNMENT REGULATIONS.

The COUNTY and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter be in force, pertaining to this AGREEMENT and the PROJECT.

12.0 INDEMNIFICATION.

PACE shall indemnify, hold harmless, and defend the COUNTY or any of Its officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the negligence of Pace, its officers, agents, and employees in the performance of this AGREEMENT to the fullest extent PACE is so authorized under the law, provided, however, that PACE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful acts or omissions by COUNTY officials, employees, agents, contractors, subcontractors or personnel. PACE shall require each of its subcontractors to name PACE and the COUNTY as additional insured parties on said subcontractor's liability insurance policy. Further, PACE shall require that its subcontractors indemnify, defend and hold harmless PACE and the COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence of such subcontractor.

13.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

This AGREEMENT may be amended or modified only by written instrument signed by both the COUNTY and PACE.

14.0 ENTIRE AGREEMENT.

This AGREEMENT represents the entire agreement between the COUNTY and PACE and supercedes all prior negotiations, representations or agreements, either written or oral.

15.0 AGREEMENT BINDING.

This AGREEMENT shall be binding upon the parties and their respective transferees, successors, and assigns.

16.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

Any notice required by the provisions of this AGREEMENT shall be mailed to:

Pace Suburban Bus
550 West Algonquin Road
Arlington Heights, IL 60005
Attn: Thomas J. Ross
Cc: Melinda J. Metzger

Lake County Division of
Transportation
600 West Winchester Road,
Libertyville, Illinois, 60048
Attn: Martin G. Buehler, P.E.

17.0 PERIODIC REVIEW.

PACE and the COUNTY agree that periodically, but not less than semi-annually, this AGREEMENT shall be subject to review by the parties.

18.0 SEVERABILITY.

The invalidity or enforceability of any of the provisions of this AGREEMENT shall not affect the validity or enforceability of the remainder of this AGREEMENT.

19.0 GOVERNING LAW.

This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance.

20.0 TERM OF THIS AGREEMENT.

20.1 The term of this AGREEMENT shall begin January 1, 2012 and shall continue in full force and effect through December 31, 2012 and is subject to amendment pursuant to Paragraph 13.0 until one of the following events occurs: (a) this AGREEMENT is superceded by a subsequent Agreement; or (b) this AGREEMENT is terminated by one of the parties as provided herein at Paragraph 22.0.

20.2 The COUNTY shall not be liable for, and shall not pay PACE for, any work completed after this AGREEMENT'S expiration or termination.

21.0 NON-DISCRIMINATION.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, specifically

including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted projects of the Department of Transportation.

22.0. TERMINATION.

Either party may terminate this AGREEMENT upon providing sixty (60) days' written notice to the other party.

23.0. THE PARTIES AGREE.

The parties agree that the preamble and whereas clauses are terms of this agreement as though fully set forth hereunder.

24.0. DELEGATED AUTHORITY.

This delegated authority for the COUNTY has duly approved this agreement.

25.0. PACE BOARD AUTHORITY.

This agreement has been properly authorized by the Pace Board of Directors.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date indicated above by their duly authorized representatives.

COUNTY of LAKE

PACE

Martin G. Buehler, P.E.

Thomas J. Ross

Title: Director of Transportation/County Engineer

Title: Executive Director

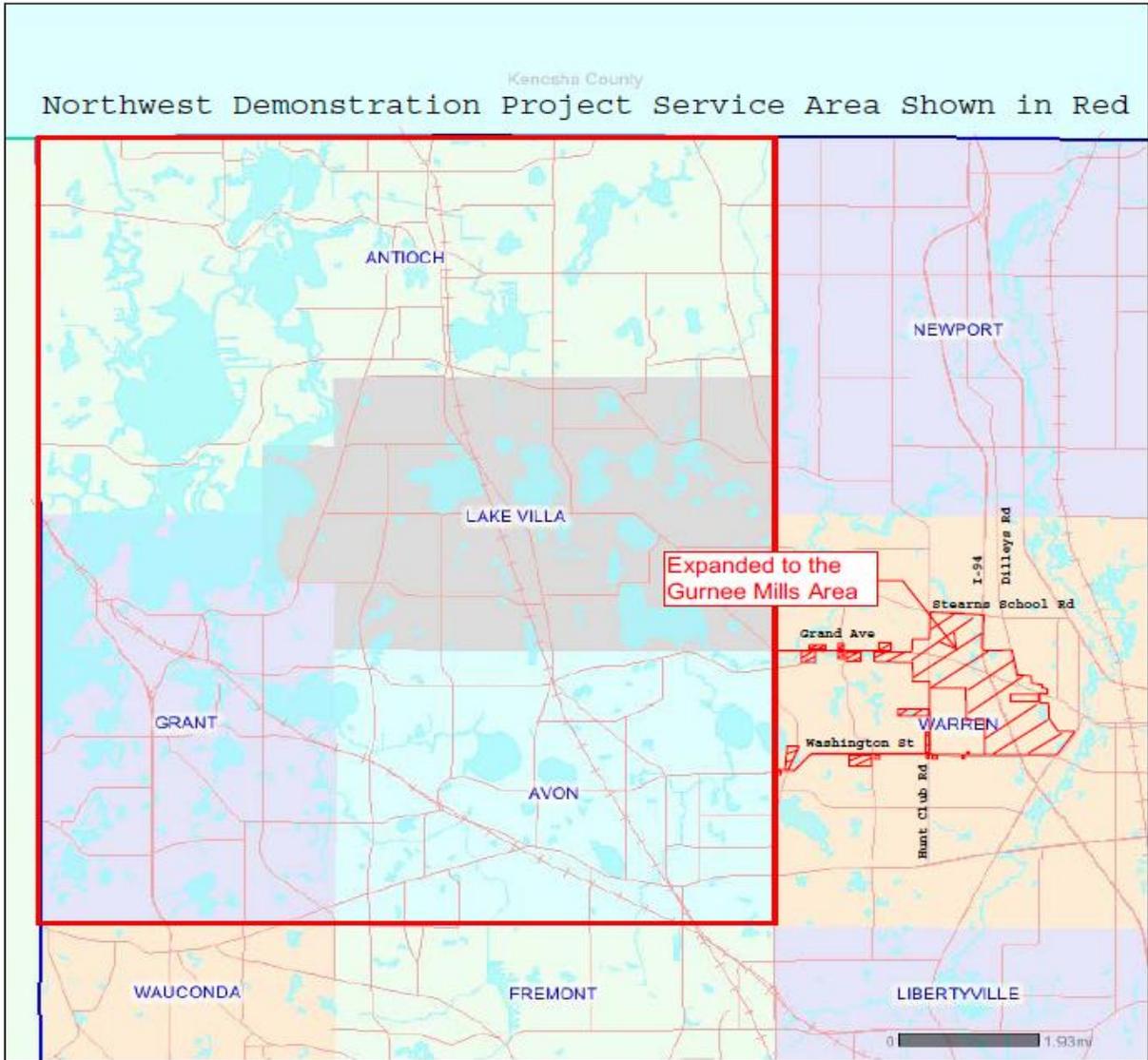
Date: _____

Date: _____

EXHIBIT A
SERVICE DESCRIPTION
LAKE COUNTY NORTHWEST DEMONSTRATION PROJECT

TYPE OF SERVICE	Demand response curb to curb paratransit services. Three accessible paratransit buses will be added to existing Dial A Ride (DAR) services to accommodate expansion.
SERVICE OPERATED BY	Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement. Private and or Public Paratransit Bus operators
TRIP RESERVATION METHOD	Monday through Friday 6:00am to 7:00pm . Sunday 8:00am to 5:00pm Phone reservations are taken one (1) day in advance. Passengers may make seven (7) day advance reservations for work and medical appointments only. Guaranteed trip for NFI participant: Participant must make reservation one day in advance by 12:00 noon Monday thru Friday to be guaranteed a trip. General public requests may be accommodated if capacity is available. Subscription service is allowable, as defined by Pace Suburban Bus. Subscription are subject to approval by the COUNTY.
SERVICE AREA	Trip shall originate in Antioch Township, Grant Township, Lake Villa Township and Avon Township. Residents of the four Northwest Townships may travel to commercial/retail locations in the Gurnee Mills area in an effort to connect people with jobs. See Exhibit B Map for service boundaries. The three buses shall be added to the current Northwest Lake DAR service when not operating in the above described service.
SERVICE HOURS	5:30AM to 6:45PM Monday through Friday The first scheduled pick-up time for the NW Demonstration DAR is 5:30am and the last scheduled pick-up time is 6:45pm Except for the following holidays on the days observed: New Years Day, Memorial Day, 4 th of July, Labor Day, Thanksgiving Day and Christmas Day.
ONE-WAY FARE	\$2.00 Flat Fare for Disabled and Senior passengers. Seniors are defined as passengers age 65 and over. \$4.00 Flat Fare for General Public COMPANIONS: Companions pay full fare. Companions limited to vehicle capacity. This includes children of all ages <i>Fare tickets may be provided and reimbursed by project sponsors.</i>
RIDER ELIGIBILITY	The participating sponsors of Antioch Township, Grant Township, Lake Villa Township and Avon Township or designee(s) assigned shall determine rider eligibility. Programs eligible: NFI; Other as determined by sponsors
RIDER REGISTRATION FOR SERVICE	The participating sponsors shall submit registration forms to Pace through a designated e-mail box. Pace shall enter registrations within three to five business days. Pace shall maintain a database of registered riders. Riders must be registered for service.

EXHIBIT B SERVICE AREA MAPS





LakeCounty
Geographic Information System

Lake County Division of Transportation
600 W Winchester Rd
Libertyville IL 60048
(847) 377-7400

Map Printed on 9/30/2010



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- Major Roads
- Railroads
- Major Water
- Parishes
- Townships

Disclaimer: This map is for general information purposes only. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

EXHIBIT C

Report(s) Description

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Lake County Northwest Demonstration Project

1. Detailed Funding Source (Sponsor) Report

The intent of this report is to produce a detailed listing of one-way trips delivered for each Lake County Northwest Demonstration Project 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.

Plans call for the report 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 Lake County Northwest Demonstration Project 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 Lake County Northwest Demonstration Project 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 Lake County.