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RESOLUTION NO. R-93-07

**A RESOLUTION APPROVING A LOCAL SHARE AGREEMENT
FOR A CONNECTOR BUS ROUTE (ROUTE 714)
LINKING THE CITY OF WHEATON WITH THE CITY OF NAPERVILLE
WITH DIRECT SERVICE TO THE COLLEGE OF DUPAGE**

WHEREAS, Pace Route 714, the College of DuPage Connector bus service, links the City of Wheaton with the City of Naperville, with direct service to the College of DuPage, and

WHEREAS, the cost to operate Pace Route 714 is estimated to be \$752,550 from October 10, 2007 to October 10, 2008 and Pace has been recommended to receive a federal Congestion Mitigation Air Quality ("CMAQ") grant that will fund 80% of that cost so long as a twenty percent (20%) local match is guaranteed, and

WHEREAS, Pace is unable to guarantee the 20% local match required (\$150,510) due to the uncertainty in regional transit funding, and in order to maintain operation of Route 714 services beyond October 10, 2007, is requesting that the City of Wheaton – in partnership with DuPage County and the City of Naperville – provide a one-time, limited local match guarantee in its stead. Pace intends to cover the local match if additional funding becomes available, and

WHEREAS, Pace is requesting that the City guarantee a portion of the total local match requirement, in an amount not to exceed \$48,000.

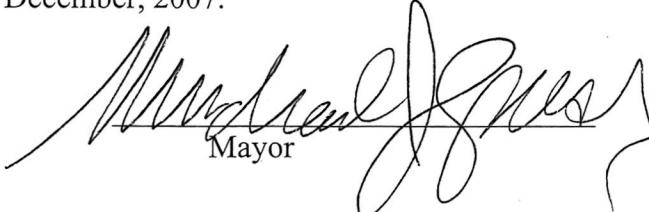
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHEATON, DUPAGE COUNTY, ILLINOIS, in exercise of its home rule authority as follows:

SECTION 1: The City hereby guarantees payment to Pace of \$48,000, a portion of the local share match of the \$150,510 CMAQ grant to Pace, for the College of DuPage Connector bus service (Route 714).

SECTION 2: The City Manager and City Clerk are hereby authorized to execute the Agreement attached to this Resolution as Exhibit A.

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

ADOPTED this 17th day of December, 2007.



Michael J. Buss
Mayor

Attest:



Emily M. Donahue
City Clerk

Roll Call Vote:

Ayes: Councilman Prendiville
 Councilman Suess
 Councilwoman Corry
 Councilman Johnson
 Councilman Levine
 Mayor Gresk
 Councilman Mouhelis

Nays: None

Absent: None

Motion Carried Unanimously

ROUTE 714 COLLEGE OF DUPAGE NAPERVILLE – WHEATON CONNECTOR

This Agreement made this 17th day of December, 2007, between the Suburban Bus Division of the Regional Transportation Authority, (hereinafter called "Pace"), The City of Naperville (hereinafter referred to as the "Naperville") and the City of Wheaton (hereinafter referred to as "Wheaton") and the County of DuPage (hereinafter referred to as "DuPage County").

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01, *et seq.*) for the purpose of providing public transportation in the six county Northeastern Illinois area; and

WHEREAS, Pace is the recipient of a CMAQ grant for the purpose of funding bus service that connects Naperville to Wheaton with direct service to the College of DuPage;

WHEREAS, the annual operating cost for the project is estimated at \$ 752,551.38 and Naperville, Wheaton and DuPage County agree to be responsible for 20% of the operating cost as more fully described herein; and

WHEREAS, Pace agrees to provide the bus service as described in Exhibit A attached hereto.

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

1. **Description of Service:** Pace agrees to provide bus service (hereinafter "Service") to connect Naperville to Wheaton with direct service to the College of DuPage pursuant to the route schedule attached hereto as Exhibit A.

The Service shall operate Monday through Friday from 6:20am to 10:43pm approximately as follows:

- (a) Every 30 minutes during morning peak from 6:30am to 9:30am and evening peak from 4:30pm to 7:00pm.
- (b) Every 60 minutes during off peak hours in the mid-day and evening.

Service shall not be provided on Saturdays, Sundays and holidays.

The base fare to ride the service will be \$1.50 each way, subject to change as provided in Paragraph 8:

2. **Payment Rate:**

The total annual operating cost for said Service is estimated to be \$ 752,551.38. Naperville, Wheaton and DuPage County agree to pay 20% of the annual operating cost to Pace in the amount of \$ 150,510.28 in a monthly basis apportioned as follows:

(a) City of Wheaton	31.90%	\$48,000.00 /yr	\$4,000.00/mo
(b) City of Naperville	34.05%	\$51,255.14 /yr	\$4,271.26/mo
(c) DuPage County	34.05%	\$51,255.14 /yr	\$4,271.26/mo

Pace will track the amount of farebox revenue collected through operation of the Service and will deduct the appropriate amount from the invoice to Naperville, Wheaton and DuPage County according to the following rate: 34.05% of the farebox revenue to DuPage County, 34.05% to the City of Naperville and 31.90% of the farebox revenue to the City of Wheaton.

Pace shall invoice Naperville, Wheaton and DuPage County on a monthly basis for their proportionate share of the operating costs minus their proportionate share of the farebox revenue. However, service provided in October, November and December, 2007 shall be invoiced in January, 2008. Payment shall be due within thirty days from receipt of the invoice.

3. Term: The term of this Agreement is October 12, 2007 to October 10, 2008.
4. Service Provision: Pace shall not be responsible for any failure to provide the service due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore service as soon as practical under the circumstances.
5. Minor Revisions: The Parties hereto may agree to make minor revisions to the Service provided and minor adjustments in fares during the term of this Agreement. Written concurrence of such minor revisions and adjustments shall be obtained by an individual designated by each Party hereto. Any revisions or adjustments which require a public hearing shall not be considered minor for the purposes of this paragraph.
6. Termination of Service: Any party may terminate this Agreement with sixty (60) days advance written notice to all parties.
7. Binding Agreement: This Agreement supersedes any and all prior agreements for the specified routes between the parties, whether written or oral, and shall be binding upon the parties.
8. Authority: Pace, Naperville, Wheaton and DuPage County represent and warrant that their representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace, Naperville, Wheaton and DuPage County to the terms of this Agreement.
9. Complete Agreement: This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to Pace for its prior approval. No modification, addition or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party. Any changes in service description, payment rates or passes shall be reflected in a revised exhibit, attached hereto, reduced to writing, and signed by both parties.
10. All notices due to the other party shall be delivered to the address indicated below:

Pace 550 W. Algonquin Road Arlington Heights, IL 60005 Attn: Executive Director	City of Naperville 400 South Eagle Street Naperville, IL 60566-7020 Attn: Karen Robles	DuPage County 421 N. County Farm Rd Wheaton, IL 60187 Attn: Mark Avery
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City of Wheaton
303 Wesley Street
Wheaton, IL 60189

Attn: Mayor Gresk

11. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois.
12. Independent Relationship: Pace is an independent contractor and not an employee, agent, joint venturer, or partner of Naperville, Wheaton or DuPage County, and nothing in this Agreement shall be construed as creating any other relationship between Naperville, Wheaton or DuPage County or Pace, or between any employee or agent of Pace and Naperville, Wheaton or DuPage County. 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.
13. Defend, Indemnify and Hold Harmless: Pace agrees to defend, indemnify, and hold harmless Naperville, Wheaton and DuPage County for claims, damages, losses and costs for property damage or personal injury to the extent caused by the negligent acts or omissions by Pace in providing transportation services under this Agreement, or if services are provided through or by an outside contractor, Pace agrees to require the contractor to defend, indemnify and hold harmless Naperville, Wheaton and DuPage County for claims, damages, losses, and costs for property damage or personal injury to the extent caused by the negligent acts or omissions by said contractor in providing transportation services under this Agreement, provided that Naperville, Wheaton or DuPage County gives timely notice to Pace of any such claim.
14. Survival: The provisions contained in paragraph 13 shall survive the termination or expiration of this Agreement.
15. Insurance: Pace shall add Naperville, Wheaton and DuPage County as an additional insured for the provision of Service as described in this Agreement and will require that any outside contractor who provides the Service add the Naperville, Wheaton and DuPage County as an additional insured.
16. 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 the parties and the invalid or unenforceable provision(s), clause(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 provision(s), clause(s) or sentence(s) were omitted. The provisions of this paragraph shall survive the termination of this Agreement for any reason.
17. Counterparts: This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective as of the date set forth above and executed by their duly authorized officials.

PACE

By: _____
Printed Name: Thomas J. Ross
Title: Executive Director

Dated: _____

DuPage County

By: _____
Printed Name: _____
Title: _____

Dated: _____

City of Naperville

By: _____
Printed Name: _____
Title: _____

Dated: _____

City of Wheaton

By: *Michael J. Gross*
Printed Name: MICHAEL J. GROSS
Title: MAYOR

Dated: *12/19/07*

ROUTE 714

College of DuPage - Naperville - Wheaton Connector



WEEKDAY NORTHBOUND

10	9	8	7	6	4	5	3	2	1	
EDWARD HOSPITAL MARTIN/BROM	NAPERVILLE BN STATION ARRIVE	NAPERVILLE BN STATION DEPART	NAPERVILLE / OGDEN	BUTTERFIELD / NAPERVILLE	NAPERVILLE RD / EAST LOOP DR	COLLEGE OF DUPAGE W. CAMPUS	COLLEGE OF DUPAGE INSTRUCTIONAL CENTER	ROOSEVELT/ LORRAINE	PRESIDENT/ CRESCENT	WHEATON METRA STATION
6:20am	6:30am	6:37am	6:46am	6:53am	6:56am	7:01am	7:05am	7:10am	7:14am	7:20am
7:05	7:15	7:17	7:26	7:33	7:36	7:41	7:45	7:50	7:54	8:00
7:30	7:40	7:42	7:51	7:58	8:01	8:06	8:10	8:15	8:19	8:25
8:07	8:17	8:20	8:29	8:36	8:39	8:44	8:48	8:53	8:57	9:03
8:35	8:45	8:47	8:56	9:03	9:06	9:11	9:15	9:20	9:24	9:30
9:08	9:18	9:20	9:29	9:36	9:39	9:44	9:48	-	-	-
9:40	9:50	9:52	10:00	10:04	10:07	10:11	10:15	10:20	10:23	10:28
10:10	10:20	10:22	10:29	10:34	10:37	10:41	10:45	-	-	-
10:40	10:50	10:52	10:59	11:04	11:07	11:11	11:15	11:20	11:23	11:28
11:40	11:50	11:52	11:59	12:04pm	12:07pm	12:11pm	12:15pm	12:20pm	12:23pm	12:28pm
12:40pm	12:50pm	12:52pm	12:59pm	1:04	1:07	1:11	1:15	1:20	1:23	1:28
1:40	1:50	1:52	1:59	2:04	2:07	2:11	2:15	2:20	2:23	2:28
2:40	2:50	2:52	2:59	3:04	3:07	3:11	3:15	3:20	3:24	3:28
3:40	3:50	3:57	4:06	4:13	4:16	4:21	4:25	4:30	4:34	4:40
-	-	-	-	-	-	5:01	5:05	5:10	5:14	5:20
4:45	4:55	4:57	5:06	5:13	5:16	5:21	5:25	5:30	5:34	5:40
5:17	5:27	5:29	5:38	5:45	5:48	5:53	5:57	6:02	6:06	6:12
5:50	6:00	6:02	6:11	6:18	6:21	6:26	6:30	6:35	6:38	6:45
6:30	6:40	6:47	6:56	7:01	7:04	7:09	7:13	7:18	7:22	7:27
7:30	7:40	7:45	7:52	7:57	8:01	8:06	8:10	8:15	8:18	8:23
8:30	8:40	8:45	8:52	8:57	9:01	9:06	9:10	9:15	9:18	9:23
9:30	9:40	9:45	9:52	9:57	10:01	10:06	10:10	10:15	10:18	10:23

WEEKDAY SOUTHBOUND

1	2	3	4	5	6	7	8	9	10	
WHEATON METRA STATION	PRESIDENT/ CRESCENT	ROOSEVELT/ LORRAINE	COLLEGE OF DUPAGE W. CAMPUS	COLLEGE OF DUPAGE INSTRUCTIONAL CENTER	NAPERVILLE RD / EAST LOOP DR	BUTTERFIELD / NAPERVILLE	NAPERVILLE / OGDEN	NAPERVILLE BN STATION ARRIVE	NAPERVILLE BN STATION DEPART	EDWARD HOSPITAL MARTIN/BROM
-	-	-	-	-	-	-	-	7:09am	7:17am	7:20am
7:05am	7:11am	7:15am	7:21am	7:25am	7:33am	7:37am	7:44	7:52	7:57	8:07
7:32	7:38	7:42	7:46	7:50	7:58	8:02	8:09	8:17	8:20	8:30
8:07	8:13	8:17	8:21	8:25	8:33	8:37	8:44	8:52	8:55	9:05
8:32	8:38	8:42	8:46	8:50	8:58	9:02	9:09	9:17	9:20	9:30
9:07	9:13	9:17	9:21	9:25	9:33	9:37	9:44	9:52	9:55	10:05
9:36	9:42	9:46	9:50	9:54	10:02	10:06	10:11	10:18	10:22	10:32
10:46	10:51	10:55	11:01	11:05	11:12	11:16	11:21	11:28	11:32	11:40
11:46	11:51	11:55	12:01pm	12:05pm	12:12pm	12:16pm	12:21pm	12:28pm	12:32pm	12:40pm
12:46pm	12:51pm	12:55pm	1:01	1:05	1:12	1:16	1:21	1:28	1:32	1:40
1:46	1:51	1:55	2:01	2:05	2:12	2:16	2:21	2:28	2:32	2:40
2:41	2:46	2:51	2:56	3:00	3:07	3:11	3:18	3:24	3:30	3:40
3:41	3:47	3:51	3:56	4:00	4:08	4:12	4:20	4:28	4:31	4:41
-	-	-	4:29	4:33	4:41	4:45	4:52	5:00	5:05	5:15
4:45	4:51	4:55	5:01	5:05	5:13	5:17	5:24	5:32	5:35	5:45
5:20	5:26	5:30	5:36	5:40	5:47	5:51	5:59	6:07	6:10	6:20
5:45	5:51	5:55	6:01	6:05	6:13	6:17	6:24	6:32	6:35	6:45
6:20	6:26	6:30	6:36	6:40	6:47	6:52	6:59	7:07	7:10	7:20
6:50	6:55	7:00	7:04	7:08	7:16	7:20	7:27	7:35	7:37	7:47
7:33	7:38	7:42	7:44	7:48	7:55	7:59	8:04	8:11	8:15	8:25
8:33	8:38	8:42	8:44	8:48	8:55	8:59	9:04	9:11	9:15	9:25
9:33	9:38	9:42	*10:01	10:05	10:12	10:15	10:21	10:28	10:33	10:43

No Service on Saturday, Sundays or Holidays.

*Bus arrives at 9:44pm.

112907rp

