

RESOLUTION R-03-09

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AMONG MILTON TOWNSHIP, THE VILLAGE OF GLEN ELLYN AND THE CITY OF WHEATON TO ESTABLISH THE MILTON/GLEN ELLYN/WHEATON RIDE DUPAGE PARTNERS

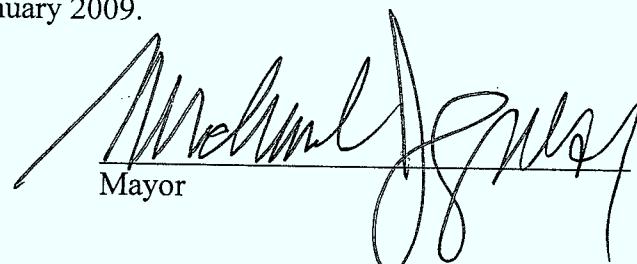
WHEREAS, the County of DuPage has established a program, in cooperation with the Suburban Bus Division of the Regional Transportation Authority (PACE), entitled "Ride DuPage," to provide transportation for seniors, persons with disabilities and others with mobility limitations living within funding sponsor jurisdictions within the County; and

WHEREAS, Milton Township has entered into a Pace Paratransit Local Share Agreement with PACE for the Ride DuPage Program; and

WHEREAS, Milton Township, the Village of Glen Ellyn and the City of Wheaton desire to cooperate in making available to their senior citizens, persons with disabilities and others with mobility limitations within their respective jurisdictions seamless accessibility to the services of Ride DuPage by becoming funding sponsors; and

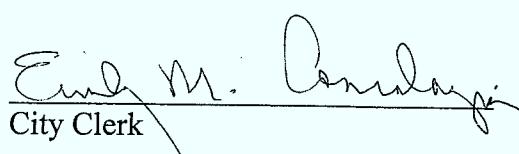
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an Intergovernmental Agreement among the City of Wheaton, Milton Township, and the Village of Glen Ellyn to establish the Milton/Glen Ellyn/Wheaton Ride DuPage Partners.

ADOPTED this 5<sup>th</sup> day of January 2009.



Michael J. Gresk  
Mayor

ATTEST:



Emily M. Corry  
City Clerk

Ayes:

Roll Call Vote:  
Councilwoman Corry  
Councilman Johnson  
Councilman Levine  
Mayor Gresk

Councilman Mouhelis  
Councilman Prendiville  
Councilman Suess

Nays: None  
Absent: None

Motion Carried Unanimously

Adopted: January 5, 2009

Published: January 6, 2009

INTERGOVERNMENTAL AGREEMENT AMONG MILTON TOWNSHIP, THE  
VILLAGE OF GLEN ELLYN AND THE CITY OF WHEATON TO ESTABLISH  
THE MILTON/GLEN ELLYN/WHEATON RIDE DUPAGE PARTNERS

This Agreement is entered into this 5<sup>th</sup> day of January, 2009 among the Township of Milton (hereafter referred to as TOWNSHIP), the Village of Glen Ellyn (hereafter referred to as GLEN ELLYN), and the City of Wheaton, (hereafter referred to as WHEATON) to establish the MILTON/GLEN ELLYN/WHEATON RIDE DUPAGE PARTNERS, hereinafter referred to collectively as the "PARTNERS."

WHEREAS, the County of DuPage, State of Illinois, a body corporate and politic (hereafter referred to as COUNTY), has established a program, in cooperation with the Suburban Bus Division of the Regional Transportation Authority (PACE), entitled "Ride DuPage", to provide transportation for seniors and persons with disabilities and others with mobility limitations living within funding sponsor jurisdictions within the COUNTY, utilizing paratransit buses and taxi services; and

WHEREAS the COUNTY has an agreement with PACE wherein PACE serves as the coordinator of Ride DuPage and manages the day-to-day operations of that program; and

WHEREAS WHEATON has heretofore participated in the Pilot II Program to assist with transportation within its jurisdiction of persons with disabilities and others with mobility limitations using that program's vouchers; and

WHEREAS GLEN ELLYN has heretofore participated as a sponsor of Ride DuPage within its jurisdiction; and

WHEREAS the TOWNSHIP has heretofore operated, through PACE, its "Dial-A-Ride" service throughout its jurisdiction, utilizing paratransit buses and receiving from PACE a subsidy for such service consisting in calendar year 2009 of the lesser of 75% of the *operating deficit* of "Dial-A-Ride", or \$151,186; and

WHEREAS the PARTNERS wish to cooperate in making available to their senior citizens, persons with disabilities and others with mobility limitations within their respective jurisdictions seamless accessibility to the services of Ride DuPage by becoming funding sponsors; and

WHEREAS it is the intent of the PARTNERS to make the greatest use of the TOWNSHIP's Pace subsidy to assist in funding the Ride DuPage Program within their jurisdictions; and

WHEREAS, the TOWNSHIP has entered into a *Pace Paratransit Local Share Agreement* with the Suburban Bus Division of the Regional Transportation Authority (PACE) for the Ride DuPage Program; and

WHEREAS, the TOWNSHIP, GLEN ELLYN, and WHEATON are each authorized to enter into this agreement pursuant to the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW THEREFORE, inconsideration of the premises and covenants contained herein, the Parties agree that:

1. RESPONSIBILITIES OF PARTNERS

- a. The PARTNERS shall jointly become funding sponsors of the Ride DuPage Program pursuant to the terms of this intergovernmental agreement.
- b. The TOWNSHIP will share the PACE subsidy with GLEN ELLYN and WHEATON as follows: The TOWNSHIP will be primarily responsible to pay for the cost of funding Ride DuPage pursuant to the terms of the *Pace Paratransit Local Share Agreement*. A copy of said agreement is attached as Exhibit "A" and incorporated herein by this reference. After the application of the Pace subsidy, GLEN ELLYN and WHEATON shall pay to TOWNSHIP the remaining portion of their share of the cost as more fully explained below.
- c. The PARTNERS have mutually prepared Exhibit "B" entitled, "*Ride DuPage - Transportation Service*," which is attached hereto and incorporated by this reference. The TOWNSHIP agrees to incorporate said Exhibit "B" into its *Pace Paratransit Local Share Agreement* with Pace. From time to time, as provided for in this Agreement, Exhibit "B" may be amended by the PARTNERS and the TOWNSHIP agrees to request PACE to likewise amend the *Pace Paratransit Local Share Agreement*.
- d. The TOWNSHIP will forward to GLEN ELLYN and WHEATON copies of the report(s) it receives from Pace as described in Exhibit "A" upon receipt.
- e. The TOWNSHIP shall generate invoices to GLEN ELLYN and WHEATON based upon a review of services allocated and the percent of mileage based on rider residency in accordance with the corporate limits of GLEN ELLYN and WHEATON as determined by the Milton Township Assessor's database and a list of individuals that the PARTNERS has determined to be eligible to receive Ride DuPage services. It is the intent of the parties that WHEATON and GLEN ELLYN will be responsible for riders residing within their corporate limits and

TOWNSHIP will be responsible for riders residing within Milton Township but outside of the corporate limits of the other PARTNERS.

- f. The TOWNSHIP shall utilize funds received from GLEN ELLYN and WHEATON solely for reimbursement to Pace for the Local Share incurred in operating the service described in Exhibit "B".
- g. The PARTNERS will participate in the financial support of the transportation services as outlined above and estimated in Exhibit "C". Exhibit "C" is attached hereto and incorporated herein and provides an estimated first year participation which will be reviewed and adjusted annually to reflect actual experience.
- h. The PARTNERS agree to semi-annually or upon request of any Partner review and approve Exhibit "B" which includes the establishment of rider eligibility criteria, passenger fare, days and hours of service, and geographic areas.
- i. Each member of the PARTNERS agrees to administer and manage the registration of eligible riders within their jurisdiction. In addition, each member agrees to monitor and review the reports submitted by Pace.
- j. GLEN ELLYN and WHEATON shall pay TOWNSHIP within thirty (30) days of receipt of invoice from TOWNSHIP.

## 2. NOTICES REQUIRED UNDER THIS AGREEMENT

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

Milton Township	Village of Glen Ellyn	City of Wheaton
1492 N. Main St.	493 Forest Avenue	303 W. Wesley Street, Box 727
Wheaton, IL 60187	Glen Ellyn, IL 60137	Wheaton, IL 60189
Attn: Chris Heidorn	Attn: Jodi Hefler,	Attn: City Clerk

## 3. SEVERABILITY

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

## 4. INDEMNIFICATION

The PARTNERS agree that each shall indemnify the others for any claims, damages, losses and costs for property damage or personal injury arising out of the negligence of that PARTNER.

## 5. AMENDMENT OR MODIFICATION TO THIS AGREEMENT

During the term of this intergovernmental agreement, the Parties hereto may make minor revisions to the services provided and fares. Such revisions shall be in writing and agreed to by all PARTNERS.

## 6. GOVERNING LAW

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

## 7. TERMINATION

Any party may terminate this agreement upon providing sixty (60) days' written notice to the other parties. Upon termination, the terminating Party shall, nonetheless, be obligated for its proportional share of payments up until the date upon which a final invoice can be sent by the TOWNSHIP.

## 8. FORCE MAJEURE

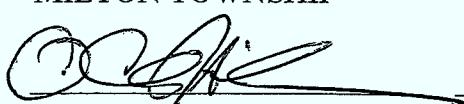
No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party. FORCE MAJEURE shall also include a situation in which MILTON TOWNSHIP does not receive contractual due payments from PACE.

## 9. ENTIRE AGREEMENT

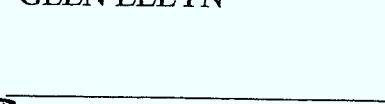
This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral.

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

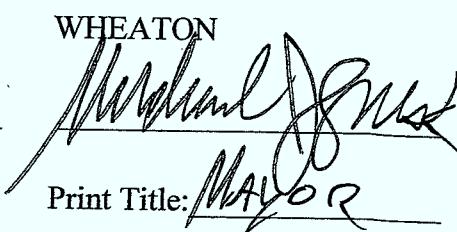
MILTON TOWNSHIP



GLEN ELLYN



WHEATON



Print Title: Township Supervisor Print Title: \_\_\_\_\_

Print Title: Mayor \_\_\_\_\_

Date: 12-18-08

Date: \_\_\_\_\_

Date: 11-11-09

List of Exhibits

Exhibit "A" - *Pace Paratransit Local Share Agreement* with MILTON TOWNSHIP  
(Includes the transportation service descriptions, report descriptions, and cost estimates)

Exhibit "B" - *Ride DuPage - Transportation Services* (description of services, fares and rider eligibility)

Exhibit "C" - *Ride DuPage Cost Estimate Worksheet* for Milton/Glen Ellyn/Wheaton  
Ride DuPage Partners

## EXHIBIT "A"

### PACE PARATRANSIT LOCAL SHARE AGREEMENT Milton Township

This agreement is made this 18<sup>th</sup> day of December, 2008 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 Milton 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, 2009 and ending December 31, 2009.
2. **Service Description** - The Township will participate in the financial support of the transportation service known as Ride DuPage and described in the attached Exhibit A. Exhibits A and B are hereby incorporated and made a part of this Agreement.
3. **Reporting** - Pace shall provide to Township the reports described in Exhibit B including a monthly report with the following:
  - A. Number of one-way trips.
  - B. Detailed data showing all rides summarized in (a) above.
  - C. Total Vehicle service hours (attributed to Ride DuPage service as outlined in Exhibit A of this Amendment).
  - D. A billing for local share, determined as outlined in Section 4 of this Agreement.
4. **Local Share Funding** - The Township agrees to reimburse Pace monthly for the Local Share incurred in operating the service described in Exhibit A of this Agreement. The Local Share will be calculated in the following manner:
  - 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 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 \$151,186. 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 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.

## EXHIBIT "A"

5. **Amendment** - This Agreement constitutes the entire Agreement between the parties hereto. 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. For purposes of this Agreement, "minor service changes" include, but are not necessarily limited to, changes in the service schedule or origins/destinations.

6. **Termination** - This contract can be terminated upon thirty (30) calendar days written notice by Pace, if: 1) sufficient funds have not been appropriated to cover the estimated requirements by Pace or by 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) the Township fails to make payments as required by Section 4 of this agreement. This contract can be terminated upon thirty (30) calendar days written notice by Township, if Pace has materially failed to perform its obligations under this Agreement or if 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 Milton Township to be named as additional insured under the outside service providers' auto liability policies of insurance with respect to claims asserted against Milton 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 Milton Township. Thereafter, Milton Township shall be responsible for tracking and monitoring their additional insured status on outside service providers' auto liability policies of insurance. The foregoing provisions of this paragraph shall not extend to taxi providers. Pace shall cause Township to be named as Additional Insured on Pace's excess insurance policies on the Ride DuPage taxi providers.

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: LLR

Date: 12-18-08

Attest: Beth Bruce

Date: 12-18-08

MILTON TOWNSHIP

By: OCR

Date: 12-18-08

Attest: Paul D. Hensel

Date: 12-18-08

## **EXHIBIT "A"**

### **Exhibit A – Ride DuPage TRANSPORTATION SERVICES**

#### **MILTON TOWNSHIP**

<b>TYPE OF SERVICE</b>	Demand Response Service. Service levels will not exceed limits dictated by funding levels stipulated in the agreement.
<b>SERVICE OPERATED BY</b>	Contractors including: Private Paratransit providers, Taxi Cab Companies; Other Qualified Providers of Transportation services.
<b>CENTRAL CALL CENTER</b>	Private Contractor
<b>TRIP RESERVATION METHOD</b>	<p>Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace.</p> <p>Trips which previously were provided as subscriptions will continue to be provided as subscriptions, as defined and approved by Pace.</p> <p>Trips reserved a day in advance are guaranteed. Same day service may be honored to the extent that the request can be accommodated within the framework of the day's schedule.</p>
<b>SERVICE MODE</b>	A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.
<b>SERVICE AREA</b>	Trips shall be provided within DuPage County and the surrounding RTA six (6) county areas.
<b>SERVICE HOURS</b>	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
<b>FARE STRUCTURE</b>	Milton Township or designee(s) assigned by Milton Township shall determine the initial fare structure and shall notify PACE of said initial fare structure upon execution of this Amendment; from time to time Milton Township or designee(s) assigned by Milton Township may revise or change the fare structure and shall notify PACE not less than 30 days prior to the effective date of any changes or revisions.
<b>RIDER ELIGIBILITY</b>	Milton Township or designee(s) assigned by Milton Township shall determine rider eligibility and provide the information on eligible riders to Pace.

**EXHIBIT "A"****EXHIBIT B**  
**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 Ride DuPage 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 Ride DuPage 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.

The report shall have the ability 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**

## **EXHIBIT "A"**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride DuPage 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 Ride DuPage 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, DuPage County, and with the input of the IAPCC.

## EXHIBIT B-Ride DuPage

### Transportation Services

#### MILTON/GLEN ELLYN/WHEATON RIDE DUPAGE PARTNERS

<b>Type of Service:</b>	Demand Response Service. Service levels will not exceed limits dictated by funding levels stipulated in the agreement.
<b>Transportation Service Operated By:</b>	Contractors including: Private Para-transit providers, Taxi Cab Companies; Other Qualified Providers of Transportation services all under contract with PACE Suburban Bus.
<b>Central Call Center:</b>	Private Contractor under contract with PACE Suburban Bus.
<b>Trip Reservation Method:</b>	<p>Reservations shall be accepted at the PACE central call Center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by PACE.</p> <p>Trips which previously were provided as subscriptions will continue to be provided as subscriptions, as defined and approved by Pace.</p> <p>Trips requested with less than one day advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. All Trip requests having at least one day notice from the desired pick up time shall be accommodated.</p>
<b>Service Mode:</b>	A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.
<b>Service Area:</b>	Trips shall be provided within DuPage County and the surrounding RTA six (6) county area, as mutually agreed upon by <u>MILTON TOWNSHIP, GLEN ELLYN, WHEATON</u> . Trip origination or destination must be a location <u>within</u> DuPage County.
<b>Service Hours:</b>	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
<b>Fare Structure:</b>	\$1.00 Flag Pull plus \$1.00 per mile; fares will be calculated each $\frac{1}{2}$ mile.
<b>Rider Eligibility:</b>	Senior Citizen age 65 and over, RTA Reduced Fare Pass for Persons with Disabilities, and Residents of City of Wheaton, Village of Glen Ellyn, and Milton Township. The <u>MILTON/GLEN ELLYN/WHEATON PARTNERS</u> shall provide the information on eligible riders to PACE.

**Exhibit "C"**

**RIDE DUPAGE  
COST ESTIMATE WORKSHEET**

**2008 LOCAL SHARE AGREEMENT  
STANDARD RIDE DUPAGE PROGRAM**

**Project Sponsor(s):** Milton Township / Village of Glen Ellyn / City of Wheaton

**Projected Revenue:** \$68,836

**Projected Expense:** \$290,488

**Projected Deficit:** \$221,652

**Pace Subsidy:** \$151,186

<b>Total Local Share:</b>	<u>\$70,466</u>
Milton Township	\$19,308
Village of Glen Ellyn*	\$19,730
City of Wheaton*	\$31,428

\* As defined by the corporate limits as determined by the Milton Township Assessor's Office.