

RESOLUTION R-77-10

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF NAPERVILLE, NAPERVILLE TOWNSHIP, LISLE TOWNSHIP, NAPERVILLE PARK DISTRICT, THE VILLAGE OF GLEN ELLYN, MILTON TOWNSHIP AND THE CITY OF WHEATON TO ESTABLISH THE RIDE DUPAGE to WORK PARTNERS

WHEREAS, the City of Naperville on behalf of Naperville Township, Lisle Township, Naperville Park District, the Village of Glen Ellyn, Milton Township, and the City of Wheaton (Ride DuPage to Work Partners) requested and were awarded a grant for the Ride DuPage to Work Program from the RTA through the Federal Transit Administration Section 5316 Job Access Reverse Commute ("JARC"); and

WHEREAS, the City of Naperville (on behalf of the Ride DuPage to Work Partners) has entered into an agreement with the RTA for the JARC grant funding to provide funding assistance for fifty percent (50%) of the costs of transportation services incurred by each Partner through the Ride DuPage to Work program from June 1, 2010 through May 31, 2012; and

WHEREAS, City of Naperville, Naperville Township, Lisle Township, Naperville Park District, the Village of Glen Ellyn, Milton Township, 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 to Work; and

WHEREAS, the City of Naperville will serve as Administrator to coordinate reimbursement of fifty percent (50%) of the each Partner's total monthly payment to Pace for the Ride DuPage to Work Program.

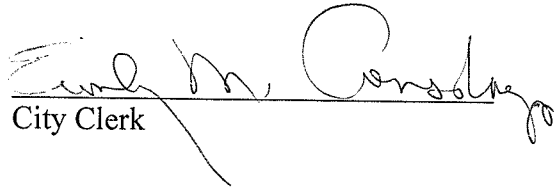
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the City Manager is authorized to execute an Intergovernmental Agreement between the City of Wheaton, the City of Naperville, Naperville Township, Lisle Township, Naperville Park District, the Village of Glen Ellyn, and , Milton Township to establish the Ride DuPage to Work Partners.

ADOPTED this 20th day of December 2010.



Mayor

ATTEST:



City Clerk

Roll Call Vote:

Ayes: Councilman Sues
Councilman Levine
Councilman Mouhelis
Mayor Gresk
Councilman Prendiville
Councilman Scalzo

Nays: None
Absent: Councilwoman Corry

Motion Carried Unanimously

**JOB ACCESS REVERSE COMMUTE ("JARC")
INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
FOR RIDE DUPAGE TO WORK**

THIS AGREEMENT is entered into this 21st day of December, 2010, between the City of Naperville, Naperville Township, Lisle Township, Naperville Park District, Village of Glen Ellyn, City of Wheaton, and Milton Township, (hereinafter individually referred to as "Partner" or "Party", or cumulatively referred to as "Parties", "Partners" or "Ride DuPage to Work Partners").

RECITALS

WHEREAS, the Ride DuPage to Work Partners are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Ride DuPage to Work Program, a component of the Ride DuPage, Program, provides transportation services to and from work at a reduced fare for senior citizens (65 and over) and persons with disabilities, as defined by the Regional Transportation Authority (hereinafter "RTA"); and

WHEREAS, effective June 1, 2010 the Suburban Bus Division of the Regional Transportation Authority (hereinafter "Pace") ceased to act as the grant administrator for the RTA funding which supported the Ride DuPage to Work Program, though Pace continues to provide transportation services, monthly data, and invoices for the Program; and

WHEREAS, the Ride DuPage to Work Partners have determined that it is in their best interests to cooperate so that the Ride DuPage to Work Program can continue to be provided in each of their communities; and

WHEREAS, effective June 1, 2010, on behalf of the Ride DuPage to Work Partners, the City of Naperville has agreed to assume the responsibilities of grant administrator (hereinafter "Administrator", "City of Naperville", or "City") for the RTA funding which supports the Ride DuPage to Work Program, subject to the provisions set forth herein; and

WHEREAS, on behalf of the Ride DuPage to Work Partners, the City of Naperville requested and was awarded a grant for the Ride DuPage to Work Program from the RTA through the Federal Transit Administration Section 5316 Job Access Reverse Commute ("JARC") in the amount of \$371,059.00. This grant will facilitate continuation of a reduced fare structure for participants of the Ride DuPage to Work Program and provide financial assistance to the Ride DuPage to Work Partners from June 1, 2010 through May 31, 2012.

WHEREAS, the City of Naperville (on behalf of the Ride DuPage to Work Partners) has entered into an agreement (hereinafter "Technical Services Agreement") with the RTA for the JARC grant funding to provide funding assistance for fifty percent (50%) of the costs of transportation services incurred by each Partner through the Ride DuPage to Work program from June 1, 2010 through May 31, 2012.

WHEREAS, each Partner shall Pace pay 100% of the costs of Ride DuPage to Work Program based on ridership, while fifty percent of that payment will be reimbursed and distributed to the Partners by the City of Naperville, utilizing funding provided by the JARC grant through the Technical Services Agreement.

WHEREAS, the RTA granted the City of Naperville, on behalf of the Ride DuPage to Work Partners, pre-award authority effective June 1, 2010 to begin incurring project expenses and to receive reimbursement for the Ride DuPage to Work Program in advance of finalization of the Partner Agreements; and

WHEREAS, it is in the Parties' best interests to clarify their respective rights and responsibilities hereunder.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the Parties agree that:

1.0 RECITALS INCORPORATED.

1.1 The foregoing Recitals are incorporated herein by reference as thoughtfully set forth herein.

2.0 TERM OF THIS AGREEMENT.

2.1 Unless terminated sooner in accordance with Section 9 of this Agreement, this Agreement shall be in effect from June 1, 2010 through May 31, 2012.

2.1.1 This Agreement may be extended past May 31, 2012 by agreement of some, or all, of the Partners subject to availability of funding for the Ride DuPage to Work Program. Such extension may be approved by a letter of commitment submitted by an authorized representative of each Partner without formal amendment of this Agreement so long as the City of Naperville, as Administrator, determines that such extension is recommended and feasible.

3.0 SERVICE DESCRIPTION.

3.1 The Ride DuPage to Work Partners shall participate in the Ride DuPage to Work Program described on Exhibit A attached hereto and incorporated herein. The Ride DuPage to Work Partners are funding partners and do not provide equipment or facilities to the Ride DuPage program.

3.2 Each Ride DuPage to Work Partner will have a separate Ride DuPage Service Agreement with Pace which will include a component for the Ride to Work Program described herein.

3.3 As set forth in the Recitals, in order to receive the JARC grant funding described herein, the City of Naperville will serve as Administrator to coordinate reimbursement of fifty percent (50%) of each Partner's total monthly payment to Pace for the Ride DuPage to Work Program as provided herein.

4.0 BILLING AND REIMBURSEMENT.

4.1 Each Ride DuPage to Work Partner will be responsible for paying Pace one hundred percent (100%) of its monthly costs, which is based on monthly ridership, upon receipt of a monthly Ride DuPage to Work invoice from Pace. Each Partner will be solely responsible for the payment(s) described above. No Partner shall be responsible for another Partner's payment obligations for the Ride DuPage to Work Program unless agreed to in writing through a separate agreement.

4.2 Each Partner shall promptly send the City of Naperville a copy of every monthly invoice from Pace for the Ride DuPage to Work Program. Said invoice shall reflect the one hundred percent (100%) payment made to Pace, and the fifty percent amount to be reimbursed through the JARC grant. At the same time that the Partner provides the City with the Pace invoices described above, each Partner shall also provide the City with supporting documentation, including but not limited to ridership data, as determined to be appropriate by the City.

4.3 The City of Naperville will maintain and update a collective tracking sheet for each of the Ride DuPage to Work Partners indicating the number of trips, the 100% payment, and the 50% reimbursement. The total reimbursement to the Ride DuPage to Work Partners over the two year grant period shall not exceed a total of \$371,059.00 cumulatively, as to all Partners.

The City of Naperville will submit a requisition form to the RTA, along with supporting documents, requesting reimbursement for Ride DuPage to Work trips that are eligible for reimbursement for each Partner. The eligible trips for each Ride DuPage to Work Partner will be determined by taking 50% of the total monthly invoice from Pace for the Ride DuPage to Work Program.

The City of Naperville will accept the total monthly reimbursement from the RTA on behalf of the Ride DuPage to Work Partners, and provide each Partner with reimbursement for their eligible trips within thirty (30) days of receipt of the funds from the RTA. In the event that a reimbursement request submitted by the City as set forth in Section 4.3 above on behalf of any Partner is either not received from the RTA, or is not approved by the RTA, for any reason, the City shall not be liable or responsible for such payment as set forth in Section 6 below.

4.4 Prior to receiving reimbursement hereunder, each Partner will provide the City of Naperville with a Tax ID number and a completed W-9 form so that the

City can establish an account for transfer of reimbursement funds from the City to the Partner.

5.0 REPORTS.

5.1 The City shall provide quarterly JARC grant usage updates to each Partner, including, but not limited to: ridership, total monthly invoices, and total grant funding amount expended for each Partner.

6.0 PARTIES' RESPONSIBILITIES.

6.1 Each Partner shall comply with all federal, state, local and other laws, rules, regulations and Circulars of any kind, including, but not limited to, those referenced in the Technical Services Agreement attached hereto as Exhibit B and incorporated herein in its entirety, including, but not limited to the Certifications and Assurances set forth in Exhibit C thereto. In the event that any federal or state, governmental law, regulations or requirements change, and the changed law, regulations, or requirements will affect or apply to this Agreement, or the services to be provided hereunder, such change shall automatically apply to the Ride DuPage to Work Program and/or each Partner hereto. *See* also Section 7.2 of the Technical Services Agreement attached hereto as Exhibit B.

6.2 The requirements applicable to the City of Naperville as Administrator of the JARC grant under the Technical Services Agreement shall be equally applicable to each Partner to the extent that such requirements pertain to implementation of each Partner's participation in the Ride DuPage to Work Program, including without limitation, the Records Retention requirements set forth in Section 9.4 and the provisions in Section 9.5 thereof entitled "Audits".

6.3 Except as described in Section 6.4 below, each Partner shall be jointly and severally liable for any liability arising out of or resulting from the Technical Services Agreement for the Ride DuPage to Work Program, including, without limitation, Section 15.1 thereof, and shall further be jointly and severally liable for any other cost, penalty, remedy or obligation arising or resulting from said Technical Services Agreement, or arising or resulting from any action taken by the Federal Transit Administration associated with the Technical Services Agreement or any aspect of implementation of the JARC grant for the Ride DuPage to Work Program, including but not limited to attorneys' fees and cost.

6.4 In the event that the RTA claims reimbursement or refunds due pursuant to the provisions of the Technical Services Agreement, including without limitation Section 5.3, each Ride DuPage to Work Partner shall promptly share in the return of funds to the extent that they were originally reimbursed by the City.

6.5 As required in Section 2.2 of the Technical Services Agreement, each Partner acknowledges that if it makes a false, fictitious, or fraudulent claim,

statement, submission, or certification to the United States or State of Illinois in connection with the Ride DuPage to Work Program, they reserve the right to impose the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.

6.6 The City of Naperville shall have the right to modify the reimbursement procedure described herein upon written notification to each Partner. The City of Naperville may also request any Partner to provide documentation to support 100% payment to Pace as provided herein. Each Partner shall be responsible to promptly respond to such request by providing the requested information and documentation within fourteen (14) days of such request.

6.7 In the event that a reimbursement request submitted by the City hereunder on behalf of any Partner is either not received from the RTA, or is not approved by the RTA, for any reason, the City shall not be liable for such payment to the Partners herein and the Partners hereby agree to release and hold the City of Naperville, and its officers, agents and employees harmless from any claim of any kind for such payment, or for any claim associated with such payment.

6.8 In consideration of the City of Naperville assuming the responsibility of acting as grant Administrator herein, the remaining Partners agree to defend, indemnify, and hold harmless the City of Naperville, and its officers, agents and employees, for any claims, judgments liability, demands, actions and causes of action of any kind arising out of the City's performance as grant Administrator.

6.9 The provisions of this Section 6 shall survive the expiration or termination of this Agreement.

7.0 ENTIRE AGREEMENT.

7.1 This Agreement represents the entire agreement between the parties with respect to the Ride DuPage to Work program, and supersedes all previous communications or understandings whether oral or written.

8.0 AUTHORITY TO ADMINISTER THE AGREEMENT.

8.1 The Transportation and Planning Services Team Leader for the City of Naperville, or his or her designee, shall have complete authority to transmit instructions, receive information, and administer the work covered by this Agreement and send any notices required by this Agreement under their respective signatures.

9.0 **AMENDMENT, MODIFICATION, OR TERMINATION OF THIS AGREEMENT.**

9.1 Except as provided in 2.1.1 above, no modification or amendment to this Agreement shall be effective until approved by the Partners in writing.

9.2 This Agreement may be terminated at any time, for any reason, by any Partner hereto upon thirty (30) days written notice to all other Partners. A terminating Partner shall be responsible for all responsibilities and obligations accruing hereunder prior to termination and for all provisions which survive expiration or termination of this Agreement.

9.3 In the event that the RTA ceases funding under the Technical Services Agreement, or in the event that the Federal Transit Administration fails to allocate sufficient funds to the RTA for the JARC grant funding program that provides reimbursement for eligible trips taken through the Ride DuPage to Work Program, this Agreement may be terminated as provided herein. A terminating Partner shall be responsible for all responsibilities and obligations accruing hereunder prior to termination and for all provisions which survive expiration or termination of this Agreement.

9.4 In lieu of terminating this Agreement in the event of funding cuts, some or all of the Partners may enter into negotiations to attempt to establish alternative means to continue to implement the Ride DuPage to Work Program.

9.5 In the event that the RTA does not issue written consent to this Agreement pursuant Section 14.1 of the Technical Services Agreement, if required, this Agreement shall be null and void without further action by any Partner. The City of Naperville shall promptly notify the Partners in the event that such consent, if required, is not given.

10.0 **GOVERNING LAW AND VENUE.**

10.1 This Agreement shall be governed by the laws of the State of Illinois as to both interpretation and performance. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

11.0 **SAVINGS CLAUSE.**

11.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

12.0 CAPTIONS AND PARAGRAPH HEADINGS.

12.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

13.0 NON-WAIVER OF RIGHTS.

13.1 No failure of any party hereto to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

14.0 NOTICES.

All notices due to any other party shall be delivered as follows unless and until otherwise directed:

City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Attn: Karyn Robles
Telephone: 630-548-1133
E-mail: roblesk@naperville.il.us

Village of Glen Ellyn
493 Forest Avenue
Glen Ellyn, IL 60137
Attn: Jodi Hefler
Telephone: 630-858-6343
E-mail: seniors493@geseniors.org

City of Wheaton
303 W. Wesley Street, Box 727
Wheaton, IL 60189
Attn: Sharon Barrett-Hagen
Telephone: 630-260-2019
E-mail: sbarrett-hagen@wheaton.il.us

Naperville Township
139 Water Street
Naperville, IL 60540
Attn: Jenny Dawley
Telephone: 630-355-2786, EXT 4403
E-mail: jennyd@napervilletownship.com

Lisle Township
4711 Indiana Avenue
Lisle, IL 60532
Attn: Lois Biggins
Telephone: 630-968-2087
E-mail: lois@lisletownship.com

Milton Township
1492 N. Main Street
Wheaton, IL 60187
Attn: Dianna Taylor
Telephone: 630-668-1616
Email: miltonyouth1@aol.com

Naperville Park District
320 W. Jackson Avenue
Naperville, IL 60540
Attn: Lorraine Ouellette
Telephone: 630-848-3620
E-mail: louellette@napervilleparks.org

15.0 AUTHORITY.

15.1 Each Party executing this Agreement affirms and warrants it has the authority to enter into this Agreement and to bind the public entity he or she represents to the terms hereof.

16.0 COUNTERPARTS.

16.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by any such counterpart.

17.0 BINDING EFFECT.

17.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, or any successor agency or entity.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand this Agreement, including but not limited to all exhibits attached hereto and made part hereof, and intend to be bound by its terms.

CITY OF NAPERVILLE

VILLAGE OF GLEN ELLYN

By: _____
Douglas A. Krieger
City Manager

By: _____
Steven Jones
Village Manager

ATTEST

ATTEST

By: _____
Pam LaFeber
City Clerk, Ph.D.

By: _____
Its: _____

Date: _____

Date: _____

CITY OF WHEATON

By: Donald Rose
Donald Rose
City Manager

ATTEST

By: Emily M. Conzelmann
Its: CITY CLERK
Date: December 21, 2010

NAPERVILLE TOWNSHIP

By: _____
Gary Vician
Township Supervisor

ATTEST

By: _____
Its: _____
Date: _____

LISLE TOWNSHIP

By: _____
Charles B. Clark
Township Supervisor

ATTEST

By: _____
Its: _____
Date: _____

MILTON TOWNSHIP

By: _____
O. Chris Heidorn
Township Supervisor

ATTEST

By: _____
Its: _____
Date: _____

NAPERVILLE PARK DISTRICT

By: _____
Raymond J. McGury
Executive Director

ATTEST

By: _____
Its: _____
Date: _____

EXHIBIT A - Ride DuPage to Work

Transportation Services

Ride DuPage to Work is an element of the Ride DuPage program that enables seniors and persons with disabilities great opportunity to travel to and from work. Trips taken through this program are funded by a federal grant that subsidizes the cost of eligible dial-a-ride and taxi trips for persons with developmental disabilities and seniors who are unable to drive, providing greater opportunities to obtain and maintain employment through affordable transportation.

From June 1, 2010 through May 31, 2012, this project will be funded, in part, with a grant from the Regional Transportation Authority (RTA) through the Federal Transit Administration Section 5316 Job Access Reverse Commute (JARC) Program. The JARC Grant will cover 50% of the service costs for trips taken to and from work. The Ride DuPage to Work Partners (including the City of Naperville, Naperville Township, Lisle Township, Naperville Park District, Village of Glen Ellyn, City of Wheaton, and Milton Township) will pay for the remaining 50% of the service costs. The total JARC Grant awarded to the Ride DuPage to Work Partners shall equal up to \$371,059 over two years, with a local match responsibility shared by the Ride DuPage to Work Partners of up to \$371,059 over two years.

Type of Service: Demand Response Service. Service levels will not exceed limits dictated by funding levels stipulated in the agreement.

Transportation Service Operated By: Contractors including: Private Para-transit providers, Taxi Cab Companies; Other Qualified Providers of Transportation services.

Central Call Center: Private Contractor

Trip Reservation Method: 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.

Trips requested with a minimum of one (1) day advance notice but no more than 7 days advance notice are guaranteed. Trips requested for same-day but no less than two (2) hours 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, however they are not guaranteed.

Service Mode: 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.

Service Area: Trips shall be provided within DuPage County and the surrounding six (6) county area, as mutually agreed upon by the Ride DuPage to Work Partners, which include *Lisle Township, Naperville Township, City of Naperville, Naperville Park District, Village of Glen Ellyn, Milton Township, and City of Wheaton.*

Service Hours: Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

Fare Structure: \$1.50 for the first six (6) miles; \$1.00 per mile thereafter, or as otherwise determined by agreement between the Ride DuPage to Work Partners.

Rider Eligibility: The Ride DuPage to Work Partners shall each be responsible to determine rider eligibility and provide the information regarding eligible riders to Pace. All trips must be taken to and from a place of registered employment.

Grant Administration: Each individual Ride DuPage to Work Partner will pay Pace 100% of the monthly costs, which is based on ridership, for services provided through the Ride DuPage to Work program. Each local partner will then provide the City of Naperville with supporting documentation, as determined appropriate by the City of Naperville, indicating the monthly ridership data, monthly invoice, and indicate the fifty (50%) percent amount to be reimbursed through the JARC Grant.

The City of Naperville, pursuant to the JARC Grant, will coordinate with the RTA to receive and distribute reimbursement for fifty percent (50%) of each Partner's total monthly payment to Pace. The City of Naperville will provide each Partner with their share of the reimbursement within thirty (30) days of receipt from the RTA.

The responsibilities for each Partner, pursuant to the JARC Grant, are described in the Agreement to which this is an exhibit.

