

SECTION 5310
ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES
INTERGOVERNMENTAL PARTNERSHIP AGREEMENT
FOR RIDE DUPAGE TO WORK

THIS AGREEMENT is entered into this 8th day of NOVEMBER, 2017, between the City of Naperville, Naperville Township, Lisle Township, Village of Glen Ellyn, City of Wheaton, Milton Township, and Wheatland 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 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 new grant for the Ride DuPage to Work Program from the RTA through the Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities in the amount of \$372,026. 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, to the extent that funds are available, from January 1, 2017 through December 31, 2019; and

WHEREAS, the City of Naperville (on behalf of the Ride DuPage to Work Partners) has entered into a new agreement (hereinafter “Technical Services Agreement”) with the RTA for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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 January 1, 2017 through December 31, 2019 or until such time as the grant funds are depleted.

WHEREAS, each Partner shall pay Pace 100% of the costs of Ride DuPage to Work Program based on ridership, while 50% of that payment will be reimbursed and distributed to the Partners by the City of Naperville, utilizing funding provided by the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities grant through the Technical Services Agreement until such time as the grant funds are depleted.

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 January 1, 2017 through December 31, 2019.

2.1.1 This Agreement may be extended past December 31, 2019 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 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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 (50%) amount to be reimbursed through the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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 fifty percent (50%) reimbursement. The total reimbursement to the Ride DuPage to Work Partners over the grant period shall not exceed a total of \$372,026 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 fifty percent (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 so long as there are grant funds available. 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 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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, or if the grant funding has been depleted, 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, except to the extent that such performance is intentional, willful or wanton.

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 Deputy Director of Transportation 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 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities 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: Jennifer Louden
Telephone: 630-420-4197
E-mail: loudenj@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: Lindsay Qualkenbush
Telephone: 630-260-2019

Naperville Township
139 Water Street
Naperville, IL 60540
Attn: Jenny Dawley
Telephone: 630-355-2786, EXT 4403

E-mail: lqualkenbush@wheaton.il.us

E-mail: jennyd@napervilletownship.com

Lisle Township

4711 Indiana Avenue

Lisle, IL 60532

Attn: Jim Vondran

Telephone: 630-968-2087

E-mail: jimv@lisle-township.com

Milton Township

1492 N. Main Street

Wheaton, IL 60187

Attn: Penny Cannova

Telephone: 630-668-1616

Email: p.cannova@miltontownship.net

Wheatland Township

4232 Tower Court

Naperville, IL 60564

Attn: Carolyn Rominger

Telephone: 331-229-3917

Email: carolynr@wheatlandtownship.com

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

By: _____
Douglas A. Krieger
City Manager

ATTEST

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

Date: _____

VILLAGE OF GLEN ELLYN

By: _____
Mark Franz
Village Manager

ATTEST

By: _____
Its: _____
Date: _____

CITY OF WHEATON

By: _____
Michael Dzugan
City Manager

ATTEST

By: _____
Its: _____
Date: _____

LISLE TOWNSHIP

By: Mary Jo Mullen
Mary Jo Mullen
Township Supervisor

ATTEST

By: James J. Vondran
Its: Assistant to the Supervisor
Date: November 13, 2017

WHEATLAND TOWNSHIP

By: _____
Deb Holscher
Township Supervisor

ATTEST

By: _____
Its: _____
Date: _____

NAPERVILLE TOWNSHIP

By: _____

Eddie Bedford
Township Supervisor

ATTEST

By: _____

Its: _____

Date: _____

MILTON TOWNSHIP

By: _____

O. Chris Heidorn
Township Supervisor

ATTEST

By: _____

Its: _____

Date: _____