

CITY OF WARRENVILLE
MEMORANDUM

To: Mayor, City Council and City Administrator White *KHG*
 From: Kassandra Hernandez-Galvan, Public Works Asset Management Analyst
 Subject: AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILLE AND PACE
 Date: APRIL 9, 2025

Committee Action Requested: Recommend City Council pass a resolution approving an amended and restated intergovernmental agreement between the City Warrenville and the Suburban Bus Division of the Regional Transportation Authority (PACE) for the provision of paratransit services.

Background:

In December 2024, the Suburban Bus Division of the Regional Transportation Authority (PACE) amended and restated their Intergovernmental Agreements with all DuPage County sponsors for paratransit services to residents of participating communities. City Attorney Lenneman reviewed the new Intergovernmental Agreement (IGA) between the City of Warrenville and PACE. Below is the notable change to the IGA.

Reduced Liability Coverage

The new agreement slightly increases the City’s risk because of limited liability coverage. After review and discussion between the City’s attorney and PACE it was clear that the City did not have much room to negotiate the change. PACE’s new agreements with their carriers and subcontractor no longer include such liability coverage and because of that, PACE can't offer this kind of protection to the City in the current agreement. After further review and weighing the risks, it was decided that the benefits of the services—especially for seniors and disabled residents—are much more important and outweigh the added risks.

Historical Information:

General Fund Account Administration - Senior Services –Ride DuPage - 01-50-46600	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Amount Budgeted	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$30,000
Actual Expense Ride DuPage	\$16,867	\$17,509	\$6,195	\$10,258	\$25,347	\$14,914
Total Number of Registered Riders	23	58	67	76	101	134

Summary of the Ride DuPage Budget and Actual Expenses (Fiscal Year 2020 through February of Fiscal Year 2025)

RESOLUTION NO. R2025-

A RESOLUTION APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WARRENVILLE AND THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY (PACE) FOR THE PROVISION OF PARATRANSIT SERVICES

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and the Suburban Bus Division of the Regional Transportation Authority ("**PACE**") is an Illinois municipal corporation governed by State law; and

WHEREAS, the City and PACE are both public agencies under the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220, and are authorized to exercise their powers and duties in a cooperative manner among themselves as public agencies; and

WHEREAS, the Inter-Agency Paratransit Coordinating Council ("**IAPCC**"), an association of governments, non-profit agencies and citizen representatives that works to improve paratransit services in DuPage County, has implemented the Ride DuPage Coordinated Transportation Services ("**Ride DuPage Program**") to provide paratransit services to residents of participating communities ("**Services**"), which Ride DuPage Program is operated by PACE; and

WHEREAS, on April 1, 2019, the City Council approved Resolution R2019-11, authorizing the City to enter into a one-year Intergovernmental Agreement with PACE to allow the City to receive the Services and compare costs and other efficiencies between the Ride DuPage Program and the City's existing paratransit service ("**Original Agreement**"); and

WHEREAS, on August 3, 2020, the City Council adopted Resolution R2020-28, approving a first amendment to the Original Agreement for the continuation of the Services pursuant to the Ride DuPage Program; and

WHEREAS, on April 17, 2023, the City Council adopted Resolution R2023-17, approving a second amendment to the Agreement and PACE desire to further amend the Original Agreement to provide for (i) a one-year subsidy from PACE; and (ii) Uber Access Service that will provide PACE rides through Uber on specified terms ("**Ride Share Services**"); and

WHEREAS, on August 19, 2024, the City Council adopted Resolution R2024-50, approving an amended and restated agreement, superseding and replacing the Original Agreement, as amended by the first and second amendments ("**2024 Agreement**"); and

WHEREAS, PACE has prepared a new form of agreement and, in order for PACE to continue to provide the Services to residents of the City, PACE requires the City to enter into the new agreement, which amends, restates, and replaces the 2024 Agreement ("**Amended and Restated Agreement**"); and

WHEREAS, pursuant to the Amended and Restated Agreement, PACE will invoice the City for its share of the costs in accordance with the cost allocation procedure approved by the IAPCC; and

WHEREAS, the provision of the Ride Share Services will be covered by a separate agreement; and

WHEREAS, pursuant to Section 1-8-4.B.6.a(1) of the City Code of Warrenville, the Services are not subject to the City's competitive bidding requirements because the Ride DuPage Program is the only source for intergovernmental paratransit services; and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Amended and Restated Agreement with PACE;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Amended and Restated Agreement. The Amended and Restated Agreement with PACE is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Administrator and City Clerk of the City are authorized and directed to execute the Amended and Restated Agreement and transmit executed and sealed copies to PACE.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

PASSED THIS ____ day of _____, 2025.

AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED THIS ____ day of _____, 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

AMENDED AND RESTATED AGREEMENT

INTERGOVERNMENTAL AGREEMENT – RIDE DUPAGE
City of Warrenville

This Intergovernmental Agreement – Ride DuPage (“Agreement”) is between the City of Warrenville, a home rule Illinois municipal corporation (“Sponsor”), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”).

Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 et seq.) to aid and assist public transportation in the six-county northeastern Illinois area.

Article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance.

The Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorizes and encourages intergovernmental cooperation.

The parties are units of local government within the meaning of article VII, section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement.

The parties want to promote and encourage the use of public transportation by improving the availability of paratransit service to residents of DuPage County, Illinois who are disabled, are seniors, or have limited access to conventional modes of transportation.

Sponsor is a member of the Inter-Agency Paratransit Coordinating Council (“IAPCC”), an association of governments, non-profit agencies, and citizen representatives working to improve paratransit service in DuPage County, Illinois since 1995.

The IAPCC has implemented the coordinated paratransit services known as Ride DuPage (“Project”) and, in connection therewith, has established an operations committee consisting of participating sponsors of the Project (“Operations Committee”).

The County of DuPage serves as lead agency for the Project.

Sponsor wants Pace to serve, and Pace wants to serve, as the Project coordinator responsible for entering into contracts with Carriers for the Paratransit Service and with a contractor for the Mobility Management/Call Center Services.

The parties want to enter into this Agreement to memorialize their respective rights and obligations in connection with the Project.

In consideration of the foregoing recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Project Description.** Demand response curb-to-curb Paratransit Service will be provided for registered Eligible Riders as described in Exhibit A in the service area depicted in Exhibit B. Demand response door-to-door Paratransit Service will be available upon a rider’s request and with Pace’s prior approval.

2. **Funding.**

- a. Pace shall submit its invoices to Sponsor for Sponsor's portion of the Operating Cost. Each invoice will summarize the services delivered, will be in a format mutually agreed to by the parties, and will request reimbursement for itemized costs required to perform the services. Sponsor shall pay Pace at the rates agreed to in Pace's contracts with Carriers.
- b. Within 30 days after receipt of a Pace invoice in accordance with paragraph 2(a), Sponsor shall pay Pace, or cause Pace to be paid, the amounts invoiced. Sponsor may not deny a properly documented invoice, in whole or in part, without reasonable cause. Sponsor will not be required to pay Pace more often than monthly. Sponsor shall mail payment to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Accounts Payable

- c. Notwithstanding anything to the contrary in this Agreement, in 2025 only, Pace will provide Sponsor with a subsidy not to exceed \$1,572. That subsidy will be calculated monthly at 75% of the Operating Deficit on a year-to-date basis.

3. **Responsibilities.**

- a. In accordance with paragraph 2, Sponsor will be responsible for reimbursing Pace for all costs that Pace incurs in fulfilling its obligations under this Agreement. Reimbursable costs include but are not limited to administrative and operating costs and costs to manage the Project, subject to prior approval by Sponsor.
- b. The Operations Committee will be responsible for the development of Administrative Policies and/or Procedures, which are subject to the prior approval of Pace and the County of DuPage. Sponsor will be responsible for the implementation of and oversight of compliance with Administrative Policies and/or Procedures.
- c. Sponsor will be responsible for executing and maintaining any agreements necessary to provide the transportation services as described in Exhibit A to the service area depicted in Exhibit B.
- d. The participating sponsors of the Project will be responsible for developing service parameters for the Project, which are subject to the prior approval of Pace and the County of DuPage. Those service parameters include but are not limited to service boundaries, rider eligibility, fare structure, days and hours of service, and resolution of issues related to Eligible Rider compliance with usage guidelines.

e. The Operations Committee will be responsible for developing service standards for the Project, which are subject to the prior approval of Pace and the County of DuPage. Pace shall cooperate with the County of DuPage to establish consistent service standards for the Project. Pace may make minor revisions to service standards upon prior written notification to, and concurrence by, the County of DuPage.

f. Pace shall enter into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services; the Carriers and contractor shall be contractors responsible to Pace.

Pace may limit the hours available for the scheduling of trip requests and dispatching of vehicles in connection with the Project. Determination of the hours and days of service for Pace-funded services provided to satisfy federal and/or state ADA guidelines will not require the approval of Sponsor or the County of DuPage.

The parties acknowledge that the mobility management/call center will handle calls for other entities in addition to Sponsor.

g. Pace will be responsible for preparing a monthly written report indicating the cost of Paratransit Service provided by Pace's contractors in connection with the Project within the reporting month and for submitting that report, together with its invoice, to Sponsor within 60 days following the end of each month of services.

h. Within its approved budget, Pace will be responsible for maintaining appropriate contractor staffing levels to provide all necessary services relating to the Project.

i. Pace will be responsible for ensuring that its contractor(s) providing dispatch service in connection with the Project are available during all hours in which a vehicle transporting an Eligible Rider is in service.

j. Pace will be responsible for compiling data relating to the quantity, quality, and cost of the Paratransit Service provided by Pace's contractors in connection with the Project and for providing that data to Sponsor within 45 days following the end of each month of services.

k. Pace will be responsible for providing Sponsor with access to the reports specified in Exhibit C upon Sponsor's request.

l. Pace will be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle operated and that those Carriers meet the minimum requirements for the operation of passenger transportation as mandated by applicable local, state, and federal laws, statutes, ordinances, rules, and regulations. All operator and Carrier licenses as may be required by state or local governmental and/or regulating authorities must be maintained in good standing annually.

- m. Pace will not be responsible for any failure to provide the services required of it under this Agreement due to circumstances beyond its control but will make every reasonable effort to restore those services as soon as practicable.
- n. The parties will be responsible for ensuring that no person will be denied the opportunity to participate or be subjected to discrimination in connection with the Project because of race, creed, color, age, sex, national origin, or the presence of any sensory, mental, or physical disability, or in any manner contrary to applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).
- o. Pace shall require Carriers to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

4. **Compliance.**

- a. The parties shall comply with all applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS5/2-105(A)(4)), as amended.
- b. The parties shall obtain licenses, permits, and other approvals required for the Project.

5. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No party will be liable for or be required to indemnify the other party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by a party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this paragraph 5, Indemnitor shall appear and defend all suits brought upon that claim and shall pay all costs and expenses related to that claim, but Claimant has the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this paragraph 5.

6. **Term and Termination.**

- a. This Agreement will be in effect beginning January 1, 2025 and will continue thereafter through December 31, 2025 unless terminated earlier by a party in accordance with this Agreement.

- b. Either party may terminate this Agreement upon 60 days' advance written notice to the other party.
7. **Headings**. The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
8. **Waiver**. Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
9. **Assignment**. No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.
10. **Amendment**. No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.
11. **Entire Agreement**. This Agreement, including the introductory recitals and attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the parties and supersedes any prior written or oral understandings, agreements, or representations between the parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
12. **Survival**. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
13. **Pace Board Authority**. This Agreement has been properly authorized by the Pace Board of Directors.
14. **Severability**. If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
15. **Binding Effect**. This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
16. **Force Majeure**. A party will not be held liable to another party for damages or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party, including war, fire, flood, other acts of God, acts of the government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the government, civil disturbance, a terrorist act, pandemic, epidemic, quarantine restrictions, freight embargoes, unusually severe weather, or a labor strike or lockout. The affected party shall promptly notify the other party of those force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure those force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, Pace, in its sole discretion and after written notice to Sponsor, may immediately terminate this Agreement for convenience.

Where an event of force majeure occurs after a party's failure or delay in performance, the breaching party will not be released from liability.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed an original and all of which when taken together will constitute one and the same agreement.

18. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

18. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the parties shall submit to the exclusive jurisdiction and venue of the state courts of DuPage County, Illinois for any dispute arising out of or related to this Agreement.

19. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the party for whom they sign. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party's signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

20. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- a. by personal delivery (deemed effective as of the date and time of delivery);
- b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company); or
- c. registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Time on Monday through Friday, excluding federal holidays. The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Sponsor:

City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555
Attention: City Administrator

with copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Brooke Lenneman, City Attorney

If to Pace:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

21. **Definitions.**

As used in this Agreement:

“Administrative Policies and/or Procedures” means the policies and/or procedures for the day-to-day operations of the Project, including but not limited to dispatching, scheduling, reporting, and billing.

“Carrier” means a public or private entity providing passenger transportation on a regular and continuing basis in connection with the Project.

“Eligible Rider” means any person who is determined to be eligible for the Paratransit Service provided in connection with the Project.

“Eligible Trip” means paratransit transportation taken by a registered Eligible Rider to a destination that is approved by Sponsor in connection with the Project.

“Mobility Management/Call Center Services” means the handling of calls in connection with the Project, including but not limited to service monitoring, trip reservations, trip scheduling, dispatching, facilitation of Carriers, rider registration, travel planning, service coordination, and providing travel information.

“Operating Cost” means the total Operating Deficit minus the Pace Contribution in connection with the Project.

“Operating Deficit” means the Operating Expense minus the applicable fare revenue and liquidated damages in connection with the Project.

“Operating Expense” means the total cost incurred by Pace to operate the Project but does not include the cost incurred by Pace to provide the Mobility Management/Call Center Services on behalf of Sponsor.

“Pace Contribution” means Pace’s budgeted annual subsidy for the Project as set forth in paragraph 2(c).

“Paratransit Service” means the provision of demand responsive transportation by a Carrier in connection with the Project.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

The parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

SPONSOR

PACE

Signature

Signature

Printed Name

Melinda J. Metzger

Printed Name

Title

Executive Director

Title

Date

Date

EXHIBIT A
PROJECT DESCRIPTION

TRIP RESERVATION METHOD	<p>Monday through Friday: 6:00 a.m. to 6:00 p.m. Central Time Saturday, Sunday, and Holidays: 8:00 a.m. to 5:00 p.m. Central Time</p> <p>Reservations will be accepted at the Pace call center one to seven days in advance of the day of Service.</p> <p>Trips requested on the same day of the Service may be accommodated if the schedule allows.</p> <p>Subscription service (as defined by Pace) is allowable. Riders are to contact Sponsor to apply for subscription service.</p>
SERVICE AREA	DuPage County and the surrounding areas.
SERVICE HOURS	<p>Seven days a week, 24 hours a day, including holidays.</p> <p>Whenever possible, pick-up times are negotiated to optimize the efficiency of daily routes.</p>
ONE-WAY FARE	<p>\$2.00 to load vehicle and \$1.00 for every mile thereafter.</p> <p>Registered riders are allowed one personal care attendant (PCA) or companion at no additional charge. Additional PCAs or companions are limited to the vehicle capacity and must pay the full applicable fare. This includes children of all ages.</p>
RIDER ELIGIBILITY	The participating sponsors of Ride DuPage or their respective designee(s) determine rider eligibility for their constituents.
RIDER REGISTRATION	The participating sponsors of Ride DuPage shall submit registration forms to the Pace call center through an email box designated by Pace. Pace shall enter registrations within three to five business days after receipt. Pace shall maintain a database of registered riders. Riders must be registered to use the Service.

EXHIBIT B
SERVICE AREA MAP

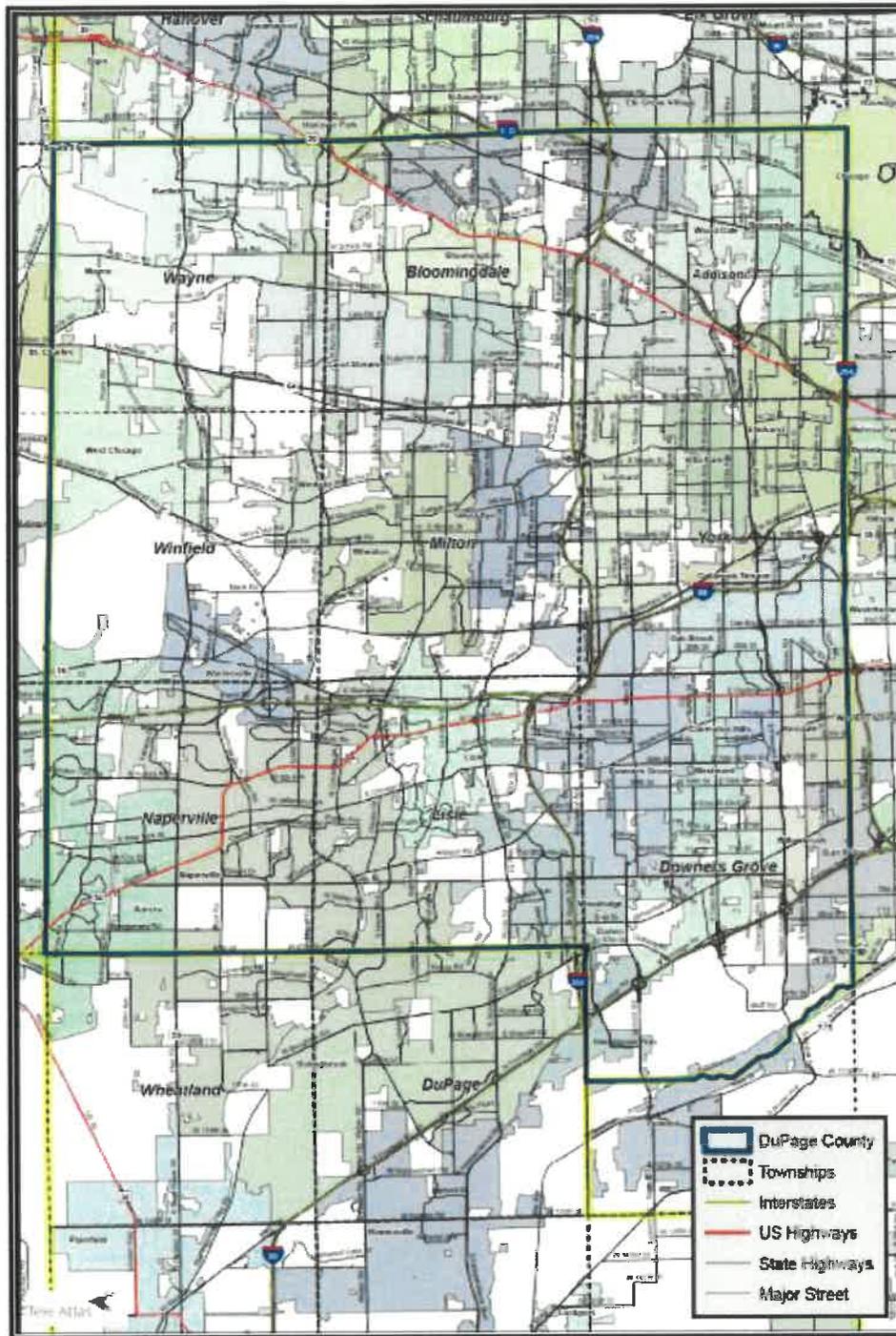


EXHIBIT C
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. 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, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report 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, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is 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.

NOTE: Pace, in its sole discretion, may design additional reports as needed.