

RIDESHARE ACCESS PROGRAM REIMBURSEMENT AGREEMENT

This Rideshare Access Program Reimbursement Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the County of McHenry, a body politic and corporate of the State of Illinois (“County”).

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 consisting of Cook, DuPage, Kane, Lake, McHenry, and Will Counties (“Region”).

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.

Pace has entered into written agreements with certain transportation network companies (“TNCs”) for reimbursement by Pace to the TNCs for service provided through the Pace Rideshare Access Program or similar program providing for increased access to rideshare options to persons with disabilities (“RAP Agreements”). Each RAP Agreement provides that Pace may incorporate other locally sponsored programs into the RAP Agreement to subsidize non-ADA eligible rider trips with varying fares or co-pays.

MCRide Connect is a County rideshare access program scheduled to begin on June 1, 2024 (“Program”).

The County wants Pace to incorporate the Program into each RAP Agreement and, in connection therewith, will reimburse Pace for the County-subsidized portion of the cost of a trip that non-ADA Program riders take with a TNC.

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. **Effective Date.** This Agreement will be in effect beginning on June 1, 2024 (“Effective Date”). 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.
2. **Term.** This Agreement will remain in effect through August 31, 2033 unless earlier terminated in accordance with this Agreement.

3. **Program Profile.** The County shall establish a profile for the Program, including travel area, fare/co-pay amount, subsidy amount, and trip limits. The Program profile established by the County is specified in Exhibit A.

4. **Duties and Responsibilities.**

(a) **Pace.**

- (i) Pace shall set up the Program profile in the platform of each TNC upon the Effective Date, subject to the terms of the applicable RAP Agreement.
- (ii) Within 10 days after receiving a copy of an eligible rider's completed Program enrollment form from the County pursuant to paragraph 4(b)(i), Pace shall register the eligible rider in the platform of each TNC.
- (iii) Pace shall invoice the County monthly. Each invoice will include the following items for the month covered by the invoice:
 - a statement of the aggregate amount due from the County to Pace for the Program subsidy and any TNC administrative fees, which fees are currently \$1.50 per trip (collectively, "Reimbursement Amount");
 - a copy of the invoice that each TNC submitted to Pace in connection with the Program; and
 - Program trip data.

Pace shall send invoices to:

County of McHenry
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Assistant Director of Transportation

- (iv) Pace shall remove the Program profile and all Program rider registrations from the platform of each TNC upon termination or expiration of this Agreement; provided, however, if this Agreement is terminated in part pursuant to paragraph 8(c), Pace shall remove the Program profile and all Program rider registrations only from the platform of the TNC whose RAP Agreement was terminated.

(b) **County.**

- (i) The County shall email a copy of the completed Program enrollment form of each eligible rider who the County has approved for enrollment in the Program to the email address designated by Pace. The completed Program enrollment form must include the eligible rider's name, email address, and mobile phone number.

- (ii) Within 30 days after receiving an invoice from Pace pursuant to paragraph 4(a)(iii), the County shall pay the Reimbursement Amount specified in the invoice. The County shall send payment to:

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

5. **Independent Relationship.** Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, or any other relationship between Pace and the County or the County's subcontractors, independent contractors, consultants, or subconsultants or between Pace and any employee or agent of the County or the County's subcontractors, independent contractors, consultants, or subconsultants.

6. **Insurance.** Throughout the term of this Agreement, the County shall obtain and maintain Commercial General Liability Insurance (Broad Form) with an occurrence limit not less than \$1,000,000 and an aggregate limit not less than \$2,000,000. The County shall name Pace and the Regional Transportation Authority as additional insureds on the Commercial General Liability Insurance policy. Any company writing insurance that the County is required to maintain under this paragraph 6 must at all times have at least an A.M. Best's rating of A-VII. Upon Pace's request, the County shall provide Pace with written proof of the insurance required of the County under this paragraph 6.

7. **Indemnification.** The County shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective 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 the Program and/or the performance of any of the County's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority, and their respective 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 performance of any of Pace's obligations under this Agreement. Upon written notice by a party, person, or entity claiming indemnification ("Claimant") regarding any claim which Claimant believes to be covered under this paragraph 7, the indemnifying Party 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 the indemnifying Party of its obligations under this paragraph 7.

8. **Termination.** A party may terminate this Agreement upon 30 days' advance written notice to the other party in the event such termination is in the best interest of the terminating party or the County discontinues or terminates the Program. Notwithstanding the foregoing, Pace may terminate this Agreement:

- (a) upon 15 days' advance written notice to the County in the event the County fails to timely pay any amount due from the County to Pace pursuant to this Agreement;

- (b) immediately upon written notice to the County in the event all the RAP Agreements are terminated; or
- (c) in part, immediately upon written notice to the County in the event a RAP Agreement is terminated.

9. **Force Majeure.** A party will not be held liable to another party for damages nor 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, civil disturbance, a terrorist act, pandemic, epidemic, 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 the County, 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.

10. **Compliance with Laws.** The parties shall comply with all local, state, and federal laws, statutes, ordinances, regulations, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

11. **Headings.** The headings in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.

12. **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.

13. **Binding Effect.** This Agreement will be binding upon the parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

14. **Entire Agreement.** This Agreement, including any introductory recitals and any 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.

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement will control.

16. **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.

17. **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 of this Agreement will remain in full force and effect.

18. **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.

19. **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.

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);
- (c) by 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); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time will be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

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 addressed to such other address as either party may specify in writing:

If to Pace:

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

Facsimile No.: (847) 228-4205

If to the County:

County of McHenry
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Director of Transportation/
County Engineer

Facsimile No.: (815) 334-4989

21. **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 McHenry County, Illinois for any dispute arising out of or related to this Agreement.

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

23. **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.

24. **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.

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

PACE

COUNTY

By: _____
Signature

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: Michael Buehler

Print Title: Executive Director

Print Title: Chairman, McHenry County Board

Date: _____

Date: _____

EXHIBIT A

PROGRAM PROFILE

A trip must be completely within the Region; provided, however, the trip origin or destination must be within McHenry County, Illinois.

Eligible riders enrolled in the Program will pay the first \$4.00 of the cost of a trip taken with a TNC; the County will subsidize the cost of the trip after the first \$4.00 and not exceeding \$20.00. Eligible riders will also be responsible for paying:

- any portion of the cost of the trip that exceeds \$20.00.
- any TNC surcharge applicable to the trip (*e.g.*, advance booking surcharge); and
- any driver tips.

All trip amounts, for which an eligible rider is responsible to pay, will be charged to the eligible rider's payment method on file with the TNC.

The County will subsidize no more than eight one-way trips per day for each eligible rider enrolled in the Program.