NOT-FOR-PROFIT SHUTTLE VEHICLE PROGRAM AGREEMENT

This Not-for-Profit Shuttle Vehicle Program Agreement ("Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, ("Pace") and _____ [INSERT ENTITY'S NAME AND TYPE (*e.g.*, Village of Arlington Heights, an Illinois municipal corporation)] ("Provider"). Pace and Provider are sometimes individually referred to as a "Party" and collectively referred to as the "Parties" in this Agreement.

RECITALS

WHEREAS, 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 region of Cook, DuPage, Kane, Lake, McHenry, and Will Counties ("Region"); and

WHEREAS, Provider wants to use Pace-owned vehicles ("Vehicles") to provide its employees with transportation between Provider's workplace and public transportation centers ("Service").

NOW, THEREFORE, 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 shall be in effect beginning on the date on which this Agreement is signed by Pace. 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 shall be deemed to be the date that the signing Party signed this Agreement.

2. **Term and Termination**

This Agreement shall continue in force and effect unless terminated by either Party upon 30 days' advance written notice to the other Party. Notwithstanding the foregoing, this Agreement may be terminated by Pace:

a. Upon five days' advance written notice to Provider in the event Provider fails to correct any safety, accident, and/or incident reporting violations or to timely pay Pace any amounts due pursuant to this Agreement; or

b. Immediately upon written notice to Provider in the event Provider fails to comply with paragraphs 6, 8, 12(a), 13, 14, 15, and/or 16.

3. **Pace Vehicle Program**

The Not-for-Profit Shuttle Vehicle Program is a component of the Pace Vehicle Program and, as such, is subject to the Pace Vehicle Program Operations Manual ("Manual"). Provider acknowledges receiving a copy of the Manual, which is incorporated into and made a part of this Agreement.

4. **Vehicle Fees**

Provider shall pay to Pace a monthly usage fee of $250.00 per Vehicle ("Usage Fee"). Pace shall invoice monthly in advance for the Usage Fee. Provider shall pay each invoice within 30 days of receipt. If an invoice remains unpaid for more than 30 days, Provider shall pay to Pace a monthly late fee of $25.00 per Vehicle. Late fees shall accrue and be added to the total amount due under the invoice until Provider pays the invoice, including all late fees, in full.

Prior to Vehicle receipt, Provider shall pay to Pace a security deposit of $500.00 per Vehicle. Pace shall refund the security deposit (without interest) if the Vehicle is returned in the same condition as when Provider received the Vehicle, ordinary wear and tear excepted. Upon termination or expiration of this Agreement, Pace may deduct from the security deposit any amounts due to Pace from Provider.

5. **Vehicle Use Requirement**

On a monthly basis, Pace shall review Provider's Vehicle use. Upon five days' advance written notice to Provider, Pace may terminate this Agreement or substitute a more appropriate Vehicle if Pace determines that Provider's Vehicle use is not consistent with the Pace Not-for-Profit Shuttle Vehicle Program and/or Provider's intended Vehicle use as stated in the Vehicle Program Application (see attached Exhibit A) completed by Provider.

6. **Conditions and Restrictions on Vehicle Use**

Provider staff shall not:

- Use any Vehicle for:
  - non-public transportation purposes, including personal use, courier service, ambulance-type service, charter service, school bus service, sole transportation of goods, and trailer towing;
  - illegal purposes; or
  - transportation of anyone under the age of eight.
- Allow the consumption of alcoholic beverages and/or use of illegal drugs in any Vehicle.
- Remove any Vehicle from the Region, unless prior written approval is obtained from Pace (see attached Exhibit B).
- Alter, mark, and/or install equipment or signs on any Vehicle, unless prior written approval is obtained from Pace (see attached Exhibit B).
- Subject any Vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.
- Cause a mortgage, pledge, lien, hypothecation, encumbrance, or security interest on any Vehicle.

Provider staff shall secure and protect each Vehicle, including ensuring that the Vehicle is locked and parked in a secure, off-street location (preferably on Provider's property or at a public transportation center) when it is not in use. Provider shall provide Pace with written notification of Provider's secure Vehicle location(s).

7. **Vehicle Monitoring**

Each Vehicle may be equipped with technology that tracks Vehicle location and records audio and video of activities occurring inside and outside the Vehicle.

8. **Vehicle Receipt and Service to Disabled**

Pace may furnish Provider with a non-lift-equipped Vehicle if Provider continues its paratransit services with its own lift-equipped vehicles for the duration of this Agreement. Should Provider discontinue its paratransit service at any time during the pendency of this Agreement, Provider shall immediately notify Pace, which may, in its sole discretion, either replace the non-lift-equipped Vehicle with a lift-equipped Vehicle that will enable Provider to continue its paratransit service, if equipment is available, or terminate this Agreement.

Provider shall comply with the federal requirement requiring public entities which operate a fixed route system to provide paratransit or other special service to individuals with disabilities that is comparable to the level of service provided to individuals without disabilities who use the fixed route system. A demand responsive system shall be deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

a. Response time;
b. Fares;
c. Geographic area of service;
d. Hours and days of service;
e. Availability of information;
f. Reservations capability;
g. Any constraints on capacity or service availability; and
h. Restrictions priorities based on trip purpose.

Provider shall certify to Pace on the Monthly Report that Provider is providing equivalent service to individuals with disabilities, including individuals who use mobility aids, in its demand responsive transportation services. A sample of the Monthly Report is contained in the Manual.

9. **Drug and Alcohol Policy and Testing Program**

Provider shall have a drug and alcohol policy ("Provider's D&A Policy") that includes the requirements and procedures contained in the Pace Drug and Alcohol Policy and Testing Program, which Provider acknowledges receiving and which is incorporated into and made a part of this Agreement. Provider's D&A Policy shall be subject to Pace's approval. By prior approved resolution, Provider may adopt the Pace Drug and Alcohol Policy and Testing Program as Provider's D&A Policy in which event Provider, upon its execution of this Agreement, shall provide Pace with a copy of the resolution with the Pace Drug and Alcohol Policy and Testing Program as an attachment. Provider's D&A Policy must meet Federal Transit Administration and Pace mandates pertaining to deterrence, testing, and methodology. Provider shall comply with Provider's D&A Policy throughout the term of this Agreement.

Provider shall be responsible for the cost of all required drug and alcohol testing and U.S. Department of Transportation physical examinations for Provider's staff involved in the Pace Not-for-Profit Shuttle Vehicle Program. Pace shall be responsible for the cost of furnishing Provider with on-line access to substance abuse training courses for Provider's safety-sensitive staff involved in the Pace Not-for-Profit Shuttle Vehicle Program and Provider's staff involved in the Pace Not-for-Profit Shuttle Vehicle Program who will be determining when it is appropriate to administer reasonable suspicion drug and/or alcohol tests.

10. **System Security and Emergency Preparedness Plan**

Provider shall have a system security and emergency preparedness plan ("Provider's SSEPP") that includes the requirements and procedures contained in the Pace System Security and Emergency Preparedness Plan, which Provider acknowledges receiving and which is incorporated into and made a part of this Agreement. Provider's SSEPP shall be subject to Pace's approval. By prior approved resolution, Provider may adopt the Pace System Security and Emergency Preparedness Plan as Provider's SSEPP in which event Provider, upon its execution of this Agreement, shall provide Pace with a copy of the resolution with the Pace System Security and Emergency Preparedness Plan as an attachment. Provider's SSEPP must meet Federal Transit Administration and Pace mandates. Provider shall comply with Provider's SSEPP throughout the term of this Agreement.

11. **Dispatch Operations**

Provider shall be responsible for all dispatch operations for the Service.

12. **Provider's Staff**

Provider shall furnish competent and qualified staff to perform the Service in accordance with the Manual and applicable federal, state, and local laws, statutes, ordinances, rules, and regulations. Provider's staff includes Provider's full-time and part-time employees and volunteers.

a. Vehicle Drivers

Any Provider staff operating a Vehicle (also referred to as a driver in this Agreement) shall meet the driver-related requirements set forth in the Manual and applicable federal, state, and local laws, statutes, ordinances, rules, and regulations before he/she operates a Vehicle (*i.e.*, rides in or on (other than as a passenger), uses, or controls in any manner the operation of a Vehicle). Pace shall provide written notice to Provider when each driver has met the requirements set forth in the Manual. In addition, Provider shall comply with driver and safety standards set forth in the Manual and shall maintain for each driver a file evidencing a valid driver's license, valid U.S. Department of Transportation physical examination, drug and alcohol test results, criminal background check, certification of passing Pace's driver training program, and motor vehicle reports covering at least the previous five years.

Each driver shall pass Pace's driver training program, be courteous to Vehicle passengers, and maintain a neat, clean appearance. Pace may establish additional driver-related requirements and procedures through the issuance of bulletins or manuals, which shall be considered part of this Agreement. A driver shall not be considered an employee or agent of Pace or the Regional Transportation Authority.

b. Transportation Coordinator

Prior to Vehicle receipt, Provider shall: (i) designate an individual to serve as a Transportation Coordinator, who shall complete administrative training provided by Pace, and (ii) furnish Pace with written notification of the individual's name, title, address, daytime and evening telephone numbers, facsimile number, and email address. The Transportation Coordinator shall be responsible for, among other things, serving as Provider's primary contact person, maintaining records, completing reports, and managing Vehicle maintenance and repairs. Provider shall immediately give written notice of any personnel changes relating to this position to Pace.

13. Records, Reports, and Forms

Provider shall maintain and provide Pace with accurate records and reports in accordance with the Manual. Within 48 hours of Pace's written request, Provider shall provide Pace with documentation evidencing Provider's receipt, possession, return, or transfer of any Vehicle and/or other equipment associated with any Vehicle. Provider shall incur a fee of $15.00 for each violation of these records and reporting procedures.

14. Accident and Incident Reporting

A Pace-designated vendor shall furnish accident and incident management services for Vehicles used in the Pace Not-for-Profit Shuttle Vehicle Program. Provider shall immediately report to the vendor and Provider's insurer any Vehicle accident or incident. Provider shall cooperate with Pace and the vendor at all times and abide by any rules and procedures promulgated by Pace and/or the vendor with respect to accident and incident management.

Provider shall comply with Pace's accident and incident handling procedures as set forth in the Manual. The Transportation Coordinator shall immediately report to Pace any Vehicle accident or incident that involves a fatality, the transport of injured person(s) from the scene, the towing of any vehicle from the scene, or any other event of a serious nature. Repair of any Vehicle damage resulting from an accident or incident shall be the responsibility of Provider, and Provider must effectuate any necessary repairs in a timely manner.

15. Maintenance Procedures and Fuel

a. A Pace-designated vendor shall furnish fleet management services for Vehicle maintenance at Pace's sole cost if Provider complies with the maintenance procedures set forth in the Manual. Provider shall cooperate with Pace and the vendor at all times and abide by any rules and procedures promulgated by Pace and/or the vendor with respect to fleet management.

Provider shall be responsible for all other Vehicle repair and maintenance costs, including those resulting from any accident or incident, regardless of fault, or Provider's failure to adhere to this Agreement.
Provider shall ensure Vehicle maintenance in accordance with the Manual and applicable Vehicle manual, schedule semi-annual Vehicle safety inspections as required by law, and obtain prior written approval from Pace for any Vehicle expenditure in excess of $50.00.

Provider shall maintain each Vehicle in a good, clean condition and shall be responsible for the cost of Vehicle washing, detailing, and storage in accordance with the Manual.

b. A Pace-designated vendor shall furnish credit card services for Vehicle fuel at Pace's sole cost if Provider complies with the fuel credit card procedures set forth in the Manual. Provider shall cooperate with Pace and the vendor at all times and abide by any rules and procedures promulgated by Pace and/or the vendor with respect to fuel credit cards.

Provider shall store each Pace-provided fuel credit card on Provider's property in a secure location (other than in a Vehicle) when the card is not in use. Provider shall maintain a log to track the location of the fuel credit card. If a Vehicle requires fuel, the Vehicle driver shall request the fuel credit card from the Transportation Coordinator, who shall create a log entry ("Log Entry") identifying the driver's name and the date and time that the driver picked up the card. The driver and Transportation Coordinator shall sign the Log Entry to acknowledge the pick-up. The driver shall return the fuel credit card to the Transportation Coordinator on the same day that the driver received it. The Transportation Coordinator shall identify on the Log Entry the date and time that the driver returned the fuel credit card, and the Transportation Coordinator and the driver shall sign the Log Entry to acknowledge the return.

The Transportation Coordinator shall promptly notify Pace of a fuel credit card that is lost, stolen, mislaid, damaged, and/or misused while in Provider's possession, and Provider shall be responsible for all costs incurred by Pace in connection therewith.

16. **Vehicle Inspection**

Provider shall comply with Illinois Department of Transportation safety inspection requirements and, within 10 days of receiving documentation evidencing such compliance, shall forward a copy thereof to Pace. Pace and/or its designee may inspect a Vehicle and/or examine its maintenance records during Provider's normal business hours.

If Pace, in its sole discretion, determines that Provider has failed to maintain any Vehicle in accordance with the Manual, Pace shall give written notice of all deficiencies to Provider, and Provider shall correct the deficiencies within 30 days of receipt of such notice.

17. **Vehicle Return**

Within 14 days of termination or expiration of this Agreement, Provider shall return each Vehicle to Pace in the same condition as when Provider received it, ordinary wear and tear excepted. Upon Vehicle return, Provider and Pace shall jointly conduct a Vehicle inspection and complete a written Vehicle condition report. The report shall be signed by both Pace and Provider. Provider shall reimburse Pace for the cost of repairing any Vehicle damage other than ordinary wear and tear within 30 days of receiving an invoice from Pace for such repair work.

If Provider fails to timely return any Vehicle to Pace or to use, repair, or maintain any Vehicle as required by this Agreement, Provider authorizes Pace, without demand, legal process, or breach of the peace, to enter any premises where the Vehicle is located and take possession of and remove the Vehicle. Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding, and releases Pace from any liability and/or damages, arising out of such repossession.

18. **Third-Party Providers**

No third-party providers may, pursuant to contract or agreement with Provider, furnish a part of the Service.

19. **Indemnification**

Provider shall indemnify, defend, and hold harmless Pace, the Regional Transportation Authority (RTA), and their respective directors, officers, agents, and employees from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including reasonable attorneys' fees, arising out of the intentional or negligent acts or omissions of Provider concerning this Agreement. Any and all claims against Pace and/or the RTA for unemployment benefits and worker's compensation benefits are expressly waived by Provider, which shall maintain separate policies of insurance as provided in this Agreement. Upon written notice by a party indemnified under this paragraph to Provider regarding any claim which the indemnified party believes to be covered under this paragraph, Provider shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the indemnified party shall have the right, at the indemnified party's option and expense, to participate in the defense of any suit, without relieving Provider of Provider's obligations under this paragraph.

20. **Insurance**

Provider shall comply with the insurance requirements set forth in the attached Exhibit C.

21. **Pass-Through Funding Provisions**

Pace received federal funds to purchase the Vehicle(s) used by Provider in connection with the Service. As a condition to receiving the federal funds, Pace agreed to comply with applicable federal laws, regulations, and directives contained in the FTA Master Agreement ("FTA Master Agreement"), which is found on the FTA website at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements and is incorporated by reference into this Agreement.

As a condition to Provider's Vehicle use, Provider shall comply with applicable federal laws, regulations, and directives contained in the FTA Master Agreement.

A compilation of FTA Master Agreement provisions covered by statutory or regulatory certification or assurance requirements for the current FTA fiscal year is found on the FTA website at https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances. Not all of the provisions will apply to Provider or the Service. To ensure compliance with the applicable provisions of the FTA Master Agreement, Provider shall execute the FTA Certifications and Assurances Signature Page and submit it to Pace upon Provider's execution of this Agreement and, thereafter, on an annual basis during the term of this Agreement.

Provider acknowledges that federal laws, regulations, and directives applicable to Pace, Provider, and the Service may be modified from time to time. In particular, new federal laws, regulations, and directives may become effective after the date on which Pace executed the Grant Agreement and, in that event, the new federal laws, regulations, and directives will apply to this Agreement, except to the extent that the FTA determines otherwise in writing.

22. **Compliance with Laws**

a. Provider shall comply with applicable federal, state, and local laws, statutes, ordinances, rules, and regulations ("Laws"), including those relating to:

i. minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and applicable regulations established to protect the health and safety of employees, passengers, and the public;

ii. employee protection, if required, under Section 5333(b) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. § 5333(b), and Section 2.16 of the Regional Transportation Authority Act, 70 ILCS 3615/2.16, for persons employed by Provider to provide the Service; and

iii. anti-discrimination and equal employment opportunity Laws, including but not limited to the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq*., Title VII of the Civil Rights Acts of 1964, as amended, 42 U.S.C. § 2000e *et seq*., the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981 and 1983, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*., Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq*.

b. Provider shall also comply with all of the affirmative action, equal employment opportunity, and disadvantaged business enterprise requirements set forth in the FTA Certifications and Assurances.

c. The Service must be open to the public (within the limits of schedule and space availability) and shall not be restricted to a particular group of individuals. The Parties shall cooperate to ensure that no person is denied the opportunity to participate in the Service or is subjected to discrimination in the conduct of the Service because of the person's race, religion, color, age, sex, national origin, mental or physical disability, or sexual orientation or in any manner contrary to applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq*., and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation).

d. If Provider's noncompliance with any of the Laws or the requirements set forth in the FTA Certifications and Assurances results in Provider being declared non-responsible and, therefore, ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, Pace may terminate or void this Agreement in whole or in part without limitation as to any other available remedy.

23. **Audit and Recordkeeping**

Provider shall permit authorized representatives of Pace, the Federal Transit Administration, or their respective designees to inspect and audit all records and data associated with the Service and shall fully and expeditiously cooperate with any such inspection and audit. Provider shall retain all records associated with the Service for a period of five years following expiration or termination of the Service or such longer period of time as may be necessary for any pending audit, litigation, or other claim ("record retention period"). Upon the expiration of the record retention period, Provider shall deliver such records to Pace.

24. **Financial Integrity**

Provider shall provide Pace with a financial audit for the most recent year and any other financial information requested by Pace to assist Pace in verifying Provider's financial ability to undertake Provider's obligations under this Agreement. During the term of this Agreement and within 48 hours of receiving Pace's written request, Provider shall furnish Pace with evidence, satisfactory to Pace, of Provider's financial ability to carry out Provider's obligations under this Agreement.

25. **Entire Agreement and Non-Reliance**

This Agreement, including the 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, shall be implied or impressed upon this Agreement.

Provider represents and warrants that: (a) Provider has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by Provider to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) Pace has not made any representations or warranties to Provider with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) Provider has relied only upon such representations and/or warranties by Pace that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by Pace. Without limiting any representations and/or warranties made by Pace that are specifically and expressly set forth in this Agreement, Provider acknowledges that Pace will not have or be subject to any liability to Provider resulting from the distribution to Provider or Provider's use of any information, including any information provided or made available to Provider or any other document or information in any form provided or made available to Provider, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

26. **Amendments**

Pace may change, amend, or modify the terms of this Agreement and any of its procedures, requirements, fees, or forms upon 30 days' advance written notice to Provider.

27. **Headings**

The headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

28. **Waiver**

Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.

29. **Conflict**

In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to or document incorporated into and made a part of this Agreement, the terms and conditions of this Agreement shall control.

30. **Survival**

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

31. **Severability**

If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

32. **Force Majeure**

Neither Party shall be held liable to the other Party 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 such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Agreement may be terminated immediately at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the defaulting Party shall not be released from liability.

33. **Assignment**

No Party shall 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.

34. **Binding Effect**

This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.

35. **Notice**

Any notice under this Agreement shall be in writing and shall 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 second 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 shall 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 shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to Pace:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: General Manager/Chief Operating Officer
Facsimile No. (847) 640-6539

If to Provider:

_____
_____
Attention: _____
Facsimile No. _____

36. **Disputes and Limitations on Liability**

Provider shall pay to Pace all costs, expenses, and reasonable attorneys' fees incurred by Pace in connection with the enforcement of this Agreement, including the repossession of any Vehicle and collection of any sums due from Provider. Each Party irrevocably waives its right to a jury trial in any legal proceeding arising out of or relating to this Agreement. Provider shall continue to perform its obligations under this Agreement notwithstanding any dispute between the Parties. In no event shall Pace be liable to Provider for anticipated profits, incidental or consequential damages, or penalties.

37. **Governing Law, Jurisdiction, and Venue**

This Agreement shall 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 the Illinois county in which Provider's principal place of business is located for any dispute arising out of or related to this Agreement.

38. **Singular, Plural, and Gender**

When used in this Agreement, unless the context otherwise requires, the singular includes the plural, the plural includes the singular, and gender-related nouns and pronouns include the feminine, masculine, and gender neutral.

39. **No Precedent**

The terms of this Agreement shall not establish any precedent in any subsequent agreement or contract involving the Parties or other parties. This Agreement may not be offered, used, or admitted into evidence in any proceeding or litigation for such purpose.

40. **Interpretation**

The word "shall" when used in this Agreement is mandatory and not permissive.

41. **Counterparts**

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

42. **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.

43. **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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates below.

PACE	**PROVIDER**
By: _____ Signature	By: _____ Signature
Print Name: Melinda J. Metzger	Print Name: _____
Title: Executive Director	Title: _____
Date: _____	Date: _____

Vehicle Program Application

Select One Vehicle Program: □ Advantage / □ Locally Based Service / □ Municipal / □ Employer Shuttle / □ Not-For-Profit Shuttle

I. **Provider Information**

Name		
Street Address	City and State	Zip Code
Name of Authorized Contact Person		
Title of Contact Person		
Telephone Number of Contact Person	Email Address of Contact Person	
Alternate Telephone Number of Contact Person	Fax Number of Contact Person	

Based on projected demand, specify the **number** of Pace-owned vehicles ("Vehicles") requested:

_____ 12-Passenger Community Van
(only for Locally Based Service)

_____ 10 to14-Passenger Conversion Van
(only for Advantage, Employer Shuttle, Municipal, and Not-for-Profit Shuttle)

_____ 7-Passenger Conversion Lift Equipped Van
(only for Advantage, Municipal, Employer Shuttle, and Not-for-Profit Shuttle)

_____ 7-Passenger Minivan
(only for Advantage, Employer Shuttle, and Not-for-Profit Shuttle)

II. **Existing Service**

Describe the type of vehicle service that Provider currently provides:

_____

_____

_____

III. **Intended Vehicle Use**

A. Describe the intended Vehicle use in Provider's vehicle service (Provider may not modify the intended Vehicle use without Pace's prior written approval):

_____

_____

_____

_____

_____

_____

B. Describe the rider eligibility criteria for Provider's vehicle service, which must be open to the public:

_____

_____

_____

C. Describe the proposed route(s) or service area(s) for Provider's vehicle service (include map(s) if needed):

_____

_____

_____

_____

_____

D. Describe the proposed trip reservation method:

_____

_____

_____

_____

E. Provide the proposed one-way fare: _____

F. Identify the days and times of Vehicle use:

Monday from _____ a.m. to _____ p.m.

Tuesday from _____ a.m. to _____ p.m.

Wednesday from _____ a.m. to _____ p.m.

Thursday from _____ a.m. to _____ p.m.

Friday from _____ a.m. to _____ p.m.

Saturday from _____ a.m. to _____ p.m.

Sunday from _____ a.m. to _____ p.m.

G. Identify any holidays on which there will be no Vehicle use:

_____

_____

H. Estimate the monthly Vehicle mileage: _____

I. Estimate the number of monthly one-way passenger trips: _____

J. Identify Provider's back-up vehicle(s) (attach additional pages as needed):

Year _____ Make _____ Model _____

Passenger Capacity _____ Wheelchair accessible: Yes _____ No _____

K. Provide any additional information that Provider wants Pace to consider when evaluating this Application (attach additional pages as needed):

_____

_____

_____

_____

_____

IV. **Administration**

A. Describe the supervision of the daily operations of Provider's vehicle service:

_____

_____

_____

_____

B. Designate a Transportation Coordinator who shall be responsible for, among other things, serving as Provider's primary contact, maintaining records, completing reports, and managing Vehicle maintenance and service:

Name: _____

Title: _____

Daytime Telephone Number: _____

Evening Telephone Number: _____

Fax Number: _____

Email Address: _____

Name of Alternate Person: _____

Title of Alternate Person: _____

Daytime Telephone Number of Alternate Person: _____

Evening Telephone Number of Alternate Person: _____

Fax Number of Alternate Person: _____

Email Address of Alternate Person: _____

C. Vehicle Storage and Maintenance

1. Provide the name and address of Provider's vehicle storage facility at which each Vehicle will be stored and describe the security at that location:

_____

_____

_____

2. Provide the name and address of the location where Vehicle maintenance will take place (*e.g.*, in-house or service station) and describe how Vehicle maintenance will be performed:

_____

_____

_____

D. Equipment

Indicate whether Provider is requesting Pace's prior written approval to alter, mark, and/or install equipment or signs on any Vehicle and, if the answer is yes, describe the proposed alteration, mark, and/or installation:

_____

_____

_____

_____

_____

E. Describe Provider's anticipated marketing strategies to publicize its vehicle service (attach a copy of any brochures or flyers):

_____

_____

_____

_____

_____

F. Provide a financial audit of Provider for the most recent year and any other financial information that would demonstrate Provider's ability to fulfill its obligations under the Pace Vehicle Program.

_____ _____

Signature of Provider's Primary Contact Person Date

_____

Printed Name of Provider's Primary Contact Person

FOR PACE VANPOOL OFFICE USE ONLY

APPROVED ☐ NOT APPROVED ☐

_____ _____

Regional Manager, Paratransit and Vanpool Date

EXHIBIT B

REQUEST FOR "NON-STANDARD" USE FORM

PLEASE CHECK AND COMPLETE THE FOLLOWING ITEMS AS APPLICABLE:

☐ REQUEST TO DRIVE VEHICLE OUTSIDE THE PACE SIX-COUNTY NORTHEASTERN ILLINOIS REGION:

Description of out-of-region trip planned: _____

_____

Purpose of out-of-region trip: _____

_____

Date(s) of out-of-region use: _____

Date request submitted to Pace: _____

FOR PACE USE ONLY

Approved ☐ Not Approved ☐ Pace Signature: _____
Date: _____

☐ REQUEST TO ALTER, MARK, AND/OR INSTALL EQUIPMENT OR SIGNS ON VEHICLE:

Description of alteration, mark, and/or installation requested: _____

_____

Purpose of alteration, mark, and/or installation: _____

_____

Date(s) for alteration, mark, and/or installation to be made: _____

Date request submitted to Pace: _____

FOR PACE USE ONLY

Approved ☐ Not Approved ☐ Pace Signature: _____
Date: _____

EXHIBIT C

Insurance Requirements – Pace Vehicle Program

Provider shall obtain and maintain insurance coverage required by this exhibit for the term of this Agreement plus one additional year. All insurers shall maintain a rating of A-VII or better as rated by A.M. Best Company.

Prior to Provider's execution of this Agreement and within five business days of Pace's written request, Provider shall provide Pace with the Certificate of Insurance and endorsements required by this exhibit for Pace's approval. Pace must approve of Provider's evidence of insurance coverage required by this exhibit prior to Provider commencing work under this Agreement. Any failure by Pace to demand or receive proof of insurance coverage or to identify a deficiency in the evidence of insurance coverage provided shall not constitute a waiver of Provider's obligation to obtain the insurance required by this exhibit.

The provisions of this exhibit, including the required minimum insurance coverages, in no way limit Provider's responsibilities under other provisions of this Agreement, including the indemnification provision. Provider's failure to carry, maintain, and/or document the insurance required by this exhibit shall constitute a breach of this Agreement.

Upon Pace's written request, Provider shall furnish Pace with a copy of each insurance policy required by this exhibit.

☒ **Evidence of Insurance** shall be on Acord 25 (or equivalent) Certificate of Insurance form and shall evidence all insurance coverage, limits, and endorsements required by this exhibit. Prior to the renewal date of each insurance policy required by this exhibit, Provider shall provide Pace with an updated Certificate of Insurance by email to insurancecert@pacebus.com.

Provider shall include with the Certificate of Insurance submitted to Pace: "Additional Insured" endorsements (CG 20 10, CG 20 37, CG 20 26 {Commercial General Liability}, and CA 20 48 {Automobile Liability}) and other policy endorsements required by this exhibit, including WC ISO WC 00 03 13.

"Other Insurance" policy clause shall be shown on the Certificate of Insurance with the following wording: "This insurance is primary, non-contributory, and not excess of any other insurance of Pace." This applies to all insurance policies where Additional Insured status of Pace is a requirement of this exhibit.

Additional Insured shall be shown on the Certificate of Insurance as "The Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, are Additional Insureds on the general liability, automobile liability, and umbrella liability policies."

Waiver of subrogation shall be shown on the Certificate of Insurance as "General liability, automobile liability, workers' compensation, and umbrella insurers waive all rights of subrogation against the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA."

The Certificate of Insurance shall disclose all deductibles or self-insured retentions, which are the sole responsibility of Provider.

The insurance required by this exhibit shall provide for written notice of policy cancellation to Pace's Insurance Liaison at least 30 days prior to the effective date of such cancellation.

The Certificate Holder shall be shown on the Certificate of Insurance as:

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

Insurance Coverages: Minimum insurance requirements for this Agreement are identified in those paragraphs below marked with an ☒:

☒ **Workers' Compensation and Employer's Liability Insurance** affording the following coverage and limits: Coverage A-Statutory Benefits and Coverage B-Employer's Liability-$500,000 Each Accident, $500,000 Disease-Each Employee, $500,000 Disease-Policy Limit. Executive officers, sole proprietors, general Providers utilizing independent Provider labor, and others not required by the Illinois Workers' Compensation Act to obtain workers' compensation insurance coverage shall execute a hold harmless agreement provided by Pace.

☒ **Commercial General Liability Insurance (Broad Form)** affording the following coverage and limits: Each Occurrence-$1,000,000; General Aggregate-$2,000,000; Products/Completed Operations Aggregate-$2,000,000; and Personal & Advertising Injury-$1,000,000. The policy shall not contain a Sexual Abuse and Molestation exclusion. The policy shall be written on an ISO CG 00 01 (or equivalent) and shall name the Regional Transportation Authority (RTA) and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy.

☒ **Business Automobile Liability Insurance** affording the following coverage and limits: combined single limit of $1,000,000 each accident for bodily injury and property damage liability arising from owned, non-owned, hired, and uninsured/underinsured vehicles. The policy shall name the Regional Transportation Authority (RTA), and Pace, the Suburban Bus Division of the RTA, as Additional Insured by endorsement to the policy. This coverage is to include $5,000 of Medical Payment coverage.

☒ **Automobile Physical Damage** with coverage afforded for **Comprehensive perils** including losses from fire, theft, vandalism, falling or flying objects, malicious mischief, lightning, windstorm, water, flood, earthquake, hail, impact with animals, missiles, riot, civil commotion, rising water, and breakage of glass (other than when caused by collision), and; **Collision perils,** including upset or collision with another vehicle, person, or any object including the ground or highway; impact with an object on or in the ground.

☒ If Provider is leasing or using Pace property, including any Pace-owned vehicle(s), and is contractually obligated to insure such property, Provider's insurer or agent/broker shall name Pace, the Suburban Bus Division of the Regional Transportation Authority, as the **Loss Payee**, and Pace shall be provided with a BP 12 03 Loss Payee (or equivalent) endorsement that specifically schedules Pace as a Loss Payee.

☒ **Umbrella Liability Insurance** affording the following coverage and limits: $4,000,000 each occurrence and $4,000,000 aggregate. The insurance shall provide coverage at least as broad as each of the underlying policies.

☒ **Waiver of Subrogation**
Provider and its insurer shall waive any rights of subrogation that they have against Pace and the Regional Transportation Authority and, in connection therewith, Provider's insurance policies required under this exhibit shall include a waiver of subrogation clause or endorsement.

For the Municipal Vehicle Program and the Locally Based Service Vehicle Program: Provider shall insert the substance of this exhibit in Provider's agreements with Third-Party Providers and shall require Third-Party Providers to provide and maintain the insurance required by this exhibit. It is Provider's sole responsibility to ensure that the insurance coverage of Third-Party Providers meets or exceeds the insurance coverage required by this exhibit.