

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda


Resolution or Ordinance (Blue) _____
Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: April 26, 2007 (B of T) Date: May 3, 2007

TITLE: Ray Graham Association Request for a Page Bus

SUBMITTED BY: Department of Community Development


BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration two resolutions in regard to a request from the Ray Graham Association to participate in a Pace Municipal Vanpool Service Agreement:

1. Authorizing the signature of the Village President on a Pace Municipal Vanpool Service Agreement.
2. Authorizing the signatures of Village President and Clerk on an Agreement with Ray Graham Association for People with Disabilities in regard to the Village's Municipal Vanpool Service Agreement with Pace.

Staff recommends approval of this request.

Please place this item on the May 3, 2007 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X

Date

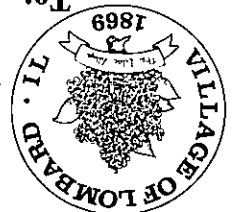
Date

Date

4/26/07

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon.

Wednesday, prior to the Agenda Distribution.



MEMORANDUM

William T. Lichter, Village Manager

David A. Hulseberg, AICP, Assistant Village Manager/Director of
Community Development

April 26, 2007

Ray Graham Association Request for a Pace Bus

The Village of Lombard has received a request from Ray Graham Association to participate in a Pace Municipal Vanpool Service Agreement. If approved the Village would enter into an agreement on behalf of the Ray Graham Association with Pace Bus. Ray Graham Association would then enter into an agreement with the Village of Lombard assuming the terms laid out in the Pace Municipal Vanpool Service Agreement. Pace Bus entered into a similar agreement with the City of Elmhurst and Ray Graham Association.

The salient points of the Pace Municipal Vanpool Service Agreement are:

- In addition to a \$270 monthly fee per van, the unit of local government is responsible for covering driver, insurance, fuel and maintenance costs.
- The initial contract between Pace and the participant must be at least one year. Within the contract the following items must be completed and provided in order to receive a vehicle(s): \$550.00 security deposit per van, two signed contracts per vehicle, Statement of Intended Use, Driver Information Form, photo copies of drivers' license, commercial general and auto liability insurance in an amount no less than \$5,000,000.00.
- After 5 years the van can be purchased for \$1,000, amounting to a total of \$16,201.00.

The salient point of the Ray Graham Association Agreement:

- All terms laid out in the Pace Municipal Vanpool Service Agreement are assumed by Ray Graham Association.

Recommendation: Staff recommends that the Village Board approve a resolution authorizing the Village President to sign the Pace Municipal Vanpool Service Agreement and a resolution authorizing the Village President and Clerk to sign the Agreement with Ray Graham and Association.



ACCREDITED BY THE COUNCIL ON
QUALITY AND LEADERSHIP IN SUPPORT
OF PEOPLE WITH DISABILITIES

CORPORATE OFFICES

Administrative Services
2801 Finley Road
Downers Grove, IL 60515-1018
Phone (630) 620-2222
Fax (630) 628-2350
TDD (630) 628-2352
Web Site: www.ray-graham.org

FAMILY SUPPORT

Respite
Early Intervention
Foster Care

RESIDENTIAL SERVICES

Children's Respite Home
Children's Group Homes
Community Integrated Living
Community Living Facilities
Supported Living Arrangements
Specialized Living Center

VOCATIONAL SERVICES

Community Learning Centers
Employment Services
Workshop Services
Vocational Evaluation
Developmental Training

RECREATIONAL SERVICES

Gateway Special Recreation
Horsemanship Program
Cultural Arts Program
New Horizons
Service Dog Program

ADVOCACY

FAMILY OF ORGANIZATIONS
Ray Graham Foundation
Housing for the Handicapped
A NOT-FOR-PROFIT ORGANIZATION
AN EQUAL OPPORTUNITY EMPLOYER
A LICENSED CHILD WELFARE AGENCY
A MEMBER OF THE ARC



RAY GRAHAM ASSOCIATION 2801 Finley Road Downers Grove Illinois 60515-1018
Cathy Ficker Terrill, President



March 9, 2007

William J. Mueller
Village President
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148
Dear President Mueller,

Thank you for meeting with me the other day. As we discussed, the Ray Graham Association for People with Disabilities would like to partner with the Village of Lombard to secure two accessible cars to transport children and adults with developmental disabilities being supported in Lombard.

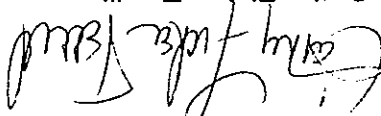
The Municipal PACE transportation program allows municipalities to partner with local non-profits to make transportation affordable and accessible for citizens with disabilities. The non-profit assumes all responsibility for the cost and liability of the vehicle.

The following is a list of Ray Graham Association program sites in Lombard:

- Bednorz Children's**
1520 S. Highland Ave.
Lombard, IL 60148
- Main Street CLC**
1155 N. Main Street
Lombard, IL 60148
- Grace CILA**
533 N. Grace
Lombard, IL 60148
- Ridge CILA**
660 N. Ridge
Lombard, IL 60148
- Wilson CILA**
117 E. Wilson
Suite A22
Lombard, IL 60148
- Lombard CLC**
837 S. Westmore-Meyers Rd.
Lombard, IL 60148
- Lombard SLA**
716 E. Division
Lombard, IL 60149

Please let me know what will be the next steps. Attached is a copy of the Ray Graham Association Municipal PACE agreement with the City of Elmhurst.

With great hope,



Cathy Ficker Terrill
President and CEO

R E S O L U T I O N
R _____ 07

**A RESOLUTION AUTHORIZING SIGNATURE OF VILLAGE
PRESIDENT ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Pace Municipal Vanpool Service Agreement between the Village of Lombard and Pace, the Suburban Bus Division of the RTA, as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

Adopted this _____ day of _____, 2007.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2007.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

**PAGE MUNICIPAL VANPOOL
SERVICE AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 200____ by and between Pace, the Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), and _____ (hereinafter referred to as "Municipality") whose address is _____.

For the purposes of this contract, "Municipality" is defined as any City, Village, Township, County, Park District, unit of local government or an Agency comprised of any of the above within the sixcounty jurisdiction of the Regional Transportation Authority.

WHEREAS, Pace is devoted to the provision of public transportation as an essential public purpose, important to the goals of improved access and mobility for the people of Northeastern Illinois, reduced traffic congestion and environmental hazards, and support for the Region's economy; and

WHEREAS, the Municipality has requested the use of public transportation vehicle(s) for certain public transportation purposes (described in Exhibit B attached hereto) consistent with Pace's goals in the provision of public transportation in a cost effective manner;

NOW, THEREFORE, the Parties agree as follows:

1. Basic Rate/Funding

Pace shall furnish _____ new vehicle(s) to Municipality for its Service. Within 10 days prior to the close of each month of service, Pace shall send the Municipality an invoice for the following month's Service, payable within 30 days of receipt. At that time, Municipality shall pay Pace \$270.00 per month per van, which amount represents a subsidy for fares on said vans. Pace has the right to change monthly fares when deemed appropriate by the Pace Board of Directors. Pace will provide the Municipality with thirty (30) day written notice prior to any change in monthly fares. Should the Municipality's monthly fare payment become two or more months in arrears, a late fee of \$25.00 per month per vehicle will be charged until the account is brought to current.

2. Receipt of Vehicle(s) / Service to Disabled

In the event that Pace is unable to provide a new vehicle to the Municipality, Pace shall provide a temporary vehicle(s) to the Municipality. Once new vehicle(s) becomes available, Pace will provide said new vehicle(s) to the Municipality for use. Upon receipt of new vehicle, the Municipality shall return to Pace any temporary vehicle(s) previously provided by Pace for use before the availability of new vehicle(s).

Acceptance of a non-lift equipped van is contingent upon Municipality continuing its pre-existing service for individuals with disabilities, with vehicles other than the van contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the van(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

Each Municipal employee must be approved by Pace prior to operating a Pace vehicle. The following documentation must be sent to the Pace Vanpool Office for review and approval for all new and

Municipality is responsible for providing its own drivers for the Shuttle Service. Drivers are not considered employees or agents of Pace or the RTA. Municipality may select its own employees to serve as drivers, including but not limited to bonded municipal drivers or municipal employees. Municipal vanpool drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and Local laws and regulations, and within the provisions of the Municipal Vanpool Agreement between Pace and the Municipality.

Drivers

6.

After the expiration of the initial one year period, this agreement may be terminated by the Municipality or Pace with thirty (30) days prior written notice. However, after six (6) months of participation, Pace shall review the usage and service of said van(s) by Municipality to determine and/or confirm that it is consistent with the purposes set forth in Exhibit B attached hereto; and, Pace reserves the right to terminate said agreement if said usage and service is not consistent with the purposes set forth in Exhibit B.

- Forfeiture of any vehicle deposit amount(s);
- Municipality's responsibility for unpaid balance of one year vehicle fees; and
- Possible legal action by Pace to collect any balances due Pace.

Municipality agrees to participate in the Pace Municipal Service for a minimum of one year. This one year commitment applies to each Pace vehicle provided to the Municipality which it plans to operate in the Shuttle Service. Failure by Municipality to participate for the minimum period will result in the following actions:

One Year Minimum Participation

5.

The basic rate allows for up to 25,000 miles per van per year. With prior written approval from Pace, Municipality may accumulate up to 30,000 miles per vehicle per year at an additional charge of \$0.15 per mile over 25,000 miles per year. Any miles accumulated in excess of 30,000 shall be charged to Municipality at the rate of \$0.30 per mile. Pace reserves the right to adjust either the mileage limits or excess mileage rates.

Mileage

4.

Municipality shall pay to Pace a security deposit in the amount of \$550 per vehicle prior to receipt of each vehicle. The deposit amount (without interest) shall be returned to Municipality upon return of the vehicle to Pace, provided the vehicle is returned in the same condition as when it was delivered to Municipality, ordinary wear and tear excepted. Any amounts due to Pace from Municipality may be deducted from the deposit amount. Upon occurrence of a chargeable event, Pace will notify Municipality and send an invoice for the amount due.

Security Deposit

3.

existing Municipal Vanpool drivers:

- Municipal Vanpool Driver Information Form (Attached as Exhibit "F")
- Copy of Employee's Drivers License

Pace Municipal Vanpool program driver standards are outlined in Pace Operations Bulletin #SBD-02-21, dated March 25, 2002 (Attached as Exhibit "E"). The Municipality must verify that potential and current drivers meet these standards. After the initial approval, the Municipality must submit the following documentation to the Pace Vanpool Office:

- Copy of renewed Drivers License prior to expiration of the employee's current license.
- Written notification whenever a driver is terminated or for any other reason is no longer driving a Pace vehicle.

Please note: Any Municipal Vanpool Driver whose driver's license is suspended or revoked must immediately notify their Municipality and the driver is prohibited from operating any Pace vehicle.

Municipality agrees to indemnify Pace against any and all financial loss resulting from a violation of Pace requirements or misuse of Pace property. In the event of any resulting financial loss to Pace, Municipality agrees to be responsible for the full amount of the loss including but not limited to:

- The cost of reasonable and necessary repairs to the Pace vehicle, or the Actual Cash Value of the Pace vehicle whichever is less.
- Loss of use of the Pace vehicle.
- Loss of revenue.

Municipality shall ensure that Pace vehicle(s) are operated only by drivers that meet the qualifications mentioned herein, including all federal, state and local standards. In addition, Municipality shall maintain a file on said drivers evidencing valid drivers license, evidence of a criminal background check, and Motor Vehicle Reports for the previous five (5) years and/or their entire driving history as necessary.

Municipality shall use its own established driver training, and, if requested by Pace, shall provide documentation for said programs as to any of its drivers under this Agreement. Pace reserves the right to establish additional guidelines in regards to driver procedures and standards. Guidelines established in any bulletins or manuals are to be considered as part of this agreement.

Accident Reporting

Municipality agrees to comply with any accident reporting procedures as set forth by Pace. Any damage to Pace vehicle as the result of an accident will be the responsibility of the Municipality, and any necessary repairs must be effected in a timely basis. Pace reserves the right to revise Accident Reporting procedures as necessary upon 30 days written notice to Municipality. Any Accident Reporting procedures or forms provided by Pace to the Municipality shall be considered to be part of this agreement.

7.

Pace reserves the right to change the reporting requirements as necessary upon 30 days written notice to Municipality. Any reporting forms provided by Pace to the Municipality are to be considered as included with this agreement.

Municipality agrees to report the miles traveled in each vehicle per month on such forms as are provided by Pace and attached hereto as Exhibit A. Actual van mileage will be monitored by Pace and any discrepancies found between actual miles and reported miles will be billed to Municipality at the Pace excess mileage rate in effect at that time. Municipality agrees to report revenues and expenses of operation on a monthly basis on the form attached hereto as Exhibit A. In addition, Municipality agrees to complete the Ridership Log on a monthly basis on the form attached hereto as Exhibit A1.

Municipality must designate an individual to serve as Pace's contact person on all matters relating to operation of the Pace vehicle. This individual must attend an orientation session with Pace Vanpool staff regarding monthly reporting procedures prior to municipality's receipt of van. Municipality shall keep accurate and timely records on such forms as are provided by Pace. Municipality shall collect and forward these reports to Pace on such schedule as directed by Pace. These reports include monthly reports and monthly ridership log for each vehicle. Failure to comply with the reporting required herein shall be considered a breach of this agreement and cause for immediate termination. A \$7.00 late fee may be charged for late or missed reports that are postmarked after the 5th of the month.

Records and Reports

9.

Municipality shall ensure that the vehicle is locked at all times while parked and that the vehicle is parked while not in use, and overnight, in a secure, off-street location (preferably on Municipality's property or at public transportation centers). Municipality shall take appropriate steps towards the security of Pace's vehicle(s). Municipality is responsible for all dispatch operations for the Shuttle Service.

- (g) For charter service.
- (f) Expose the vehicle to seizure, confiscation, forfeiture or other involuntary transfer.
- (e) Advance from Pace (See Exhibit D).
- (d) Alter, mark or install equipment in or on the vehicle, unless written approval is obtained in advance from Pace (See Exhibit D).
- (c) Remove the vehicle from the State of Illinois, unless written approval is obtained in advance from Pace (See Exhibit D).
- (b) Use or allow the vehicle to be used illegally or improperly for hire.
- (a) For personal use of any driver or other person, unless written approval is obtained in advance from Pace (See Exhibit D).
- (h) For courier service, ambulance-type service, or the transportation of goods, to pull trailers, or allow the consumption of alcoholic beverages on the van.

Municipality shall not allow the vehicle(s) to be used in the following manner:

Conditions and Restrictions on Use

8.

10. Hold Harmless, Indemnification and Insurance

Municipality, its officers, employees, agents and contractors agree:

- (a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, or any other transportation agency, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vans as provided in the Agreement by Municipality, its officers, employees, agents and contractors.
- (b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vans by Municipality, its officers, employees, agents and contractors.

Municipality and any of its officers, directors, employees, agents or contractors utilizing the Pace Vans shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vans in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
 - (1) Bodily Injury Liability
 - (2) Property Damage LiabilityCombined Liability Limits of \$5,000,000.00
- (b) Auto Liability:
 - (1) Bodily Injury Liability
 - (2) Property Damage LiabilityCombined Liability Limits of \$5,000,000.00
- (c) Auto Physical Damage:
 - (1) Collision and ComprehensiveWorker's Compensation: Minimum statutory coverage.
- (d)

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of B+. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vans. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

11. Maintenance and Repairs.

The Municipality shall be given an opportunity to inspect all equipment to be provided prior to

In the event that Municipality has retained use of the same vehicle under this Agreement for five (5) Any damage to the vehicle which is determined by Pace to be caused by Municipality's neglect of the vehicle will be the sole responsibility of Municipality, and Municipality shall compensate Pace for the cost of such repairs.

Upon termination of the Agreement, Municipality shall return the vehicle to Pace in the same condition as when it was delivered, ordinary wear and tear excepted. Upon its delivery and return, Municipality and Pace shall inspect the vehicle and provide a report on its condition. The report shall be signed by both Pace and Municipality.

13. **Return of Vehicle/Purchase of Vehicle**

Should the above inspection find that the equipment has not been maintained in accordance with the terms and conditions of Section 1 of this agreement, the inspector shall report all deficiencies noted to the Municipality. Municipality shall have thirty (30) days to correct the deficiencies noted. If not corrected, it shall constitute a breach of this Agreement and cause for immediate termination and repossession of any and all vans.

Pace or its designee shall have the right from time to time to cause the equipment and maintenance records to be inspected during normal business hours by any person appointed by Pace. Municipality must comply with Illinois Department of Transportation safety inspection every six months. Upon receipt of documentation evidencing compliance with Illinois Department of Transportation safety inspection, Municipality shall furnish same to Pace within a reasonable time, not to exceed ten (10) days.

12. **Equipment Inspection**

Municipality agrees to comply with any maintenance requirements and procedures as set forth by Pace. Pace reserves the right to revise maintenance requirements and procedures as necessary.

Municipality shall keep in good repair and maintain the equipment in good operating condition and working order; shall prepare and maintain accurate records relating to all maintenance and repair work performed by or for the Municipality on the equipment; and shall perform all scheduled maintenance required to ensure full validation of the manufacturers' warranties with respect to the equipment; shall be responsible for the cost of all washing, polishing and storage, to the extent necessary to maintain the vehicles in good and clean condition; shall maintain proper oil, battery and cooling levels, and protect the vehicles against freezing of the radiator and engine; shall comply with the terms and conditions of any Tire Agreement(s) entered into by Pace with any tire vendor(s); and shall pay for all routine maintenance and for all other maintenance and repairs not covered by manufacturers warranties. The Municipality shall maintain a mileage log for each vehicle and report to Pace monthly the number of miles traveled by each vehicle.

and repairs at its own cost and expense (except for repairs the cost of which are reimbursed under manufacturers' warranties) as provided in this section.

years and has complied with all of the terms of this Agreement, Municipality shall have the option to purchase said vehicle for the sum of \$1,000. If Municipality wishes to exercise said option, it shall be in writing to Pace thirty (30) days prior to expiration of five (5) years. Said five (5) year term shall commence only on the date of delivery of a new vehicle to the Municipality by Pace. Such five (5) year term shall not include the time that Pace provided Municipality with a temporary vehicle due to unavailability of a new vehicle.

Nondiscrimination

14.

Municipality understands and agrees that regardless of the primary purpose of the usage of the vehicle, that service provided 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 shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the Shuttle Service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation. Municipality agrees to comply with all provisions of Affirmative Action, Equal Employment Opportunity and Disadvantaged Business Enterprises set forth in Exhibit C attached hereto.

Audit and Record Keeping

15.

Municipality shall permit authorized representatives of Pace or its designees to inspect and audit all records and data associated with the operation of the Service. Municipality shall retain all records associated with the service for a period of five (5) years following expiration or termination of the service or such longer period of time for any pending audit, litigation or other claim.

Entire Agreement

16.

This Agreement contains the full understanding between Pace and the Municipality. All prior agreements, oral or written, are hereby expressly canceled.

Amendments

17.

Pace reserves the right to make amendments by modifying and/or adding to any of the terms of this Agreement by providing the Municipality with thirty (30) days written notice.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the MUNICIPALITY date indicated above by their duly-authorized representatives.

PAGE

_____ Signed:	_____ Signed:
_____ Print Title:	_____ Print Title:
_____ Date:	_____ Date:

EXHIBIT B

STATEMENT OF INTENDED USE

The Municipality plans to use the Van obtained from Pace Suburban Bus Service in a manner that will reduce the number of motor vehicles on the road with its corporate limits with a resultant reduction in exhaust emissions and ground water contaminants. The vehicle will be used to provide transportation to the general public with specific emphasis on, but not limited to, the following groups:

SENIOR CITIZENS

The Van will be used to provide individual transportation for Seniors to and from medical/dental facilities, shopping areas, social functions, etc. The Van will also be used to transport groups of Seniors to and from group events designed specifically for their participation.

INDIVIDUALS WITH DISABILITIES

The Van will be used to provide transportation for Individuals with Disabilities to and from places of employment, medical/dental facilities, shopping areas, social functions, etc. The intent is to provide the means for Individuals with Disabilities to lead a life as close as possible to that of individuals without disabilities.

LOW INCOME PEOPLE

Low Income People are those individuals whose annual income is at or below the poverty level as defined by the Illinois Department of Human Services. The Van will be used to provide transportation to these Low Income People to and from places of employment, places providing training, medical/dental facilities, shopping areas, limited social functions, etc.

Acceptance of a non-lift-equipped van is contingent upon Municipality continuing its pre-existing service for individuals

with disabilities, with vehicles other than the van contracted for herein, for the duration of this contract. Should Municipality discontinue its existing service to individuals with disabilities at any time during the pendency of this contract, Municipality shall immediately notify Pace, who may, in its sole discretion either replace the van(s) contracted for herein with one(s) that will enable the Municipality to continue service for individuals with disabilities, if equipment is available, or terminate this contract.

This is a "first effort", for the Municipality, in providing public transportation for its residents to and from places within its Corporate Limits. While past experience indicates the usage patterns detailed above to be accurate, the actual pattern of use cannot be determined until said program has been in existence for at least six months, at which time there will be a review of said program as to its usage.

FOR PACE VANPOOL OFFICE USE ONLY <input type="checkbox"/> APPROVED <input type="checkbox"/> NOT APPROVED	Vanpool Department Manager _____ Date _____
--	--

Office.

Modifications to the stated intended use, identified above, must be pre-approved by the Vanpool

Describe intended use of Pace van(s):

Intended Use of Pace Van(s)

EXHIBIT B-1

**AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY
AND DISADVANTAGED BUSINESS ENTERPRISES**

EXHIBIT C

A. Affirmative Action. Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service. Such action shall include, but not be limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Grantee shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Grantee's employment practices. Grantee shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.

B. Equal Employment Opportunity Clause. Grantee shall comply with the following provisions, collectively referred to as the "Equal Employment Opportunity Clause":

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire persons in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send a notice to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Grantee in its efforts to comply with such Act and Rules and Regulations, Grantee shall promptly so notify the Department, and Grantee shall recruit employees from other sources when necessary to fulfill its obligations hereunder.

(2)

"DBE Obligation. (1) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the

(1)

"Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this agreement."

D. Disadvantaged Business Enterprises. In connection with the performance of this Agreement, Grantee shall provide for the maximum utilization of disadvantaged business enterprises and shall use its best efforts to ensure that disadvantaged business enterprises shall have maximum practicable opportunity to compete for all subcontract work under this Agreement. Grantee agrees to comply with the following United States Department of Transportation requirements and to include such clauses in each subcontract:

In addition, Grantee shall insert verbatim or by reference the provisions of the Equal Employment Opportunity Clause in every performance subcontract as defined in Section 1.1(17)(b) of the Department's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Agreement, Grantee will be liable for compliance by all its sub-contractors with applicable provisions of this Section; and further it will promptly notify Race and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Grantee will not utilize any subcontractor declared by the Department to be non-responsible and, therefore, ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"No discrimination shall be made in any term or aspect of employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors."

C. Subcontracts. Grantee shall insert the following provision in all subcontracts relating to the provision of Transportation Services and Other Services except subcontracts for standard commercial supplies or raw materials:

(6)

That it will permit access by Race and the Department to all relevant books, records, accounts, and work sites for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(5)

That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or Race, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

Date for changes to be made: _____ Date Request Submitted: / / _____

Description of Alteration, Mark and/or Installation requested: _____

ALTER, MARK AND/OR INSTALL EQUIPMENT IN OR ON THE VEHICLE:

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

Date or dates of out-of-state use: _____ Date Request Submitted: / / _____

Description of out-of-state trip planned: _____

PERMIT VEHICLE TO BE DRIVEN OUTSIDE THE STATE OF ILLINOIS:

Approved: _____ Disapproved: _____ Date: / / _____ Pace Signature: _____

Date or dates of said use: _____ Date Request Submitted: / / _____

Description of personal use planned: _____

PERMIT DRIVER(S) TO DRIVE VEHICLE FOR PERSONAL USE:

REQUEST FOR "NON-STANDARD" USE
PLEASE CHECK & COMPLETE ANY OR ALL OF THE FOLLOWING THREE ITEMS

EXHIBIT D

EXHIBIT E

OPERATIONS BULLETIN
MUNICIPAL VANPOOL PROJECTS
3/20/02

SUBJECT: MUNICIPAL VANPOOL PROGRAM DRIVER STANDARDS

Please review the following standards for drivers in Pace's Municipal Vanpool Program. The Municipality must verify that potential and current drivers meet these standards.

Municipal van pool drivers must be selected on the basis of their qualifications, in accordance with Federal, State, and local laws and regulations, and with the provisions the Municipal Vanpool Agreement between Pace and the municipality.

Requirements for Municipal Vanpool Drivers

7. Drivers must be 21 years of age or older, licensed for at least one year.
8. Individuals convicted of a felony are prohibited from driving in Pace's Municipal Vanpool Program.
9. Anyone operating a vehicle in Pace's Municipal Vanpool Program must have a valid drivers license. The Municipality must obtain a Motor Vehicle Report (MVR) for potential drivers going back at least five (5) years. If an individual resided or was employed out of state during the previous 5 years, the employee must obtain an MVR from that state in addition to the Illinois MVR. If the driver's license is not issued by Illinois, Indiana, or Wisconsin, the driver must obtain a valid drivers license from one of these states within 45 days of acceptance as a Municipal Vanpool driver. In order to drive in Pace's Municipal Vanpool Program, the potential driver's MVR must meet the following standards/qualifications:
 - No Class I or Class II convictions.
 - Class I - Manslaughter or leaving the scene of an accident
 - Class II - Careless or reckless driving
 - No more than one (1) Class III or Class IV conviction in the last five (5) years.
 - Class III - Speeding, violations of a traffic signal, serious citations that involve an accident
 - Class IV - Improper turn, improper lane change, failure to observe a stop sign, failure to yield, other moving citations not involving an accident.
 - No pattern of driving violations on their record.
 - No convictions/suspensions for driving while intoxicated or impaired by alcohol or drugs.
 - Not currently in receipt of a traffic violation.

The Municipality is responsible for determining that a potential driver meets Municipal Vanpool Program standards. The Municipality shall maintain a file for each driver which contains along with other relevant documentation, the following:

- Copy of valid drivers license
- Evidence of criminal background check
- A Motor Vehicle Report going back at least five (5) years

Tom Groeninger, Regional Manager

EXHIBIT F

**PACE MUNICIPAL VANPOOL PROGRAM
DRIVER INFORMATION FORM**

New Driver
Change of Information

Name: _____

Municipality: _____

Social Security Number: _____
Date of Birth: _____

Drivers License Number: _____
Expiration Date: _____

**** A legible copy of your drivers license must be attached to this application ****

1. How long have you had a drivers license? _____ years

2. Have you ever been convicted of a felony? _____ no _____ yes

3. Have you ever been convicted of driving while intoxicated or under the influence of drugs?
_____ no _____ yes

4. Do you have a condition which may or does result in physical or mental impairment which
may affect your ability to drive a van? _____ no _____ yes

If yes, please explain:

*The above information is true and correct to the best of my knowledge. I hereby authorize Pace to
verify any information contained within this Application with the appropriate agencies or
other entities.*

*This application warrants verification of my motor vehicle record history and periodic updates of my
motor vehicle records.*

Signed: _____
Date: _____

MUNICIPALITY USE ONLY

Hire Date: _____

Criminal Background Check Date: _____

MVR Check Date: _____

Driver Training Date: _____
Termination Date: _____

Transportation Coordinator Signature: _____

VANPOOL OFFICE USE ONLY

Drivers License Check Date: _____
Acceptable _____
Unacceptable _____

Municipal Vanpool Driver Application Approved: _____
yes _____
no _____

Approved by: _____
Date: _____

VIP Rep: _____

Municipal Vanpool Program

The Municipal Vanpool Program (MVP) offers units of local government the opportunity to create options to meet the transportation needs of their community. Using vans, program participants can implement services to supplement existing services or to develop new service where it is needed.

Common uses for the MVP are to provide services such as a community circulator or a connector to Pace fixed routes and Metra train stations.

This program supports locally based service, a cornerstone of Pace's Vision 2020 – a comprehensive plan to improve and enhance public transportation for northeastern Illinois by restructuring routes and creating new services. Pace's Municipal Vanpool Program is an innovative approach to providing public transportation to meet the needs of the diverse communities that comprise Pace's service area. By allowing the communities to design the type of service that it needs participants establish the service area, hours, and fares.

What you should know about the program...

- All units of local government are eligible; this includes: townships, villages, park districts, counties and towns.
- In addition to a \$270 monthly fee per van, the unit of local government is responsible for covering driver, insurance, fuel and maintenance costs.
- *The initial contract between Pace and the participant must be at least one year. Within your contract these items must be completed and provided in order to receive your vehicle(s): \$550.00 security deposit per van, two signed contracts per vehicle, Statement of Intended Use, Driver Information Form, photo copies of driver's license, commercial general and auto liability insurance in an amount no less than \$5,000,000.00.*
- After 5 years the van can be purchased for \$1,000, amounting to a total of \$16,201.00.
- Vans come in one of three sizes:
 - Minivans 2-6 riders
 - Conversion 7-10 riders (wheelchair lift equipped-7 passengers only)
 - Maxi vans 7-14 riders

Does this sound like the solution to your community's transit challenges? Would you like more information about your eligibility and the application process? Contact Patrick Wilmot at (847) 228-4225 if you would like to schedule an information session.

Hold Harmless, Indemnification and Insurance

Municipality, its officers, employees, agents and contractors agree:

- (a) To waive, release and hold harmless Pace, its directors, officers, employees and agents, from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the use of Pace Vans as provided in the Agreement by Municipality, its officers, employees, agents and contractors.
- (b) To indemnify Pace, its directors, officers, employees and agents, and any other transportation agency, from and against any claims, liabilities, losses, suits, judgments or settlements of any party arising out of or in any way relating to the use of Pace Vans by Municipality, its officers, employees, agents and contractors.

Municipality and any of its officers, directors, employees, agents or contractors utilizing the Pace Vans shall each carry and keep in force commercial general and auto liability insurance covering the use of the Pace Vans in amounts not less than the following:

- (a) Commercial General Liability (including Broad Form Contractual):
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
- (b) Auto Liability:
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
- (c) Combined Liability Limits of \$5,000,000.00
 - (1) Bodily Injury Liability
 - (2) Property Damage Liability
- (d) Auto Physical Damage:
 - (1) Collision and Comprehensive
- (d) Worker's Compensation: Minimum statutory coverage.

If Municipality's current certificate of insurance does not meet the requirements stated above, Municipality must update their insurance to meet these requirements and resubmit the certificate of insurance to Pace for approval. Upon thirty (30) day written notice to the Municipality, Pace reserves the right to change minimum insurance requirements.

Insurance carried by Municipality and its contractors shall be primary over any other insurance carried by Pace, including self-insurance. The Suburban Bus Division of the Regional Transportation Authority, d/b/a Pace, and the Regional Transportation Authority shall be named as additional insureds on above policies. Insurance is to be provided by an insurance company which meets or exceeds Best's rating of B+. Before delivery of the equipment, Municipality shall present certificates of insurance satisfactory to Pace, showing Pace and RTA (as described herein) as additional insureds, including certificates from any of its contractors utilizing the Pace Vans. Municipality shall provide Pace with any new certificate of insurance upon renewal or if any information has changed.

R E S O L U T I O N
R _____
07

**A RESOLUTION AUTHORIZING SIGNATURES OF VILLAGE
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and The Ray Graham Association for People with Disabilities in regard to the Village's Municipal Vanpool Service Agreement with Pace, as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

Adopted this _____ day of _____, 2007.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2007.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND
THE RAY GRAHAM ASSOCIATION FOR PEOPLE WITH DISABILITIES
IN REGARD TO THE VILLAGES
MUNICIPAL VANPOOL SERVICE AGREEMENT WITH PACE**

THIS AGREEMENT (hereinafter the "AGREEMENT"), entered into this 25

day of April, 2007, by and between the Village of Lombard, DuPage

County, Illinois (hereinafter the "VILLAGE") and the Ray Graham Association for People
With Disabilities, DuPage County, Illinois (hereinafter the "ASSOCIATION"). (The

VILLAGE and the ASSOCIATION are hereinafter sometimes individually referred to as

a "Party" and collectively referred to as the "Parties.")

WITNESSETH:

WHEREAS, the VILLAGE has entered into a Municipal Vanpool Service

Agreement with the Suburban Bus Division of the Regional Transportation Authority

(hereinafter "PACE"), pursuant to which PACE has agreed to provide vehicles to the

VILLAGE to allow the VILLAGE to provide certain dial-a-ride transportation service to

VILLAGE residents with disabilities (hereinafter the "PROGRAM") for a period of at least

one (1) year; a copy of said agreement with PACE being attached hereto as EXHIBIT 1

and made part hereof (hereinafter the "PACE AGREEMENT"); and

WHEREAS, pursuant to the PACE AGREEMENT, the VILLAGE is not precluded

from contracting with other entities to provide the transportation services referenced in

the PACE AGREEMENT, under certain terms and conditions (hereinafter the "THIRD

PARTY PROVIDER"); and

WHEREAS, the ASSOCIATION has indicated to the VILLAGE that, as the

ASSOCIATION currently provides certain transportation services to VILLAGE residents

with disabilities, the ASSOCIATION is willing to provide the transportation services

described in the PACE AGREEMENT, on behalf of the VILLAGE, as the THIRD PARTY

PROVIDER; and

WHEREAS, the VILLAGE has determined that it is in the best interests of the

VILLAGE to use the ASSOCIATION as the THIRD PARTY PROVIDER under the PACE

AGREEMENT, under the terms and conditions as provided herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides

authority for this AGREEMENT; and

WHEREAS, it is in the best interests of the VILLAGE and the ASSOCIATION to

enter into this AGREEMENT;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and

agreements hereinafter contained, and other good and valuable consideration, the

receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties

hereto agree as follows:

1. The VILLAGE shall:

A. Take all necessary action to:

(i) designate the ASSOCIATION as the THIRD PARTY

PROVIDER on behalf of the VILLAGE under the PACE

AGREEMENT; and

(ii) obtain the written approval of PACE for this AGREEMENT

as negotiated;

B. Provide the ASSOCIATION with the vehicles to be provided to the

VILLAGE by PACE under the PACE AGREEMENT; and

C. Provide the ASSOCIATION with any revenues to be received from

PACE, if any, under the PACE AGREEMENT.

sex, marital status, national original or ancestry, age, physical or employment by the ASSOCIATION because of race, color, religion, that no discrimination shall be made in any term or aspect of

F. As required by Exhibit C to the PACE AGREEMENT, make sure AGREEMENT;

E. Keep all fare box revenues generated by the transportation services provided by the ASSOCIATION pursuant to this coordination of drivers and dispatching services;

D. Use the vehicles supplied to the VILLAGE under the PACE AGREEMENT to provide transportation services to disabled residents of the VILLAGE, including, but not limited to, the AGREEMENT.

C. In addition to complying with the insurance requirements set forth in Section 10 of the PACE AGREEMENT, name the VILLAGE and its officers, agents and employees as additional insureds on all insurance policies as required by said Section 10 of the PACE AGREEMENT.

B. Comply with all the terms, conditions and requirements of the PACE AGREEMENT, including, but not limited to, any and all driver documentation, insurance and reporting requirements, as are applicable to the VILLAGE thereunder, on behalf of the VILLAGE;

A. Take all action necessary to serve as the VILLAGE's THIRD PARTY PROVIDER under the PACE AGREEMENT;

2. The ASSOCIATION shall:

mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors; and

G. During the term of this AGREEMENT, investigate whether a more permanent disabled persons transportation solution exists for the VILLAGE, as well as for the other municipalities within the service area of the ASSOCIATION, and report to the VILLAGE the findings of said investigation.

3. In addition to complying with the indemnification/hold harmless requirements applicable to PACE, the ASSOCIATION shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or out of the acts or omissions of the ASSOCIATION, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this AGREEMENT.

4. This AGREEMENT is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this AGREEMENT shall constitute a waiver of any privileges, defenses or immunities which the VILLAGE may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

5. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i) the PACE AGREEMENT is terminated; or

to the VILLAGE in the event that:

9. The ASSOCIATION may terminate this AGREEMENT upon written notice

for the term of the PACE AGREEMENT.

date the last of the Parties execute this AGREEMENT as set forth below, and shall be

8. This AGREEMENT shall be deemed dated and become effective on the

relating to the subject matter of this AGREEMENT which are not fully expressed herein.

arrangements or understandings, oral or written, between and among the Parties hereto

respecting the within subject matter. There are no representations, agreements,

and supersedes any prior understanding or written or oral agreements between them

7. This AGREEMENT contains the entire understanding between the Parties

constitute one and the same AGREEMENT.

counterparts, each of which shall be deemed an original, but both of which shall

6. This AGREEMENT shall be executed simultaneously in two (2)

designate in a written notice to the other Party.

or to such other address, or additional parties, as either Party may from time to time

President
Ray Graham Association for People With Disabilities
2801 Finley Road
Downers Grove, Illinois 60515

B. If to the ASSOCIATION:

Village Manager
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

A. If to the VILLAGE:

(ii) funding and/or equipment is not provided by PACE as provided in

this AGREEMENT or the PACE AGREEMENT.

10. In the event of litigation regarding this AGREEMENT, venue shall be in DuPage County, Illinois, and the non-prevailing party shall reimburse the prevailing party for the reasonable costs and expenses (including reasonable attorneys' fees through any appellate level) incurred by the prevailing party.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this AGREEMENT to be executed by its Village President and attested by its Village Clerk, and the ASSOCIATION, pursuant to the authority duly granted by the adoption of a Resolution by its Board, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

RAY GRAHAM ASSOCIATION
FOR PEOPLE WITH DISABILITIES

Name: William J. Mueller
Title: Village President

Name: Kathy Terrill
Title: President

ATTEST:

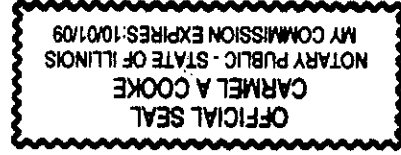
ATTEST:

Name: Brigitte O'Brien
Title: Village Clerk

Name: _____
Title: Secretary

Dated: _____

Dated: 4/25/07



Carmel A. Cooke
Notary Public

2007.

GIVEN under my hand and Notary Seal, this 25th day of 2007

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Kathy Terrill and Rosette Wright personally known to me to be the President and Secretary of the Ray Graham Association for People With Disabilities (hereinafter the "Association"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Association, as their free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Association, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

STATE OF ILLINOIS
)
) SS
)
COUNTY OF DUPAGE

**(Municipal Vanpool Service Agreement
By and Between the Suburban Bus Division of the
Regional Transportation Authority (PACE) and the Village of Lombard)**

EXHIBIT 1