

AGENDA

RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

December 9, 2013

Roll Call

1. A Resolution Authorizing the Execution of Partial Transfer of Water Lines and Maintenance Agreement Between the Village of Park Forest and the Board of Directors of _____ Corporation
2. A Resolution Authorizing the Execution of a Service Provider Agreement to Engage in Public Transportation Services with Pace
3. A Resolution Authorizing the Sale by Public Auction of Personal Property Owned by the Village of Park Forest
4. A Resolution Revising the Rules of Order and Procedure of the Mayor and Board of Trustees
5. A Resolution Adopting the Holiday and Meeting Schedule for the Calendar Year 2014
6. A Resolution Establishing the 2014 Village of Park Forest Legislative Agenda

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Clerk Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall and on the Village website
www.villageofparkforest.com

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the Village Manager's Office at least 48 hours in advance of the scheduled meeting. The Village Manager's Office can be reached via telephone at (708) 283-5605 or (708)748-1129 or via e-mail at sblack@vopf.com. Every effort will be made to allow for meeting participation.

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Thomas K. Mick,
Village Manager**

DATE: December 3, 2013

**RE: A RESOLUTION AUTHORIZING THE EXECUTION OF PARTIAL
TRANSFER OF WATER LINES AND MAINTENANCE AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND THE BOARD OF
DIRECTORS OF _____ CORPORATION**

BACKGROUND/DISCUSSION:

The Village of Park Forest has a bit of an anomaly within the multifamily areas of the community. This relates to 2-inch water main service lines which run through row houses (town homes) of these multi-family areas. The Village has maintained these lines since the buildings were constructed. What this means is that the water main enters through the basement wall on one side of the row of units and runs through the basement of each connecting unit all the way until it leaves the foundation of the last unit.

Of particular concern for the Village are the following issues:

- For all single-family homes – and duplex units in the multi-family areas – the Village’s maintenance and replacement obligation ends at the buffalo box/turn on valve, which is typically in the front yard of the property. In some respects, this can be seen as an unfair level of higher service for the row house units.
- The Village oftentimes has Public Works Staff inside of private property in the basements of these particular units to check on leaks and/or make repairs. Clearly, there are liability exposures on so many levels that the Village would just assume remove itself from.
- There is an extensive financial liability for ongoing repair, and ultimate replacement, of these water mains.

Village Staff has analyzed this issue over the past several years. As part of the analysis, previous Village legal counsel (Paul Stephanides) stated that one option for the row house issue would be for the Village to vacate or abandon the lines/easements because they are of no particular use from the municipality’s end. On the other hand, there is decades-old documentation which suggests the Village is legally obligated to continue on with maintenance status quo. Additionally, there is longstanding past practice of replacement/maintenance wherein such a change could be problematic.

Rather than wage a legal battle in which the Village and parties on the other side would expend substantial costs on court proceedings, a joint exploration has unfolded. The partnership began as far back as 2008/2009 in developing a maintenance agreement of mutual benefit. At the outset of discussions, Village Staff met with representatives of all five Park Forest Cooperatives. Progress continued with Area J, Birch Street Townhomes and Area E while the two remaining cooperatives expressed a reluctance to move away from the status quo. The trio of partnering cooperatives engaged a legal counsel collectively to work with Village Staff and legal counsel to develop a maintenance agreement as attached to this memo. Highlights of the agreement include the following:

- The Village would continue maintenance/replacement responsibility for the 2 inch water main lines as they run underground from one series of row houses to the next within a multi-family court yard.
- The multi-family private property owners agree to assume maintenance/replacement responsibility for 2 inch water main lines which run through the lower basements of the row houses. This responsibility would extend one foot beyond the foundation wall.
- For any replacement work to be carried out for the replacement of the basement water main lines, the private property owners agree to have all work done in accordance with Village and State Codes and will submit plans accordingly.
- The Village agrees to waive any permit fees for such replacement work to be carried out by private property owners and will assume any costs for inspection fees associated with ensuring that replacement work is carried out according to Village and State Codes.
- For a period of 99 years, the Village agrees that it will not charge a higher water rate than was charged to single family owners.

A corresponding resolution has been drafted giving the Village Manager authorization to execute the agreement with three partner cooperatives. From there, the Village will pursue discussion with the two other cooperatives. Options for partnerships with condominium multi-family areas will also be explored.

SCHEDULE FOR CONSIDERATION:

This issue will be on the agenda of the December 9th Rules Meeting for Board discussion

**A RESOLUTION AUTHORIZING THE EXECUTION OF
PARTIAL TRANSFER OF WATER LINES AND MAINTENANCE AGREEMENT
BETWEEN THE VILLAGE OF PARK FOREST AND
THE BOARD OF DIRECTORS OF _____ CORPORATION**

WHEREAS, the Village of Park Forest (“Village”) is a home rule municipality within the purview of Article VII Section 6(a) of the Illinois Constitution, and as such may exercise any power or perform any function pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, the Village desires to enter into an Agreement with the Board of Directors of Cooperative Properties (“Owners”) for the partial transfer and maintenance of water mains serving Cooperative Properties within the Village (“Agreement”), a copy of which is attached hereto and made a part hereof as Exhibit “A”; and

WHEREAS the Agreement delineates the responsibility for the cost to maintain water mains and lines between the Village and Owners; and

WHEREAS the Mayor and Board of Trustees of the Village of Park Forest (“Corporate Authorities”) have determined that the Agreement is in the best interest of the safety and welfare of the residents of the Village of Park Forest.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook County, Illinois, as follows:

Section 1. Recitals. The above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Approval of Agreement. The Agreement between the Owners and the Village of Park Forest, a copy of which is attached hereto and made a part hereof as Exhibit “A”, is hereby approved in substantially the form presented to the Village Board, with such necessary changes by the Village Attorney and as authorized by the Mayor, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. Authorization of Village Officials. The Village Manager and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required documents to implement the terms and conditions of the Agreement and to execute any non-material amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 5. Repealer. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

APPROVED by the Mayor of the Village of Park Forest, Cook County, Illinois on this 9th day of December, 2013.

APPROVED:

ATTEST:

John A. Ostenburg, Mayor

Sheila McGann, Clerk

**PARTIAL TRANSFER OF WATER LINES AND
MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT is made and entered into as of this ____ day of _____, 2013, between the Village of Park Forest (“Village”) and the Board of Directors of _____ Corporation (“the Owner”).

RECITALS

WHEREAS, this Partial Transfer of Water Lines and Maintenance Agreement (“Agreement”) is intended to define the responsibilities of the Village and the Owner (collectively referred to as “the Parties”), with regard to what actions are required of each for the maintenance, repair, replacement, enhancement and improvement of water mains and lines located on the Owner’s private property; and

WHEREAS, the Village and the Owner propose to divide the costs for maintenance, repair, replacement, enhancement and improvement of the water mains and lines as defined herein; and

WHEREAS, the Village and the Owner shall divide said costs pursuant to the Water Mains and Lines Map attached hereto and incorporated herein by reference as Exhibit A, with the Village maintaining certain water mains and lines as set forth in Exhibit A, and the Owner also maintaining certain water lines as set forth in Exhibit A; and

WHEREAS, the Owner acknowledge that the Village has maintained all the water mains and lines set forth in Exhibit A since their existence and that the Owner shall own and control those water lines set forth in Exhibit A from the effective date of this Agreement; and

WHEREAS, the Parties agree that the division of the costs set forth in this Agreement is fair and reasonable; and

WHEREAS, pursuant to 65 ILCS 5/2-2-12 (2010), and the Village’s home rule authority, the Village has the power to contract and be contracted with.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED.

The above recitals are incorporated herein as though fully set forth.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, and the interpretation and enforcement thereof, the following terms, phrases, words and their derivations shall have the meanings given herein, unless the context in which they are used shall indicate otherwise. When not inconsistent with the context, words used in the present tense include the future, words in the singular number include the plural number, and words in the plural number include the singular number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

BUFFALO BOX: The shut-off valve for the water lines.

BUILDING: A free-standing structure containing one or more units bounded by the outside face of the foundation.

ENHANCEMENT: To make greater in value or effectiveness.

IMPROVEMENT: A change, alteration or addition that adds value or effectiveness.

MAINTENANCE: Expenses for the on-going repair and maintenance of the water mains and lines to keep the water mains and lines in an ordinary, efficient and functionally operational and safe condition and which do not add to their value or appreciably prolong their useful life.

PUBLIC WATER SUPPLY: The mains, pipes and structures through which water is obtained and distributed to the public, including wells, and well structures, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use.

REPAIR: See maintenance above.

REPLACEMENT: A replacement shall be the substitution of a similar asset for the asset that is being replaced.

UNIT: A residence contained within a building.

WATER MAIN: A principal pipe in a system of pipes for conveying water from the Village's public water supply installed underground.

WATER LINE: A pipe carrying the Village's public water supply from the water main to the water distribution system of the building served.

SECTION 3. MAINTENANCE OBLIGATIONS

3.1. The Village shall be responsible for the maintenance, repair, and replacement of the water mains and lines from any and all buffalo boxes to the outside foundation of Owner's buildings located on Owner's properties as depicted in Exhibit A, that have been constructed in order to provide the public water supply, in part, to the residents of Owner's properties, including all costs and expenses. The Village shall also be responsible for the maintenance, repair, and replacement of the water mains and lines located between buildings on the Owner's properties as depicted in Exhibit A that have been constructed in order to provide the public water supply, in part, to the residents of Owner's properties, including all costs and expenses. The Village shall construct enhancements and improvements to serve the water mains and lines depicted in Exhibit A, which it owns, to the same general extent that such enhancements and improvements are otherwise provide within the Village, including but not limited to increasing the size of water mains and lines.

3.2. The Owner shall be responsible for the maintenance, repair, improvement, enhancement and replacement of the water lines located in the basements of single units or attached units within a building, and within the units, and extended one (1) foot beyond the outside of the foundation wall of the units, located on the Owner's properties as depicted in Exhibit A that have been constructed in order to provide the public water supply to the residents of Owner's properties, including all costs and expenses.

3.3. The Village shall expressly own, control, maintain repair, replace, improve and enhance the water lines and mains from one (1) foot outside the foundation wall outward from the Owner's building and units, pursuant to this Agreement as depicted in Exhibit A that have been constructed in order to provide the public water supply, in part to the residents of Owner's Properties.

3.4. The Owner shall expressly own and control the water lines for which the Owner is responsible for the maintenance, repair, replacement, improvement and enhancement pursuant to this Agreement as depicted in Exhibit A that have been constructed in order to provide the public water supply, in part, to the residents of Owner's properties.

3.5. The Owner shall not do anything which might damage the Village's water mains, buffalo boxes, service pipes, curb box, curb cock, meters and meter shutoff valves or prevent all meters and valves from being accessible and capable of being operated.

SECTION 4. TRANSFER OF OWNERSHIP AND TERM.

4.1. This Agreement shall serve as a bill of sale for the water lines shown on Exhibit A, as being within the outside foundation walls, and extended one (1) foot beyond the outside of the foundation walls, of the Owner's buildings inward. The transfer of ownership provided for in this Agreement shall be permanent. The

obligations of the parties regarding maintenance, repair and replacement shall continue so long as the Owner shall be a water customer of the Village and so long as the Village shall supply water to the Owner or its successor in any manner.

SECTION 5. NOTICES AND COMMUNICATIONS.

5.1. All notices, demands, requests for reimbursement or other communications under or in respect to this Agreement shall be in writing and shall be deemed to have been given when the same are deposited in the United States mail and sent by first class mail, postage prepaid, or by hand delivery to the Parties at their respective addresses as follows:

To the Village:

Village Manager
Village of Park Forest
350 Victory Drive
Park Forest, Illinois 60466

To _____:

5.2. The Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

SECTION 6. ENTIRE AGREEMENT; AMENDMENTS AND MODIFICATIONS.

6.1. This Agreement constitutes the entire Agreement and there are no representations, conditions, warranties or collateral agreements, express or implied, statutory or otherwise, with respect to this Agreement other than as contained herein.

6.2. This Agreement may not be modified, amended or changed in any way except by written agreement duly signed by persons authorized to sign agreements on behalf of the Village and the Owner.

SECTION 7. SECTION HEADINGS.

The section headings provided in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

SECTION 8. BINDING AUTHORITY AND AUTHORIZATIONS.

The Owner authorized representatives who have executed this Agreement warrant that they have been lawfully authorized to execute this Agreement. The Village Manager and Village Clerk hereby warrant that they have been lawfully authorized by the Village's Board of Trustees to execute this Agreement. The Village and the Owner

shall deliver, upon request, to each other at the respective time such entities cause their authorized agents to affix their signatures hereto copies of any resolutions or ordinances to legally evidence the authority to so execute this Agreement on behalf of the respective parties.

SECTION 9. INDEMNIFICATION.

9.1. The parties intend, in making this Agreement, to give the responsibility to the Owner for the ownership and maintenance of water lines within the outside foundations inward to the Owner's buildings and units located on Owner's Properties as depicted in Exhibit A and to give the ownership and maintenance responsibility to the Village for all other water mains and water lines. With regards to any claims, demands or suits by third-parties, arising out of the alleged ownership, maintenance and responsibility of the Village regarding water lines, which are now owned and the responsibility of the Owner, and regarding such claims, demands or suits against the Owner, relating to water lines or water mains to be owned or maintained by the Village, each party agrees to indemnify and hold harmless the other party, their officers, officials, employees, volunteers and agents from any such claims, damages losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the work to be performed by the other party under this Agreement or the ownership of water lines and mains.

9.2. Nothing contained herein shall be construed as prohibiting the Village or the Owner, their officers, officials, employees, volunteers, residents and agents, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them.

SECTION 10. COVENANT NOT TO SUE.

The Owner, officers, officials, employees, residents, volunteers and agents hereby covenant not to sue or otherwise bring any action in law or equity against the Village, its officers, officials, employees, volunteers or agents for any claims, loss, damage, expense, debt or liability of any nature whatsoever as a result of the condition of the water lines now or in the future for which the Owner shall control, own and maintain pursuant to this Agreement.

SECTION 11. RELEASE.

11.1. The Village represents and warrants to the Owner that the water and lines for which ownership is being transferred herein as are set forth in Exhibit A are free and clear of all liens, charges and encumbrances, and any other claims of third-parties, which would interfere with the transfer of ownership of the water lines. The Village will defend and indemnify the Owner, its officers, officials, employees, volunteers and agents against all claims, costs, causes, actions and expenses contesting the validity of the transfer of ownership.

11.2. The Village expressly disclaims all warranties of quality, fitness and merchantability and said warranties are hereby excluded.

SECTION 12. GOVERNING LAW AND SEVERABILITY.

12.1. This Agreement shall be governed by the laws of the State of Illinois.

12.2. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 13. AMENDMENTS AND MODIFICATIONS.

This Agreement may be modified or amended from time to time by the authorized representatives of the Parties, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Parties. This Agreement constitutes the entire agreement of the parties hereto with regard to the subject matter of the Agreement. There are no representations, warranties, covenants or agreements unless expressed in writing herein or by written modification pursuant to this Section.

SECTION 14. NON-WAIVER OF RIGHTS.

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 15. HEADINGS AND TITLES.

The headings or titles of any provisions of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

SECTION 16. COUNTERPARTS.

This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

SECTION 17. NON-ASSIGNMENT—RIGHTS OF THIRD PARTIES.

17.1. This Agreement shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

17.2. This Agreement shall inure solely to the benefit of the Village and the Owner, and shall create no rights in any other person or entity.

SECTION 18. SUCCESSORS AND ASSIGNS.

18.1. The Village and the Owner each bind themselves and their successors, and/or assigns to the other parties of the Agreement and to their successors, and/or assigns of such other party in respect to all covenants of this Agreement.

18.2. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Village or the Owner, nor shall it be construed as giving any right or benefit hereunder to anyone other than the Village and the Owner.

SECTION 19. EFFECTIVE DATE.

19. As used in this Agreement, the Effective Date of this Agreement shall be the date upon which the Village Clerk of the Village of Park Forest attests signature of the Village Manager of the Village of Park Forest after action has been taken by the Village Board to authorize the execution of this Agreement and on which the Board of Directors of the Owner shall authorize the signature of the President of the Owner Corporation, whichever date should occur last.

SECTION 20. ADDITIONAL TERMS AND CONDITIONS.

20.1 When the Owner maintains, repairs, replaces, enhances or improves the water lines transferred to the Owner under this Agreement, the Owner shall carry out such work in accordance with the same building and construction codes and ordinances as apply to single-family detached residences in the Village. If the Village wishes to require permits for activities involving replacement, enhancement or improvement, the Village may only require compliance with such codes and ordinances as apply to single-family detached residences in the Village, and no permit fees shall be charged for the issuance of such permits and no fines may be sought for a violation of such ordinances, but legal action may be utilized to enjoin activities which are not being performed in accordance with such ordinances.

20.2 In consideration of the acceptance by the Owner of the water lines as set forth in Exhibit A, the Village shall not for a period of 99 years, establish any differential in the price of water between the Owner and those parties who are supplied water in single-family detached residences in the Village.

20.3 If the Village enters into an agreement with any other owner of property within the Village, which is required to own, maintain, repair, improve, enhance and replace water service lines, which previously were owned by the Village, and said agreement contains any terms and conditions associated in any way with the assumption of additional responsibilities by those owners which are different from the terms and conditions as are contained within this Agreement, and the Owner

determines that any such terms or conditions are more favorable than the terms or conditions contained in this Agreement when taken as a whole and balanced with the other terms of this Agreement, the Owner shall have the right, by written notice to the Village, to have this Agreement amended to include such more favorable terms or conditions. The Village will send to the Owner, within sixty (60) days after its effective date, any Agreement under which any property owner accepts the title to Village-owned water lines. In order to exercise any rights under this section, the Owner shall be required to give the Village not less than ninety (90) days' notice of its intention to exercise its rights herein.

20.4 The Village received a general grant of easement from the "B" Park Forest Company ("Company") on the 11th day of September, 1957, recorded as Document #17116699. The Owner is an assignee of rights of the Company. That easement agreement granted the Village the right to operate, regulate, use, maintain, repair or replace its water distribution mains, valves, hydrants, fixtures and other appurtenances thereto, situated and installed within the property, there described and owned by the Grantor, including such installations as may be located within buildings owned by the Grantor, particularly but without limiting the generality of the foregoing the installations commonly referred to as the loops presently located within the buildings of the Grantor; together with the right of ingress thereto and egress therefrom at all times and for the aforesaid purposes and with the right to make connections to the principal water distribution mains of the Village and becoming a part of its water system. As part of the consideration of the Owner accepting ownership and maintenance of the water lines within the buildings and the units, the Village hereby waives and releases such easement rights within the buildings of the Owner.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by proper officers duly authorized to execute the same as of the date set forth beneath the signatures of their respective officers set forth below.

VILLAGE OF PARK FOREST

OWNER:

By: Thomas K. Mick
Its: Village Manager

By:
Its:

Date: _____

Date: _____

ATTEST:

ATTEST:

By: Sheila McGann
Its: Village Clerk

By:
Its:

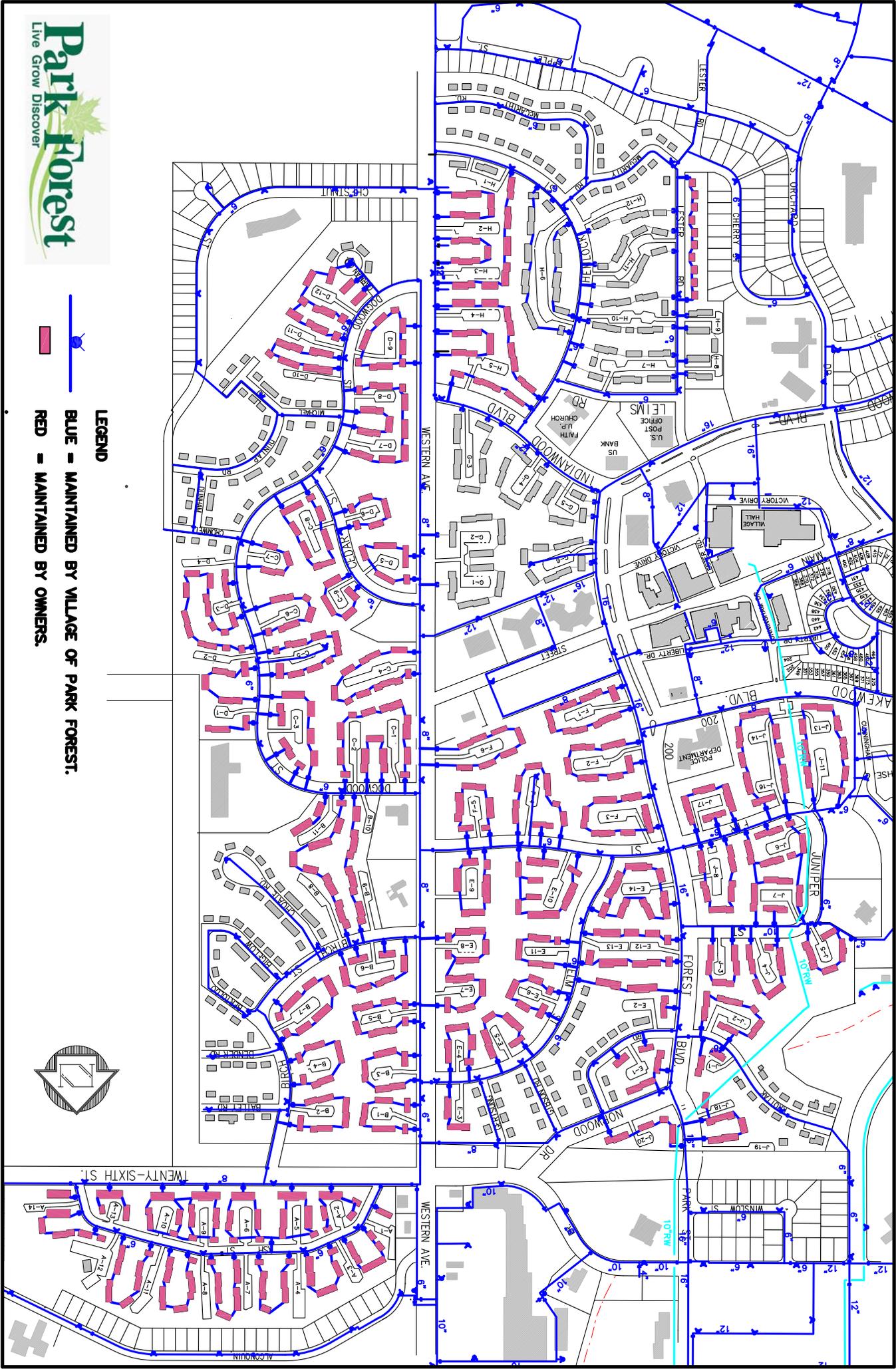
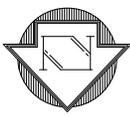
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Date: _____

LEGEND

 **BLUE - MAINTAINED BY VILLAGE OF PARK FOREST.**

 **RED - MAINTAINED BY OWNERS.**



AGENDA BRIEFING

TO: Mayor John Ostenburg
Board of Trustees

FROM: Roderick Ysaguirre, Director of Public Works

RE: A Resolution Authorizing the Execution of a Service Provider Agreement to Engage in Public Transportation Services with Pace

DATE: November 26, 2013

BACKGROUND/DISCUSSION:

The attached resolution authorizes the approval of the Paratransit Service Provider Agreement between the Village of Park Forest and PACE for Dial-A-Ride Programs for calendar year 2014. This is the agreement under which the Village leases vehicles at no cost and receives an operating subsidy for the Jolly Trolley Bus Service. The current Agreement will expire on December 31, 2013.

The Village currently uses Rich Township as a third party vendor to operate this service for the Village.

In the attached agreement, Exhibit A shows the financial projections and operating subsidy for next years' service program. These projections are based on projected ridership, vehicle hours of operation, and per hour operating costs. Exhibit D shows the Services funded by PACE and general information for this service. Rich Township requested that Martin Luther King Day, Veterans Day, Day after Thanksgiving, and Christmas Eve be added to the Holiday Schedule. DPW notified PACE of the request and PACE agreed to these additional days as Holidays.

Together with this Board Resolution, Village legal counsel must provide a written legal opinion on the agreement as required by this PACE Agreement (Exhibit G). Village Attorney Felicia Frazier has crafted this opinion and it is included with the packet of materials.

RECOMMENDATION: Approve a Resolution to enter into a Para-Transit Service Provider Agreement with PACE for Public Transportation Services.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Rules Meeting of December 9, 2013, for Board discussion.

RESOLUTION No. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
SERVICE PROVIDER AGREEMENT TO ENGAGE IN PUBLIC
TRANSPORTATION SERVICES WITH PACE**

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (Ill.Rev.Stat.ch.111-2/3,701.02); and

WHEREAS, PACE was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (Ill.Rev.Stat.ch.111-2/3,703A.01); and

WHEREAS, PACE may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating and other expenses upon such terms and condition as PACE shall provide in any such agreements; and

WHEREAS, PACE desires to have the Service Provider provide the Transportation Services as described in the Agreement and Service Provider desires to provide such services; and

WHEREAS, the Village of Park Forest is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal authority to engage in and carry on the public transportation services; and

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and Board of Trustees of the Village, Cook and Will Counties, Illinois, to authorize the Village Manager to execute the Para-Transit Service Provider Agreement between PACE and the Village in substantially the form as attached.

ADOPTED this ____ day of December, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

2014

PARATRANSIT SERVICE PROVIDER AGREEMENT

BY AND BETWEEN

SUBURBAN BUS DIVISION

OF THE

REGIONAL TRANSPORTATION AUTHORITY (PACE)

AND

Village of Park Forest

SERVICE PROVIDER

PROVIDER

**Village of Park Forest
350 Victory Drive
Park Forest, IL 60466**

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2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, to be effective as of January 1, 2014, by and between the SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, operating under the name and hereinafter referred to as "Pace" and "Service Provider" as shown on the cover page to this Agreement.

WITNESSETH:

WHEREAS, the Regional Transportation Authority was created as a single authority to be responsible for providing, aiding and assisting public transportation in the northeastern area of the State of Illinois, including financial review and facilitation of public transportation and its providers, (70 ILCS 3615/1.02); and

WHEREAS, Pace was created as the Suburban Bus Division of the Regional Transportation Authority to be responsible for providing public transportation by bus, (70 ILCS 3615/3A.01); and

WHEREAS, Pace may enter into service provider agreements with governmental and private sector entities to obtain public bus service and to provide for payment of operating, capital and other expenses upon such terms and conditions as Pace shall provide in any such agreements; and

WHEREAS, Pace desires to have Service Provider provide the Transportation Services as described in this Agreement and Service Provider desires to provide such services;

NOW, THEREFORE, in consideration of the promises and agreements herein set forth, Pace and the Service Provider HEREBY AGREE as follows:

ARTICLE I

DEFINITIONS

Agreement Term. The term specified in Section 11.1 of this Agreement, as such term may be reduced or extended pursuant to the provisions of this Agreement.

Approved Budget. The budget of approved expenses attached to this Agreement as Exhibit A, as the same may be revised from time-to-time pursuant to this Agreement.

Approved Maximum Service Reimbursement Amount. The amount shown on the Approved Budget for the line designated "Approved Maximum Service Reimbursement Amount," as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Equipment. Pace Equipment and Service Provider Equipment.

Service Provider Application. The submission of a proposed budget and related material in accordance with Section 10.9 shall be the Service Provider's reimbursement application to Pace.

Service Reimbursement Amount. The total amount payable pursuant to Section 10.1 of this Agreement.

Line Item. A specific, separately identified category of expense listed on the Approved Budget.

Line Item Budget. The amount of the Approved Budget allocated to a specific Line Item.

Line Item Budget Maximum. The amount shown on the Approved Budget for each Line Item, as such amount may be increased or decreased during the Agreement Term pursuant to the provisions of this Agreement.

Monthly Report. The monthly report of revenue and expenses and other reports and information as described in the Pace Paratransit Manual.

Pace Equipment. All assets of every kind, including Pace Vehicles provided by Pace to the Service Provider, at any time, whether before or after the execution of this Agreement.

Pace Paratransit Manual. The manual of Pace policies, practices and procedures prepared and regularly amended, revised and supplemented by Pace, as it may be from time to time amended, revised or supplemented by Pace during the Agreement Term. All references to the Pace Paratransit Manual shall be deemed to be references to the most current provisions of the Pace Paratransit Manual. All references to any specific section, exhibit or provision of the Pace Paratransit Manual are for convenience only and shall be deemed to be references to any and all relevant provisions of the Pace Paratransit Manual.

Pace Vehicle. All Vehicles of every kind provided by Pace to the Service Provider at any time, whether before or after the execution of this Agreement and whether in connection with this Agreement or in connection with any prior agreement or relation between Pace and Service Provider or in connection with the provision of services pursuant to this Agreement or any prior agreement or relation, including, without limitation, all Vehicles listed in Exhibit B hereto, and all other Vehicles provided by Pace to Service Provider, whether or not listed on Exhibit B hereto.

Operating Expenditure. This term shall mean all expenses properly classified as operating expenses incurred by the Service Provider but in no event shall include:

- (a) any amount required to be paid by Service Provider to Pace pursuant to this Agreement or pursuant to any other agreement between Pace and Service Provider;
- (b) any expense not incidental to, or necessary for, the provision of the Transportation Services;
- (c) any excessive or unreasonable expense;
- (d) any expense for local government taxes, fees, licenses or other charges unless specifically included in the Approved Budget or its supporting documents or unless approved in writing by Pace;

- (e) any expense not made in conformance with the Approved Budget or at the direction or with the approval of Pace or pursuant to a requirement of federal or state law determined by Pace to be applicable;
- (f) any expense for insurance policies which are duplicative of coverage provided under Pace's Risk Management Program (as provided in Article XIII of this Agreement);
- (g) any expense resulting from the amortization or payment of any debt incurred prior to the Agreement Term or incurred without the approval of Pace;
- (h) any interest expense unless approved in writing by Pace;
- (i) any sinking fund expense;
- (j) any expense resulting from the amortization of any intangible cost to the extent it does not meet the evaluative criteria for allowable amortization established by Pace from time to time;
- (k) any depreciation expense;
- (l) any non-cash expense incurred or accrued without Pace's prior written approval; and
- (m) any expenses related to service identified in Exhibit D as not being reimbursed by Pace.

Risk Financing Program. The risk management program established by Pace to consolidate into a single comprehensive system the administration of all bodily injury and property damage claims asserted against Pace and Service Providers arising from Transportation Services provided with Pace vehicles, as the same may be from time to time amended or revised, as further described in Section 8.2 of this Agreement.

Transportation Revenue. All amounts properly classified as revenue or income generated by, derived from, attributable to or related to the Transportation Services during the Agreement Term, regardless of the date of collection. This term shall not include any funds agreed to by Pace to be designated as local share in an Approved Budget.

Transportation Services. The services specified in Subsection 2.1A of this Agreement and Exhibit D as the same may be modified from time to time pursuant to the provisions of Subsection 2.1B of this Agreement.

Vehicle. Any means of transportation or conveyance such as, but not limited to, a bus, a truck, a van, or an automobile.

ARTICLE II

SCOPE AND DESCRIPTION OF SERVICES

Section 2.1. Transportation Services.

A. Transportation Services. Throughout the Agreement Term, Service Provider, acting as an independent contractor for the benefit of Pace and not as an agent for Pace, agrees to provide the service as described in Exhibit D. As an integral part of providing such service, Service Provider shall at all times:

- (1) comply with all Pace service standards as set forth in the Pace Paratransit Manual;
- (2) comply with all of the other provisions of this Agreement;
- (3) take reasonable steps to assure the safety and reasonable comfort and convenience of the public utilizing such service;
- (4) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to collection, security for and disposition of fares and other Transportation Revenue;
- (5) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to matters such as passes, tickets, coupons, tokens, transfers, transfer systems, interconnections between different modes of transportation and interconnections between different transportation services;
- (6) comply with all of the policies, practices, procedures, terms and conditions required by use of federal, State of Illinois and RTA funds, including, without limitation, conditions pertaining to rates charged to students, elderly and handicapped persons, the prohibition of charter bus operations, the prohibition of school bus operations, employment, and reporting;
- (7) comply with all policies, practices, procedures, terms and conditions as may be directed by Pace with regard to the availability and distribution of schedules and other printed material related to such service and related transportation services;
- (8) conduct such services, and its business and operations as they relate to such services, in a safe, sound, economical and efficient manner;
- (9) comply with all Pace efforts to improve service efficiency; and
- (10) comply with all applicable provisions of federal, state and local law.

B. Changes in Transportation Services.

- (1) Service Provider Initiated Changes. Service Provider shall not, without the prior written approval of Pace, initiate or permit any change to the Transportation Services specified in Subsection 2.1A above or Exhibit D. Service Provider may propose changes in the Transportation Services by presenting a proposal therefore in writing to Pace at least 45 days in advance of the date on which the change is proposed to take effect. Such change shall not be implemented unless expressly approved in writing by Pace. Notwithstanding the foregoing, Service Provider may implement minor operational

changes that will neither (a) affect any fare or system for passes, transfers, interconnections or similar programs nor (b) substantially change the service area or service hours provided Service Provider first gives Pace at least 30 days notice of its intent to make such minor change and if Pace has not disapproved such proposed minor change in writing within 15 days following receipt of such notice. Service Provider may, in addition, make minor operational changes of an emergency nature without Pace approval; provided, however, that no such change shall be made that would increase reimbursement by Pace and provided, further, that Service Provider shall give Pace notice of each such minor change as soon as possible, and in no event later than 12 hours after it is made.

- (2) Pace Initiated Changes. Pace may modify the Transportation Services upon written notice to the Service Provider, to reflect decisions made by Pace with regard to the service design and operation of the service. Pace further reserves the right to modify the Transportation Services described in Exhibit D and to adjust the Approved Budget.
- (3) Pace Discretion. Nothing in this Subsection 2.1B shall be construed to require Pace to approve any change to the Transportation Services specified in Subsection 2.1A, and Pace may withhold its approval of any such change in its sole discretion.

Section 2.2. Force Majeure. Service Provider shall not be in default in its obligation to provide Transportation Services as herein required to the extent that it is unable to provide such services as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient vehicles through no fault of the Service Provider and other events and conditions that are beyond the reasonable ability of Service Provider to control or remedy and that render provision of such service impossible or not reasonably feasible. In any such case, Service Provider shall provide such modified or reduced services as are practicable under the circumstances and shall use all reasonable efforts to restore full services in accordance with this Agreement at the earliest possible time. Immediately upon the occurrence of, or the imminent threat of the occurrence of, any such event or condition, and prior to implementing any reduced or modified service, Service Provider shall notify Pace by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on Transportation Services;
- (4) The modified or reduced service that Service Provider proposes to provide during the continuation of the event or condition; and

(5) The steps Service Provider proposes to take to restore full service.

ARTICLE III EQUIPMENT

Section 3.1. Provision of Equipment By Pace.

A. Pace Rights With Respect to Pace Vehicles and Other Pace Equipment. This Agreement applies to all Pace Equipment provided by Pace to Service Provider at any time. If Paragraph A of Exhibit B contains the word "NONE," and no Pace Equipment is provided to the Service Provider during the Agreement term, Section 3.1, Section 3.2, and Section 3.3 shall be of no force or effect; otherwise, it shall apply to any Vehicles listed in Exhibit B. Pace reserves the absolute right, in its sole discretion, (1) to determine the number and type of Pace Vehicles provided to Service Provider, (2) to substitute or replace any Pace Vehicles provided to Service Provider and (3) to direct the return to Pace or its designee of any or all Pace Vehicles at any time; provided, however, that in the absence of fault by Service Provider or other good cause, Pace shall not take action under this Paragraph 3.1A that would have the effect of preventing or materially and adversely affecting the ability of Service Provider to provide the Transportation Services as that service may be modified in accordance with Subsection 2.1(B)(2).

B. Pace Equipment Provided; Inventory and Documentation. Service Provider agrees to comply with all Pace procedures for handling Pace Equipment in accordance with the Pace Paratransit Manual. Service Provider agrees to cooperate fully with Pace in developing and maintaining an accurate inventory of all Pace Equipment from time to time in the possession of Service Provider. Service Provider shall complete and process all documentation necessary to evidence and record the receipt, possession, return or transfer of any Pace Equipment coming into, being in or leaving its possession, all as required by the Pace Paratransit Manual. Copies of all such documentation with respect to Pace Vehicles shall be attached to and become part of Exhibit B.

C. No Consideration. Service Provider shall not be required to pay any separate consideration for the use of the Pace Equipment during the Agreement Term.

D. Service Provider Acceptance of Pace Equipment. Service Provider shall accept delivery of Pace Equipment at such times and places within the six county region as Pace shall designate upon notice to Service Provider that such Equipment is available for delivery. In case of any unreasonable delay, neglect, refusal, or failure to accept any Pace Equipment

at the time and place designated, all costs and expenses incurred by Pace arising from such delay, neglect, refusal or failure shall be reimbursed by Service Provider immediately upon written demand by Pace. Such costs and expenses shall not be an Operating Expenditure for purposes of this Agreement.

E. Pace Equipment Returns and Substitutions. Any Pace Equipment that Pace designates to be returned or transferred shall, upon reasonable notice, be delivered by Service Provider at the time and to the place designated by Pace within the six county region. Service Provider also shall accept delivery of any substitute Pace Equipment at the time and place designated by Pace within the six county region. All terms and conditions of this Agreement shall apply to such substitute Pace Equipment.

F. Surplus Pace Equipment. Any Pace Vehicle not scheduled for use in providing or supporting the Transportation Services and not required as a spare, as determined by Pace, for a period of ten days or more shall be considered surplus Pace Equipment. Any other Pace Equipment not required, as determined by Pace, for providing Transportation Services or other services pursuant to this Agreement shall be considered surplus Pace Equipment. Pace may require Service Provider either to return such surplus Pace Equipment to Pace, to transfer it to Pace's designee or to store it at such locations as Pace may direct.

G. Pace Right to Repossess Pace Equipment. Upon the failure of Service Provider to return or deliver any Pace Equipment as directed by Pace, or if Service Provider fails to use, repair or maintain any Pace Equipment as required by this Agreement, Service Provider shall permit Pace, without demand, legal process, or a breach of the peace, to enter any premises where the Pace Equipment is or may be located and to take possession of and remove the Pace Equipment. Service Provider shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by Pace. Service Provider shall reimburse Pace for any and all costs incurred by Pace in connection with actions taken by Pace pursuant to this Subsection. Such costs shall not be Operating Expenditures under this Agreement.

H. Pace Equipment Inspection. Pace shall have the right to inspect any and all Pace Equipment or cause any or all Pace Equipment to be inspected at any time, with or without prior notice to Service Provider. Pace shall also have the right to demand from time to time a written statement from Service Provider setting forth the condition of the Pace Equipment or any part of it. Service Provider shall furnish such a statement to Pace within ten days after receipt of Pace's demand therefore. Should Pace or its designee determine, in its sole discretion, that any Pace Equipment has not been maintained in accordance with this Agreement or the Pace Paratransit Manual, Pace or its designee shall report all deficiencies

to Service Provider in writing. Except for safety related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the vehicle in service, Service Provider shall have 30 days to correct the reported deficiencies.

I. Return of Pace Equipment and Related Records Upon Termination. Immediately following termination of this Agreement, whether by completion of the Agreement Term or any reason, Service Provider shall surrender and deliver to Pace all Pace Equipment and related records as required by Section 11.4 of this Agreement.

J. Title to Pace Equipment; Licensing and Registration. Service Provider acknowledges and agrees that Pace owns all the Pace Equipment. All Pace Vehicles shall be licensed and registered by Pace in the name of Pace and at the expense of Pace. Nothing contained herein shall affect Pace's absolute ownership of and title to the Pace Equipment, such ownership and title being hereby expressly reserved to and retained by Pace. Service Provider shall not obtain, acquire or otherwise be construed to own any property or other interest in the Pace Equipment except the right to use it for the purposes and on the conditions stated in this Agreement during the Agreement Term. Service Provider further agrees that it will not, in any manner, allow or permit the Pace Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien or other obligation. Should the Pace Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien or other obligation during the Agreement Term, or before the actual delivery of the Pace Equipment to Pace after the Agreement Term, Service Provider shall, subject to its right to in good faith protest any such tax, debt, lien or other obligation, promptly pay or discharge such tax, debt, lien or other obligation and relieve such Pace Equipment from the encumbrance thereof.

K. Warranty. NEITHER PACE NOR SERVICE PROVIDER IS THE MANUFACTURER OF THE PACE EQUIPMENT NOR THE MANUFACTURERS= AGENT, AND NEITHER MAKES ANY EXPRESS OR IMPLIED WARRANTY OF ANY NATURE REGARDING THE PACE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; ITS DESIGN OR CONDITION; ITS WORKMANSHIP; ITS FREEDOM FROM LATENT DEFECTS; ITS COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; OR ITS NONINFRINGEMENT OF ANY PATENT, TRADEMARK OR LICENSE. Provided that Pace or the manufacturer has supplied required warranty documents to Service Provider, Service Provider shall take all actions it is authorized to take under this Agreement to preserve any and all manufacturers' warranties regarding the Pace Equipment. This Agreement shall not operate to release or waive any rights of Pace or Service Provider against any person not a party hereto, including the manufacturer of the Pace Equipment.

Section 3.2. Maintenance of Pace Equipment by Service Provider.

A. **Maintenance Requirements.** Service Provider shall at all times maintain all Pace Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations. In addition, Service Provider shall at all times maintain all Pace Equipment in accordance with the terms and provisions of this Agreement, all maintenance policies, practices, procedures, conditions and requirements contained in the Pace Paratransit Manual and all manufacturers' maintenance schedules and warranty requirements. Service Provider shall perform all preventive maintenance required pursuant to the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Pace Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Pace Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and to assure that all Pace Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

B. **Maintenance Records.** Service Provider shall prepare and maintain accurate records relating to all maintenance work performed by or for Service Provider on all Pace Equipment and in that regard shall comply with the provisions of Article VII of this Agreement and with all applicable Pace policies, practices, procedures, conditions and requirements as set forth in the Pace Paratransit Manual. Service Provider shall maintain a separate maintenance file for each Pace Vehicle containing all maintenance records pertaining thereto. Service Provider shall also complete, maintain and transmit to Pace all maintenance forms required in the Pace Paratransit Manual, and any other records requested by Pace including, without limitation, Vehicle maintenance records, fuel consumption records and all records required under Pace's preventive maintenance program.

Section 3.3. Operation of Pace Equipment By Service Provider.

A. **General Operating Standard.** Service Provider shall use and operate all Pace Equipment in accordance with the terms and provisions of this Agreement, the operating procedures set forth in the Pace Paratransit Manual and all applicable federal, state and local laws and regulations and solely for the purpose of providing the Transportation Services or as otherwise approved in writing by Pace.

B. **Pace Vehicle Identification.** Service Provider shall not change or obstruct in any way, and shall maintain, all identification markings and decals on all Pace Vehicles as supplied and affixed by Pace. Unless otherwise approved in writing by Pace, Service Provider shall

not affix to or display on any Pace Vehicle any identification marking or decal other than those supplied and affixed by Pace.

C. Storage of Pace Equipment. Service Provider shall store all Pace Equipment at suitable locations where such Equipment is protected from vandalism and theft. Indoor storage shall have adequate fire protection, which complies with all applicable federal, state and local laws and regulations and shall have the approval of the Fire Underwriters' Laboratory.

D. Fareboxes. Except as expressly approved in writing by Pace, Service Provider shall utilize only fareboxes and related equipment provided by Pace. Service Provider shall install and maintain such fareboxes in good condition.

Section 3.4. Service Provider Vehicles.

A. Applicability of Section. Vehicles, if any, to be supplied by Service Provider for use in connection with providing the Transportation Services must comply with the requirements of this section.

B. Duty to Maintain Service Provider Vehicles. Service Provider shall at all times maintain all Service Provider Equipment in good mechanical condition in conformity with all applicable safety practices, laws and regulations and in accordance with standards set forth in the Pace Paratransit Manual. Service Provider shall keep both the exterior and interior of all Service Provider Vehicles neat, clean and in first class condition at all times. Service Provider shall be responsible to assure that all Service Provider Vehicles are maintained at all times so as to meet the requirements of the Illinois Department of Transportation and the Pace Paratransit Manual and to assure that all applicable Service Provider Vehicles have valid Illinois Department of Transportation stickers affixed to them at all times.

ARTICLE IV

EMPLOYEES

Section 4.1. Compliance with Federal, State and Local Laws. Service Provider agrees that with respect to persons employed by it to provide the Transportation Services and Other Services, it will comply with all applicable federal, state, and local labor laws including, but not limited to, any and all laws relating to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public-at-large. Service Provider also agrees to provide the employee protection, if required, under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, 49 U.S.C. ' 1609(c), and Section 2.16 of

the Regional Transportation Authority Act, (70 ILCS 3615/2.16), for persons employed by it to provide the Transportation Services.

Section 4.2 Employees. Service Provider shall employ only such persons as are competent and qualified to provide the Transportation Services in accordance with the requirements of this Agreement and Pace policies, practices, procedures and standards. All employees shall meet all applicable qualifications established by federal, state and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. Service Provider shall comply with all federal and Pace requirements relating to drug and alcohol testing. Service Provider shall participate in driver training programs, if any, established by Pace during the Agreement Term and shall comply with driver and safety standards set forth in the Pace Paratransit Manual. Failure by Service Provider or any Third Party Provider of Service Provider to comply with said requirements shall constitute grounds for nonpayment of the Service Reimbursement Amount for the duration of such noncompliance.

Section 4.3. Employment Contracts and Labor Agreements. Service Provider shall notify Pace of any labor negotiations being conducted with its employees and shall keep Pace fully informed of the status and progress of such negotiations.

ARTICLE V

NON-DISCRIMINATION, EQUAL EMPLOYMENT AND BUSINESS OPPORTUNITY

Section 5.1. Compliance With Federal, State and Local Laws. Service Provider shall comply with all applicable federal, state and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, 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; and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Section 5.2. Equal Employment Opportunity. Service Provider shall comply with all of the affirmative action, equal employment opportunity and disadvantaged business enterprise requirements in Exhibit E.

Section 5.3. Failure to Comply. In the event Service Provider's noncompliance with any provision set forth in Exhibit E or with any federal, state, or local anti-discrimination or equal employment or business opportunity law, including but not limited to those identified in Section 5.1 hereof, results in Service 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, this Agreement may be canceled or voided by Pace in whole or in part, and such other sanctions, penalties or remedies as may be provided by law or regulation may be imposed or invoked.

ARTICLE VI

REPORTS AND RECORDS

Section 6.1. Reports, Forms and Statements Required. Service Provider shall furnish Pace with all reports required by the Pace Paratransit Manual in accordance with the due dates specified therein. In addition, Service Provider shall furnish Pace, on a timely basis, with the following documents:

- (1) A monthly listing of any reports and documents in any way related to the Transportation Services filed by Service Provider with any government or government agency. Upon request, Service Provider shall provide Pace with a copy of any such reports and documents.
- (2) All written forms and documentation required for the administration of Pace's programs concerning students, the elderly and the handicapped. Said forms and documentation shall be furnished by Service Provider to the United States and Illinois Departments of Transportation upon Pace's request.
- (3) All correspondence, papers, notices, accident reports or documents of any nature received by Service Provider in connection with any claim or demand involving or related to Transportation Services or the Equipment.
- (4) All records required pursuant to Section 11.4 of this Agreement.
- (5) Such other reports, forms and statements as may be required by this Agreement or by federal, state or local laws or regulations or by order of any duly constituted authority.

Section 6.2. Records. Service Provider shall create and maintain accurate and complete records of all Transportation Services performed, all time spent, all materials, equipment and supplies purchased, and costs incurred in the performance of the Transportation Services pursuant to this Agreement, including all records required by this Agreement, the Pace Paratransit Manual or any applicable law or regulation. Unless Pace shall consent in writing to the destruction of any such records, and except for records required to be delivered to Pace at the end of the Agreement Term, Service Provider shall make said records available for review, inspection and audit in accordance with Section 6.3 below during the entire Agreement Term and for three years thereafter, or such longer period as may be required by law or any applicable grant; provided, however, that prior to the disposal or destruction of any such record by Service Provider following said period, Service Provider shall give notice to

Pace of any record or records to be disposed of or destroyed and the intended date, which shall be at least 90 days after the effective date of such notice, of disposal or destruction. Pace shall have 90 days after receipt of any such notice to give notice to Service Provider not to dispose of or destroy said record or records and to require Service Provider to deliver such record or records to Pace or its designee, at Pace's expense, on a confidential basis if appropriate.

Section 6.3. Inspections and Audits. Pace shall have the right, with or without prior notice to Service Provider, to review, inspect and audit all Transportation Services performed pursuant to this Agreement, and all information and records related thereto, at all reasonable times during and following the performance of the Transportation Services. The phrase "all information and records related thereto" as used in this Section shall mean all information and records under the control or supervision of, or reasonably available to, Service Provider relating to this Agreement or the Transportation Services that are reasonably necessary for Pace to verify or audit Service Provider's performance under this Agreement, or the accuracy or appropriateness of any Operating Expenditure or portion thereof, ridership information, or Service Provider's compliance with this Agreement or any portion thereof, including but not limited to all data, samples, records, reports, documents, memoranda, maps, estimates, specifications, notes, studies, tapes, photographs, film, computer programs or drawings, whether in preliminary, draft, final or other form. Pace shall perform such review, inspection or audit in a manner that will not unduly delay or interfere with Service Provider's performance under this Agreement. Service Provider shall cooperate with Pace, and provide reasonable facilities to Pace to assist Pace in any such review, inspection or audit. Pace may perform any such review, inspection or audit through an officer, employee, or other designated agent. Service Provider shall promptly remit to Pace any overpayments identified as a result of inspection and audit.

ARTICLE VII

THIRD PARTY PROVIDERS

Section 7.1. Requirements. "Third Party Providers" as used in this Agreement are any other parties who, pursuant to contract or agreement with the Service Provider, directly provide a significant part of the Transportation Services. Service Providers using Third Party Providers to provide the service shall follow the procedures in the Pace Paratransit Manual for obtaining and utilizing such providers. All service provided by a Third Party Provider to a Service Provider shall be competitively solicited at least once every four years and as frequently as once a year if required by Pace. Contracts with Third Party Providers shall be

made in accordance with applicable laws. All such agreements shall be in writing with a copy provided to Pace. Submission of the third party agreement to Pace does not release the Service Provider from any obligation under this Agreement, nor operate as a waiver of any rights of Pace under this Agreement. The Service Provider shall cause each of its Third Party Providers to comply with all applicable provisions of this Agreement and the Pace Paratransit Manual as if the name of the Third Party Provider has been substituted for the name of the Service Provider therein. In the event that Pace Equipment is to be used by a Third Party Provider, such Third Party Provider shall execute a written sublease in a form approved by Pace prior to the use of Pace Equipment.

ARTICLE VIII

RISK FINANCING PROGRAM AND INSURANCE REQUIREMENTS

Section 8.1. General Requirements. The Service Provider shall be required to comply with the Pace Paratransit Manual for all Vehicles used to provide the Transportation Services whether those Vehicles are owned by Pace, the Service Provider, or a Third Party Provider. Service Provider shall immediately notify Pace of any accidents or incidents.

Section 8.2. Risk Financing Program. All Pace Vehicles used in the provision of Transportation Services pursuant to this Agreement shall be included in Pace's Risk Financing Program. The Pace Risk Financing Program shall provide commercial auto liability coverage to Service Provider and any Third Party provider for any claims of bodily injury, death, or property damage arising directly out of the provision of Transportation Services provided with vehicles owned by Pace as described in this Agreement, within the scope of Pace's Self-Insured Retention and up to the liability limits of such excess insurance that Pace may purchase, *subject to the following terms, conditions, and exclusions:*

- (a) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein any claims, actions, damages arising as the result of willful and wanton, reckless, or intentional conduct of Service Provider and/or Third Party Provider, its officers, agents, employees, contractors, sub-contractors, agents or volunteers.
- (b) Pace specifically excludes from insurance coverage afforded to Service Provider and Third Party Provider herein claims of injury or death brought directly or indirectly

against Pace, the Service Provider, or the Third Party Provider by any employee of the Service Provider, the Third-Party Provider, or any contractors or sub-contractors of the Service Provider or Third Party Provider arising out of or in connection with the Transportation Services described in this Agreement.

- (c) The policies of excess insurance purchased by Pace and Pace's Self-Insured Retention shall be primary over insurance carried by the Service Provider or its Third Party Provider for claims within the scope of Pace's Risk Financing Program. Any insurance or self insurance maintained by Service Provider and Third Party Provider shall be in excess of Pace's Self Insured Retention and the policies of excess insurance purchased by Pace, without right of contribution, for claims within the scope of Pace's Risk Financing Program.
- (d) The Service Provider and its third party provider shall be named as additional insureds in all policies of excess insurance for auto liability coverage purchased by Pace above its self-insured retention.
- (e) Service Provider and/or Third Party Provider shall provide immediate *written* notice of any and all accidents, incidents, claims, and lawsuits to Pace, in the form provided in accordance with the provisions of the Pace Paratransit Manual, including promptly updating Pace in writing when a previously reported incident or accident results in a claim or lawsuit, or a previously reported claim results in a lawsuit.
- (f) With respect to any lawsuit that is within the scope of coverage afforded by this Section 8.2, Pace shall have the right and duty to defend the Service Provider and/or Third-Party Provider, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Service Provider or Third Party Provider to select independent defense counsel, Pace will reimburse the reasonable attorneys fees and expenses incurred in such defense by the Service Provider or Third Party Provider, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace to its outside counsel for defense of similar types of lawsuits. Pace shall not have any duty to defend the Service Provider or Third-Party Provider for any claims that are excluded from the coverage of this section, including any claims within the scope of

subparagraphs (a) or (b). If a lawsuit includes claims that are both covered and not covered by this Section 8.2, Pace's duty to defend only extends to those portions of the suit that are within the scope of coverage of Section 8.2, and not to any excluded claims. Pace's duty to defend under this paragraph shall cease if and when the limits of auto liability coverage are exhausted of any excess insurance policies purchased by Pace.

(g) Service Provider shall, and shall require its employees, subcontractors and any Third Party Provider, to cooperate with and assist Pace and any claims service agencies, investigators and attorneys employed by or on behalf of Pace in the administration, investigation and defense of any and all claims for bodily injury or property damage, or physical damage to any Pace vehicle asserted against Pace or Service Provider arising out of the provision of Transportation Services pursuant to this Agreement.

(h) The Service Provider's, its subcontractor's or its third party provider's failure to comply with the requirements of this Section shall relieve Pace of any and all obligations that Pace may have under this Article VIII.

Section 8.3. Loss Prevention. Service Provider shall, upon written notice from Pace specifying and documenting claims or other evidence of incompetence, inattention, carelessness or other fault on the part of Service Provider or any of Service Provider's employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness or other fault. This Section shall not, however, be construed to require Service Provider to take any action in violation of its obligations under any labor agreement or other employment contract.

Section 8.4. Requirements for non-Pace Vehicles. Claims arising from non-Pace owned Vehicles are not within the scope of the Pace Risk Financing Program. The Service Provider shall provide the following liability insurance coverage for all claims arising out of non-Pace owned Vehicles used in providing the Transportation Services:

- (1) For all taxicabs; a \$350,000 Limit of coverage for Automobile Liability including a Limit of \$350,000 for Uninsured and Underinsured Motorists coverage, and
- (2) for all other vehicles; commercial Automobile Liability Insurance Coverage with a minimum Combined Single Limit (CSL) of \$5,000,000 Each Occurrence and \$5,000,000 Aggregate and Commercial General Liability Coverage with at least the following limits:

\$5,000,000 General Aggregate
\$5,000,000 Each Occurrence Limit
\$5,000,000 Products/Completed Operations Hazard Aggregate
Limit
\$5,000,000 Personal & Advertising Injury Liability Limit
\$10,000 Medical Expense Limit (Per Person)

Each Insurance Company providing all Pace required coverage must have a minimum A.M. Best rating of A- VII using the most current data available from A.M. Best Property/Casualty Rating Company.

Contractor, Third Party Provider or any subcontractor shall name Pace Suburban Bus Service as additional insured in its liability policies, as set forth below, and agrees to waive and will require its insurers to waive all rights against the other party, as relates to this Agreement on all of the insurance coverage required under this Agreement.

The insurance policies shall be endorsed to provide that the Suburban Bus Division of the Regional Transportation Authority d/b/a Pace, and the Regional Transportation Authority and their employees are named as additional insured for "liability for 'bodily injury', 'property damage', and 'personal injury' caused in whole or in part, by our acts or omissions or the acts or omissions of those acting on our behalf: (a) in the performance of our ongoing operations; or (b) for claims brought on behalf of our employees, agents, or subcontractors and their employees," in a form providing no less coverage than that provided by the Insurance Service Office's Owners, Lessees or Contractors - Form B [ISO 20 10], on a primary basis, without right of contribution from Pace, for any liability arising from the operation of non-Pace owned vehicles. The coverage shall contain no special limitations on the scope of its protection to the above listed insureds.

The Contractor's insurance must contain the standard Separation of Insureds provision or an endorsement providing that, except with respect to limits, the insurance applies separately to each insured.

The Contractor and any subcontractors shall provide that there will be no recourse against Pace Suburban Bus Service as additional insured for the payment of premiums, additional premiums or assessments, it being understood that these are obligations of the party providing such insurance pursuant to this Agreement.

The Contractor's insurance shall be primary over any other insurance carried by Pace, including self-insurance. In the event the policies should be changed or canceled, said change or cancellation shall not be effective until 30 days after Pace has received notice of such change or cancellation from the Insurance company.

The Service Provider shall comply with all accident and incident notification and reporting requirements provided for in the Pace Paratransit Manual including Chapter 5 on accident incident reporting and Chapter 6 on personnel standards and rules including drug/alcohol testing requirements.

ARTICLE IX

INDEMNIFICATION

Section 9.1 General. To the fullest extent permitted by law and within the limits of Pace's self insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify and hold harmless Service Provider and its third party provider, their officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with Pace owned vehicles pursuant to the 2014 Paratransit Service Provider Agreement, provided that Service Provider and its third party provider comply with the notice and cooperation requirements stated in Section 8.2 above, regardless of whether or not it is caused in whole or in part by any negligent act or omission of Service Provider or its Third Party Provider, their officers, agents or employees. This indemnification does not extend to willful and wanton, reckless or intentional conduct of the Service Provider or Third

Party Provider and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

Service Provider and its Third Party Provider shall indemnify, hold harmless, and defend Pace and the Regional Transportation Authority, their board members, officers, employees, agents and attorneys from and against (a) all auto liability claims, suits, losses, damages and expenses, which may arise out of the operation of transportation services provided with non owned Pace vehicles in providing services pursuant to the 2014 Paratransit Service Provider Agreement; (b) any claims, suits, actions, damages which arise out of the willful and wanton, reckless or intentional acts of the Service Provider or its Third Party Provider in the performance of this agreement; and (c) claims brought directly or indirectly against Pace by an employee of the Service Provider, or an employee of Service Provider's contractors or sub-contractors (Third Party Provider), or arising out of any injury or death of Service Provider's employee, or an employee of Service Provider's contractors or subcontractors (Third Party Provider), in connection with the Transportation Services described in this Agreement..

The indemnities contained in this Section shall survive termination of this Agreement.

Section 9.2. Service Provider's Damages. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace shall not be responsible to Service Provider or to any of its officers, employees, agents or attorneys for any loss of business or other damage caused by an interruption of the Transportation Services, or for the time lost in repairing or replacing any Pace Equipment, or for any loss, injury, or damage arising out of or relating to Pace's failure to deliver Pace Equipment, or for any other losses or damages sustained by the Service Provider hereunder. Except as expressly provided in Article VIII or Article IX of this Agreement, Pace assumes no liability or responsibility for any acts or omissions of Service Provider, or of Service Provider's officers, employees, agents or attorneys, or for any property of Service Provider or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this Agreement.

ARTICLE X

PAYMENT, BUDGET AND ACCOUNTING

Section 10.1. Maximum Service Reimbursement Amount. Pace hereby agrees to pay the Service Provider a service reimbursement in an amount as limited by the Approved Budget

and further limited by (i) the Paratransit Service Reimbursement Guidelines shown in Exhibit C and (ii) the other provisions of this Article X. Pace may change the Paratransit Service Reimbursement Guidelines of the Paratransit Program and/or level of fares and such new guidelines and fare shall be used to determine Pace's maximum reimbursement obligation. If the Pace Board revises the Paratransit Reimbursement Guidelines during the term of this Agreement, then such new guidelines shall be effective for the remainder of the Agreement Term subject only to a sixty day notice period during which time the old guidelines would remain in effect.

Section 10.2. Payment of Reimbursement. Pace shall make monthly payment installments of the service reimbursement based on the receipt of a properly prepared Monthly Report and related required documentation. During January and February, the monthly installments shall be one-twelfth of the Service Reimbursement Amount in accordance with the Approved Budget. Each of the remaining monthly payment installments shall be based on the Monthly Report for the month that is two months prior to the month during which the report is submitted and payment is due. Such material must be received by Pace by the close of business on the day specified in the Pace Paratransit Manual in order to be processed and paid during the submitted month. Any late or improperly prepared submissions shall not be considered for payment until the next month. After all Monthly Reports have been received for the Agreement Term, a final calculation of the service reimbursement amount shall be made. If a credit is due to either party, such party shall pay the amount of such credit to the other party within 30 days following demand therefore.

Section 10.3. Limitations on Payments. In addition to any other remedy provided herein, if Service Provider materially fails to comply with any term of this Agreement, or fails to take corrective action as directed by Pace, Pace may withhold payments pending Service Provider's actions to achieve compliance or take corrective action.

Notwithstanding any other provision of this Article, no payment of the Service Reimbursement Amount, or any installment thereof, shall be due, owing or made in violation of any of the following limitations:

- (1) No monthly installment due in any month shall be paid unless the Reports required pursuant to the Pace Paratransit Manual have been filed with Pace in accordance with said Section.
- (2) No payment shall be made if Pace should find or has reason to believe that the Monthly Reports have not been prepared in accordance with sound financial and management practices. Pace shall withhold payment until such issues are resolved.
- (3) Payments shall not exceed the Approved Maximum Service Reimbursement Amount. Any payments made after January 1, 2014 pursuant to any prior reimbursement

agreement between the parties whose term extended into calendar year 2014 shall be deemed to be payments made under this Agreement with the exception of payments due for service provided prior to January 1, 2014.

- (4) No payment shall be made with respect to any Operating Expenditure incurred or accrued in violation of this Agreement or any provision of the Pace Paratransit Manual.

Section 10.4. Funding Availability. Notwithstanding anything to the contrary, including in particular (but not limited to the provisions of Section 10.1), it is expressly agreed that the obligation of Pace to pay the Service Reimbursement Amount shall be limited to the availability of funds from Pace's revenues and budget for Pace's fiscal year so that in the event Pace determines that funds are not available, Pace's obligations to pay any such unpaid part or parts of the Service Reimbursement Amount shall be terminated forthwith and Pace shall have no further obligations to make any payments to Service Provider under the Agreement. In the event that Pace determines that no funds will be available to pay the Service Reimbursement Amount, the Service Provider shall be given written notice thereof in accordance with Section 11.2.

Section 10.5. Transportation Revenue. All Transportation Revenue shall be the property of the Service Provider. Service Provider shall comply with Pace policies, practices and procedures relating to the collection, security, and accounting of all Transportation Revenue as set forth in the Pace Paratransit Manual. Should the Service Provider decide to allow any passengers to travel at less than the minimum fares for paratransit established by the Pace Board, then the difference between the minimum Pace fare and fares charged shall be funded by the Service Provider and such funds shall be considered Transportation Revenue.

Section 10.6. Accounting and Reporting Standards. Service Provider shall maintain its books and records, and shall prepare, maintain and file reports, relating to this Agreement and the Transportation Services in accordance with generally accepted governmental accounting principles, Section 15 of the United States Urban Mass Transit Act, the Pace Paratransit Manual, the Approved Budget and any documentation submitted by Service Provider, and approved by Pace, in support of the Approved Budget. In case of any conflict in the aforesaid standards, Service Provider shall seek specific direction from Pace and, pending receipt of such direction, shall comply with that standard that most fairly, accurately and completely records and reports the results of operations.

Section 10.7. Budget Amendments. Pace shall have no obligation to revise the Approved Budget or to increase the Approved Maximum Service Reimbursement Amount or any Line Item Budget Maximum.

Section 10.8. Capital Expenditures. Pace is not obligated to provide any grant funds to the Service Provider for capital purchases. Any Capital Asset paid for with the proceeds of any payment made by Pace shall be the property of Pace and shall be added to Exhibit B or to the inventory of Pace Equipment required pursuant to Subsection 3.1B and shall be returned to Pace at the end of the Agreement Term.

Section 10.9. Subsequent Service Reimbursement. In order to permit Pace to evaluate the merits of entering into a new service reimbursement agreement for Transportation Services with Service Provider following the end of the Agreement Term, Service Provider shall, during the Agreement Term and pursuant to this Section, cooperate with Pace to develop a proposed budget for the calendar year following the Agreement Term. On or before July 1 of the Agreement Term, or such other date as Pace may specify in a service reimbursement application solicitation request, Service Provider shall submit its formal Service Provider application to Pace in the format specified by Pace. Nothing in this Section shall, however, obligate either Pace or Service Provider to agree to any reimbursement estimate or to enter into any new agreement.

ARTICLE XI

TERM

Section 11.1. Term. The term of this Agreement shall be one year commencing on the 1st day of January, 2014, and terminating after the last scheduled service on the 31st day of December, 2014.

Section 11.2. Termination for Impossibility of Performance. This Agreement may be terminated, in whole or in part, upon seven days written notice given by Pace to Service Provider in the event that the Illinois General Assembly, the Regional Transportation Authority or any funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of Pace, to cover payments to be made to Service Provider pursuant to Article X hereof, or if any Vehicle(s) necessary to perform the Transportation Services hereunder (are) is unavailable for any reason, as determined in the sole discretion of Pace.

The termination of this Agreement shall not be in any manner prevented or affected by the fact that Service Provider may have already partially or fully performed its obligations under this Agreement in respect to any unpaid part or parts of this Agreement by the time it is determined by Pace that it will be unable to pay the remaining unpaid part or parts of this Agreement.

Section 11.3 Termination for Service Provider Default

A. Immediate Termination. This Agreement shall be terminated, and the Agreement Term shall end, 24 hours after written notice of such termination given by Pace to Service Provider in the event that Service Provider shall, for any reason, other than as specified in Section 2.2 of this Agreement, cancel, eliminate or reduce or diminish service without prior written approval from Pace.

B. Termination Following Failure To Cure. This Agreement shall be terminated, and the Agreement Term shall end, if the Service Provider violates any other material obligation under this Agreement or fails to timely perform any other material obligation under this Agreement and such violation or failure shall continue for a period of 21 days after Service Provider receives written notice from Pace describing in reasonable detail the nature of the violation or failure; provided, however, that in the event such violation or failure cannot be cured within said 21 day period notwithstanding diligent and continuous effort by Service Provider and Service Provider shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as Pace may determine to be necessary for curing such violation with diligence and continuity.

C. Obligations Following Termination. Pace's obligations upon termination of this Agreement in any manner and for any purpose authorized by this Article XI shall be limited to payment of reimbursement obligations for services rendered by Service Provider up to the date of said termination. Immediately upon termination of this Agreement in any manner and for any purpose, Service Provider shall comply with the provisions of Section 11.4 below. In addition, Service Provider shall be liable to Pace for all damages incurred as a result of any violation or failure that leads to termination of this Agreement. Said damages shall include, but shall not be limited to, all court costs, and attorneys' fees and disbursements incurred in connection with enforcing or defending Pace's rights hereunder.

Section 11.4. Return of Pace Equipment and Records Upon Termination. Immediately following the Agreement Term, Service Provider shall surrender and deliver to Pace at such time or times and at such location or locations within the six-county region as Pace may designate:

- (1) All Pace Vehicles and Other Pace Equipment in good operating order, repair and condition, reasonable wear and tear and normal depreciation excepted; and
- (2) All records pertaining to all Pace Vehicles and Other Pace Equipment, including, without limitation, all preventative maintenance reports and vehicle repair reports.

Pace shall have the right to inspect the premises of the Service Provider and to remove any Pace Equipment or any such records that remain in the possession of Service Provider. Pace, in its sole discretion, shall determine the condition of surrendered and returned Pace Equipment and the extent of any wear and tear, depreciation or damage. Service Provider shall make, or cause to be made, any and all repairs deemed necessary by Pace to place the surrendered and returned Pace Equipment in the condition required by Sections 3.1 and 3.2 of this Agreement. Such repairs shall be completed within 21 days following Pace's written demand that they be undertaken. If any such repairs are the result of Service Provider's failure to comply with the provisions of this Agreement, the cost thereof shall not be reimbursable by Pace under this Agreement. If Service Provider fails to make such repairs, then Pace shall have such repairs performed and Service Provider shall reimburse Pace for the cost of such repairs within 30 days after a receipt for such costs is provided to Service Provider.

ARTICLE XII

COVENANTS AND REPRESENTATIONS

Section 12.1. General. Service Provider hereby makes the covenants and representations with and to Pace as described in this Article and hereby agrees to abide by each and every one of them.

Section 12.2. Corporate Existence and Power. Service Provider is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal power and authority to enter into this Agreement and to provide, engage in and carry out the Transportation Services. Service Provider shall maintain its corporate identity and shall make no attempt to cause its corporate existence to be abolished during the Agreement Term.

Section 12.3. Authorization. Service Provider has been duly authorized to execute this Agreement by its corporate authorities by ordinance duly adopted, and the execution and delivery of this Agreement by all of the parties signatory hereto shall constitute a valid and binding obligation of Service Provider, enforceable in accordance with its terms, and the making of and compliance by Service Provider with the terms and conditions of this Agreement will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to Service Provider.

Section 12.4. Approvals Received. All such approvals, consents, permits, licenses, authorizations, or modifications as may be required to permit the performance by Service

Provider of its obligations under this Agreement have been obtained from the appropriate governmental authorities or other persons or entities.

Section 12.5. No Material Litigation. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of Service Provider, threatened by or against Service Provider, or against any of its properties or revenues (1) with respect to this Agreement, or (2) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of Service Provider.

Section 12.6. No Default. Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of Service Provider or that is reasonably likely to materially adversely affect the ability of Service Provider to perform its obligations under this Agreement.

Section 12.7. No Burdensome Restrictions. No obligation of Service Provider and no requirement of law materially adversely affects, or insofar as Service Provider Agency may reasonably foresee may so affect, the business, operations, property or financial condition of Service Provider or the ability of Service Provider to perform its obligations under this Agreement.

Section 12.8. No Sale, Lease or Encumbrance. Service Provider will not sell, lease, loan, or in any manner dispose of any Pace Equipment during the Agreement Term.

Section 12.9. Payment of Obligations: Service Provider shall pay and discharge all of its obligations and indebtednesses with respect to the Transportation Services and with respect to the Service Provider Vehicles, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if Service Provider shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

Section 12.10. Compliance With Applicable Laws. Service Provider shall comply with all federal, state and local statutes, laws, rules, regulations and orders applicable to the Transportation Services.

Section 12.11. Compliance With Agreement Conditions. Service Provider shall comply with all conditions of, and all laws and regulations and all Pace policies, practices and procedures applicable to, any federal, state or local grant received by Pace or by Service Provider at any time with respect to the Transportation Services or the Equipment, including the Pace Paratransit Manual.

Section 12.12. No Bar From Public Contracts. Service Provider warrants and represents that the statements contained in the Service Provider's Certification in Exhibit F hereto are true and correct.

Section 12.13. Opinion of Counsel. Service Provider shall provide to Pace, at or before the time Service Provider executes this Agreement, an opinion of an attorney licensed to practice law in the State of Illinois in the form provided in Exhibit G.

ARTICLE XIII

GENERAL PROVISIONS

Section 13.1. Complete Agreement. This Agreement, including the Exhibits hereto and the Pace Paratransit Manual, constitutes the entire Agreement between the parties hereto, except as it may be amended as provided by this Article.

Section 13.2. Exhibits; Pace Paratransit Manual; Conflicts. Exhibits A through G attached to this Agreement and the Pace Paratransit Manual (as such Manual may be amended from time to time and as supplemented with Pace directives) are incorporated herein and made a part hereof by this reference. In case of any conflict among the provisions of this Agreement, including the Exhibits hereto and the Pace Paratransit Manual, that provision which, in the opinion of Pace, best promotes safe, efficient and economical transportation service and best protects the Equipment shall control.

Section 13.3. Amendments. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of the parties hereto.

Section 13.4. Notices. All notices and other communications in connection with this Agreement shall be in writing, and any notice or other communication hereunder shall be deemed received by the addressee thereof when delivered in person at the address set forth below, or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to Pace as follows:

Attention: Executive Director
Pace Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005-4412

Notices and communications to Service Provider shall be addressed as shown on the cover page to this Agreement. By notice complying with the foregoing requirements of this Section,

each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

Section 13.5. Calendar Days and Time. Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or federal or State of Illinois holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or federal or State of Illinois holiday. Any reference herein to time of day shall refer to local time for Arlington Heights, Illinois.

Section 13.6. Singular and Plural. The use of the singular or the plural herein shall be construed to be the plural or singular as the context requires.

Section 13.7. Governing Laws. This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Illinois.

Section 13.8. Changes in Laws. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules or regulations shall include such laws, ordinances, rules or regulations as they may be amended or modified from time to time.

Section 13.9. No Assignment. Service Provider shall not assign either its rights or its obligations under this Agreement without the prior written consent of Pace, which consent may be granted or withheld at the sole discretion of Pace. Any attempted or purported assignment of such rights or obligations without the prior written consent of Pace shall be void and of no effect. Any successor to Service Provider's rights under this Agreement shall be bound by, and shall comply with, all of the provisions, conditions and requirements of this Agreement.

Section 13.10. Headings. The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or the intent of any provision hereof.

Section 13.11. Prohibited Interests. No member of the Illinois General Assembly, no member of the Congress of the United States and no director or employee of Pace or of Service Provider shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in this Agreement or be admitted to any share or part of this Agreement or to any benefit arising there from or any proceeds thereof.

Section 13.12. Independent Contractor. In the performance of the Transportation Services and Other Services pursuant to this Agreement, Service Provider is an independent contractor with the authority to control and direct the performance of the details of the

Transportation Services and Other Services to be performed pursuant to this Agreement. All personnel necessary for Service Provider's performance pursuant to this Agreement shall be employees of Service Provider or of Service Provider's subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents or representatives of Pace.

Section 13.13. Litigation Against Service Provider. If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against Service Provider or any subcontractor of Service Provider, before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of Service Provider to perform its obligations under, or otherwise to comply with, this Agreement, Service Provider shall promptly deliver a copy of the complaint or charge related thereto to Pace and shall thereafter keep Pace fully informed concerning all aspects of such lawsuit or proceeding.

Section 13.14. Non-Waiver. Pace shall not be deemed to have waived any right under this Agreement unless such waiver is in writing and signed by an authorized officer or director of Pace. No delay or omission by Pace in exercising any right under this Agreement shall operate as a waiver of such right or any other right by Pace. All the rights and remedies of Pace under this Agreement shall be cumulative and not exclusive and may be exercised singly or concurrently by Pace. The waiver or exercise of any remedy by Pace shall not be construed as a waiver of any other remedy available under this Agreement or under general principles of law or equity.

Section 13.15. Time of Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

Section 13.16. Survival Clause. If any provision of this Agreement is construed or held to be void, invalid or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby, but shall remain in full force and effect.

Section 13.17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 13.18. Other Agreements Not Prohibited. Nothing in this Agreement shall be deemed to prohibit Pace from entering into additional or alternative agreements or arrangements to provide replacement, additional, supplementary or duplicative service in the area served by Service Provider.

Section 13.19. No Future Obligations. Nothing in this Agreement or the parties' performance thereof shall be construed to create any obligation to renew this Agreement after the Agreement Term or to enter into any other agreement of any kind or nature.

ARTICLE XIV

REMEDIES

Section 14.1. Remedies. In addition to Pace's right to terminate this Agreement pursuant to Article XI and any other rights otherwise provided in this Agreement, in the event of a breach or an alleged breach of this Agreement by either party, either party may, by suit, action, mandamus or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance of this Agreement. Any cost or expense associated with pursuing any such remedy shall not be an Operating Expenditure under this Agreement.

Section 14.2. Notice and Cure. Neither party may exercise the right to bring any suit, action, mandamus or any other proceeding pursuant to Section 14.1 of this Agreement without first providing written notice to the other party of the breach or alleged breach and allowing a period of 15 days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said 15 day period notwithstanding diligent and continuous effort by the party receiving notice and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SERVICE PROVIDER

PACE

By: _____

By _____

Thomas J. Ross, Executive Director

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PROPOSED 2014 BUDGET

PROJECT: VILLAGE OF PARK FOREST

REVENUE	<u>\$ 24,258</u>
EXPENSES	
OPERATIONS	<u>\$ 124,624</u>
MAINTENANCE	<u>\$ -0-</u>
ADMINISTRATION	<u><u>\$ -0-</u></u>
TOTAL EXPENSE	<u>\$ 126,624</u>
OPERATING DEFICIT	<u>\$ 102,366</u>
PACE SUBSIDY	<u>\$ 57,871</u>
LOCAL SHARE	<u>\$ 42,495</u>
RIDERSHIP	19,290
VEHICLE HOURS	2,176

Exhibit B

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PACE VEHICLES

VILLAGE OF PARK FOREST

(List of any Pace vehicles provided to the Service Provider)

5312

5358

5365

Exhibit C

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

PARATRANSIT REIMBURSEMENT GUIDELINES

The maximum Service Reimbursement shall be the lesser of the amounts calculated in each of the following way:

1. 75% of the projected Operating Deficit in the Approved Budget; or
2. 75% of the actual Operating Deficit; or
3. \$3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget.

The Approved Budget shall be the maximum estimated expenses, deficit, hours of service, and ridership upon which Pace's maximum Service Reimbursement amount will be calculated.

The total of the year to date subsidy payments shall not exceed an amount equal to 1/12th of the annual budgeted subsidy times the number of months elapsed in the year.

Exhibit D

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

TRANSPORTATION SERVICES FUNDED BY PACE

VILLAGE OF PARK FOREST

TYPE OF SERVICE	Dial-A-Ride Bus Service
SERVICE OPERATED BY	Private Provider
TRIP RESERVATION METHOD	30 minutes in advance
SERVICE AREA	Village of Park Forest and select destinations outside of the Village boundaries.
SERVICE HOURS	Monday through Friday 9:00 a.m. to 3:30 p.m.
HOLIDAYS	Service will <i>not</i> operate on the following holidays: <ul style="list-style-type: none">➤ New Year's Day➤ Martin Luther King Day➤ Memorial Day➤ Independence Day (observed Holiday)➤ Labor Day➤ Veterans Day➤ Thanksgiving Day➤ Day After Thanksgiving➤ Christmas Eve➤ Christmas Day
ONE-WAY FARE	Adults \$3.00 Persons (65+) \$1.50 Disabled \$1.50 Students \$1.50 Child (under 7 years of age) – No Charge
RIDER ELIGIBILITY	General Public

Exhibit E

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISES

- A. Affirmative Action. Service Provider 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 advertising, layoff of termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Prior to the execution of this Agreement, Service Provider shall furnish Pace with evidence that it has filed with the Illinois Department of Human Rights (the "Department") an affirmative action program covering the Service Provider's employment practices, if a plan is required by the Department. Service Provider shall promptly furnish Pace with a copy of any and all documents filed by it with the Department.
- B. Equal Employment opportunity Clause. Service Provider 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, and national origin or 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 Service Provider in its efforts to comply with such Act and Rules and Regulation, Service Provider shall promptly so notify the Department, and Service Provider shall recruit employees for other sources when necessary to fulfill its obligations thereunder.

(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 of Pace, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

(6) That it will permit access by Pace 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.

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

"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.

In addition, Service Provider 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, Service Provider will be liable for compliance by all its subcontractors with applicable provisions of this Section; and further it will promptly notify pace and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Service Provider 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.

D. Disadvantaged Business Enterprises. Service Provider shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Service Provider shall carry out application requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Service Provider to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such remedy as Pace deems appropriate.

Exhibit F

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

SERVICE PROVIDER'S CERTIFICATION

STATE OF ILLINOIS)
)
COUNTY OF _____) SUBURB-TO-SUBURB.

,being first duly sworn on oath, deposes and state that all statements herein made are made on behalf of the Service Provider; that this deponent is authorized to make them, and that the statements contained herein are true and correct.

The Service Provider deposes, states and certifies that the Service Provider is not barred from contracting with Pace on the Paratransit Service Provider Agreement as a result of a violation of either Section 33E-3 of Section 33E-4 of Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 33E-4).

DATED: _____

SERVICE PROVIDER

By: _____

Title: _____

Attest: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2013.

NOTARY PUBLIC

Exhibit G

2014 PARATRANSIT SERVICE PROVIDER AGREEMENT

FORM OF OPINION OF GRANTEE'S COUNSEL

Attention: Executive Director
PACE Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005-4412

Please be advised that I represent (Name of Service Provider). Pursuant to Article XII of the Service Provider Agreement ("Agreement") this Opinion of Council is being provided:

1. (Name of Service Provider) is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal authority to engage in and carry on the public transportation services as described in said Agreement.
2. Said Agreement has been duly authorized by the (Board\Council) of the (Name of Service Provider) pursuant to Ordinance No. __, and the execution and delivery of said Agreement by all of the parties hereto will constitute a valid and binding obligation to the (Name of Service Provider), enforceable in accordance with its terms, and the making of and compliance with the terms and conditions of said Agreement by the (Name of Service Provider) will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to the (Name of Service Provider) known to this council.
3. All such approvals, consents, permits, licenses, authorizations or modifications as may be required to permit the performance by the (Name of Service Provider) of its obligations under said Agreement have been obtained, whether from the appropriate government authorities or other persons or entities known to this council.
4. No litigation, investigation or proceeding of or before any court, government authority or arbitrator is pending or, to the knowledge of this counsel threatened by or against the Service Provider, or against any of its properties or revenues (a) with respect to said Agreement, or (b) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of the Service Provider.
5. The Service Provider is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of the Service Provider, or that is reasonably likely to materially adversely affect the ability of the Service Provider to perform its obligations under said Agreement.
6. No obligation of the Service Provider and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to (him or her) may so affect, the business, operation, property or financial condition of the Service Provider or the ability of the Service Provider to perform its obligations under said Agreement.

November 25, 2013

Mr. Thomas J. Ross
Executive Director
Pace Suburban Bus
550 W. Algonquin Road
Arlington Heights, IL 60005-4412

Re: Village of Park Forest Paratransit Service Provider Agreement

Dear Mr. Ross:

Please be advised that I represent the Village of Park Forest. Pursuant to Article XII of the Paratransit Service Provider Agreement (“Agreement”), and based upon my examination of the Agreement, the following Opinion of Counsel is being provided:

1. The Village of Park Forest (“Village”) is duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the legal authority to engage in and carry on the public transportation services as described in said Agreement.
2. Said Agreement has been duly authorized by the Mayor and Board of Trustees of the Village, pursuant to Resolution Number R-12-42, and the execution and delivery of said Agreement by all of the parties hereto will constitute a valid and binding obligation of the Village, enforceable in accordance with its terms, and the making of and compliance with the terms and conditions of said Agreement by the Village will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture or other instrument applicable to the Village known to this Counsel.
3. The Village has obtained all consents, approvals, permits, licenses, authorizations or modifications of other governmental authorities or agencies as may be required for execution, delivery and performance by the Village of its obligations under said Agreement.
4. No litigation, investigation or proceeding of or before any court, governmental authority or arbitrator is pending or, to the knowledge of this counsel, threatened by or against the Grantee, or against any of its properties or revenues (a) with respect to said Agreement, or (b) which is reasonably likely to have a material adverse effect on the operations, property or financial condition of the Village.

5. The Village is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property or financial condition of the Village, or that is reasonably likely to materially adversely affect the ability of the Village to perform its obligations under said Agreement.
6. No obligation of the Village and no requirement of law materially adversely affects, or insofar as Counsel may reasonably foresee based on facts known to me or may so affect, the business operation, property or financial condition of the Village or the ability of the Village to perform its obligations under said Agreement.

Very truly yours,

ODELSON & STERK, LTD.

Felicia L. Frazier
Felicia L. Frazier

FLF/da

cc: Thomas K. Mick, Village Manager
Roderick Ysaguirre, Director of Public Works

AGENDA BRIEFING

DATE: November 26, 2013

TO: Mayor John A. Ostenburg
Board of Trustees

FROM: Chief of Police Clifford Butz

RE: A resolution authorizing the sale by Public Auction of Personal Property
Owned by the Village of Park Forest

BACKGROUND/DISCUSSION: The attached resolution provides authority for the Village of Park Forest to participate in the Dyer Auto Auction at which time one (1) vehicle will be sold. The vehicle is a 2009 Ford Expedition, (old squad car; VIN #1FMFU16519LA00331) which has come to the end of its usefulness due to a blown transmission.

SCHEDULE FOR CONSIDERATION: This item will appear on the Rules Meeting agenda of December 9th, 2013 for Board discussion.

Resolution No. _____

**A RESOLUTION AUTHORIZING THE SALE BY PUBLIC AUCTION
OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF PARK FOREST**

- Whereas,** Article VII, Section of the Constitution of the State of Illinois, and Chapter 17/27, paragraph 741-748 of the Illinois Revised Statutes, authorize and encourage intergovernmental cooperation; and
- Whereas,** in the opinion of a majority of the corporate authorities of the Village of Park Forest, it is no longer necessary, useful, or in the best interest of said jurisdiction to retain ownership of the personal property hereinafter described; and
- Whereas,** it has been determined by the Mayor and Board of Trustees of the Village of Park Forest; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees:

SECTION ONE: pursuant to Chapter 65, Section 5/11-76-4 of the Illinois Compiled Statute the Mayor and Board of Trustees of the Village of Park Forest find the personal property described in Attachment A now owned by said jurisdiction would be best served by the property's sale.

SECTION TWO: The Village Manager for the Village of Park Forest is hereby authorized to direct the sale of the aforementioned personal property at the:

Dyer Auto Auction
641 Joliet Street
Dyer, In.

SECTION THREE: the Village Manager is hereby authorized to direct the Dyer Auto Auction to advertise the sale of the aforementioned personal property through area newspapers, direct mailings, and other channels deemed appropriate prior to the date of said auction.

SECTION FOUR: no bid shall be accepted for the sale of an item which is less than the minimum value set forth herein, unless the Manager or designees so authorizes at the time of auction.

SECTION FIVE: upon full payment of the auctioned price for the aforesaid items of personal property by the highest bidder, the Manager is authorized to direct Dyer Auto Auction to convey and transfer the title and ownership of said personal property to the bidder.

SECTION SIX: this ordinance shall be in full force and effect from and after its passage by a vote of a majority of the corporate authorities, and approval in the manner by law.

PASSED this _____ day of _____, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

Attachment A

Department	Vehicle Make/Model	Year	VIN
Police	Ford Expedition	2009	1FMFU16519LA00331

AGENDA BRIEFING

TO: Mayor John Ostenburg
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: December 2, 2013

RE: A RESOLUTION REVISING THE RULES OF ORDER AND PROCEDURE OF
THE MAYOR AND BOARD OF TRUSTEES

BACKGROUND/DISCUSSION:

The Village Board of Trustees has a longstanding practice of abiding by a codified Rules of Order and Procedure which govern both meeting schedules and meeting protocol. At a previous Saturday Meeting, dialogue amongst the Board centered on both the meeting time and schedule for Village Board Monday evening meetings.

Upon attending some sessions sponsored by the Illinois Municipal League, Mayor John Ostenburg stated his concern that the Rules of Order and Procedure might need to be updated related to

- 1) The setting of time limits for how long a member of the public might speak at a Village Board Meeting and how many times someone might be able to speak at a meeting;
- 2) What constitutes/defines a disturbance at a meeting and what action might be taken accordingly by the presiding officer to address such disturbances.

With the assistance of Village Attorney Felicia Frazier, both issues noted above have addressed with the bolded/underlined details as attached. The Rules of Order and Procedure have been attached in their entirety including the above-referenced changes.

SCHEDULE FOR CONSIDERATION: This item will appear on the Consent Agenda of the December 9th Rules Meeting for Board discussion.

**A RESOLUTION REVISING THE
RULES OF ORDER AND PROCEDURE OF THE
MAYOR AND BOARD OF TRUSTEES
Restated and Readopted _____, 2013 (R-13-)**

WHEREAS, with the approval Resolution R-10-34, the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of their home rule authority, adopted Rules of Order and Procedure to govern the deliberations, meetings, and functioning of the Mayor and Board of Trustees, hereinafter referred to as “Board” of the Village of Park Forest, Cook and Will Counties, Illinois, hereinafter referred to as “Village” and the Committees thereof.

WHEREAS, in order to ensure efficient handling of public business of the Village of Park Forest, the Mayor and Board of Trustees have determined that it is in the best interest of the Village of Park Forest and its residents to amend the current Rules of Order and Procedure of the Mayor and Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED that the Rules of Order and Procedure of the Mayor and Board of Trustees are hereby amended as follows:

Section 1. The Rules of Order and Procedure are amended by adding the underlined language and deleting the overstricken language to read as follows:

RULES OF ORDER

I. Meetings

- A. Regular meetings of the Board shall be held, as necessary, at the Village Hall on the third (3rd) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.
- B. Rules/Committee of the Whole Meetings of the Board shall, as necessary, be held at the Village Hall on the first (1st) and fourth (4th) Mondays (the latter as needed upon conference of the Mayor and Village Manager) of each month at 7:00 p.m. unless otherwise ordered at a regular meeting. Meetings shall adjourn no later than 11:00 p.m. unless continued by consent of two-thirds (2/3) of the members of the Board present.
- C. In July and August the Rules/Committee of the Whole Meeting of the Board shall be held on the second Monday of the month and Regular meeting shall be held on the third Monday of the Month. In December the Rules/Committee of the Whole Meeting of the Board shall be held on the first Monday of the month and the Regular meeting shall be held on the second Monday of the Month

- D. Special meetings may be held at any time at call of the Mayor or of any two (2) Trustees. The call shall be made in writing, duly signed, and be presented to the Village Clerk. The Clerk shall immediately serve, or cause to be served, written notice of the special meeting on the Mayor and Trustees. The written notice shall include the agenda of the special meeting and shall be served, except in case of emergency, at least forty-eight (48) hours before the meeting. At a special meeting, no business other than that listed on the agenda shall be in order.

All meetings of the Board shall be open to the public and news media, except that a closed executive session can be declared as provided by law. The board may invite such persons to a closed executive session as may be required for advice and information. The executive session may not take final action on any matter under discussion

- E. Saturday Morning Rules/Committee of the Whole Meetings shall generally be held on the first Saturday of each month primarily for the purpose of giving an audience to citizens. Saturday Meetings shall begin at 10:00 a.m. If citizens are present, the meeting shall remain in session until noon, adjourning at that time. If no citizens are present, the meeting may adjourn at 11:00 a.m. For each meeting, an agenda shall be prepared and posted and minutes shall be taken whether or not a quorum is present. No action may be taken at a Saturday Morning Rules/Committee of the Whole Meeting.
- F. Notice of all meetings shall be given according to the Illinois Open Meetings Act. A schedule of meeting dates shall be adopted prior to January 1 of each calendar year.

II. Presiding Officer

- A. The Village Mayor shall be the presiding officer at all meetings of the Board.
- B. The senior trustee is hereby designated Mayor *pro tempore* and shall serve as temporary chair in the absence of the Village Mayor, unless another trustee is chosen by the Board. The senior trustee shall be the trustee who has the longest current continuous term of service on the board. If a tie exists, the presiding officer shall be chosen by lot from among those senior trustees. In the absence of both the Village Mayor and the Mayor *pro tempore*, the next senior trustee who is present shall chair that meeting.
- C. In the absence of the Village Mayor the Village Clerk shall call the meeting to order and name the appropriate officer, per paragraph B above, as the presiding officer.
- D. The presiding officer shall preserve order and decorum. The presiding officer may speak to a subject before the Board, but no more than once without relinquishing the chair. The presiding officer may speak to points of order in preference to the Trustees. The presiding officer shall decide all questions of

order, subject to appeal to the Board. When two or more Trustees request the floor, the presiding officer shall name the order in which they are to be heard. In case of any disturbance or disorderly conduct, the presiding officer shall have the power to have the meeting cleared of any or all visitors.

III. Conduct of Meetings

A. Quorum

A quorum for the transaction of business shall consist of four members of the Board.

B. Regular Meetings

The order of business shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and in the absence of the Village Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call
3. Pledge of Allegiance
4. Public Hearings
5. Reports of Village Officers
6. Reports of Liaisons to Advisory Boards and Commissions and Task Forces
7. Citizens' Comments, Observations, Petitions (~~At the discretion of the presiding officer, comments may be limited to five minutes per speaker~~). **(Comments may be limited to five minutes per speaker and no more than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. The same individual is prohibited from addressing more than two subjects in one meeting.)**
8. Approval of the Consent Agenda including approving the minutes of the previous Board meeting or meetings and executive sessions.
9. Debatable Agenda
 - (a) Second Reading of Ordinances
 - (b) Unfinished Business
 - (c) New Business, including the introduction of ordinances, resolutions, motions
10. Executive Session
11. Adjournment

C. Rules/Committee of the Whole Meetings

The order of business for Rules/Committee of the Whole Meetings shall be as set forth on the agenda. The general agenda format shall be:

1. Call to order, and, in the absence of the Mayor, naming of the presiding officer by the Village Clerk
2. Roll Call
3. Items for Discussion
4. Citizens' Comments, Observations, Petitions on matters on the meeting agenda ~~(At the discretion of the presiding officer, comments may be limited to five minutes per speaker).~~ (Comments may be limited to five minutes per speaker and no more than three individuals shall address the same subject. The Clerk of the Board shall operate a timing device which indicates when each allotted time period ends. **The same individual is prohibited from addressing more than two subjects in one meeting.**)
5. Reports of Village Officers: Manager, Trustees, Mayor, Clerk, Attorney
6. Executive Session
7. Adjournment

D. Disruptions

Disruptive behavior during any public comment or any other time during a Board meeting shall not be permitted.

1. "Disruption" Defined

Disruptions shall include:

- a. Speaking when not recognized by the presiding officer.**
- b. Abusive comments and/or "personal attacks" directed to or relating to the Board, and Supervisor, any Village staff or Village employee.**
- c. Profanity, threats, or displays, including unauthorized "show of hands", placards, use of noise makers, applauding, jeers, "cat-calls" and similar demonstrative conduct.**
- d. Off topic discussions. Disruption includes public comment on a topic other than that under the jurisdiction of the Board, discussion on items other than that under the Agenda item under consideration by the Board.**

E. Handling Disruptions

When a disruption occurs, the presiding officer shall first warn the party making the disruption of (1) the nature of the disruption, (2) that the disruption is not permitted, and, when appropriate, (3) if the disruption continue that such party may be ejected from the meeting. Repeated disruptions shall not be tolerated and any party or group which continues disruptive behavior after

admonition shall be ejected by the Police Chief or his/her designee, or the meeting adjourned to a future date and time.

F. Saturday Morning Rules/Committee of the Whole Meetings

The primary order of business at a Saturday Morning Rules/Committee of the Whole Meeting shall be to give an audience to citizens for their comments, observations, and petitions. However, the agenda may include other matters for discussion as long as the audience to citizens is given precedence.

G. Agendas

1. The following agenda format shall be in force at regular board meetings:

(a) The Consent Agenda shall contain matters which are repetitive in nature, purchases which have been authorized by budget and accompanied by adequate documentation as to conformance with budgetary and purchasing policy, appointments, and other routine matters. Any item on the Consent Agenda may be moved at the request of any member of the Board at any time. There shall be no debate or discussion regarding consent agenda items

(b) The Debatable Agenda shall contain all ordinances and matters requiring further amplification or discussion.

2. The Village Manager shall, after consultation with the Village Mayor, prepare agendas for Regular and Rules/Committee of the Whole meetings in accordance with paragraphs III B and III C and shall distribute the printed agenda with all supporting documents not later than 48 hours before the meeting. Priority of business shall follow the printed agenda unless changed by the presiding officer, subject to approval of the Board of Trustees. The Village Mayor or any trustee may place a matter on the agenda for consideration by filing a written request with the Village Manager.

3. The Village Manager shall be responsible for ensuring that no item is deleted from a Rules/Committee of the Whole agenda and is listed in the order received.

H. Appointments shall be submitted by the Mayor for advice and consent by the Board.

IV. Duties of Members of the Board

A. While the presiding officer is putting the question or while business is being transacted, no Trustee shall leave the room except by consent of the presiding

officer. No trustee shall speak or offer a motion without first addressing the chair and being recognized.

- B. In speaking during the discussion of any question, members of the Board shall confine their remarks to the question under debate, avoiding personalities and refraining from impugning the motives of any other member of the Board or the staff. Members of the Board shall not speak more than once upon any subject until other members of the Board who wish to speak shall have relinquished the floor. Members of the Board shall not make comments that violate any law or village ordinance, particularly comments such as those related to a political campaign that violate Section 2-605 of the Village Code.
- C. Every Trustee present when a question is stated shall vote thereon, unless he or she abstains.

V. Motions

- A. No motion shall be debated unless it has been seconded. Any motion shall be submitted in writing, if requested by the presiding officer or any Trustee. If any motion or question contains two or more distinct propositions, the presiding officer or any Trustee may have it divided with the consent of the Board.
- B. After a motion or resolution is stated by the presiding officer, it may not be withdrawn from consideration except by unanimous consent of the Trustees present.
- C. When a blank is to be filled and different sums or times proposed, the question shall be taken first on the least sum or the longest time.
- D. A motion to approve the consent agenda shall not be debatable.
- E. A motion to reconsider may be introduced by any member of the Board on the prevailing side of the question at the same meeting at which the question was voted upon or at the next Regular Meeting of the Board. A motion to reconsider may only be presented at a Special Meeting at which there are present at least as many members of the Board as were present when the original vote was taken.

VI. Precedence of Motions

- A. When a question is under debate, the following motions are in order and shall have preference over each other in the order listed:
 - 1. Adjournment to a day certain
 - 2. Adjournment
 - 3. To take a recess
 - 4. To declare an executive session
 - 5. To lay on the table

6. The previous questions
7. To refer to committee
8. To amend
9. To substitute
10. To defer or postpone to a time certain
11. To postpone

B. Number 2, 4, 5, and 6 are not debatable.

VII. Resumption of Business after Recess

- A. The Board shall, at all recessed meetings, resume business at the same order on which it was engaged immediately preceding the last recess, with the exception of orders numbers 1 and 2 of Rule III B and C.

VIII. Voting

- A. The yeas and nays upon all ordinances, contracts and expenditures of money shall be taken and entered on the minutes. The yeas and nays on any other questions acted upon by the Board shall be taken and entered on the minutes upon the request of any member of the Board made previous to such a vote, or immediately following.
- B. The result of all votes shall be announced by the Village Clerk and no vote shall be changed after such announcement.
- C. Except as provided by state law, the passage of all ordinances for whatever purpose, and of any resolution or motion (i) to create any liability against the village or (ii) for the expenditure or appropriation of its money shall require the concurrence of a majority of all members then holding office on the village board, including the village Mayor.

IX. Standing Committees

- A. Standing committees of the Board shall be Committees A, B, and C. The Village Mayor shall be an ex-officio, non-voting member of each standing committee and shall not count toward the presence of a quorum. Each standing committee shall have four members and each trustee shall serve on two standing committees.
- B. With the advice and consent of the Board, the Mayor shall appoint the committee chairs and assign Trustees to committees every two years, with the goal that each trustee serve as a committee chair at least once during his or her four year term. Standing committee assignments shall be made following each election, but no later than at the first regular meeting in May of each year. Each committee shall enlist such assistance from other Trustees as the Committee or Board may find desirable. All committees may utilize staff in their deliberations and discuss assigned items with all interested parties including citizens, civic and service organizations, commissions, developers, other

governmental units, and commerce and industry groups. No committee shall obligate the Village for the expenditure of any money in connection with the outside assistance, except with prior and proper authorization of the Board. The committee will keep the Board aware of the committee activities and will report any policy matters to the Board before any action, publicity or opinions are presented to the public.

C. Matters shall be assigned to standing committees as needed.

X. Committee Procedure

A. The Committee Chair shall schedule meetings on an “as needed basis.”

B. All committees shall hold meetings in accordance with law.

C. Upon motion, the Board may, by a majority vote, discharge a committee of further consideration of a matter referred to it, and order the matter placed on the Board’s agenda

D. The Village Mayor shall review all potential agenda items to determine if such matters should be assigned to a committee or included on the agenda of the Board of Trustees.

E. When a committee to which a matter has been referred, with instructions to report at a time named in the order of reference, is not ready to report at such time, the matter so referred shall, unless further time is warranted, be considered as though reported back without recommendation.

XI. Ordinances and Resolutions

A. All ordinances, resolutions, and motions shall be introduced to the Board in printed or written form.

B. Any proposed ordinances may be prepared or reviewed by the Village Manager or the Village Attorney as directed by the Board.

C. The Village Manager shall prepare copies of all proposed ordinances and resolutions, together with copies of the attachments and shall distribute these to the Board.

D. At least 48 hours before the first reading of an ordinance or presentation for adoption of a resolution or motion, all information concerning language and purpose of the ordinance, resolution or motion, as proposed, shall be distributed to the Board. With respect to resolutions or motions, the full text need not be submitted if a reasonable explanation of its contents is presented within the required period.

- E. The first reading of any ordinance shall be for information and assignment as required for study by the appropriate committee and/or advisory boards. There shall be no vote at first reading. A staff presentation of the proposed ordinance shall be made at first reading, and brief discussion and questions may be allowed at the pleasure of the presiding officer. The proposed ordinance will be placed on the agenda of the next rules meeting or can be assigned to the appropriate committee for full examination and discussion.
- F. The second reading of an ordinance calls for final action. A roll-call vote shall be taken.
- G. If an ordinance is amended in committee, it shall be reported in such revised form. Each Trustee shall be furnished with a copy of the revised ordinance.
- H. Unless these rules are waived by the Board, Ordinances shall not be passed until they have had first reading at a regular or special meeting, discussion at a Rules/Committee of the Whole meeting, and second/final reading at a regular or a special meeting on three (3) separate days.
- I. Except as otherwise provided by state law, any ordinance which contains a statement of its urgency in the preamble or body thereof, other than an ordinance adopted under Article 8 of the Illinois Municipal Code, may take effect immediately upon its passage provided that the corporate authorities, by a vote of 2/3 of all the members then holding office, so direct.

XII. Privileges of Floor

- A. No persons, other than the presiding officer, trustees, village officers, or persons invited by the presiding officer or the Board, shall have the privilege of the floor, except as provided under Rules I and III of these Rules.
- B. Persons other than the presiding officer, trustees, and village officers shall not be permitted to address the Board except upon introduction by the presiding officer or by the Chair of the appropriate committee.

XIII. Suspension of Rules

- A. Any provision of these Rules other than article XVI, not governed by state law or Village ordinance, may be temporarily suspended at any meeting of the Board, by an affirmative vote of two-thirds (2/3) of the members of the Board present.

XIV. Appeal from Decisions of the Presiding Officer

- A. Any Trustee may appeal a ruling of the presiding officer to the Board. If the appeal is seconded, the Trustee making the appeal may make a brief statement of the reasons for the appeal, and the presiding officer may briefly explain the ruling, but there shall be no debate on appeal and no other Trustee shall participate in the

discussion. The presiding officer shall then put the question, "Shall the decision of the chair be sustained?" If the majority of the Trustees present vote "Aye," the ruling of the chair is sustained, otherwise it is overruled.

XV. Parliamentary Authority.

- A. The parliamentary authority shall be *Robert's Rules of Order, Newly Revised*, 10th Edition, Perseus Publishing.

XVI. Amendment of Rules

- A. These rules may not be amended except by a resolution submitted in writing and placed on the agenda of a regular meeting under the order of new business. This requirement shall be waived only by a unanimous roll call vote of those present.

Section 2. **Effective Date.** This resolution shall be in effect as of January 1, 2014.

ADOPTED this _____ day of December, 2013

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST

MEMORANDUM

TO: John A. Ostenburg, Mayor
Board of Trustees

FROM: Thomas K. Mick,
Village Manager

DATE: November 26, 2013

**SUBJECT: A RESOLUTION ADOPTING THE HOLIDAY AND MEETING
SCHEDULE FOR THE CALENDAR YEAR 2014**

BACKGROUND/DISCUSSION:

Attached is the proposed Village Board Meeting calendar for 2014. In accordance with the Village Board's adopted Rules of Order and Procedure, the calendar includes dates for Board Rules Meetings, Regular Board Meetings and Saturday Morning Rules Meetings along with holidays in which Village Hall is closed. The calendar also sets forth a relaxed meeting schedule for the months of July, August and December when the Board will only meet on two Mondays in each of these months. The July/August meetings are on the 2nd and 3rd Mondays of these months while December meetings have historically been on the first and second Mondays of the month. It is understood that the Board can schedule a special meeting in any of these months should the need arise.

In September of 2010, the Board amended its Rules of Order and Procedure and set forth a new meeting time and days. With the amendment, the Board has a Rules Meeting on the 1st Monday of each month and a Regular Meeting on the 3rd Monday of each month. A Rules or Regular meeting can be scheduled on the fourth Monday as needed, upon conference of the Mayor and Village Manager. Unless specially noted otherwise, Monday evening Board Meeting begin at 7 PM while Saturday Morning Rules Meetings begin at 10 AM.

The attached meeting calendar also includes a number of regularly scheduled meetings that are postponed a day due to holidays (Martin Luther King, Jr., Memorial Day, and Labor Day). In past years, the Village Board has expressed an interest in rescheduling Board Meeting dates which may conflict with holidays of the Jewish faith. In 2014, holidays of the Jewish faith, and any alteration of the Board's meeting calendar, include the following.

- Passover in 2014 will start on Tuesday, April 14th and will continue for 7 days until Monday, April 21st. With the major celebrations of Passover being on April 14th and 15th, there is only a minor conflict with the Board's meeting calendar for the meeting set for April 21st
- The holidays of Hanukah, Rosh Hashanah and Yom Kippur in 2014 do not pose a conflict with the 2013 meeting calendar.

SCHEDULE FOR CONSIDERATION:

This issue will be on the Rules Meeting of December 9, 2013 for Board discussion.

RESOLUTION No. _____

**A RESOLUTION ADOPTING THE HOLIDAY
AND MEETING SCHEDULE FOR THE CALENDAR YEAR 2014**

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest establishes a meeting schedule of Rules and Regular meetings each year so as to alert the public of when it will be convening; and

WHEREAS, the Board of Trustees generally meets three Monday evenings per month and one Saturday morning per month; and

WHEREAS, the Board of Trustees has adopted a relaxed schedule in the months of July, August and December when they will meet on two Monday evenings and one Saturday morning in these months; and

WHEREAS, the Personnel Manual establishes a list of annual holidays for employees including New Years Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas and Christmas; and

WHEREAS, if a holiday falls on a Monday, the regularly-scheduled meeting traditionally has been delayed until Tuesday of the same week.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois that the holiday and meeting schedule attached hereto shall be officially adopted for the calendar year 2014.

ADOPTED this _____ day of _____, 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

2014 Holiday and Meeting Schedule

	<u>Rules</u>	<u>Regular</u>	<u>Rules/Regular</u>	<u>Saturday Rules</u>
January	6	21 (Tues.) (M.L. King, Jr. Holiday)	27	4
February	3	17	24	1
March	3	17	24	1
April	7	21	28	5
May	5	19	27 (Tues.) (Memorial Day)	3
June	2	16	23	7
July	14	21	-	12
August	11	18	-	2
September	2 (Tues.) (Labor Day)	15	22	6 (Labor Day)
October	6	20	27	4
November	3	17	24	1
December	1	8	-	6

2014 Holidays When Village Hall Will Be Closed:

Wednesday, January 1, 2014 New Year's Day
 Monday, January 20 Martin Luther King, Jr. Holiday
 Monday, May 26 Memorial Day
 Friday, July 4 Independence Day
 Monday, September 1 Labor Day
 Tuesday, November 11 Veteran's Day
 Thursday, November 27 Thanksgiving Day
 Friday, November 28 Day After Thanksgiving
 Wednesday, December 24 Christmas Eve
 Thursday, December 25 Christmas Day
 2 Floating Holidays of Employee's Choice

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Thomas K. Mick,
Village Manager**

DATE: December 3, 2013

RE: A Resolution Establishing the 2014 Village of Park Forest Legislative Agenda

BACKGROUND/DISCUSSION:

The Village Board's Legislative Committee recently convened to craft the Village's Legislative Agenda for 2014 (attached). The agenda includes issues of concern for Park Forest on the local, regional and state levels. The Committee consisted of Mayor Ostenburg and Trustees Brandon, Kopycinski and O'Neill. The agenda will be the background for discussions with county, state and federal legislators across 2014. A tentative legislative breakfast has been scheduled for the morning of Saturday, December 14th at Village Hall.

SCHEDULE FOR CONSIDERATION:

This item will be on the agenda of the December 9, 2013 Rules Meeting for Board discussion.

RESOLUTION No. _____

**A RESOLUTION ESTABLISHING THE 2014
VILLAGE OF PARK FOREST LEGISLATIVE AGENDA**

WHEREAS The Village of Park Forest deems it to be in its best interests to establish an agenda of legislative issues important to the residents of its community; and

WHEREAS the Village Board's Legislative Committee established a Legislative Agenda for 2014 which was reviewed and discussed by the entire Village Board; and

WHEREAS the finalized 2014 Legislative Agenda is set in substantially the same form as attached.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, that the 2014 Legislative Agenda be established and communicated to all Park Forest-area Legislators.

ADOPTED AND APPROVED this _____ day of 2013.

APPROVED:

ATTEST:

Mayor

Village Clerk

VILLAGE OF PARK FOREST 2014 LEGISLATIVE AGENDA

Property Tax Reform

Correct the Property Tax Delinquency Issue – The Village requests that legislation be considered which would force tax-delinquent property owners to pay their tax obligations without the ease or option of walking away from the property. Tax delinquent property owners currently have the ability to abandon a parcel of land after having not paid taxes for a long period of time while still reaping economic benefits during this timeframe.

School Funding Reform – The Village of Park Forest continues to support the need for legislation to change the way schools are funded in Illinois by placing more burden on the state income tax and reducing reliance on the local property tax. The Village also believes that the State Board of Education and the State of Illinois needs to review and revise the system for student funding of Charter Schools.

Sales Tax Revenue Sharing – With a changing opportunity for sales tax revenue among a number of communities that are not as well situated geographically as are others, and thus have less opportunity for commercial development, the Village of Park Forest favors legislation to provide for some form of sales tax revenue sharing; the Village's position is that the larger portion of the local sales tax revenue should go to the community where the generating business is located, in order to accommodate infrastructure costs, *etc.*, but that a significant portion likewise should be distributed to all municipalities based on population, such as is done with the motor fuel tax.

Less Intrusion on Local Revenues – The Village of Park Forest urges legislative controls over the amount of local municipal revenue that can be withheld by the State of Illinois (*e.g.* photo tax, utility tax collection fee, *etc.*). Also, ensure that ample legislative controls are in place so as to avoid currently-provided state services or programs from being curtailed and passed on as a local government obligation.

Void Exemptions for Residential Investment Property - When an owner-occupied residential property becomes rental, the Village supports a mechanism to cause the property tax bill to be adjusted to remove the homestead, senior and senior freeze, disabled persons, returning veterans and disabled veterans exemptions unless there is legal standing for the property owner to qualify otherwise for any such exemptions.

Commercial/Industrial Property Tax Sharing – The Village seeks County Support of sharing Commercial/Industrial property tax base revenues within the region to level the playing field.

Public Policy Advocacy

Level I Trauma Center for the South Suburbs – The residents of the South Suburbs are without a Level I Trauma Center. This untenable situation is one wherein paramedics must transport more than 19 miles to Christ Hospital in Oak Lawn any patients needing Level I trauma care. When every second of every minute is critical, the situation is oftentimes exacerbated by traffic or weather conditions or when Christ Hospital is on bypass, meaning patient care is delayed even further for continued transport to the next available Level I Trauma Center. Regional and State, perhaps even Federal, Support is needed in developing a solution. Park

Forest and southland residents and their children are as valuable as are the men, women, and children of the West Suburbs or the North Suburbs where there is an abundance of Level I Trauma Centers.

Vacant Foreclosed Property Contact Information – The Village of Park Forest seeks policy reform to require the contact information (name, address and phone number) of the plaintiff filing a property foreclosure notice to be provided on the Notice of Foreclosure and other related foreclosure filings. Locating the plaintiff's contact information is a cumbersome task that adds a layer of work to already overworked municipalities. Providing the plaintiff's contact information will aid in the expediting of municipal code enforcement for vacant foreclosed property.

PSEBA Reform – The Village of Park Forest strongly encourages the State of Illinois to revise its definition of the term catastrophic as relates to the Public Safety Employee Benefit Act.

Minimum Wage Relief for Seasonal/Recreational Positions – With a structured increase in minimum wage established by the State of Illinois some years ago, a classified exemption was eliminated as relates to summer/seasonal recreational positions typically staffed using high school or college students. The impacts to seasonal and summer Park Forest recreational programming and venues such as the Aqua Center have been substantial. The Village of Park Forest urges the State of Illinois to re-institute the recreational/seasonal exemption clause for without such relief many of these jobs for high school and college-aged students will likely be curtailed or altogether eliminated.

Housing Authority Portable Vouchers – the Village of Park Forest seeks Federal, State and/or County support in addressing a funding issue related to portable vouchers being administered by the Park Forest Housing Authority. On average, a housing agency manages port-ins which equate to approximately 10% above their HUD-authorized total of local voucher certificates. Such a methodology for Park Forest would result in no more than 17 such portable vouchers. As of November 2013, the Park Forest Housing Authority is managing **400** portable vouchers from outside agencies. The Village of Park Forest and its Housing Authority seeks policy relief in which 100% of the administrative funding for the Portable Vouchers be distributed directly by HUD to the Housing Authority that administers the Portable vouchers.

Public Employee Pension Plans – The Village of Park Forest urges that any legislation relating to municipal employee benefits, including pension benefits, allow for some levels of control by the employing local government (*e.g.*, to be included in collective bargaining). Also, the Village encourages legislators to consider parity between the benefits conveyed through public safety pension plan and those offered to other municipal employees through IMRF.

Home Rule – The Village of Park Forest supports legislation that any referendum to reverse home rule status, in order to pass, must be approved by no less than 60 percent of those persons casting votes in said referendum.

SSMMA Legislative Agenda – Upon approval by the Village Board, Park Forest supports the legislative agenda of the South Suburban Mayors & Managers Association, the Illinois Municipal League and the National League of Cities.

Local Health Programs – With the onset of Nationalized Health Care, the Village of Park Forest urges legislation to foster an annual stipend from the State of Illinois and the federal government for communities that operate health departments, thus easing health-related burdens for Cook/Will Counties, the State of Illinois and neighboring communities.

Health Care Support – The Village of Park Forest encourages legislation which would fund an annual stipend from the State of Illinois and the federal government to the Access to Care program, which brings critical primary health care access and resources to the uninsured of Cook County who are caught in the gap of having private insurance coverage and qualifying for assisted public health insurance.

Energy Efficiency - Park Forest supports programs for residential, commercial and industrial energy efficiency. Consumer savings, reduced Green House Gas emissions and increased economic/job development would be the result of increased funding of programs promoting more efficient energy use.

Adaptation Planning - The effects of climate change can be witnessed all throughout Illinois. Extreme storms are happening more frequently and the devastation caused by them are extremely harmful to residents and have a negative economic impact to the region/state/country. The Village of Park Forest supports increased funding for programs including: green storm water management, green infrastructure, Smart Grid and formal adaptation planning so that communities are more resilient to the effects of climate change.

Local Food Production – Barriers should be eliminated at the regional/state/federal level for small scale gardens/farms to grow food for local consumption as well as additional funding made available to support the growth of local food production.

Transportation/Economic Development

Public Transportation – As part of its ongoing efforts to promote long-term sustainability, the Village of Park Forest supports legislation to provide financial incentives to collaborative efforts among local units of government that create public transportation systems to serve local residents.

South Suburban Airport – The Village of Park Forest supports the Illinois Department of Transportation's expedited development of the South Suburban Airport.

Illiana Expressway – The Village of Park Forest supports efforts to increase local ground transportation routes such as the Illiana Expressway to ease congestion in the region.

Manufacturing Training for Secondary School Students – The Village of Park Forest has spearheaded laying the groundwork for the opportunity of high school students to obtain National Institute for Metalworking Skills (NIMS) credentials which would enable them to enter into one of several potential courses of vocation upon graduation from high school. These include an expedited transition into the workforce by operating manufacturing equipment, easy transition into applied science programs at the community college level, pursuit of college degrees in engineering or business administration with the long term goal of becoming administrators within manufacturing plants or eventually having their own such businesses. This initiative needs financial support for start up, equipment and facility costs but the long-term benefits will

be broad in scope as Park Forest and its partners demonstrate to potential manufacturers that the south suburban community has a trained workforce at the ready.