

INTERGOVERNMENTAL AGREEMENT BETWEEN CENTRAL WILL DIAL-A-RIDE AND THE COUNTY OF WILL

THIS AGREEMENT, is made by and between the CITY OF JOLIET, an Illinois home-rule municipality, acting by and through its City Council hereinafter referred to as “City”, HOMER TOWNSHIP, an Illinois township, acting by and through its Township Board hereinafter referred to as “Homer Township”, JOLIET TOWNSHIP, an Illinois township, acting by and through its Township Board hereinafter referred to as “Joliet Township”, LOCKPORT TOWNSHIP, an Illinois township, acting by and through its Township Board hereinafter referred to as “Lockport Township”, TROY TOWNSHIP, an Illinois township, acting by and through its Township Board hereinafter referred to as “Troy Township”, JACKSON TOWNSHIP, an Illinois township, acting by and through its Township Board hereinafter referred to as “Jackson Township”, and the COUNTY OF WILL, a body corporate and politic, acting through its County Board members hereinafter referred to as “County”. The governmental entities previously listed above will be collectively referred to as the “Parties”. This Agreement is for the purpose of consolidating and transfer of management of Central Will Dial-A-Ride to Will County’s Dial-A-Ride service Access Will County.

RECITALS

WHEREAS, 5 ILCS 220/1 et seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the Parties are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the City, Homer Township, Joliet Township, Lockport Township, Troy Township, and Jackson Township manage and fund a dial-a-ride system (“Central Will”); and

WHEREAS, the County manages and funds a dial-a-ride system (“Access Will County”); and

WHEREAS, Pace Suburban Bus provides and manages the transportation services for the dial-a-ride systems (“Central Will” and “Access Will County”); and

WHEREAS, it is in the best interests of the citizens of Central Will and Access Will County that more efficient and expanded service delivery models be established; and

WHEREAS, the County is willing and able to service Central Will dial-a-ride users within Access Will County; and

WHEREAS, the Parties, in order to facilitate the transfer of service and responsibilities desire to further define the rights and obligations of each party.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows:

Section 1. Recitals. The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

Section 2. Obligations and Responsibilities.

A. Upon the effective date of this Agreement, the County shall:

1. Ensure registered eligible riders who have utilized dial-a-ride within the last two years of operation of Central Will are automatically enrolled within Access Will County.
2. Provide Dial-A-Ride services under Access Will County to Central Will County residents as identified in Exhibit A. Will County reserves the right to amend the service area outlined in Exhibit A at any time and with seven (7) days notice to the Parties. The County shall not reduce or materially alter the Service Area in Exhibit A without the prior written consent of the affected Township(s), not to be unreasonably withheld. Any expansion that increases costs requires the written agreement of the paying Parties and a corresponding cost allocation adjustment.
3. Manage and oversee the operations of Access Will County Dial-A-Ride.
4. Be responsible for development, implementation, and oversight of compliance with administrative policies and/or procedures.
5. Coordinate with Pace to ensure service standards are maintained.
6. Provide monthly ridership reports as supporting documentation for invoices sent to individual members of Central Will.

B. Upon the effective date of this Agreement, the City shall:

1. Transfer over Title XX grant or act as a pass through for the grant funding.
2. Cease operation of Central Will Dial-a-Ride.
3. Assist with ridership registration of residents to the best of their ability.

C. Upon the effective date of this Agreement, Homer Township, Joliet Township, Lockport Township, Troy Township, and Jackson Township shall:

1. Cease operation of Central Will Dial-a-Ride.
2. Assist with ridership registration of residents to the best of their ability

Section 3. Funding. The Parties agree to fund the cost of operating Access Will County to residents that reside within Homer Township, Joliet Township, Lockport Township, Troy Township, or Jackson Township as follows:

County Fiscal Year (December- November)	Central Will Contribution	County Contribution
FY 26	100%	0%
FY 27	80%	20%
FY 28	60%	40%
FY 29	40%	60%
FY 30	20%	80%
FY31 Onward	0%	100%

In 2027, Will County will assume responsibility for twenty percent (20%) of Central Will Dial-a-Ride's operating costs annually consistent with the Table in Section 3. From FY31 onward the County shall take on complete funding and no cost share shall be expected from Central Will.

The County will calculate the costs for each entity participating based on ridership data for that entity as received by Pace for billing. The City of Joliet will be responsible for sixty percent (60%) of the operating costs of Central Will Dial-a-Ride. The remaining forty percent (40%) shall be apportioned among the Township Parties based upon ridership.

The total invoice Will County receives from Pace for Access Will County Dial-a-Ride is determined by taking the Total Operating Expenses and subtracting the Liquidated Damages, subtracting the Operating Cost Subsidy, subtracting the Call Center Subsidy, subtracting the Fare Revenue Collected, and adding the Call Center Cost. The Total Cost per Trip is determined by dividing the Total Operating Expenses, minus the Liquidated Damages and Operating Cost Subsidy, by the total number of trips. The total number of trips includes trips taken by Riders and their Companions but excludes trips taken by Personal Care Attendants and service animals.

The total invoice submitted to the Central Will parties each month will be determined by the percentage of ridership from residents registered in Homer Township, Jackson Township, Joliet Township, Lockport Township, and Troy Township. For example, if the Central Will townships represent forty-five percent (45%) of the monthly ridership, then approximately forty-five percent (45%) of the total invoice Will County receives from Pace will be invoiced to the Central Will parties.

As stated above, the City of Joliet will be responsible for sixty percent (60%) of the total invoice Will County submits to the Central Will parties. From the remaining forty percent (40%), each township's invoiced amount is determined by multiplying the number of trips taken by its residents by the Total Cost per Trip and subtracting the Fare Revenue Collected by its riders. This

figure is added to the Call Center Cost divided by the product of the number of township trips divided by the total number of Central Will trips. When written out as a formula, the total invoice to each township reads:

$$([Total\ Township\ Trips \times Total\ Cost\ per\ Trip + Township\ Fare\ Revenue\ Collected] \times 40\%) + ([Total\ Central\ Will\ Call\ Center\ Cost \times (Total\ Township\ Trips / Total\ Central\ Will\ Trips)] \times 40\%)$$

Beginning in 2027, the total invoice submitted to the Central Will parties from Will County, calculated by the invoice Will County receives from Pace, will be reduced by twenty percent (20%) annually as Will County will assume responsibility for an increasing share of the program cost. As outlined in the table above, the graduated decrease in the total Central Will invoice will begin in 2027 and conclude in 2031 when Will County assume total financial responsibility for the consolidated Central Will and Access Will County Dial-a-Ride program. The formula referenced in the above paragraphs will be applied to this reduced amount invoiced to the Central Will parties.

The monthly invoices Will County submits to the Central Will parties will include invoice submitted to Will County by Pace in addition to the invoice spreadsheet containing the calculations used to determine each Central Will party's invoice.

Invoices are due within 30 days of receipt. If payment is late, the County may issue a 14-day notice. If payment is not received during that time, the County reserves the right to charge the applicable daily statutory interest.

Payments should be sent to:
Office of the Will County Executive
Mobility Manager
302 N Chicago Street
Joliet, IL 60435

Section 4. Maximum Cost for Central Will Contribution. The Parties agree that the annual maximum program cost collectively invoiced to Central Will partners shall not exceed \$325,000

Section 5. Program Oversight. The COUNTY agrees to oversee and manage the operations of Access Will County.

Section 6. Term and Termination. This agreement will be in effect beginning January 1, 2026 and will continue thereafter through December 31, 2030 unless terminated earlier by a party in accordance with this Section. Any party may terminate this Agreement upon 90 days advance written notice to the other parties. In the event of termination by any Party, the terminating Party shall remain responsible to fulfill its funding obligations for the portion of the fiscal year in which

the termination is effective and any services or expenses already incurred and approved. The remaining parties shall make reasonable efforts to mitigate any disruption to services caused by the termination. Termination shall not relieve any party of obligations incurred prior to the effective date of termination, including payment of outstanding invoices or compliance with indemnification provisions.

Section 7. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party or Parties its affiliates, officers, directors, employees, agents, representatives and the like from and against any and all third-party claims, direct damages, losses, liabilities, judgments, settlements, costs, expenses (including but not limited to reasonable attorney's fees) arising from or in connection with any services provided by this Agreement and any breach of this Agreement except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by the negligence or intentional misconduct of the other Party.

Section 8. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and shall not invalidate the remainder of the provision or any other provision of this Agreement.

Section 9. Dispute Resolution. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Twelfth Judicial Circuit, Will County, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings. If a resolution cannot be reached, the dispute may be submitted to arbitration in accordance with the laws of Illinois.

Section 10. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement, is intended to constitute, nor shall it constitute, a waiver of the defenses available to either of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

Section 11. Entire Agreement. This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

Section 12. Attorney's Fees. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement,

each party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

Section 13. No Waiver. The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.

Section 14. Effective Date. This Agreement shall be deemed dated and become effective on January 1, 2026.

Section 15. Notice. Any notice under this agreement must be in writing and must be given via electronic mail or mail. The notice must be addressed as follows or to such other addresses as either party may specify in writing:

If to the County:
Office of the Will County Executive
Mobility Manager
302 N Chicago Street
Joliet, IL 60432

If to the City of Joliet:
City Manager
150 W Jefferson St
Joliet, IL 60432

If to Homer Township:
Township Supervisor
14350 W. 151st Street
Homer Glen, IL 60491

If to Joliet Township:
Program and Policy Coordinator
175 W Jefferson St
Joliet, IL 60432

If to Lockport Township:
Township Administrator
1463 South Farrell Road
Lockport, IL 60441

Troy Township:
Township Supervisor
25448 W Seil Rd
Shorewood, IL 60404

If to Jackson Township:
Township Supervisor
100 E Mississippi Ave
P.O. Box 355
Elwood, IL 60421

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

COUNTY OF WILL

By: _____

Date: _____

Name: Jennifer Bertino-Tarrant

Title: Will County Executive

ATTEST: _____

Date: _____

Name: Annette Parker

Title: Will County Clerk

CITY OF JOLIET

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

HOMER TOWNSHIP

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

JACKSON TOWNSHIP

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

JOLIET TOWNSHIP

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

LOCKPORT TOWNSHIP

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

TROY TOWNSHIP

By: _____

Date: _____

Name:

Title:

ATTEST: _____

Date: _____

Name:

Title:

Exhibit A

Access Will County

Will County