



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Ride in Kane PACE Subsidy Agreement		
Presenter & Title:	Stephanie K. Dawkins, City Administrator		
Date:	November 27, 2017		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: Vision 7: Encourage and promote a variety of mobility options that promote an efficient and varied transportation system.			
Estimated Cost: \$			
		Budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
If "Other Funding," please explain how the item will be funded:			
Executive Summary:			
<p>The Ride in Kane Program was implemented in February 2008 and provides community access for senior citizens 65 years or older and persons with disabilities. Ride in Kane replaced the St. Charles/Geneva Dial-a-Ride program which was limited to daytime service and rides only within St. Charles and Geneva. Under the Ride in Kane Program, riders have the opportunity to access locations anywhere in the County and are also able to obtain curb-to-curb transportation service in the evenings and on weekends. Through a centralized call center, Ride in Kane dispatches Pace lift-equipped buses for demand-response, curb-to-curb transportation. This program was made possible by federal grants from the New Regional Transportation Authority (RTA), as well as contributions from participating agencies. The attached agreement provides subsidies by PACE to the program. The grant funding helps fund City of Geneva riders in an amount not to exceed \$10,599 provided by PACE subsidies. The City pays the balance up to the annual budgeted amount (\$30,000 in FY 2017-18).</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • PACE Subsidy Agreement 			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>Recommend approval of Resolution 2017-xx to authorize the City Administrator to execute the PACE Subsidy Agreement as presented, effective January 1, 2018 through December 31, 2018, subject to FY 2018-2019 budget approval.</p>			

RESOLUTION NO. 2017-121
RESOLUTION AUTHORIZING EXECUTION OF
RIDE IN KANE PACE SUBSIDY AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, the RIDE IN KANE PACE SUBSIDY AGREEMENT in the form attached hereto as Exhibit "A";

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2017.

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 4th day of December, 2017.

Mayor

ATTEST:

City Clerk

**RIDE IN KANE
PACE SUBSIDY AGREEMENT
City of Geneva**

This Ride in Kane Pace Subsidy Agreement (“Agreement”) is made this 1st day of January, 2018, by and between Pace, the Suburban Bus Division of the Regional Transportation Authority (“Pace”) and City of Geneva (the “City”). Pace and the City are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City is a participating Sponsor of the Ride in Kane (RIK) program; and

WHEREAS, the Association for Individual Development (AID) is the lead agency and has secured federal grant funding for the RIK program; and

WHEREAS, the Kane County Department of Transportation (KDOT) is providing a subsidy to the RIK program; and

WHEREAS, the KDOT subsidy is distributed by Pace; and

WHEREAS, Pace hereby agrees to subsidize the City service under the RIK program by contributing funds in an amount not to exceed nine thousand three hundred ninety-three dollars (\$9,393) for Operating Cost and one thousand two hundred six dollars (\$1,206) for Call Center Costs, provided Pace funds are available.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. **Term and Termination.** This Agreement will be in effect beginning January 1, 2018 and ending December 31, 2018, unless earlier terminated by one of the Parties upon sixty (60) days’ notice to the other Parties in accordance with this Agreement. Advance notice of termination due to lack of funds is not required.
2. **Pace Subsidy.** \$3.00 multiplied by the number of annual one-way passenger trips not to exceed the maximum number of trips in the Approved Budget or \$106,900 as long as Pace funds are available. The Pace contribution will not exceed seventy five percent (75%) of the Net Operating Cost up to nine thousand three hundred ninety-three dollars (\$9,393). The Net Operating Cost is defined as Total Expense less fare revenue, the KDOT subsidy and the RIK grant subsidy. The Net Call Center Cost is defined as Total Expenses less the Pace Call Center Grant and the Pace Call Center Subsidy. The Pace subsidy will be calculated and distributed monthly. A Cost Estimate Worksheet containing estimated ridership, expenses, fares and Pace subsidy for Net Operating Cost and Call Center Cost is incorporated herein and attached hereto as Exhibit A.
3. **Billing.** Pursuant to the Ride in Kane Agreement between the City and AID, Pace will bill the City monthly for the Net Operating Costs of the service including mobility management call center costs, less the monthly Pace subsidy for its eligible riders. The City will pay Pace within thirty (30) days of receipt of billing. Payment must be sent to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road

Arlington Heights, IL 60005
Attn: Accounting Department

4. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

5. Amendment. No changes, amendments, or modifications of this Agreement will be valid unless in writing and signed by the duly authorized official of each Party.

6. Notice. All notices under this Agreement must be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or email to the respective addresses shown below. Notice will be considered delivered to recipient on the day of delivery if sent by personal service or commercial courier, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail.

Pace, The Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Executive Director, Revenue Services

City of Geneva
22 South First Street
Geneva, IL 60134
Attn: Kevin R. Burns, Mayor

7. Assignment. No Party shall assign this Agreement or the rights and obligations hereunder to any other Party without the prior written consent of the other Parties.

8. Entire Agreement. This Agreement, including its Recitals and any Exhibit(s) attached hereto and incorporated herein constitute the entire Agreement between the Parties hereto and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations, written or oral, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

9. Governing Law. Any dispute that arises as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and Illinois law shall be applied.

10. Authorization. Each signatory to this Agreement represents and warrants that they have full authority to sign this Agreement on behalf of the Party for whom they sign and that this Agreement shall be binding on the Parties hereto, their respective partners, directors, officers, employees, agents, representatives, successors and approved assigns.

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

Pace, the Suburban Bus Division of the RTA

City of Geneva

By: _____
Thomas J. Ross, Executive Director

By: _____
Kevin R. Burns, Mayor

Date: _____

Date: _____

**2018 PACE SUBSIDY AGREEMENT
COST ESTIMATE WORKSHEET**

2018 PROJECTIONS FOR: CITY OF GENEVA

RIDERSHIP	3,131
REVENUE HOURS	1,517

PROJECTED OPERATING EXPENSES

EXPENSES	<u>\$ 75,475</u>
REVENUE	<u>\$ 13,069</u>
OPERATING DEFICIT	<u>\$ 62,406</u>
PACE SUBSIDY	<u>\$ 9,393</u>
OTHER PROJECTED SUBSIDY	<u>\$ 31,203</u>

PROJECTED CALL CENTER EXPENSES

EXPENSES	<u>\$ 6,032</u>
PACE CALL CENTER GRANT	<u>\$ 4,825</u>
PACE CALL CENTER SUBSIDY	<u>\$ 1,206</u>

TOTAL

EXPENSES	<u>\$ 81,507</u>
REVENUE	<u>\$ 13,069</u>
TOTAL SUBSIDY	<u>\$ 46,628</u>
PROJECTED LOCAL SHARE	<u>\$ 21,810</u>