



### AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Ride in Kane PACE Subsidy Agreement		
Presenter & Title:	Stephanie K. Dawkins, City Administrator		
Date:	December 7, 2020		
<b><i>Please Check Appropriate Box:</i></b>			
<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: QL-III			
Estimated Cost: \$30,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>The Ride in Kane Program (“RIK”) was implemented in February 2008 and provides community access for senior citizens 65 years or older and persons with disabilities. Under RIK, riders have the opportunity to access locations anywhere in the County and are able to obtain curb-to-curb transportation service in the evenings and on weekends. Through a centralized call center, RIK dispatches Pace lift-equipped buses for demand-response, curb-to-curb transportation. This program is made possible by federal grants from the 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 \$9,009 provided by PACE subsidies. The City pays the balance up to the annual budgeted amount (\$30,000 in FY2020-2021).</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• PACE Subsidy Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of Resolution 2020-; : to authorize the City Administrator to execute the PACE Subsidy Agreement as presented, effective January 1, 2021 through December 31, 2021, subject to available funding in the FY 2021 &amp; FY 2022 budgets.</p>			

**RESOLUTION NO. 2020-98**

**RESOLUTION AUTHORIZING EXECUTION OF  
RIDE IN KANE PACE SUBSIDY AGREEMENT**

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**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 21<sup>st</sup> day of December, 2020.

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this 21<sup>st</sup> day of December, 2020.

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Mayor

ATTEST:

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City Clerk

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

This PARATRANSIT PACE SUBSIDY AGREEMENT "Agreement") is made by Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation, ("Pace") and the City of Geneva, an Illinois municipal corporation, ("Sponsor"). Pace and Sponsor are sometimes individually referred to as a "Party" and collective referred to as the "Parties" in this Agreement. In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**RECITALS**

WHEREAS, the Township 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 Township service under the RIK program by contributing funds in an amount not to exceed Seven thousand and fifty dollars (\$7,050) for Operating Cost and one thousand nine hundred and fifty-nine dollars (\$1,959) 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. **Effective Date.** This Agreement shall be in effect beginning on January 1, 2021. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service shall be provided for eligible riders.

3. **Term and Termination.** This Agreement shall remain in effect through December 31, 2021 unless earlier terminated by a Party upon 30 days' advance written notice to the other Party in the event: (a) sufficient funds have not been appropriated to cover the required financial contribution by Pace or any other agency funding the Service; (b) Pace develops alternative public transportation services which, as determined by Pace, will better meet the transportation needs of the public; (c) Sponsor fails to make payments as required by Section 6 of this Agreement; (d) Pace has materially failed to perform its obligations under this Agreement; or (e) Sponsor otherwise determines that the Service is not satisfactory.

4. **Service Provider.** Pace shall contract with one or more outside service providers<sup>132</sup> to provide the Service. Pace shall not be responsible for any failure to provide the Service due to circumstances beyond the reasonable control of Pace and/or Pace's outside service provider(s). Pace shall make every reasonable effort to have the Service restored as soon as practical. No fees shall be charged by any outside service provider for Service not performed.

5. **Reporting.** Pace shall provide Sponsor with electronic access to or, in the event electronic access is unavailable, a copy of a summary report containing the number of one-way trips, data for the one-way trips, and total miles.

6. **Local Share Funding.** Sponsor shall participate in the financial support of the Service by reimbursing Pace monthly for the local share incurred by Pace in providing the Service ("Local Share"). The Local Share shall equal the total expense of the Service ("Total Expense") less any fare revenue from the Service less any Pace subsidy for the Service ("Pace Contribution") less any grants for the Service and shall be calculated as follows (see Cost Estimate Worksheet attached as Exhibit A):

(a) The Total Expense shall equal the sum of the hourly Service expense and the per-trip Service expense. The hourly Service expense shall be calculated by multiplying the number of vehicle Service hours by the hourly rate charged to Pace by Pace's outside provider(s) delivering the Service. The per-trip Service expense shall be calculated on a trip-by-trip basis. The operating expense shall be the aggregate of rates and/or fees charged to Pace by Pace's outside service provider(s) delivering the Service.

(b) **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 \$7,164 as long as Pace funds are available. The Pace contribution will not exceed seventy five percent (75%) of the Net Operating Cost up to Seven thousand one hundred sixty-four dollars (\$7,164). 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.

(c) Sponsor shall pay Pace within 30 days of receiving the monthly bill for the Local Share. Sponsor shall mail payment to:

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

7. **Independent Relationship.** Pace is an independent contractor and not an employee, agent, joint venture, or partner of Sponsor, and nothing in this Agreement shall be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees shall at all times remain employees of Pace, and Pace shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

8. **Insurance.** Pace shall require its outside service provider(s) providing the Service<sup>133</sup> to obtain and maintain insurance coverage and furnish Pace with evidence of such coverage, including a certificate of insurance. Pace shall provide Sponsor with a copy of the certificate of insurance upon written request by Sponsor.

9. **Indemnification.** Sponsor shall indemnify, defend, and hold harmless Pace and Pace's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Sponsor's intentional or negligent acts or omissions concerning the performance of any of Sponsor's obligations under this Agreement. Pace shall indemnify, defend, and hold harmless Sponsor and Sponsor's officers, directors, employees, and agents from and against any and all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys' fees, resulting from Pace's intentional or negligent acts or omissions concerning the performance of any of Pace's obligations under this Agreement. No Party shall be liable for or be required to indemnify the other Party for claims based upon the intentional or negligent acts or omissions of third persons. Upon written notice by the Party claiming indemnification ("Claimant") to the indemnifying Party ("Indemnitor") regarding any claim which Claimant believes to be covered under this Section, Indemnitor shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Claimant shall have the right, at Claimant's option and expense, to participate in the defense of any suit, without relieving Indemnitor of Indemnitor's obligations under this Section.

10. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement, including but not limited to section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)).

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

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

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

14. **Entire Agreement and Non-Reliance.** This Agreement, including any introductory recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

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

15. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to this Agreement, the terms and conditions of this Agreement shall control.

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

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

18. **Assignment.** No Party shall assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Party.

19. **Amendment.** No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.

20. **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:

- (a) by personal delivery (deemed effective as of the date and time of delivery);
- (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- (c) by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
- (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

**If to Pace:**

550 W. Algonquin Road  
 Arlington Heights, IL 60005  
Attention: Executive Director  
 Facsimile No.: (847) 228-4205

**If to Sponsor:**

City of Geneva  
 22 South First Street  
 Geneva IL. 60134  
Attention: Kevin R. Burns

21. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts Kane County, Illinois for any dispute arising out of or related to this Agreement.

22. **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

23. **Force Majeure.** A Party shall not be held liable to any other Party for damages nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days, this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

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

25. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

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

By: \_\_\_\_\_  
Signature

Print Name: Rocco L. Donahue

Print Title: Executive Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2021 PACE SUBSIDY AGREEMENT****COST ESTIMATE WORKSHEET****2021 PROJECTIONS FOR: CITY OF GENEVA**

RIDERSHIP	2,420
REVENUE HOURS	1,244

**PROJECTED OPERATING EXPENSES**

EXPENSES	\$ 86,350
REVENUE	\$ 10,535
OPERATING DEFICIT	\$ 75,815
PACE SUBSIDY	\$ 7,050
OTHER PROJECTED SUBSIDY	\$ 38,568

**PROJECTED CALL CENTER EXPENSES**

EXPENSES	\$ 9,793
PACE CALL CENTER GRANT	\$ 7,834
PACE CALL CENTER SUBSIDY	\$ 1,959

**TOTAL**

EXPENSES	\$ 96,143
REVENUE	\$ 10,535
TOTAL SUBSIDY	\$ 55,411
<b>PROJECTED LOCAL SHARE</b>	<b>\$ 30,197</b>