



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Ride in Kane Sponsor Agreements		
Presenter & Title:	Stephanie K. Dawkins, City Administrator Chris Ranney, Administrative Analyst		
Date:	December 20, 2021		
Please Check Appropriate Box:			
<input 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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The agency that administers the federal grants received for the Ride in Kane program has changed from the Association of Individual Development (AID) to the Kane County Department of Transportation (KDOT). This agenda item reaffirms the CITY's original funding commitments with KDOT instead of AID as approved by Resolutions 2016-01, 2019-07 and 2021-31. No additional monies are required beyond the original amount approved by the aforementioned resolutions.</p> <p>The Ride in Kane Program provides senior citizens 65 years or older and persons with disabilities the opportunity to access locations anywhere in Kane County and to obtain curb-to-curb transportation service in the evenings and on weekends. This Program is made possible by federal grants from the New Freedom Initiative (NFI) and Job Access Reverse Commute (JARC) programs awarded from the Regional Transportation Authority (RTA), as well as contributions from participating agencies. The fare for the service is \$5.00 per ride for rides up to ten miles and \$1.50 per mile for each mile over ten miles. Several government and human services organizations have created a partnership (Kane County Paratransit Coordinating Council) and collectively committed to meet the local match requirements of the JARC/NFI grant programs. There are approximately 228 Geneva residents currently registered with the program.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Ride in Kane Sponsor Agreements 			
Voting Requirements:			
<i>This motion requires a simple majority of affirmative votes for passage.</i>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Approve Resolution 2022 Authorizing the City Administrator to execute the Ride in Kane Program Sponsor Agreements as presented subject to approved funds.			

RESOLUTION NO. 2021-325

**RESOLUTION AUTHORIZING EXECUTION OF
RIDE IN KANE NEW FREEDOM/JARC AND 5310 SERVICE AGREEMENTS**

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, RIDE IN KANE NEW FREEDOM/JARC AND 5310 SERVICE AGREEMENTS, in the form attached hereto at Exhibit “A”, relating to the Ride in Kane Paratransit Program.

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 20th day of December 2021

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

Approved by me this 20th day of December, 2021.

Mayor

ATTEST:

City Clerk

RIDE IN KANE
Job Access Reverse Commute (JARC) Phase 9 and 10
SERVICE AGREEMENT
Projected Service dates: July 2021 through August 2023

THIS AGREEMENT is made this 20th day of Dec., 2021, by and in between the County of Kane a body corporate and politic of the State of Illinois (hereinafter referred to as the "County") and the City of Geneva (hereinafter referred to as "the CITY").

WHEREAS, the Regional Transportation Authority (hereinafter referred to as "RTA"), as designated recipient of federal Job Access Reverse Commute (hereinafter referred to as "JARC") funds, has agreed to allow the County, as current grantee, to receive certain federal funds for the Ride in Kane Program, in accordance with the federal guidance and the Technical Services Agreements between RTA and the County;

WHEREAS, the Ride in Kane Program provides a transportation service for eligible riders within Kane County as those riders are designated by the Ride in Kane Sponsors;

WHEREAS, the Ride in Kane Sponsors are: the Association for Individual Development, Aurora Township, Dundee Township, City of Batavia, Batavia Township, Blackberry Township, Campton Township, City of Elgin, Elgin Township, City of Geneva, City of St. Charles, St. Charles Township, Senior Services Association, Village of South Elgin, Kane County and Pace Suburban Bus Service, (collectively hereinafter sometimes referred to as "Ride in Kane Sponsors");

WHEREAS, the County will become grantee of Federal Transit Administration JARC Phases 9 and 10 funds, which will fund the federal portion of Ride in Kane Program Services;

WHEREAS, under JARC, the federal share of the eligible operating costs for the Ride in Kane Program may not exceed 50 percent of the net operating costs of the Program;

WHEREAS, the Ride in Kane Sponsors agree to collectively fund the local share/nonfederal portion of the net operating costs of the Program;

WHEREAS, the CITY has agreed to satisfy a portion of the local share of the net operating costs of the Program for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders by committing funds to pay for the Program in the amount of \$18,735 (of which some payment hereof is expected to be subsidized by Pace) each fiscal year of the term hereof and subject to approval of annual CITY fiscal budget;

WHEREAS, the County as Grantee of said JARC funds, has agreed to enter into an Agreement with PACE in order for PACE to provide the Ride in Kane services more specifically set forth herein below; and

WHEREAS, the CITY as a Ride in Kane Sponsor shall agree to comply and cooperate with all applicable provisions of the JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration Circular C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth herein;

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

Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175
Attn. Carl Schoedel, County Engineer

City of Geneva
22 South First Street
Geneva, IL 60134
Attn. City Administrator

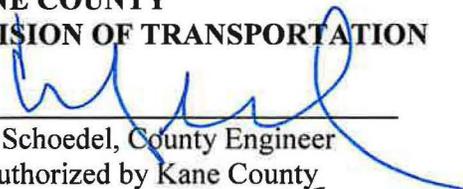
10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation that arises hereunder shall be in the Circuit Court of the 16th Judicial Circuit, Kane County, Illinois.
11. The parties agree that the preamble and whereas clauses are terms of this Agreement as though fully set forth hereunder.
12. This Agreement has been duly authorized by the proper authorities of the County and the CITY.
13. Compliance with Policies and Procedures. The CITY hereby agrees to adhere to all Ride in Kane Program policies and procedures as determined by the County, PACE, and the Regional Transportation Authority (the "RTA").
14. Miscellaneous.
 - A. The CITY acknowledges that it if makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or to the State of Illinois in connection with the Ride in Kane Program, the County reserves the right to impose on the Sponsor the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.
 - B. The CITY acknowledges that federal and state governmental requirements applicable to this Agreement and its subject matter may change and the changed requirements will apply to the Ride in Kane Program as required. The CITY acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified, or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, 3) the successor to the law resulting from recodification or similar reorganizing of laws and 4) all future laws pertaining to the same or similar subject matter.

IN WITNESS WHEREOF: the parties hereto have caused the Agreement to be made effective as the date set forth above and executed by their duly authorized officials.

**KANE COUNTY
DIVISION OF TRANSPORTATION**

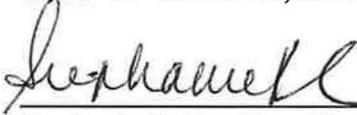
CITY OF GENEVA, ILLINOIS

By:



Carl Schoedel, County Engineer
As authorized by Kane County
Board Resolution No.: 22- 25.

By:



Stephanie K. Dawkins, City Administrator

Date:

1-13-22

Date:

Dec. 21, 2021

Exhibit A – Ride in Kane
TRANSPORTATION SERVICES
KANE COUNTY DIVISION OF TRANSPORTATION

TYPE OF SERVICE:	Demand Response service. Service levels will not exceed limits dictated by funding levels stipulated in this agreement.
SERVICE OPERATED BY:	Contractors including: Private Paratransit providers, Taxi Cab Companies, Other Qualified Providers of Transportation services.
MOBILITY MANAGEMENT:	Private Contractor will provide a mobility management service. This includes operations of a central call center for service access by consumers, data management and trip management. Mobility management may include passenger assessments for the purpose of travel planning and passenger training.
TRIP RESERVATION METHOD:	Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace. Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace. Trips requested with <u>less</u> than one (1) day but more than four (4) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. Trip requests having <u>over</u> one (1) day notice from the desired pick up time shall be accommodated.
SERVICE MODE:	A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.
SERVICE AREA:	Trips shall be provided within the Kane County area and surrounding counties as authorized by the AID.
SERVICE HOURS:	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
FARE STRUCTURE:	\$ <u>5.00</u> per one-way trip up to ten (10) miles; \$ <u>1.50</u> per 1 mile thereafter; Airport fares at the established discount fare, or as determined by the Sponsors.
RIDER ELIGIBILITY:	The Sponsor shall be responsible for determining and retaining records of rider eligibility in accordance with 5310 and JARC funding eligibility requirements and provide the information on eligible riders to AID upon request.

Exhibit B – Ride in Kane REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane project.

1. **Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride in Kane funding sources (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding sources (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride in Kane service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late, the Ride in Kane service guideline defining a late trip. Sufficient detail

will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report - A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding sources.

Customer Feedback Report – A summary of issues reported by consumers including sponsor, provider, issue, status.

Ride in Kane Comparison - A summary comparing prior two years data including trip count, registrations, gross cost per trip average, sponsor cost per trip average, trip mileage, and ADA trips.

Future Needs – Additionally reports may be designed as needed by Pace, Ride in Kane Sponsors, and with the input of the Kane County Paratransit Coordinating Council.

RIDE IN KANE
Section 5310 Phase 17 and 18
SERVICE AGREEMENT
Projected Service dates: August 2021 through August 2023

THIS AGREEMENT is made this 20th day of Dec., 2021, by and in between the County of Kane a body corporate and politic of the State of Illinois (hereinafter referred to as the "County") and City of Geneva (hereinafter referred to as "the City").

"WHEREAS, the Regional Transportation Authority (hereinafter referred to as "RTA"), as designated recipient of federal Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (hereinafter referred to as "Section 5310") funds, has agreed to allow the County, as current grantee, to receive certain federal funds for the Ride in Kane Program, in accordance with the Section 5310 federal guidance and the Technical Services Agreements between RTA and the County;

WHEREAS, the Ride in Kane Program provides transportation services for eligible riders within Kane County as those riders are designated by the Ride in Kane Sponsors;

WHEREAS, the Ride in Kane Sponsors are the Association for Individual Development, Aurora Township, Dundee Township, City of Batavia, Batavia Township, Blackberry Township, Campton Township, City of Elgin, Elgin Township, City of Geneva, City of St. Charles, St. Charles Township, Senior Services Association, Village of South Elgin, Kane County and Pace Suburban Bus Service, (hereinafter sometimes collectively referred to as the "Ride in Kane Sponsors");

WHEREAS, the County will become grantee of Federal Transit Administration Section 5310 Phases 17 & 18 funds, which will fund the federal portion of Ride in Kane Program service;

WHEREAS, under Section 5310, the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the Program project;

WHEREAS, the Ride in Kane Sponsors collectively agree to fund the local share/nonfederal portion of the net operating costs of the Program.

WHEREAS, the CITY has agreed to satisfy a portion of the local share of the net operating costs of the Program for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders by committing funds to pay for the Program in the amount of \$30,000 (of which payment \$8,306 is expected to be subsidized by Pace) each fiscal year of the term hereof subject to approval of each CITY fiscal budget;

WHEREAS, the County, as Grantee of said Section 5310 funds, has agreed to enter into an Agreement with PACE in order for PACE to provide the Ride in Kane Program services more specifically set forth herein below;

WHEREAS, the CITY as a Ride in Kane Sponsor shall agree to comply and cooperate with all applicable provisions of the Section 5310 Program Guidance and Application Instructions as set forth in Federal Transit Administration Circular C 9070.1G which is incorporated by reference and made a part of this Agreement as though fully set forth herein;

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

1. Description of Service: The Ride in Kane services are described in Exhibit A attached hereto and made a part hereof. The parties acknowledge that PACE shall be responsible for providing all transportation services in connection with the Ride in Kane Program.
2. Service Parameters: the CITY agrees to ensure that the service parameters for their eligible riders in Ride in Kane Program shall be in compliance with the goals and objectives of Section 5310 grants and FTA C 9070.1G, and the RTA which is incorporated by reference and made a part of this Agreement as though fully set forth herein. Any change in the Ride in Kane Program service parameters must be in compliance with the FTA Section 5310. In addition, the CITY agrees to comply and cooperate with all applicable provisions of 49 U.S.C. Section 5310 Federal Transit Administration (FTA) Statutory References that is incorporated by reference and made a part of this Agreement as though fully set forth herein.
3. Term: This Agreement shall remain in effect for as long as there are sufficient federal and local funds to support the Ride in Kane program Services unless either party terminates the agreement pursuant to paragraph 7.
4. Billing: Pace shall bill monthly, the CITY a portion of the local share of the eligible operating costs of the Ride in Kane Program at no less than 50 percent of the net cost for the CITY's registered riders; the CITY agrees to make payment to Pace due within thirty days of receipt of billing. Payment shall be sent to:
Pace Suburban Bus Services
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounting Department
5. Reporting: the CITY agrees to provide the County a copy of the monthly invoice for the Ride in Kane Program services received from Pace along with a copy of proof of payment.
6. Service Provision: Neither Pace nor the County shall be responsible for any failure to provide the Ride in Kane Program Service due to circumstances beyond the control of Pace or the County the parties acknowledge that it shall be the sole responsibility of Pace to make every reasonable effort to restore Ride in Kane Program service as soon as practical under the circumstances. The parties also acknowledge that Pace shall have the right to make minor revisions to the Ride in Kane Program Services during the term of this Agreement upon written notification to and concurrence of the County. The County shall not be held responsible for any failure of PACE to provide Ride in Kane Program Service due to circumstances beyond the control of the County.
7. Termination: Either party may terminate this Agreement with forty-five (45) days written notice to the other party. However, any outstanding payments due and owing for the Ride in Kane Program shall survive termination of the agreement.
8. Complete Agreement: This Agreement constitutes the entire agreement between the parties o. Any proposed change to this Agreement shall be submitted to the County for its prior approval. No modification, addition or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.
9. Notices: All notices due to the other party shall be delivered as follows unless and until otherwise directed

If to: County of Kane:

If to: City of Geneva, Illinois

Kane County Division of Transportation

City of Geneva

41W011 Burlington Road
St. Charles, IL 60175
Attn: Carl Schoedel, County Engineer

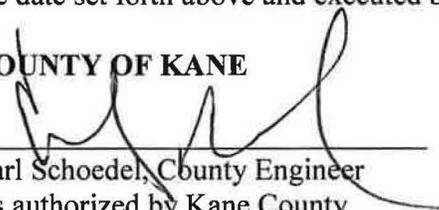
22 South First Street
Geneva, IL 60134
Attn. City Administrator

10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation that arises hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.
11. The parties agree that the preamble and whereas clauses are terms of this Agreement as though fully set forth hereunder.
12. This Agreement has been duly authorized by the proper authorities of the County and the CITY.
13. Compliance with Policies and Procedures. The CITY hereby agrees to adhere to all Ride in Kane Program policies and procedures as determined by the County, PACE, and the Regional Transportation Authority (the "RTA").
14. Miscellaneous.
 - A. The CITY acknowledges that it if makes a false, fictitious, or fraudulent claims, statement, submission, or certification to the United States or to the State of Illinois in connection with the Ride in Kane Program, the County reserves the right to impose on the CITY the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.
 - B. The CITY acknowledges that federal and state governmental requirements applicable to this Agreement and its subject matter may change and the changed requirements will apply to the Ride in Kane Program as required. The CITY acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified, or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, 3) the successor to the law resulting from recodification or similar reorganizing of laws and 4) all future laws pertaining to the same or similar subject matter.

IN WITNESS WHEREOF: the parties hereto have caused the Agreement to be made effective as the date set forth above and executed by their duly authorized officials.

COUNTY OF KANE

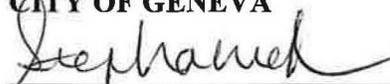
By:



Carl Schoedel, County Engineer
As authorized by Kane County
Board Resolution No.: 22-24.

CITY OF GENEVA

By:



Stephanie K. Dawkins, City Administrator

Date:

1-13-22

Date:

Dec. 21, 2021

**Exhibit A – Ride in Kane
TRANSPORTATION SERVICES
KANE COUNTY DIVISION OF TRANSPORTATION**

TYPE OF SERVICE:	Demand Response service. Service levels will not exceed limits dictated by funding levels stipulated in this agreement.
SERVICE OPERATED BY:	Contractors including: Private Paratransit providers, Taxi Cab Companies, Other Qualified Providers of Transportation services.
MOBILITY MANAGEMENT:	Private Contractor will provide a mobility management service. This includes operations of a central call center for service access by consumers, data management and trip management. Mobility management may include passenger assessments for the purpose of travel planning and passenger training.
TRIP RESERVATION METHOD:	Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace. Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace. Trips requested with less than one (1) day but more than four (4) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. Trip requests having over one (1) day notice from the desired pick up time shall be accommodated.
SERVICE MODE:	A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.
SERVICE AREA:	Trips shall be provided within the Kane County area and surrounding counties as authorized by the AID.
SERVICE HOURS:	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
FARE STRUCTURE:	<u>\$ 5.00</u> per one-way trip up to ten (10) miles; <u>\$ 1.50</u> per 1 mile thereafter; Airport fares at the established discount fare, or as determined by the Sponsors.
RIDER ELIGIBILITY:	The Sponsor shall be responsible for determining and retaining records of rider eligibility in accordance with 5310 and JARC funding eligibility requirements and provide the information on eligible riders to AID upon request.

Exhibit B – Ride in Kane REPORT(S) DESCRIPTION

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane project.

1. Detailed Funding Source (Sponsor) Report

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride in Kane funding sources (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. Monthly Source (Sponsor) Invoice Report

The intent of this report is to produce one or more summary reports of trips delivered for each funding sources (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. Missed Trip Report

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride in Kane service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. On-Time Performance Report

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late, the Ride in Kane service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report - A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding sources.

Customer Feedback Report – A summary of issues reported by consumers including sponsor, provider, issue, status.

Ride in Kane Comparison - A summary comparing prior two years data including trip count, registrations, gross cost per trip average, sponsor cost per trip average, trip mileage, and ADA trips.

Future Needs – Additionally reports may be designed as needed by Pace, Ride in Kane Sponsors, and with the input of the Kane County Paratransit Coordinating Council.

**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 collectively referred to as the "Parties" in this Agreement.

RECITALS

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six county Northeastern Illinois area;

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

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

WHEREAS, the As Kane County Department of Transportation (KDOT) 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, contingent upon the availability of funds, Pace will subsidize the City service under the RIK program by contributing funds in accordance with this Agreement; and

NOW THEREFORE, 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:

1. **Effective Date.** This Agreement will be in effect beginning on January 1, 2022. 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 will be deemed to be the date that the signing Party signed this Agreement.

2. **Service Description.** Demand response curb-to-curb paratransit service will be provided for eligible riders as described in the attached Exhibit A ("Service"). The Service and its parameters are

subject to change upon approval by Pace and the participating Service sponsor(s).

3. **Term and Termination.** This Agreement will remain in effect through December 31, 2022 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 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 will 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 will 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 will be calculated as follows (see Cost Estimate Worksheet attached as Exhibit A):

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

(b) The Pace Contribution will be \$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 \$109,476 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 and fifty dollars (\$7,050). 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 of two thousand and seventy-four dollars (\$2,074). 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) In 2022 only, Pace will remit a one-time subsidy check to sponsor in the amount of \$10,410 which amount represents 15% of sponsor's 2021 estimated local share.

(d) 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 will be construed as creating any other relationship between Pace and Sponsor or between any employee or agent of Pace and Sponsor. Pace employees will at all times remain employees of Pace, and Pace will 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 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 will 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 has 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. **Force Majeure.** A Party will 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 will promptly notify the other Party of such force majeure circumstances, specifying the cause and the expected duration of the delay, and will 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 will not be released from liability.

11. **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)).
12. **Headings.** The headings contained in this Agreement are for reference and convenience only and will not affect the meaning or interpretation of this Agreement.
13. **Waiver.** Failure of a Party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
14. **Binding Effect.** This Agreement will be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
15. **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, will 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 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.
16. **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 will control.
17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
19. **Assignment.** No Party will 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.
20. **Amendment.** No changes, amendments, or modifications to this Agreement will be valid unless in writing and signed by the duly authorized signatory of each Party.

21. **Notice.** Any notice under this Agreement must be in writing and 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 will 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 must 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 Burns
Facsimile No.:630-232-1494

22. **Governing Law, Jurisdiction, and Venue.** This Agreement will 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.

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

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

25. **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.

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

PACE

By: Melinda J. Mettlen
Signature

Print Name: MELINDA J. METTLEN
~~Rocco L. Donahue~~

Print Title: Interim
Executive Director

Date: 2/24/22

CITY OF GENEVA

By: Stephanie K. Dawkins
Signature

Print Name: Stephanie K. Dawkins

Print Title: City Administrator

Date: Dec. 20, 2021

Exhibit A

2022 PACE SUBSIDY AGREEMENT

COST ESTIMATE WORKSHEET

2022 PROJECTIONS FOR: CITY OF GENEVA

RIDERSHIP	833
REVENUE HOURS	799

PROJECTED OPERATING EXPENSES

EXPENSES	\$ 57,457
REVENUE	\$ 6,550
OPERATING DEFICIT	\$ 50,907
PACE SUBSIDY	\$ 7,050
OTHER PROJECTED SUBSIDY	\$ 25,453

PROJECTED CALL CENTER EXPENSES

EXPENSES	\$ 10,371
PACE CALL CENTER GRANT	\$ 8,297
PACE CALL CENTER SUBSIDY	\$ 2,074

TOTAL

EXPENSES	\$ 67,828
REVENUE	\$ 6,550
TOTAL SUBSIDY	\$ 42,874
PROJECTED LOCAL SHARE	\$ 18,404
ONE-TIME LUMP SUM 2021 SUBSIDY PAYMENT	\$ 1,393