

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 10th day of January, 2022, 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 Elgin Township (hereinafter referred to as “the Township”).

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, Elgin Township 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 \$ [REDACTED] (of which payment \$ [REDACTED] thereof is expected to be subsidized by Pace) each fiscal year of the term hereof;

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 Township, 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:

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 Township 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 JARC grants and FTA C 9050.1, 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 service parameters must be in compliance with the FTA JARC regulations. In addition, the Township agrees 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;
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 services unless either party terminates the agreement pursuant to paragraph 7.
4. Billing: Pace shall bill monthly, the Township 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 Township's registered riders; the Township 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 Township agrees to provide the County a copy of the monthly invoice for 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 Services 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 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 Service 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 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. 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:

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

Elgin Township
729 S McLean Blvd.
Elgin, IL 60123
Attn: Kenneth C. Bruderle, Township Supervisor

- 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 Township.
- 13. Compliance with Policies and Procedures. The Township 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 Township 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 Township 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 Township 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

ELGIN TOWNSHIP

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

By: _____
Kenneth C. Bruderle, Township Supervisor

Date: _____

Date: _____

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.