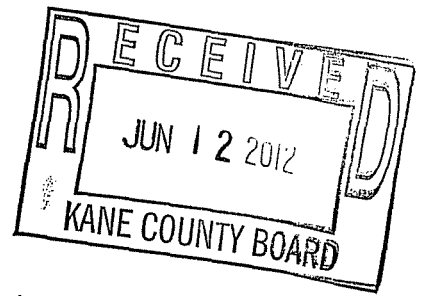


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Funding Agreement between County of Kane, Pace, and the
Association for Individual Development for the Ride in Kane
Program

Submitted by: Linda Haines

Date Submitted: June, 2012

Examined by: Pat Jaeger
(Print name)

Pat Jaeger
(Signature)

June 8, 2012
(Date)

Post on Web: Yes No Atty. Initials *PJ*

Comments:

Chairman signed: Yes No 6/12/12
(Date)

Document returned to: _____

**FUNDING AGREEMENT
BETWEEN THE COUNTY OF KANE, THE ASSOCIATION FOR INDIVIDUAL
DEVELOPMENT, AND PACE SUBURBAN BUS DIVISION OF THE RTA
IN SUPPORT OF THE 2012 RIDE IN KANE PROGRAM**

THIS AGREEMENT is made this _____ day of _____, 2012, by and between the Association for Individual Development (hereinafter referred to as "AID"), Pace Suburban Bus Division of the RTA (hereinafter referred to as "Pace"), and the County of Kane (hereinafter referred to as "Kane County"). Kane County, Pace and AID are hereinafter collectively referred to as the "Parties" and each individually as a "Party".

WHEREAS, the Regional Transportation Authority (hereinafter referred to as "RTA"), as designated recipient of federal New Freedom (hereinafter referred to as "NF") Program and Job Access Reverse Commute (hereinafter referred to as "JARC") Program funds, has provided grants to AID for the Ride in Kane (hereinafter "RIK") Program operations in accordance with the JARC and NF Program Compliance Agreements dated June 14, 2007 and funding applications made to RTA;

WHEREAS, the RTA has awarded JARC and NF Operating Grants to AID for fifty percent (50%) of service costs and eighty percent (80%) of Mobility Management costs associated with the 2012 RIK Program;

WHEREAS, RIK Sponsors have agreed to fund the local/non-federal share of the JARC and NF grants, provided through the RTA, for RIK Program year 2012;

WHEREAS, as of the date of this Agreement, the RIK Sponsors are AID, Aurora Township, Batavia Township, Blackberry Township, Campton Township, Dundee Township Partners, Elgin Township, Kaneville Township, St. Charles Township, City of Batavia, City of Elgin, City of Geneva, City of St. Charles, Hesed House/PADS Aurora, Kane County, Marklund, Mental Health Mental Retardation, Senior Services Associates, Village Gilberts, and Village of South Elgin (collectively referred to as "RIK Sponsors" and individually as a "RIK Sponsor");

WHEREAS, Pace has contracted with the RIK Sponsors to provide transportation services and to act as financial processor for the RIK Program, as more specifically set forth herein;

WHEREAS, Kane County, as a RIK Sponsor, will provide One Hundred Twelve Thousand Five Hundred Dollars (\$112,500) in funding to the 2012 RIK Program to reduce the cost per trip for the remaining RIK Sponsors and will provide a one-time payment thereof to Pace, on/or about July 15, 2012, to support Ride in Kane trips within Kane County;

WHEREAS, Kane County agrees to comply and cooperate with all applicable provisions of the NF and JARC and NF Program Guidance and Application Instructions as set forth in Federal Transit Administration (hereinafter "FTA") Circular C 9045.1 and Circular C 9050.1 which are incorporated by reference and made a part of this Agreement as though fully set forth herein and with the grant agreement between AID and RTA that will provide the federal portion of funds for the RIK Program;

r

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

1. Description of the Service: The RIK Services are described in Exhibit A which is attached hereto and made a part hereof.
2. Service Parameters: AID agrees to ensure that the RIK Service parameters for eligible riders in the RIK Program shall be in compliance with the goals and objectives of the JARC and NF grants and FTA C 9045.1 and FTA C 9050.1 which are incorporated herein and with the grant agreement between AID and RTA that will provide the federal portion of funds for the RIK Program. Any change in the RIK Service parameters must be in compliance with the FTA, NF and JARC regulations.
3. Term: This Agreement shall remain in effect through December 31, 2012, as long as there are sufficient federal and local funds to support the RIK Service unless any Party terminates the Agreement pursuant to paragraph 7.
4. Billing: Pace shall invoice the RIK Sponsors, as appropriate, on a monthly basis for rides provided. Pace shall allocate Kane County's total contribution to the cost of the RIK Sponsors' monthly trips occurring within Kane County.
5. Reporting: Pace shall provide reports to AID, Kane County, and the other RIK Sponsors as set forth in Exhibit B.
6. Service Provision: Pace shall not be responsible for any failure to provide the RIK Services due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore RIK Service as soon as practical. Pace shall have the right to make minor revisions to the RIK Service during the term of this Agreement upon written notification to and in concurrence with AID and the RIK Sponsor Committee. AID and the RIK Sponsors shall not be held responsible for any failure to provide RIK Service due to circumstances beyond the control of AID and the RIK Sponsors.
7. Termination: Either Kane County, AID or Pace may terminate this Agreement with forty-five (45) days written notice to the other Parties. However, any outstanding payments due and owing shall survive termination of this Agreement.
8. Refund: In the event the number of annual RIK Program trips do not cause the expenditure of the entirety of Kane County's annual contribution, Pace will apply such remaining funds into the next calendar year or reimburse Kane County if RIK services have been terminated.
9. Complete Agreement: This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to each Party 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.
10. Notices: All notices due to the other parties shall be delivered as follows unless and until otherwise directed:

If to AID:
Association for Individual Development
309 West New Indian Trail Court
Aurora, IL 60506-2494
Attn: Lynn O'Shea, President

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

If to Pace:
Pace Suburban Bus Division
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: T.J. Ross, Executive Director

11. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising hereunder shall be in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.
12. The Parties agree that the preambles are a part of this Agreement as though fully set forth hereunder.
13. The corporate/governmental authorities for the AID, Pace and Kane County have duly approved this Agreement.

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

Signature Page Follows:

COUNTY OF KANE

By:

Karen McConaughay
Karen McConaughay,
County Board Chairman

Date:

June 12, 2012

PACE SUBURBAN BUS DIVISION

By:

T.J. Ross, Executive Director

Date:

ASSOCIATION FOR INDIVIDUAL
DEVELOPMENT

By:

Lynn O'Shea, President

Date:

EXHIBIT A – RIDE IN KANE TRANSPORTATION SERVICES

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:	<p>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.</p> <p>Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace.</p> <p>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.</p>
SERVICE MODE:	A transit vehicle, either a paratransit bus or taxi, that provides the most cost effective, efficient and appropriate service, will be deployed.
SERVICE AREA:	Trips shall be provided within the Kane County area and surrounding counties as authorized by the Ride in Kane Sponsor Committee.
SERVICE HOURS:	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
FARE STRUCTURE:	<u>\$3.00</u> per one-way trip up to ten (10) miles; (\$ <u>1.50</u> per mile) thereafter. Airport fares at the established discount fare, or as determined by the Ride in Kane Sponsor Committee.
RIDER ELIGIBILITY:	The Sponsors shall determine rider eligibility in accordance with JARC and New Freedom funding eligibility requirements and provide the information on eligible riders to Pace.

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 source (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. The report is to be sorted by provider and funding source. 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.

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 source (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.

The report is to be sorted by provider, and funding source. 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 Sponsor needs. The report may be broken into one or more additional reports if that design is more useful.

Kane County's Monthly Sponsor Report will consist of program-wide data on the number of registrations, number of trips, total trip mileage/average mileage per trip, and gross and net monthly trip costs. Cost data shall itemize total operating service costs and revenue/grant deductions. Monthly budget reports shall be provided for the Ride in Kane Program and the Pace Call Center, indicating JARC and NF funding and expenditures. Data on peak ride times, travel distance and trip purpose will be provided on a quarterly basis.

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 guidelines define 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 guidelines define 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 also can be made available to Sponsors. 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.

6. **Future Needs**

Additional reports may be designed as needed by Pace, Ride in Kane Sponsors, and/or with the input of the Kane County Paratransit Coordinating Council.