

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

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

Submitted by: Carl Schoedel

Date Submitted: May 9, 2013

Res. # 13-191

Examined by: Pat Jaeger
(Print name)

[Signature]
(Signature)

5-29-13
(Date)

[Signature]
MAY 29 2013

RECEIVED

JUN 11 2013

KANE COUNTY BOARD

Post on the Web: YES NO Atty. Initials [Signature]

Comments:

Chairman signed: YES NO 6/13/13
(Date)

Document returned to: KDOT
(Name/Department)

FUNDING AGREEMENT
BETWEEN THE COUNTY OF KANE, THE ASSOCIATION FOR INDIVIDUAL DEVELOPMENT,
AND PACE SUBURBAN BUS DIVISION OF THE RTA
IN SUPPORT OF THE 2013 RIDE IN KANE PROGRAM

THIS AGREEMENT is made this _____ day of _____, 2013, 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"). AID, Pace and Kane County are hereinafter referred to individually as a "Party" and collectively at the "Parties."

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

WHEREAS, the RTA has awarded JARC and NFP Operating Grants to AID for fifty percent (50%) of service costs and eighty percent (80%) of mobility management costs associated with the 2013 Ride in Kane (hereinafter "RIK") Program;

WHEREAS, RIK Sponsors have agreed to fund the local/non-federal share of the JARC and NFP grants, provided through the RTA, for the RIK 2013 program year;

WHEREAS, RIK Sponsors are: AID, Aurora Township, Batavia Township, Blackberry Township, Campton Township, City of Batavia, City of Elgin, City of Geneva, City of St. Charles, Dundee Township, Hesed House, Kane County, Kaneville Township, St. Charles Township, Senior Services Association, Two Rivers Head Start, Village of Campton Hills, and Village of South Elgin (collectively hereinbefore and after referred to as "RIK Sponsors");

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

WHEREAS, the Kane County will provide funding to support the 2013 RIK Program and will provide a one-time payment in the amount of \$115,000 to Pace, the invoicing agent, within 60 days of execution of this document, to be applied to the cost of trips provided to Kane County residents through the Ride in Kane Program;

WHEREAS, Kane County agrees to comply and cooperate with all applicable provisions of the NFP and JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration (hereinafter "FTA") Circular C 9045.1 and Circular C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth thereto;

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

1. Description of Service: The RIK services are described in Exhibit A attached hereto and made a part hereof.
2. Service Parameters: AID agrees to ensure that the service parameters for their eligible Kane County riders in RIK shall be in compliance with the goals and objectives of the NFP and JARC grants and FTA C 9045.1 and FTA C 9050.1 incorporated herein. Any change in the service parameters must be in compliance with the FTA NFP and JARC regulations.

3. Term: This Agreement shall remain in effect through December 31, 2014 and for as long as there are sufficient federal and local funds to support the service unless either Party terminates this Agreement pursuant to paragraph 8.
4. Billing: As invoicing agent, Pace shall bill the RIK Sponsors on a monthly basis for trips provided to eligible Ride in Kane riders. Monthly Sponsor invoices shall be adjusted using equal parts of Kane County's funding contribution. Adjustments shall be applied proportionately to each RIK Sponsor's trip costs.
5. Reporting: Pace shall provide reports to AID, Kane County, and RIK Sponsors as described in Exhibit B.
6. Service Provision: Pace shall not be responsible for any failure to provide the service due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore service as soon as practical under the circumstances. Pace shall have the right to make minor revisions to the service during the term of this Agreement upon written notification to and in concurrence with the AID and RIK Sponsor Committee. AID shall not be held responsible for any failure to provide service due to circumstances beyond the control of AID.
7. Termination: Either Kane County, AID or Pace may terminate this Agreement with forty-five (45) days written notice. However, outstanding payments due and owing shall survive termination of the Agreement.
8. Complete Agreement: This Agreement constitutes the entire understanding between the Parties hereto. 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.
9. Notices: All notices due to the other Parties shall be delivered as follows unless and until otherwise directed:

If to Association for Individual Development:

If to Kane County:

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

Kane County Division of Transportation
 40W011 Burlington Road
 St. Charles, IL 60175
 Attn. Christopher J. Lauzen, Board Chairman

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

10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois.
11. The Parties agree that the preambles clauses set forth hereinabove are terms of this Agreement as though fully set forth hereunder.
12. The delegated authorities for the AID, Pace and Kane County have duly approved this Agreement.

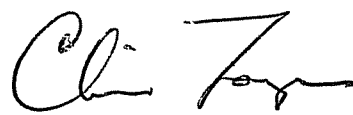
IN WITNESS WHEREOF: the Parties hereto have caused the Agreement to be made effective as the date set forth above and executed by their duly authorized officials.

**ASSOCIATION FOR
INDIVIDUAL DEVELOPMENT**

By: _____
Lynn O'Shea, President

Date: _____

COUNTY OF KANE



By: _____
Christopher J. Lauzen, County Board Chairman

Date: 6-13-13

PACE SUBURBAN BUS DIVISION

By: _____

Date: _____
