

TO: Dan Chanzit, Chairman, Government Services Committee

FROM: Laura Newmwan, City Administrator

DATE: April 1, 2021

RE: RES 21-031R Authorizing Execution of a Renewal Agreement with the Association for Individual Development (AID) for the Ride in Kane Program

Ride in Kane is a public transportation service providing curb to curb bus or taxi service to seniors 65 and older, disabled individuals, and those with low income who qualify for the service in Kane County. Ride in Kane operates 24 hours a day, 365 days a year. The current cash fare is \$4.00 for the first 10 miles of a trip and \$1.50 per each additional mile over 10 miles.

Ride in Kane is administered by the Association for Individual Development, the grant recipient, in partnership with Pace Suburban Bus, Kane County and local municipalities, townships and social service agencies operating as local sponsors. Batavia's share of the administrative and operating cost of the program is \$80,000 per fiscal year. Our current agreement expires July 31, 2021.

The need continues for reduced fare rides for seniors, the disabled and low-income members in our community. Although there was a reduction in trips due to the pandemic, as vaccination becomes widely available, we expect to see ridership return to pre-COVID levels.

Staff recommends that the Committee of the Whole recommends approval by the City Council of RES 21-031-R Authorizing the Mayor and the Clerk to execute the renewal of the City's contract with the Association for Individual Development.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-031-R**

**AUTHORIZING EXECUTION OF A RENEWAL AGREEMENT WITH THE
ASSOCIATION FOR INDIVIDUAL DEVELOPMENT (AID) FOR THE RIDE IN KANE
PROGRAM**

WHEREAS, Ride in Kane is a public transportation service providing curb to curb bus or taxi service to seniors 65 and older, disabled individuals, and those with low income who qualify for the service in Kane County. Ride in Kane operates 24 hours a day, 365 days a year. The current cash fare is \$4.00 for the first 10 miles of a trip and \$1.50 per each additional mile over 10 miles. And,

WHEREAS, the Regional Transportation Authority, as designated recipient of federal New Freedom, 5310 and JARC funds has agreed to allow AID, as grantee, to apply for certain federal funds for the Ride in Kane Program, in accordance with the New Freedom, 5310 and JARC Program; the Technical Services Agreement between RTA and AID; and the application made to RTA by AID, and

WHEREAS, Ride in Kane Sponsors are Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township Partners (East Dundee, Dundee Township, and Sleepy Hollow) City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, Kane County, INC Board, NFP, Pace Suburban Bus, and Hased House (collectively referred to as “Ride in Kane Sponsors”), and

WHEREAS, Ride in Kane Sponsors requested and AID has agreed to make application to the Federal Transit Administration for a Federal Fiscal Years **2021-2023** Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities and, which will fund the federal portion of Ride in Kane Service; And,

WHEREAS, under the New Freedom, 5310 and JARC the federal share of eligible capital/mobility management and planning costs may not exceed 80 percent of the net cost of the project and the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the project; And,

WHEREAS, Ride in Kane Sponsors agree to fund the local share/non federal portion of the New Freedom, 5310 and JARC grants. And,

WHEREAS, the City agrees to satisfy a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share 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 in the amount of \$105,000 (of which \$25,000 is Pace Subsidy) each fiscal year; And,

CITY OF BATAVIA ILLINOIS RESOLUTION 21-031-R

WHEREAS, AID as Grantee of New Freedom, 5310 and JARC Funding has agreed to enter into an Agreement with PACE in order for PACE to provide the services more specifically set forth herein; And,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Batavia, Kane & DuPage Counties, Illinois, as follows:

Section 1: That the Mayor and City Clerk are authorized to execute the contract documents with the Association for Individual Development, **attached as EXHIBIT A**.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 19th day of April, 2021.

APPROVED by the Mayor of the City of Batavia, Illinois, this 19th day of April, 2021.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Knopp					Malay				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Ellen Posledni, City Clerk

RIDE IN KANE
NEW FREEDOM/JARC and 5310 SERVICE AGREEMENT
Phase 19 through 20
Projected Service dates: August 2021 through August 2023

THIS AGREEMENT is made this _____ day of _____, **2021**, by and in between the Association for Individual Development (hereinafter referred to as "AID") and the City of Batavia (hereinafter referred to as "the City").

"WHEREAS, the Regional Transportation Authority, as designated recipient of federal New Freedom, 5310 and JARC funds has agreed to allow AID as grantee, to apply for certain federal funds for the Ride in Kane Program, in accordance with the New Freedom, 5310 and JARC Program; the Technical Services Agreement between RTA and AID; and the application made to RTA by AID;"

WHEREAS, Ride in Kane Sponsors are Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township Partners, City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, INC Board, NFP, Pace Suburban Bus, and Hesed House (collectively referred to as "Ride in Kane Sponsors").

WHEREAS, Ride in Kane Sponsors requested and AID has agreed to make application to the Federal Transit Administration for a Federal Fiscal Years **2021-2023** Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities and, which will fund the federal portion of Ride in Kane Service;

WHEREAS, under the New Freedom, 5310 and JARC the federal share of eligible capital/mobility management and planning costs may not exceed 80 percent of the net cost of the project and the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the project;

WHEREAS, Ride in Kane Sponsors agree to fund the local share/non federal portion of the New Freedom, 5310 and JARC grants.

WHEREAS, the City agrees to satisfy a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share 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 in the amount of \$105,000 (of which \$25,000 is Pace Subsidy) each fiscal year;

WHEREAS, AID as Grantee of New Freedom, 5310 and JARC Funding has agreed to enter into an Agreement with PACE in order for PACE to provide the services more specifically set forth herein;

WHEREAS, the Ride in Kane Sponsors agree to comply and cooperate with all applicable provisions of the New Freedom, 5310 and JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration 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 Ride in Kane services are described in Exhibit A attached hereto and made a part hereof. 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 shall be in compliance with the goals and objectives of the FTA 5310 program and FTA C 9045.1 and FTA 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth herein. Any change in the service parameters must be in compliance with the FTA 5310 program regulations. In addition, the City agrees to comply and cooperate with all applicable provisions of the FTA 5310 program regulations, FTA 49 U.S.C Section 5317 and U.S.C. Section 5136 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 funds to support the service unless either party terminates the agreement pursuant to paragraph 7. Any party may terminate this Agreement in accordance with paragraph 7.
4. Billing: As invoicing agent, Pace shall bill monthly, the City a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its 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 DepartmentOutstanding payment obligations due and owing shall survive termination of this Agreement.
5. Reporting: the City agrees to provide AID a copy of the monthly invoice for services received from Pace along with a copy of proof of payment. Pace shall provide reports to AID, Kane County, and RIK Sponsors as described in Exhibit B attached hereto.
6. Service Provision: Neither Pace nor AID shall be responsible for any failure to provide the Service due to circumstances beyond the control of Pace. It shall be the sole responsibility of Pace to 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 concurrence by AID. AID shall not be held responsible for any failure of PACE to provide service due to circumstances beyond the control of AID.
7. Termination: Either party 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 agreement between the parties hereto. Any proposed change to this Agreement shall be submitted to AID 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. Notice: Any notice under this Agreement shall be in writing and shall be given in the following manner:

If to: Association for Individual Development:

If to

Association for Individual Development
309 West New Indian Trail Court
Aurora, IL 60506-2494
Attn: Lore Baker, President

The City of Batavia
100 N. Island Ave.
Batavia, IL 60510
Attn: Laura Newman, City Administrator

10. 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 submit to the exclusive jurisdiction and venue of the state courts of Kane County, Illinois for any dispute arising out of or related to this Agreement.
11. 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.
12. 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. It is, however, anticipated that Kane County will become the duly authorized grantee of 5310 funds at some point prior to the effective date of the next phase of funding. All commitments set forth in this agreement will remain in full force and effect.
13. Authority: The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement and bind the Party for whom they sign.
14. Compliance with Policies and Procedures. The City hereby agrees to adhere to all Ride in Kane Program policies and procedures as determined by AID, PACE, and the Regional Transportation Authority (the "RTA").
15. 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, they reserve 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 may change and the changed requirements will apply to the Project 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.

**ASSOCIATION FOR INDIVIDUAL
DEVELOPMENT**

By: _____
Lora Baker, President

Date: _____

The City of Batavia, IL

By: _____
Jeffery D. Schielke, Mayor

Date: _____

By: _____
Ellen Posledni, City Clerk

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 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.</p>
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 AID 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>4.00</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, JARC and NEW FREEDOM 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, and 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 AID Paratransit Coordinating Council.