

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6a

Title:

Recommendation to Approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Authorize the Mayor to Execute the Ride in Kane Service Agreement and Approve Fiscal Commitment to the Ride in Kane Program for FY2017/18

Presenter:

Julie Herr, Assistant Finance Director

Meeting: Government Operations Committee

Date: April 3, 2017

Proposed Cost: \$82,750

Budgeted Amount: \$82,750

Not Budgeted: ☐

The Ride in Kane (RIK) program, through one of its sponsors, the Association for Individual Development (AID), will be applying for a federal grant which requires a signed service agreement from each of the RIK sponsors, including the City. This service agreement will cover the program through the projected service dates of October 2017 through October 2019 (Phase 10 through Phase 16 grant cycle). The agreement calls for the RIK sponsors to cover a portion of the local share required by this federal grant. This agreement also defines the contractual relationship with PACE (which provides all of the transportation services under the RIK program) as originally presented in April 2011.

Last year, the City pledged an annual amount of \$82,750. Pending budget approval, the same amount is requested for FY 17/18.

Attachments *(please list):*

Resolution and Ride in Kane Service Agreement

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Resolution Authorizing the Mayor and City Clerk of the City of St. Charles to Authorize the Mayor to Execute the Ride in Kane Service Agreement and Approve Fiscal Commitment to the Ride in Kane Program for FY2017/18.

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Authorizing the Mayor and City Clerk
of the City of St. Charles to Authorize the Mayor to
Execute the Ride in Kane Service Agreement and
Approve Fiscal Commitment to the Ride in Kane
Program for FY2017/18**

**Presented & Passed by the
City Council on _____**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Ride in Kane Service Agreement and approve Fiscal Commitment to the Ride in Kane Program for FY2017/18 in substantially the form attached hereto and incorporated herein as Exhibit “A”, by and on behalf of the City of St. Charles.

Presented to the City Council of the City of St. Charles, Illinois this ____ day of November, 2017.

Passed by the City Council of the City of St. Charles, Illinois this ____ day of November, 2017.

Approved by the Mayor of the City of St. Charles, Illinois this ____ day of November, 2017.

Mayor Raymond P. Rogina

ATTEST:: _____
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Abstain:

Absent:

RIDE IN KANE
NEW FREEDOM/JARC and 5310 SERVICE AGREEMENT
Phase 10 through 16
Projected Service dates: October 2017 through October 2019

THIS AGREEMENT is made this _____ day of _____, 2017, by and in between the Association for Individual Development (hereinafter referred to as "AID") and *City of St. Charles* (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, City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village, Village of South Elgin, Blackberry Township, Campton Township, Village of Campton Hills, Kane County, 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 **2017-2019** 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 of St. Charles 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 \$82,750 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: City of St. Charles 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 New Freedom, 5310 and JARC grants and FTA C 9045.1 and FTA C 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 New Freedom, 5310 and JARC regulations. In addition, City of St. Charles agrees to comply and cooperate with all applicable provisions of the New Freedom, 5310 and JARC Program Federal Transit Administration (FTA) Statutory References 49 U.S.C. Section 5317 and 49 U.S.C. Section 5316 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 funds to support the service unless either party terminates the agreement pursuant to paragraph 7.
4. Billing: Pace shall bill monthly, City of St. Charles, 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; City of St. Charles 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: City of St. Charles agrees to provide AID a copy of the monthly invoice for services received from Pace along with a copy of proof of payment.
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. Notices: All notices due to the other party shall be delivered as follows unless and until otherwise directed

10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of 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 AID and City of St. Charles
13. Compliance with Policies and Procedures. City of St. Charles 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").
14. Miscellaneous.
 - A. City of St. Charles 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. City of St. Charles acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. City of St. Charles 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**

CITY OF ST. CHARLES

By: _____
Lynn O'Shea, President

By: _____
Raymond P. Rogina, Mayor

Date: _____

Date: _____

Exhibit A – Ride in Kane TRANSPORTATION SERVICES

ASSOCIATION FOR INDIVIDUAL DEVELOPMENT

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, 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>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, 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.