



**RESOLUTION NO. 2018-008**

**A Resolution Authorizing an Agreement Between the  
Village of Montgomery and Voluntary Action Center of DeKalb  
County for the Provision of Demand-Response Transportation**

**WHEREAS**, the Village of Montgomery ("Village") is a non-home rule Illinois municipal corporation duly organized and existing pursuant to the Constitution of 1970 and the laws of the State of Illinois; and,

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/ et seq. provides municipalities broad authority to enter into contractual agreements and to be contracted with; and,

**WHEREAS**, the Village President and Village Trustees of the Village of Montgomery finds that it is in the best interest of its citizens to enter into a contract providing for demand-response transportation; and,

**WHEREAS**, the Voluntary Action Center of DeKalb County is the not-for-profit operator of Kendall Area Transit; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and the Board of Trustees of the Village of Montgomery as follows:

(1) That the Village President and Board of Trustees hereby authorize an agreement with Voluntary Action Center of DeKalb County for the provision of demand-response transportation, and accordingly, direct the Village Administrator or Director of Finance to execute all necessary documentation and effectuate any additional actions required to enter into said agreement consistent with the document attached hereto as "Exhibit A".

(2) That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect the remaining provisions of the Resolution; and

(3) That this Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

(4) That the foregoing recitals are hereby incorporated into this Agreement in their entirety.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 26th day of March, 2018.



Matthew Brolley,  
President of the Board of Trustees of the  
Village of Montgomery, Kane and Kendall  
Counties, Illinois

AYES: 6

NAYS: 0

ABSENT: 0


ATTEST:   
Penny FitzPatrick,  
Clerk, Village of Montgomery



Exhibit A

**Service Agreement between the Village of Montgomery and the Voluntary Action Center of DeKalb County (Operator of Kendall Area Transit) for the Provision of Demand-Response Transportation**

WHEREAS, this Service Agreement, hereinafter referred to as the "Agreement", is made by and between the Village of Montgomery, Illinois, hereinafter referred to as the "Village", and the Voluntary Action Center of DeKalb County, Operator of Kendall Area Transit, hereinafter referred to as the "Operator" (hereinafter collectively referred to as the "Parties"); and

WHEREAS, it is the mutual concern of the Parties hereto that the transportation services provided hereunder be of high professional quality; and

WHEREAS, Operator agrees to provide community and public transportation services in the incorporated Montgomery Village Service Area (hereinafter referred to as the "Service Area"); and,

WHEREAS, Village wishes to receive from the Operator such public transportation services throughout the defined Service Area.

**WITNESSETH**

NOW THEREFORE, for and in consideration of the mutual covenants, and benefits hereinafter set forth, the Village and the Operator agree as follows:

**Section A. Effective Date, Service Area, Termination Date.**

1. **Effective Date.** This Agreement shall be effective July 1, 2018, upon proper authorization and execution by Village and Operator. Operator hereby agrees to operate a demand-response transit system on the behalf of the Village. The demand-response transit system will be commonly known as Kendall Area Transit, hereinafter referred to as "KAT".
2. **Service Area.** The Village authorizes the Operator to provide community and public transportation services within the limits of incorporated Montgomery, Illinois. The service area includes all of the Village's Kendall County locations, with designated out-of-county locations, limited mostly to medical, social service, and educational facilities. All KAT trips must begin or end within Kendall County.
3. **Termination Date.**
  - a. This Agreement shall remain in effect until June 30, 2021. However, this Agreement may be terminated before June 30, 2021 if the Village provides sixty (60) days advance written notice to the Operator of its intent to terminate this Agreement.
  - b. The Operator shall have the right to terminate this Agreement before June 30, 2021 upon giving sixty (60) days prior written notice to the Village.

- c. At the end of the term, this Agreement shall automatically renew for an additional three (3) years unless notice is provided by either Party in the manner set forth in Section A.3.a or Section A.3.b.

## **Section B. Description of Service**

1. **Purpose.** The Operator shall provide demand-response transportation services to the residents of the Village in the same manner provided to residents of other communities participating in the KAT system. The Operator anticipates that it will provide 2,000 trips to Village residents annually over the term of the Agreement.
2. **Dial-a-ride Service.** KAT is the community and public transportation program of Kendall County. KAT transportation services are generally known as “demand-response”, also known as “dial-a-ride” and “paratransit” service. KAT is operated for the general public, with special emphasis on service for senior citizens and persons with disabilities. KAT is administered by the County of Kendall while operated by the Operator. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m. except the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Eve, and Christmas Day. Fares range from \$2-\$5 for a one-way trip. All rides are pre-arranged by calling the KAT dispatch center, and all rides are based on vehicle space and availability. Service Area includes all Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social service, and educational facilities. All KAT trips must begin or end within Kendall County.
3. **Changes to Service.** The Operator reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement by providing the Village not less than sixty (60) days’ notice prior to implementing any such change. Where appropriate, the Operator will consider input provided by the Village before implementing changes. However, both Parties understand and agree that the Operator reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service. Notwithstanding the termination provisions set forth in Section A.3 above, any changes made pursuant to this provision which the Village objects to shall be cause for the Village to terminate the Agreement effective immediately by providing written notice to Operator of its intention to terminate.

## **Section C. General Requirements**

1. **Personnel.** Operator shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for Village residents. Operator agrees that all services to be undertaken by Operator shall be carried out by competent and properly trained personnel. Any such personnel hired by Operator are employees of the Operator and shall not be deemed employees of the Village.
2. **Insurance.** The Operator shall, for the period of this Agreement, carry and maintain in full force and effect, insurance in such company or companies while it is

performing hereunder, in the following minimum types and amounts:

- a. Worker's Compensation and Employer's Liability: Statutory Limits
- b. Personal Injury and Property: Combined Single Limit
- c. Damage Liability Insurance: \$4,000,000 per occurrence

The Village together with its officers, agents and employees shall be named additional, primary noncontributory insured on the coverages set forth in Section C.2.a and C.2.b.

3. **Operation.** Operator shall operate the transportation system for Village residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section A of this Agreement.
4. **Reporting.** Operator will provide monthly reports to the Village on the total number of one-way dial-a-ride trips provided.

#### **Section D. Payment**

1. Beginning July 1, 2018, the Village will provide \$16,000 annually to the Operator in bi-annual payments. This compensation will be used as local match funding for various State and Federal transportation grants. In no instance shall the failure to receive State or Federal funding result in the Village paying in excess of the amounts set forth herein. Issuance of payment will adhere to the following schedule:
  - a. KAT Fiscal Year 2019: \$16,000
    - o Due July 31, 2018: \$8,000
    - o Due January 31, 2019: \$8,000
  - b. KAT Fiscal Year 2020: \$16,000
    - o Due July 31, 2019: \$8,000
    - o Due January 31, 2020: \$8,000
  - c. KAT Fiscal Year 2021: \$16,000
    - o Due July 31, 2020: \$8,000
    - o Due January 31, 2021: \$8,000
2. Issuance of payment shall be remitted to the Operator's Kendall County satellite office address: Voluntary Action Center, 109 W. Ridge Street Room 002, Yorkville, IL 60560.
3. In the event the Agreement is terminated as described in Section A.3, the Village will reimburse all expenses incurred by the Operator in the provision of services, including any eligible expenses that may be incurred after the termination date. Operator will reimburse the Village of Montgomery any funds not necessary for the above expenses. If the Village terminates this Agreement after a payment installment is made but before the

term of said installment is completed, the Village shall be refunded for the remaining months on a pro-rata basis.

#### **Section E. Notices**

1. Any notices directed to the Village of Montgomery shall be sent to:  

Village Administrator 200 N. River St. Montgomery, IL, 60538	c.c.	Director of Finance 200 N. River St. Montgomery, IL, 60538
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2. Any notices directed to Voluntary Action Center shall be sent to:  

Executive Director 1606 Bethany Road Sycamore, IL 60178	c.c.	KAT Program Director 109 W. Ridge Street Room 002 Yorkville, IL 60560
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#### **Section F. Miscellaneous**

1. **Grant Funds.** Compensation under this Agreement is considered funding of last resort and is not intended to replace other State and Federal program obligations.
  
2. **Hold Harmless.** Operator hereby covenants and agrees to defend and hold the Village together with its officers, agents, and employees harmless from and against any and all such costs, expenses (including reasonable attorney's fees), damages, liabilities, losses and claims which are the obligation and responsibility of Operator or which may arise or result by reason of the negligence of the Operator, its officers, employees and/or agents.
  
3. **Force Majeure.** Operator shall not be liable for any failure, delay or interruption of service nor for failure or delay in performance of any obligations under this Agreement due to strikes, lockouts, acts of God, governmental restrictions, enemy action, civil commotion, unavoidable casualty, unavailability of fuel supplies or parts, and any similar acts beyond the control of the Operator. However, in all such instances that service may be delayed or interrupted pursuant to this provision, Operator shall notify Village immediately. Services shall be resumed following any such delay or interruption as soon as possible.
  
4. **Modification.** No modification, additions, or deletion of this Agreement shall be effective unless and until such changes are approved in writing by all Parties to the Agreement.
  
5. The Agreement and any addenda constitute the entire agreement between the Village and Operator. If any provision of the Agreement is in conflict with the laws of the State of Illinois or the United States of America, said provision shall be considered invalid and the remaining provisions shall remain in force.
  
6. This Agreement supersedes all prior agreements and understandings, whether written or

oral, between Village and Operator with respect to the subject matter hereof.

In WITNESS THEREOF, the said Operator has approved this Agreement and authorized it to be signed, sealed, and attested by its Executive Director, and said Village has approved the Agreement and authorized to be signed by the Montgomery Village President and to be sealed and attested to by its Village Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

VOLUNTARY ACTION CENTER

VILLAGE OF MONTGOMERY, IL

BY: \_\_\_\_\_  
Ellen Rogers, Executive Director

BY: \_\_\_\_\_  
Matt Brolley, Village President

WITNESS: \_\_\_\_\_  
(print Witness name)

ATTEST: \_\_\_\_\_  
Debbie Buchanan, Village Clerk



## Section A

### Description of Kendall Area Transit Service

#### **Overview:**

Kendall Area Transit (KAT) is the public transportation program of Kendall County serving the mobility needs of the public and individuals unable to access or operate private automobiles.

All riders must be registered to use the service. All rides must be scheduled in advance and times are based on availability.

#### **Service Area:**

KAT serves all of Kendall County and operates in an area generally bounded by I-88 to the north, Eola Rd. to the west, I-80 to the south, and one mile west of the Kendall County line to the west. One leg of the trip must begin or end in Kendall County.

#### **Operating Hours:**

**Scheduling Hours:** Monday through Friday 7:00 AM to 4:00 PM

**Transportation Hours:** Monday through Friday 6:30 AM to 6:30 PM

KAT does not operate during weekends and designated holidays. Hours are subject to change

#### **Fare Structure:**

**Fares:** In county-\$3.00 / Out of County-\$5.00

Adults (60 years of age and older) receive a \$1.00 off all fares.