

**Service Agreement between Kendall County and City of Aurora for the Provision of
Demand-Response Transportation**

WHEREAS, this Service Agreement, hereinafter referred to as the “Agreement,” is made by and between Kendall County, Illinois, hereinafter referred to as the “County,” and City of Aurora hereinafter referred to as “City of Aurora”; and

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

WHEREAS, the County agrees to provide community and public transportation services in Kendall County (hereinafter referred to as the “Service Area”).

WITNESSETH

For and in consideration of the mutual covenants, and benefits hereinafter set forth, the County and City of Aurora agree as follows:

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

1. **Effective Date.** This Agreement shall be effective January 1st, 2025, upon execution by County and City of Aurora. The County hereby agrees to operate a demand-response transit system commonly known as Kendall Area Transit, hereinafter referred to as “KAT”.
2. **Service Area.** City of Aurora authorizes the County to provide community and public transportation services within the limits of City of Aurora hereinafter referred to as “Service Area.”
3. **Term; Termination.**
 - a. This Agreement shall remain in effect until December 31st, 2027. However, this Agreement may be terminated before December 31st, 2027, if City of Aurora provides sixty (60) days advance written notice to the County of its intent to terminate this Agreement.
 - b. The County shall have the right to terminate this Agreement before December 31st, 2027, upon giving sixty (60) days written notice to City of Aurora.
 - c. This Agreement may, if agreed to in writing by all parties prior to termination date, be extended by an additional two-year term. Any such extensions shall be executed by all parties no later than thirty (30) days prior to the termination date.

Section B. Description of Service

1. The County shall provide demand-response (dial-a-ride, paratransit) transportation service to the residents of City of Aurora in the same manner provided to residents of other communities within the County of Kendall that annually contribute funding towards the KAT program.
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. 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. KAT demand-response service is available Monday through Friday from 6:00 a.m. to 7:00 p.m., except holidays. 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 will be provided to Kendall County locations, with designated out-of-county locations, restricted mostly to medical, social services, and educational facilities. All fares and routes are subject to change at KAT's sole discretion.
3. **Changes to Service.** The County reserves the right to adjust the demand-response transportation services provided under the terms of this Agreement. Where appropriate, the County will consider input provided by City of Aurora before implementing changes. However, both parties understand and agree that the County reserves final decision-making authority regarding adjustments in the dial-a-ride transportation service.

Section C. General Requirements

1. **Personnel.** The County shall employ and furnish such personnel as shall be reasonably required for the efficient and economical operation of the transit system for City of Aurora residents. The County agrees that all services to be undertaken by the County shall be carried out by competent and properly trained personnel. The City of Aurora understands and agrees that the County may contract with an outside vendor to operate the KAT system.
2. **Operation.** The County shall operate the transportation system for City of Aurora residents on the days, during the hours and over the routes with such scheduling, and at such fares as in accordance with Section B of this Agreement.

Section D. Payment

1. Beginning January 1st, 2025, City of Aurora will provide \$13,370 annually to the County in bi-annual payments. This compensation will be used as local match funding for various State and Federal transportation grants. Issuance of payment will adhere to the following schedule:

- a. Fiscal Year 2025: \$13,370
 - Due May 15th, 2025: \$6,685
 - Due November 15th, 2025: \$6,685
 - b. Fiscal Year 2026: \$13,370
 - Due May 15th, 2026: \$6,685
 - Due November 15th, 2026: \$6,685
 - c. Fiscal Year 2027: \$13,370
 - Due May 15th, 2027: \$6,685
 - Due November 15th, 2027: \$6,685
2. Payment shall be remitted to Kendall County's address: Kendall Area Transit 111 West Fox Street, Yorkville, IL 60560
 3. In the event the Agreement is terminated as described in Section A.3, City of Aurora will reimburse all expenses incurred by the County in the provision of services, including any eligible expenses that may be incurred after the termination date.

Section E. Notices

1. Any notices directed to the County shall be sent to:

Kendall County Administration
111 West Fox Street
Yorkville, IL 60560
Fax (630) 553-4171

c.c. Kendall County State's Attorney

807 John Street
Yorkville, IL 60560
fax (630) 553-4204

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. **Force Majeure.** The County 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 County.
3. **Modifications.** 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.

4. **Non-Discrimination.** City of Aurora its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, the Equal Pay Act of 2003, as amended, and all applicable rules and regulations. City of Aurora its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations. The City of Aurora shall comply with any applicable reporting requirements of Section 11 of the Equal Pay Act of 2003.
5. **Choice of Law and Venue.** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and, if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Entire Agreement. The Agreement and any addenda constitute the entire agreement between City of Aurora and the County. If any provision of the Agreement is in conflict with the laws of the State of Illinois or the States of America, said provision shall be considered invalid and the remaining provisions shall remain in force. This Agreement supersedes all prior agreements and understandings, whether written, or oral, between City of Aurora and the County with respect to the subject matter hereof.

IN WITNESS WHEREOF, the said County has approved this Agreement and authorized it to be signed, sealed, and attested by the County Clerk and said City of Aurora has approved the Agreement and authorized to be signed by _____ and to be sealed and attested to by _____ on this _____ day of _____, 2025.

KENDALL COUNTY

City of Aurora

BY: _____

BY: _____

WITNESS: _____

ATTEST: _____