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Legislation Text

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OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

January 25, 2017

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY
OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of the Mayor's Office for People with Disabilities, I transmit herewith an ordinance authorizing the execution of an intergovernmental agreement with the Regional Transportation Authority.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, The City of Chicago (the "City") is a home rule municipality as described in Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The Regional Transportation Authority, an Illinois municipal corporation ("RTA"), is engaged in the development and operation of safe, decent and affordable transportation throughout the City of Chicago for people with disabilities and seeks to provide its customers through its Eligibility Review Board ("ERB") with a fair and efficient grievance procedure to review and give consideration to appeals by individuals who are denied certification for paratransit services; and

WHEREAS, the City, by and through its Mayor's Office for People with Disabilities desires to enter into an intergovernmental agreement with the RTA to authorize MOPD to participate in the ERB and to receive compensation for its services; and

WHEREAS, The City and the RTA propose to enter into an intergovernmental agreement ("IGA") under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.; now, therefore:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of the Mayor's Office for People with Disabilities ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the IGA with the RTA in substantially the form attached hereto as Exhibit A, with such changes as the Commissioner may approve, and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the IGA.

SECTION 3. To the extent that any current ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A Intergovernmental Agreement
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE REGIONAL TRANSPORTATION AUTHORITY AND THE CITY OF
CHICAGO REGARDING THE
ADA CERTIFICATION APPEALS PROGRAM - ELIGIBILITY REVIEW BOARD

This Intergovernmental Agreement (Agreement) is made this _____ day of _____, 2017, by and between the Regional Transportation Authority (RTA), an Illinois municipal corporation, and the City of Chicago, an Illinois municipal corporation (City), acting by and through the Mayor's Office for People with Disabilities (MOPD), (collectively, the Parties) in Chicago, Illinois.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., MOPD and the RTA are authorized to enter into this Agreement;

WHEREAS, The Americans with Disabilities Act of 1990 (ADA) requires public transit agencies to provide ADA complementary paratransit service for customers whose disability or health condition prevents them from using fixed route bus and rail services for some or all of their trips;

WHEREAS, the RTA operates the paratransit certification program which assesses individual's eligibility for paratransit service;

WHEREAS, if a customer is denied certification or is given conditional eligibility, the ADA requires that the customer be afforded an opportunity to appeal the certification decision; and

WHEREAS, ADA Paratransit eligibility appeals are heard by the RTA Eligibility Review Board (ERB), which is an independent panel of individuals who were not involved in the initial certification decision;

WHEREAS, the City Council of the City adopted an ordinance on authorizing MOPD to execute this agreement,

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants contained herein, agree as follows:

I. PURPOSE OF AGREEMENT

In 2016, the RTA assessed the structure of the ERB and determined that it was in the best interests of the RTA region to restructure the composition of the ERB. Beginning in 2017, the ERB shall consist of three members: one member to be chosen by the RTA from its employees, one community member, and one member from MOPD. The purpose of this Agreement is to outline the relationship between the RTA and MOPD as it pertains to the ADA paratransit certification appeals process and the roles of each party.

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RTA ROLE

- a. Approval and Removal of MOPD ERB Member. The RTA will promptly review all proposed MOPD representatives for the ERB and will not unreasonably withhold approval of proposed MOPD representatives. If a MOPD member fails to comply with the requirements set forth in this Agreement, the RTA may determine that the MOPD member is no longer eligible to serve on the ERB and will ask for the member's resignation and a replacement representative.
- b. Training. As soon as MOPD has identified staff member(s) that will serve as the MOPD representative, the RTA will provide an introductory training and thereafter, annual refresher trainings. The purpose of the trainings will be to educate MOPD members of the ERB procedures and paratransit certification appeals best practices.
- c. Notification. The RTA will provide a list of all upcoming hearing dates and times to MOPD at the beginning of the calendar year. If MOPD has any conflicts, it will notify the RTA in writing as soon as MOPD is aware of the conflict. The RTA will use its best efforts to accommodate the MOPD's work and holiday schedules when setting the appeal hearings dates.

- d. Appellant Materials. The RTA will email the appellant materials to MOPD approximately two weeks before each appeal hearing.
- e. Payment. The RTA will pay MOPD in accordance with the payment terms set forth below in Section III.
 - g. Compensation. MOPD will submit an invoice within thirty (30) days after the end of each month for which payment is sought. The RTA -will pay all amounts properly owing to MOPD as set forth in each invoice within thirty (30) days following receipt of the invoice.

III. MOPD ROLE

- a. Experience. MOPD shall select one or two members of its staff to serve as an ERB representative. The staff member(s) will have first-hand knowledge of public transportation in the RTA region such as riders of fixed route bus and rail and/or ADA Paratransit. The staff member shall also possess a basic understanding of the ADA as it relates to public transportation and ADA Paratransit eligibility.
- b. Confidentiality. MOPD members must be able to separate eligibility and regulatory requirements from personal opinions and experiences. MOPD members must maintain strict confidentiality of all appellants, which includes not disclosing any appellant information whatsoever. MOPD members must also maintain strict confidentiality of all discussions with ERB members and RTA staff. At the conclusion of each hearing, all hard copies of appeal materials shall be returned to the RTA ERB member.
- c. Hearing Preparation and Participation. MOPD members shall review all appeal materials including, but not limited to, written application, interview and assessment notes, and professional verification, prior to each hearing. At each hearing, the MOPD member will be prepared to hear and discuss complex medical information and other evidence, ask questions of the appellant and make determinations based upon the evidence presented.

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- d. Travel. The MOPD member will be required to travel to the RTA offices located at 175 W. Jackson Blvd., Suite 1650, in Chicago, Illinois, and participate in person at each hearing.
- e. Attendance. MOPD will be available to participate in formal hearings on an as-needed basis (scheduled several weeks in advance, approximately twenty-four times per year). Typically three appeal hearings are heard back-to-back from 10 a.m. - 1 p.m. on a single weekday. The MOPD member must arrive promptly at all hearings. If the MOPD member is unable to attend a hearing, s/he will use her/his best efforts to provide at least twenty-four hours' notice to the RTA.
- f. Training. The MOPD members must participate in introductory and periodic refresher training.
- g. Compensation. MOPD will be compensated one hundred dollars (\$100.00) for each appeal hearing a MOPD member completes. MOPD will be compensated fifty dollars (\$50.00) for the MOPD member's time spent preparing for an appeal hearing when the appellant fails to appear at the hearing. MOPD will also be compensated fifty dollars (\$50.00) for the MOPD member's time spent preparing for an appeal hearing when the appeal hearing is cancelled two business days or less in advance of the hearing date. The RTA will not reimburse for transportation-related costs. MOPD will be compensated two hundred dollars (\$200.00) for each day of training.

IV. GENERAL TERMS AND CONDITIONS

- a. Warranties and Representations. In connection with the execution of this Agreement, RTA and MOPD each

warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

- b. Non Liability of Public Officials. No official, employee or agent of RTA or MOPD will be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of RTA's or MOPD's execution or attempted execution or because of any breach hereof.
- c. Entire Agreement. This Agreement, and any exhibits attached and incorporated hereto, will constitute the entire Agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, will be implied or impressed upon this Agreement.
- d. Counterparts. This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the Parties hereto and, once executed, will be deemed an original having identical legal effect.
- e. Amendments. No change, amendment, modification or discharge of this Agreement, or any part hereof, will be valid unless in writing, and signed by the authorized officer(s) of MOPD and RTA or their respective successors and assigns.

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- f. Severability. If any provisions of this Agreement will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.
- g. Interpretation. Any heading of this Agreement is for convenience of reference only and does not define or limit the provisions thereof. Words of any gender will be deemed and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context will otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.
- h. Cooperation. RTA and MOPD agree at all times to use their best efforts to cooperate fully with one another in the implementation of this Agreement.
- i. Assignment. Neither RTA nor MOPD will assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent will void the attempted assignment, delegation or transfer and will render it of no effect.
- j. Force Majeure. Neither RTA nor MOPD will be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including, but not limited to, events of force majeure.

k. Governing Law. The Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the city of Chicago, Cook County, Illinois.

TERM; TERMINATION

a. Term. This Agreement will commence as of the date of final execution by both Parties and will continue indefinitely, unless terminated as set forth below.

b. Termination. This Agreement may be terminated by either RTA or MOPD for any reason upon ninety (90) days written notice sent to the other party in accordance with Section VI below.

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VI. NOTICES

Notices under this Agreement will be sent by first-class prepaid mail to MOPD addressed to Commissioner, Mayor's Office for People with Disabilities, 121 N. LaSalle Street, Room 104, Chicago, Illinois 60602, and to the RTA addressed to the General Counsel, Regional Transportation Authority, 175 W. Jackson Blvd., Suite 1650, Chicago, Illinois 60604. Said notices will be deemed received when mailed. Either party may change its address for receipt of notices at any time by providing written notice to the other party in accordance with this Section VI.

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IN WITNESS WHEREOF, the Regional Transportation Authority and the City of Chicago, acting by and through the Mayor's Office for People with Disabilities, have caused this Agreement to be executed by their duly authorized officers.

REGIONAL TRANSPORTATION AUTHORITY

Leanne P. Redden Date Executive Director

CITY OF CHICAGO, acting by and through the Mayor's Office for People with Disabilities

Karen M. Tamley Date Commissioner

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