

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made between the County of Lake, a body corporate and politic (“COUNTY”), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“PACE”). COUNTY and PACE are sometimes individually referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, PACE was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) to aid and assist public transportation in the six county Northeastern Illinois area; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Parties are units of government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois (Ill. Const. art. VII, § 10) and have the power and authority to enter into this Agreement; and

WHEREAS, the Lake County Coordinated Transportation Services Committee (“LCCTSC”) which is a group of government, non-profit agency, and citizen representatives that have been working to improve paratransit services in Lake County, has asked the COUNTY to apply to the Regional Transportation Authority (“RTA”) for funding of the *Ride Lake County West Coordinated Transportation Service* to expand the Paratransit service in Antioch, Avon, Grant, Lake Villa, Fremont and Wauconda Townships and for funding of the *Ride Lake County Central Coordinated Transportation Service* to expand Paratransit service in Fremont Township, Libertyville Township, Shields Township, the Village of Mundelein, and the Village of Libertyville in Lake County, and LCCTSC has asked the COUNTY to act as administrator and fiscal agent for those demonstration projects. The Lake County *Ride Lake County West Coordinated Transportation Service* and *Ride Lake County Central Coordinated Transportation Service* are hereinafter referred to as the PROJECTS; and

WHEREAS, the LCCTSC has branded the coordinated paratransit services provided by the PROJECTS as “Ride Lake County”; and,

WHEREAS, the COUNTY has applied for funding, and agrees to serve as the administrator and fiscal agent for the PROJECTS; and

WHEREAS, the RTA, has committed federal funding for the PROJECTS; and

WHEREAS, the COUNTY finds it necessary and desirable to contract for the services of a Coordinator who shall be responsible for the operation of the PROJECTS; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise and is willing to provide the functions required of Coordinator as described herein; and

WHEREAS, the COUNTY and PACE desire to enter into this Agreement to memorialize the roles and responsibilities of the Parties in implementing and operating the PROJECTS; and

WHEREAS, PACE and the COUNTY desire to enter into this Agreement for the purpose of identifying the cost sharing responsibilities and implementing the PROJECTS; and

WHEREAS, the COUNTY and PACE wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of Paratransit services to Lake County residents with disabilities, who are elderly, or otherwise have limited access to conventional modes of transportation; and

WHEREAS, the current Sponsors participating in the PROJECTS are Antioch Township, Avon Township, Fremont Township, Grant Township, Lake Villa Township, Wauconda Township, Libertyville Township, Shields Township, the Village of Mundelein and the Village of Libertyville; and

WHEREAS, the LCCTSC has designated a Steering Committee for the PROJECTS consisting of the Supervisors/Managers of the aforementioned eight Townships, two Villages, and one representative each from two not-for-profit human service agencies; and

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 PROJECTS DESCRIPTION.

- 1.1 PACE shall operate the PROJECTS for the provision of Paratransit Service to residents of the aforementioned eight Townships and two Villages in Lake County who are determined to be eligible and registered for the service.
- 1.2 PACE shall give due consideration to the recommendations and policies of the COUNTY in implementing and operating the PROJECTS.
- 1.3 PACE shall implement Paratransit Service as described in Exhibit A attached, to the service area shown on Exhibit B, attached.

2.0 DEFINITIONS.

For the purposes of this Agreement, the following definitions shall apply:

- 2.1 Administrative policies and/or procedures means policies and procedures required to operate the PROJECTS day-to-day operations, including, but not limited to dispatching, scheduling, reporting, billing, and other policies and procedures which may be required to operate the PROJECTS.
- 2.2 Carrier means a public or private entity providing passenger transportation on a regular and continuing basis.
- 2.3 Eligible Rider means any person who is determined to be eligible for the Paratransit Service provided under the PROJECT.
- 2.4 Eligible Trip means Paratransit transportation taken by an Eligible Rider to destination that is approved by the Sponsors and are acceptable to the COUNTY and PACE.
- 2.5 Mobility Management/Call Center Services means the performance of call taking and all or any part of functions that may include but are not limited to: service monitoring, passenger trip reservations, trip scheduling, dispatching, facilitation of various carriers, passenger registration, travel planning, and service coordination and/or providing travel information.
- 2.6 Operating Cost means the total Operating Expense minus Operating Deficit, minus the PACE contribution.
- 2.7 The Operating Deficit means the total Operating Expense minus the fare revenue.
- 2.8 Operating Expense means the total cost incurred by PACE to operate the PROJECTS but does not include the cost incurred by PACE to operate the Mobility Management/Call Center Services on behalf of the COUNTY.
- 2.9 PACE Contribution means the PACE budgeted annual subsidy for the PROJECTS.
- 2.10 Paratransit Service means the provision of demand responsive transportation by a Carrier.
- 2.11 Sponsor means a unit of local government or an agency that will participate in the PROJECTS providing Paratransit services to its Eligible Riders.
- 2.12 Steering Committee means the Supervisors of Antioch, Avon, Grant, Lake Villa, Fremont and Wauconda townships, one person representing the Lake County Center for Independent Living and one person representing an additional not-for-profit agency for the *Ride Lake County West* Coordinated

Transportation Service. In addition, the Supervisors or Managers of Fremont Township, Libertyville Township, Shields Township and the Village of Mundelein and the Village of Libertyville for the *Ride Lake County Central* Coordinated Transportation Service.

3.0 FUNDING.

- 3.1 PACE shall invoice the COUNTY monthly for the COUNTY Share of the PROJECTS Operating Cost of service and the COUNTY share of the Mobility Management/Call Center Cost.
- 3.2 The COUNTY shall pay PACE for services rendered in accordance with the requirements of this Agreement.
- 3.3 PACE shall submit its invoices for services rendered in accordance with the requirements of this Agreement. Each invoice shall summarize the service delivered, shall be submitted in a format mutually agreed to by the COUNTY and PACE, and shall request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this Agreement shall be subject to review by the COUNTY. Invoices billed by PACE for services to operate the PROJECTS shall be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the Mobility Management/Call Center Services contractor.
- 3.4 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to PACE, the amounts invoiced. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY shall not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment shall be made to PACE, within thirty (30) days of receipt of billing. Payment shall be sent to:

PACE, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounts Payable

4.0 RESPONSIBILITIES OF THE PARTIES.

- 4.1 In accordance with section 3.0, the COUNTY shall reimburse PACE for any costs that PACE incurs when fulfilling its obligations under this Agreement. Reimbursable costs shall include, but not be limited to administrative, operating, Mobility Management/Call Center Services and costs incurred by PACE to manage the PROJECTS extended demand response services in Lake County, subject to prior approval by the COUNTY.

- 4.2 PACE and COUNTY shall review and consider the Administrative Policies and/or Procedures developed and recommended for the PROJECT by the Steering Committee. Any administrative policies and/or procedures recommended by the Steering Committee shall be subject to approval and adoption by the COUNTY and PACE.
- 4.3 PACE and the COUNTY shall review this Agreement at least semi-annually.
- 4.4 The COUNTY shall be responsible for the implementation and oversight of the Administrative Policies and/or Procedures that have been reviewed, approved, and adopted by COUNTY and PACE.
- 4.5 The COUNTY shall be responsible for the execution and maintenance of any necessary agreements with the PROJECTS Sponsors to provide transportation services as described in Exhibit A, to the service area shown on Exhibit B, as well as adherence to PROJECT Administrative Policies and/or Procedures as determined by the COUNTY and PACE.
- 4.6 PACE shall review and consider service parameters developed and recommended for the PROJECTS by the various Sponsors, including but not limited to, service boundaries, rider eligibility, fare structure, days and hours of service, and dispute resolution of issues related to Eligible Rider compliance with guidelines for usage. However, any service parameters developed by the PROJECTS Sponsors shall be subject to approval and adoption by the COUNTY and PACE.
- 4.7 PACE shall contract with multiple Carriers for the delivery of Paratransit Services and central Call Center services. Said carriers shall be subcontractors responsible to PACE.
- 4.8 PACE shall review and consider any service standards developed by the Steering Committee. However, PACE shall while allowing for sponsor-specific service standards, work in cooperation with the COUNTY, to establish consistent service standards applicable to the PROJECTS, subject to the approval of the COUNTY and PACE.
- 4.9 PACE shall have the right to make minor revisions to the service standards upon written notification to, and concurrence by, the COUNTY.
- 4.10 PACE shall be responsible for performance of the day-to-day operations of the PROJECTS and shall enter into contracts with Carriers for the delivery of Paratransit Services and Call Center Services including but not limited to booking reservations, trip scheduling and dispatch services.
- 4.11 PACE shall be responsible for the submission of invoices to the COUNTY and a monthly report containing the cost of services related to the operation and management of the PROJECTS that have been provided by PACE

directly or through Carriers within 60 days following the end of each month of service.

- 4.12 Within the approved budget, PACE agrees to maintain appropriate PACE employee, Carrier, and any subcontractor staffing levels to perform all necessary operating and administrative functions.
- 4.13 PACE may limit the hours available for the scheduling of trip requests and dispatching of vehicles. Determination of the hours and days of service for PACE funded services provided to satisfy federal and/or state ADA guidelines shall not require the approval of the COUNTY.
- 4.14 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.15 PACE shall supply the COUNTY with data relative to the quantity, quality, and cost of services provided by PACE and its contracted Carriers within 45 days following the end of each month.
- 4.16 PACE shall provide a standardized monthly report to the COUNTY as described in Exhibit C, attached.
- 4.17 Although PACE shall not be responsible for any failure to provide service due to circumstances beyond its control, PACE shall be responsible for making every reasonable effort to restore service as soon as practical under the circumstances.
- 4.18 PACE shall be responsible for requiring that all vehicle operators employed by Carriers providing services pursuant to this Agreement possess a valid Illinois driver's license appropriate to the vehicle being operated and that they meet the minimum requirements for the operation of passenger transportation as mandated by Federal regulations, the State of Illinois and all other applicable laws or regulations. PACE and all Carriers shall agree that any and all operator licenses and licenses required of the operating Carrier by State, local, and/or regulating authorities shall be maintained in good standing annually.
- 4.19 PACE will comply with the following provisions of the TSA's between Lake County and the RTA as they exist currently (Contract Numbers S5310-2014-09, S5310-2014-11 and S5310-2015-10 and as may be amended from time to time:
 - Article VI Accomplishment of the Project(s) – sections 6.1(b) and (d)
 - Article VII Pass-Through Funding Provisions
 - Article VIII Project Administration & Management – sections 8.1(a), (b) and (c)

- Article IX Requisition, Payment Procedures, & Record Keeping – sections 9.2, 9.4 and 9.5
- Article XII Procurement – section 12.1 (see also paragraph 4.20 of this Agreement below)
- Article XVI Independence of Recipient
- Article XIX Recipient's Responsibility for Compliance
- Article XX Labor Law Compliance
- Article XXI Civil Rights
- Article XXII Environmental Compliance
- Article XXIII Drug Free Workplace
- Article XXIV Restrictions on Lobbying
- Article XXX Ownership of Documents/Title to Work – sections 30.2 and 30.3
- Article XXXII Privacy
- Exhibit C

4.20 Absent pre-award approval from the RTA, PACE will provide RTA with a copy of any solicitation issued for award of a contract that may be funded, in whole or in part, through this Agreement within three business days of issuance or concurrent with notice to the COUNTY. PACE will provide a copy of all executed contracts funded through this Agreement to the RTA within three (3) business days of execution.

4.21 Upon request, the COUNTY shall be entitled to have access to the records maintained by PACE with respect to this Agreement.

4.22 The Parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of this service because of race, creed, color, age, sex, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, State and Federal laws and regulations, including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Projects of the Department of Transportation.

4.23 The Parties understand and agree that the Mobility Management/Call Center Services is also performed for other entities in addition to the COUNTY.

5.0 GOVERNMENT REGULATIONS.

5.1 The COUNTY and PACE shall each comply with all applicable local, State and Federal statutes, ordinances and regulations and obtain licenses or permits, or other mandated approvals, now in force, or which may hereafter

be in force, pertaining to this Agreement and the PROJECTS.

- 5.2 With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by PACE, and whose services are used in the fulfillment of any this Agreement with the COUNTY, PACE hereby agrees and promises that they will carry out all necessary actions to insure compliance with the documentation requirements and all other terms, provisions and requirements of the Immigration Reform and Control Act of 1986, as amended, 8 U.S.C. §101 *et seq.*
- 5.3 With respect to any persons or entities employed, directed or controlled by PACE, and whose services are used pursuant to this Agreement, PACE will insure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C. Sec. 201 *et seq.*, and the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended.

6.0 INDEMNIFICATION.

PACE shall indemnify and defend the COUNTY, its officers, employees, or agents from and against all liability, claims, demands, causes of action, losses and expenses, including court costs and reasonable attorneys' fees arising out of any loss, damage, injury, and/or death to person, property or business which may be alleged to have resulted from the negligence of PACE, its directors, officers, agents, and employees in the performance of this Agreement, however, PACE shall not indemnify and defend the COUNTY for any negligent acts or omissions by COUNTY, its officials, employees, agents, contractors, subcontractors or personnel. Further, PACE shall require that its Carriers and/or subcontractors indemnify and defend PACE and the COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence of such Carrier and/or subcontractor.

7.0 TERM AND TERMINATION.

- 7.1 This Agreement shall be in effect beginning on March 1, 2020 and it shall continue through February 28, 2021, unless earlier terminated by a Party in accordance with the terms of this Agreement.
- 7.2 Either Party may terminate this Agreement without cause and without penalty, upon 60 days advance written notice of termination to the other Party.

8.0 MISCELLANEOUS.

- 8.1 **Headings.** The section headings contained in this Agreement are for reference and convenience only and shall not affect the meaning or interpretation of this Agreement.

- 8.2 **Waiver**. Failure of a Party to exercise any right or pursue any remedy under this Agreement shall not constitute a waiver of that right or remedy.
- 8.3 **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.
- 8.4 **Amendment**. No changes, amendments, or modifications to this Agreement shall be valid unless in writing and signed by the duly authorized signatory of each Party.
- 8.5 **Entire Agreement and Non-reliance**. This Agreement, including the introductory Recitals and any attached exhibits, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, shall be implied or impressed upon this Agreement.

COUNTY represents and warrants that: (a) COUNTY has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by COUNTY to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) PACE has not made any representations or warranties to COUNTY with respect this Agreement and the transaction(s) contemplated by this Agreement, except such representations and/or warranties that are specifically and expressly set forth in this Agreement; and (c) COUNTY has relied only upon such representations and/or warranties by PACE that are specifically and expressly set forth in this Agreement and has not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences by PACE. Without limiting any representations and/or warranties made by PACE that are specifically and expressly set forth in this Agreement, COUNTY acknowledges that PACE will not have or be subject to any liability to COUNTY resulting from the distribution to COUNTY or COUNTY's use of any information, including any information provided or made available to COUNTY or any other document or information in any form provided or made available to COUNTY, in connection with this Agreement and the transaction(s) contemplated by this Agreement.

- 8.6 **Survival**. Any provision of this Agreement that imposes an obligation after termination of this Agreement shall be deemed to survive termination of this Agreement.
- 8.7 **PACE Board Authority**. This Agreement has been properly authorized by the PACE Board of Directors.
- 8.8 **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.

- 8.9 **Binding Effect.** This Agreement shall be binding upon the Parties and their respective directors, officers, employees, agents, representatives, successors, and approved assigns.
- 8.10 **Force Majeure.** Neither Party shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war which are beyond the control of the non-performing Party.
- 8.11 **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 Lake County, Illinois for any dispute arising out of or related to this Agreement.
- 8.12 **Authorization.** The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign. If a Party signs this Agreement but fails to date its signature, the date that the other Party receives the signing Party's signature on this Agreement shall be deemed to be the date that the signing Party signed this Agreement.
- 8.13 **Notice.** Any notice under this Agreement shall be in writing and shall be given in the following manner:
 - (a) by personal delivery (deemed effective as of the date and time of delivery);
 - (b) by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
 - (c) registered or certified mail return receipt requested, with proper postage prepaid (deemed effective as of the second business day following deposit of the notice in the U.S. mail); or
 - (d) by facsimile with confirmation of transmission (deemed effective as of the date and time of the transmission, except the effective date and time shall be 8:00 a.m. on the next business day after transmission of the notice if transmitted during non-business hours).

Business days are defined as Monday through Friday, excluding federal holidays. Business hours are defined as 8:00 a.m. to 5:00 p.m. Central Standard Time on Monday through Friday, excluding federal holidays. The notice shall be addressed as follows or addressed to such other address as either Party may from time to time specify in writing to the other Party:

If to PACE:

PACE
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Executive Director
cc: Melinda J. Metzger, Deputy Executive Director

If to County of Lake:

Lake County Division of Transportation
600 West Winchester Road
Libertyville, Illinois, 60048
Attn: Shane Schneider, P.E.
Director of Transportation/County Engineer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates below.

COUNTY of LAKE

PACE

Shane Schneider P.E.

Director of Transportation/County Engineer
Print Title

Rocco L. Donahue

Interim Executive Director
Print Title

Date: _____

Date: _____

EXHIBIT A
SERVICE DESCRIPTION
RIDE LAKE COUNTY WEST
WEST LAKE COUNTY COORDINATED TRANSPORTATION SERVICE

TYPE OF SERVICE	Demand response curb to curb paratransit services will be provided for the Lake County Coordinated Services Committee's <i>Ride Lake County West</i> transportation service.
SERVICE OPERATED BY	<p>Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.</p> <p>Private and/or Public Paratransit Bus operators.</p>
TRIP RESERVATION METHOD	<p>Monday through Friday 6:00am to 6:00pm. Phone reservations are taken one (1) day in advance.</p> <p>Passengers may make seven (7) day advance reservations for work and medical appointments and College of Lake County trips only.</p> <p>Elderly and disabled participants must make reservations one day in advance by 12:00 noon Monday thru Friday for a guaranteed trip. Trips are guaranteed to the maximum capacity of the service.</p> <p>General public requests may be accommodated if capacity is available. General public transportation reservations are taken after 12:00 noon Monday thru Friday.</p> <p>Subscription service is allowable, as defined by Pace Suburban Bus.</p>
SERVICE AREA	<p>Service area for Antioch Township, Avon Township, Fremont Township, Grant Township, Lake Villa Township, and Wauconda Township:</p> <p>Trips shall originate in Antioch Township, Avon Township, Fremont Township, Grant Township, Lake Villa Township, and Wauconda Township. Eligible passengers may travel between and within the six (6) above named Townships and to the following locations as specified below:</p> <ul style="list-style-type: none"> • Gurnee Mills area in an effort to connect people to jobs • the Greenleaf Ave. medical offices • the Mundelein Metra station at 205 N. Archer Ave., Mundelein • Advocate Condell Hospital at 801 S. Milwaukee Ave., Libertyville • the Lake County Center for Independent Living (LCCIL) at 377 N. Seymour, Mundelein • the Libertyville Sports Complex at 1950 N. Highway 45, Libertyville (corner of Peterson Road & Route 45, NW side of Libertyville) • Fresenius Medical Care located at 1402 Townline Road (IL RTE 60), Mundelein • the Lake County Behavioral Health Services at 18698 W. Peterson Road, Libertyville • Fox Lake Metra Station

	<ul style="list-style-type: none"> • The Walgreens 28895 IL-120, Lakemoor • The Island Foods 223 E RT 176, Island Lake <p>See Exhibit B Maps for service boundaries.</p> <p>Travel may include transferring to other Pace Services when and where available.</p>
SERVICE HOURS	<p>Monday through Friday from 5:30am to 6:45pm.</p> <p>Except for the following holidays on the days observed:</p> <p>New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.</p>
ONE-WAY FARE	<p>\$3.00 Flat Fare one-way for trips under 10 miles for Disabled and Senior passengers. Seniors are defined as passengers age 60 and over.</p> <p>\$4.00 Flat Fare one-way for trips under 10 miles for General Public passengers.</p> <p>\$6.00 Flat Fare one-way for trips over 10 miles for Disabled and Seniors.</p> <p>\$5.00 Flat Fare for dialysis one-way Subscription trips.</p> <p>\$0.15 Transfer Fare to transfer between other demand response services in Lake County</p> <p>COMPANIONS: Companions are limited to one person per registered rider and to the vehicle capacity. This includes children of all ages. Companions shall pay the full eligible passenger fare.</p>
SERVICE CAPACITY	<p>The service capacity is limited to the annual budgeted hours for service. Additional capacity may be added at the discretion of the Lake County Division of Transportation as recommended by the local partners of the West Lake County Coordinated Transportation Service but is contingent upon the project funds and availability of Pace vehicles for service.</p>
RIDER ELIGIBILITY	<p>Disabled and Senior passengers are eligible for the services. Seniors are passengers age 60 and over. General Public passengers are eligible for the service.</p> <p>Riders under the age of thirteen (13) must be accompanied by an eligible adult.</p> <p>Temporary Disabled Riders and Subscription trips must be recommended by the Townships and approved by the County and Pace.</p>
RIDER REGISTRATION FOR SERVICE	<p>Disabled, Senior and General Public passengers may register for the service by contacting the Call Center directly. Pace shall maintain a database of registered riders. Riders must be registered for service. Registrations shall be coded under New Freedom Initiative funding source for each Township.</p>

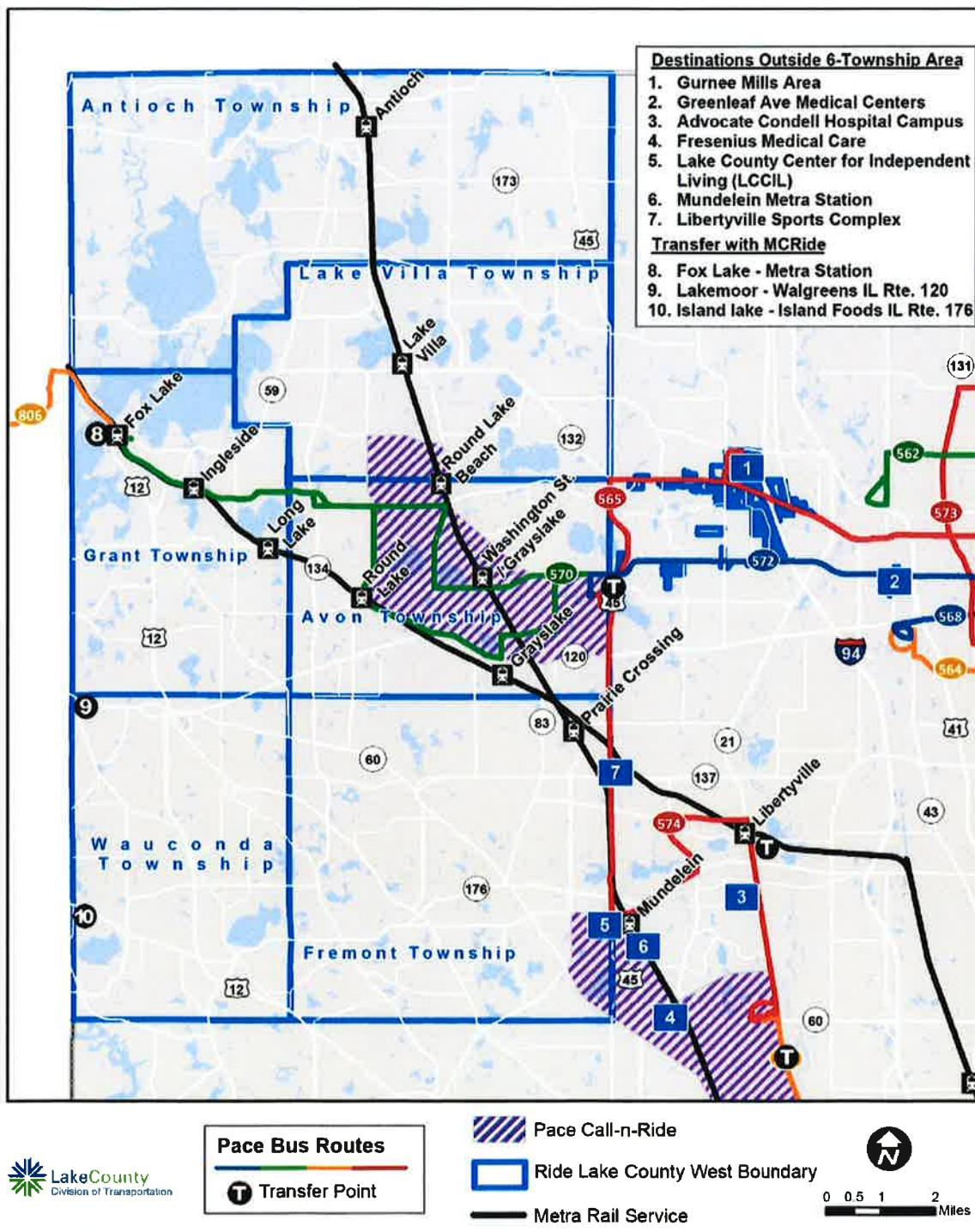
EXHIBIT A
SERVICE DESCRIPTION
RIDE LAKE COUNTY CENTRAL
CENTRAL LAKE PARTNERS COORDINATED TRANSPORTATION SERVICE

TYPE OF SERVICE	Demand response curb to curb paratransit services will be provided for the <i>Ride Lake County Central</i> transportation service.
SERVICE OPERATED BY	<p>Pace will contract with transportation provider(s) (the "Contractor") to provide the service which is the subject of this Agreement.</p> <p>Private and/or Public Paratransit Bus operators.</p>
TRIP RESERVATION METHOD	<p>Monday through Friday 6:00am to 6:00pm.</p> <p>Phone reservations are taken one day in advance.</p> <p>Passengers may make seven day advance reservations for work and medical appointments and College of Lake County trips only.</p> <p>Riders under the age of 16 must be accompanied by an adult.</p> <p>Subscription service is allowable, as defined by Pace Suburban Bus.</p> <p>Disabled and Senior passengers are eligible for the services. Seniors are passengers age 60 and over.</p>
SERVICE AREA	<p>Service area for Fremont Township, Libertyville Township, Shields Township and the Village of Mundelein, Mundelein Park & Recreation District, and Village of Libertyville:</p> <p>Trips shall originate in Fremont Township, Libertyville Township, Shields Township, the Village of Mundelein, and Village of Libertyville. Eligible passengers may travel between and within the five (5) above named Townships and Villages and to the following locations as specified below:</p> <ul style="list-style-type: none"> • the Greenleaf Ave. medical offices (see detailed map for specific locations) • the Lake County Health Department North Chicago Health Center at 2215 14th St., North Chicago, IL • Walmart Supercenter Fountain Square Plaza at 3900 Fountain Square Pl., Waukegan, IL • West Lake Forest Metra Station at 911 Telegraph Road, Lake Forest, IL • Vernon Hills shopping area south of Route 60 (see detailed map for specific locations) • Advocate Condell Outpatient Services, 1170 E. Belvidere Rd. (IL Rt. 120), Grayslake, IL • Northwestern Grayslake Outpatient Services, 1475 E. Belvidere Rd. (IL Rt. 120), Grayslake, IL • College of Lake County, 19351 W. Washington St., Grayslake, IL <p><i>See Exhibit B Maps for service boundaries.</i></p> <p>Travel may include transferring to other Pace Services when and where available.</p>

SERVICE HOURS	<p>Monday through Friday from 5:30am to 6:45pm.</p> <p>Except for the following holidays on the days observed:</p> <p>New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.</p>
ONE-WAY FARE	<p>\$3.00 Flat Fare one-way for trips under 10 miles for Disabled and Senior passengers. Seniors are defined as passengers age 60 and over.</p> <p>\$6.00 Flat Fare one-way for trips over 10 miles for Disabled and Seniors.</p> <p>\$5.00 Flat Fare for medical one-way Subscription trips.</p> <p>\$0.15 Transfer Fare to transfer between other demand response services.</p> <p>COMPANIONS: Companions are limited to one person or child per registered rider and to the vehicle capacity. This includes children of all ages. Companions shall pay the full eligible passenger fare.</p>
SERVICE CAPACITY	The service capacity is limited to the annual budgeted hours for service. Additional capacity may be added at the discretion of the Lake County Division of Transportation as recommended by the participants of the Central Lake Partners Coordinated Transportation Service.
RIDER ELIGIBILITY	<p>Disabled and Senior passengers are eligible for the services. Seniors are passengers age 60 and over.</p> <p>Riders under the age of sixteen (16) must be accompanied by an adult.</p>
RIDER REGISTRATION FOR SERVICE	Disabled and Senior passengers may register for the service by contacting the Call Center directly. Pace shall maintain a database of registered riders. Riders must be registered for service.

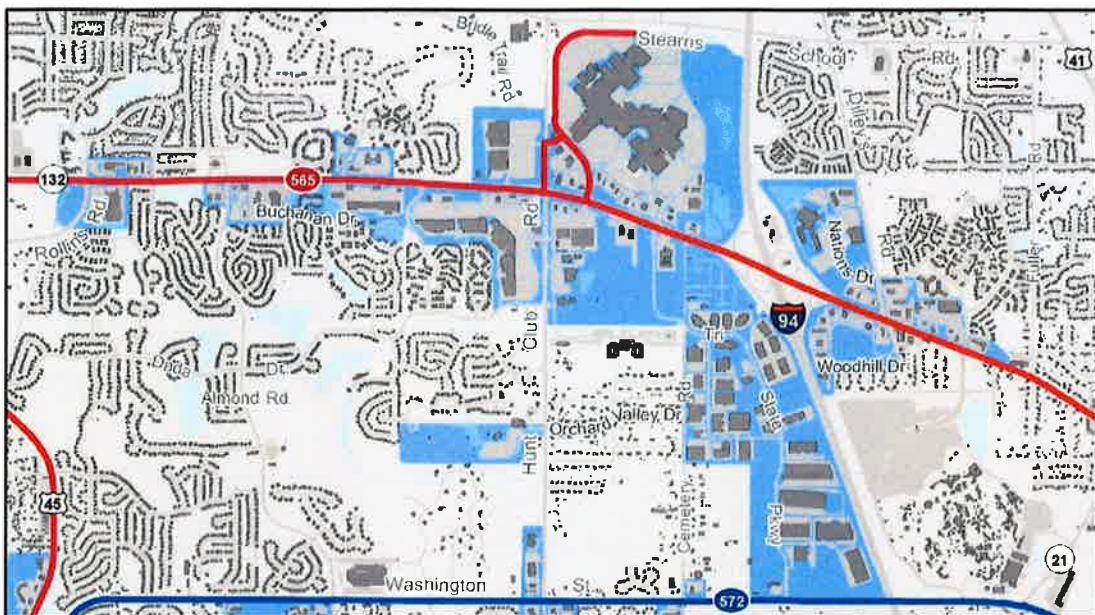
EXHIBIT B
SERVICE AREA MAPS
RIDE LAKE COUNTY WEST SERVICE

MAP 1



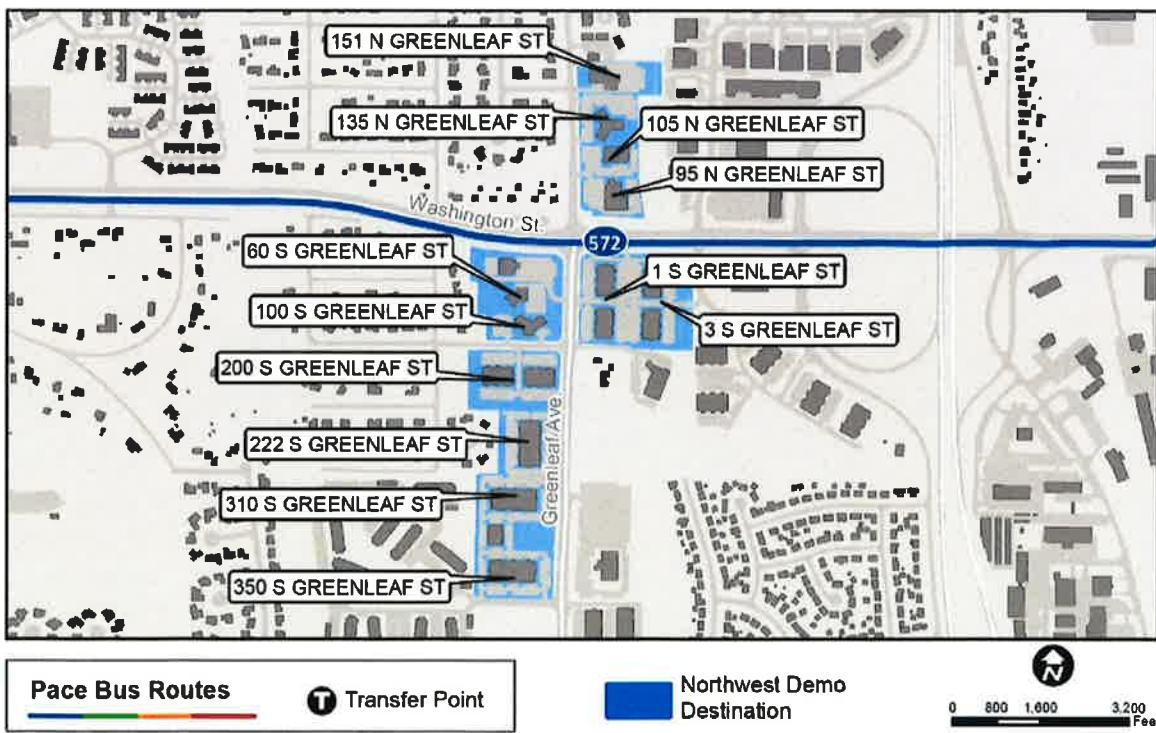
MAP 2

1. Gurnee Mills Area Destinations



Map 3

2. Greenleaf Medical Centers Destinations



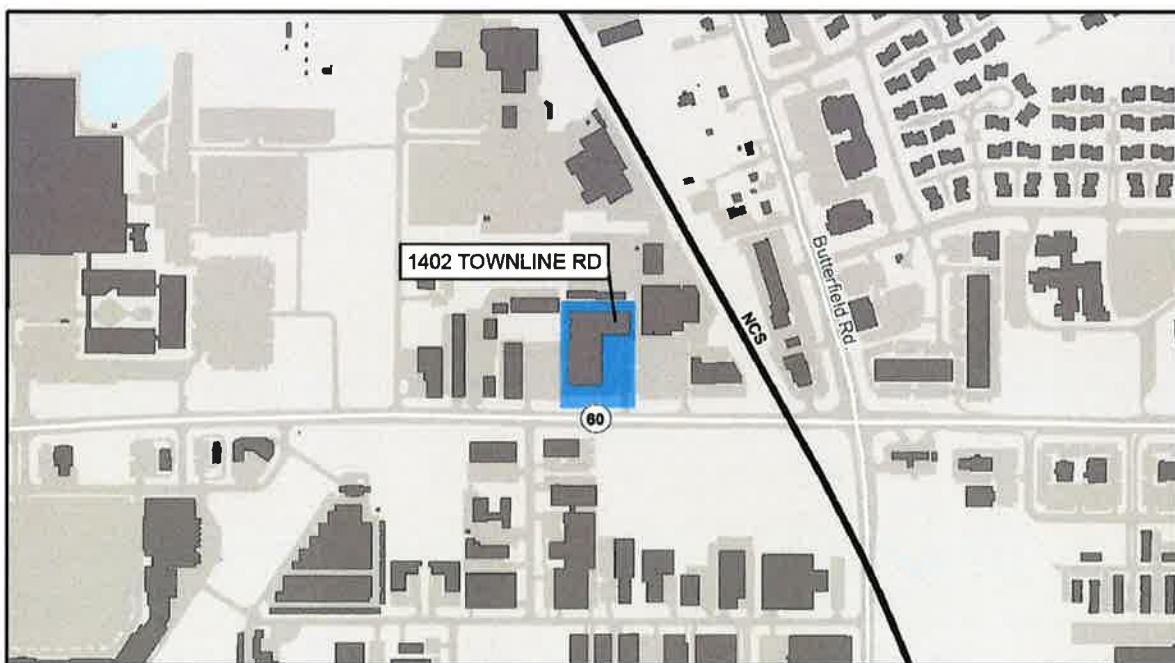
Map 4

3. Advocate Condell Hospital Campus



Map 5

4. Fresenius Medical Care



Pace Bus Routes

Transfer Point

Northwest Demo
Boundary

0 320 640 1,280
Feet

Map 6

5. and 6. Mundelein Destinations



Map 7

7. Libertyville Sports Complex

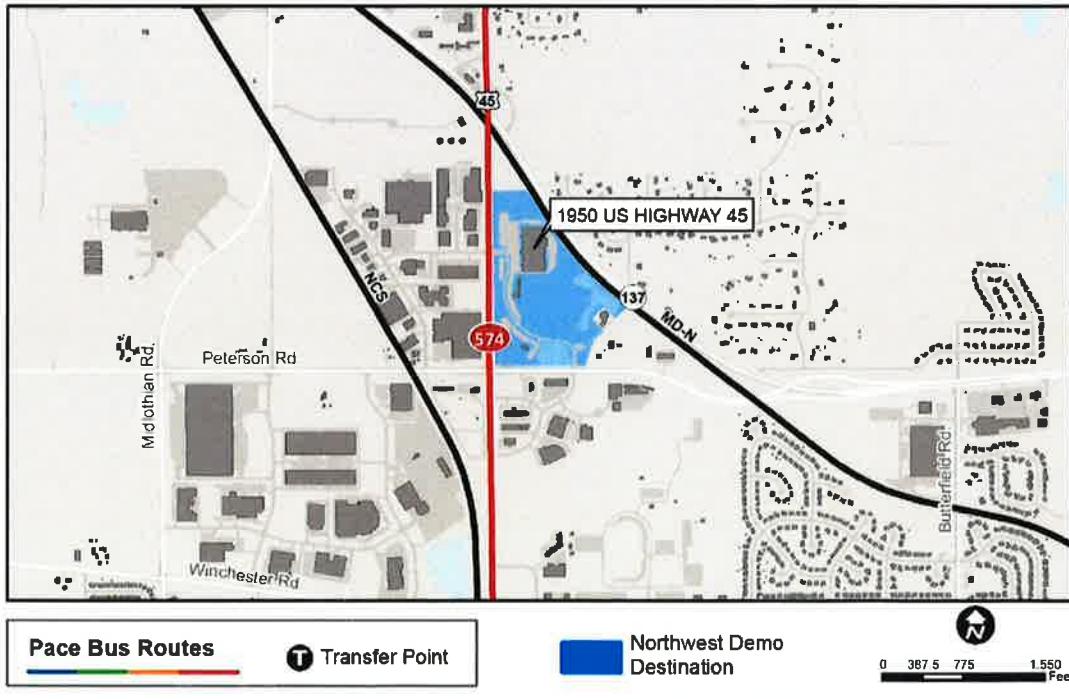
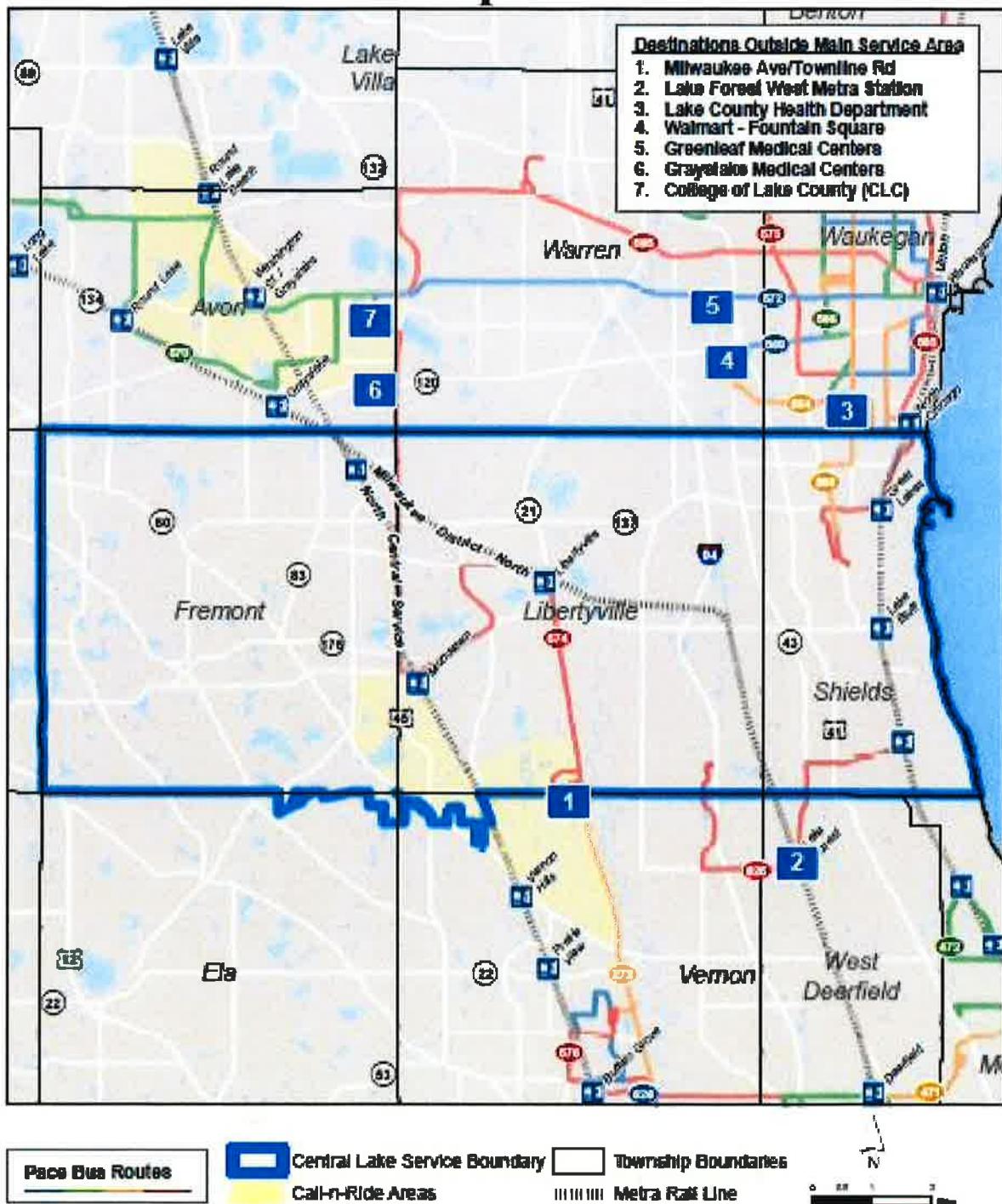
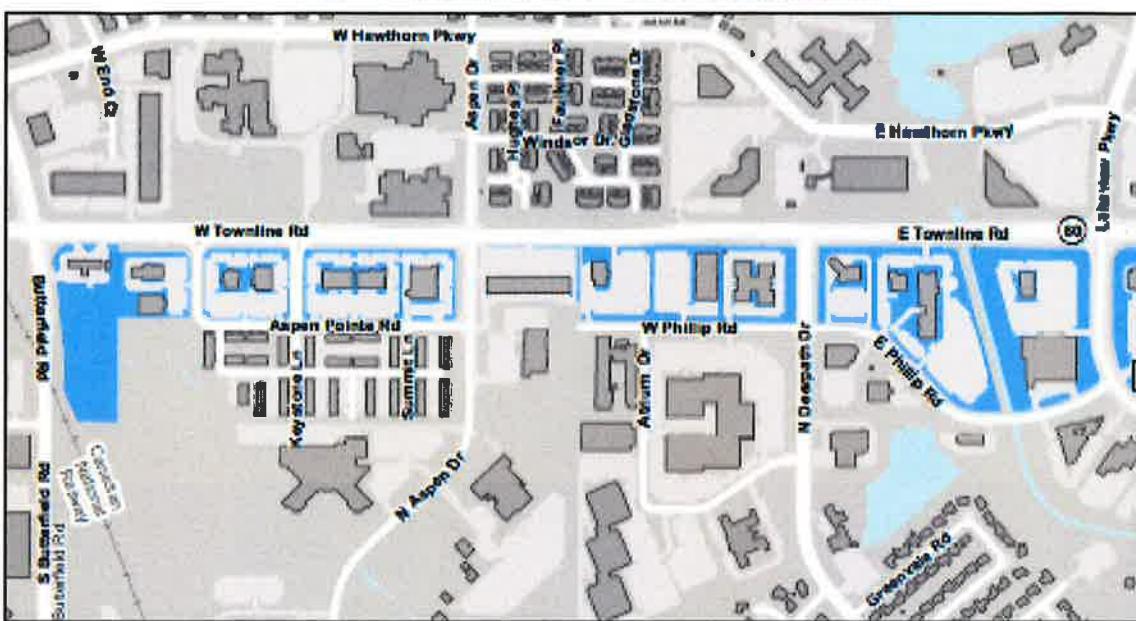


EXHIBIT B
SERVICE AREA MAPS
RIDE LAKE COUNTY CENTRAL SERVICE

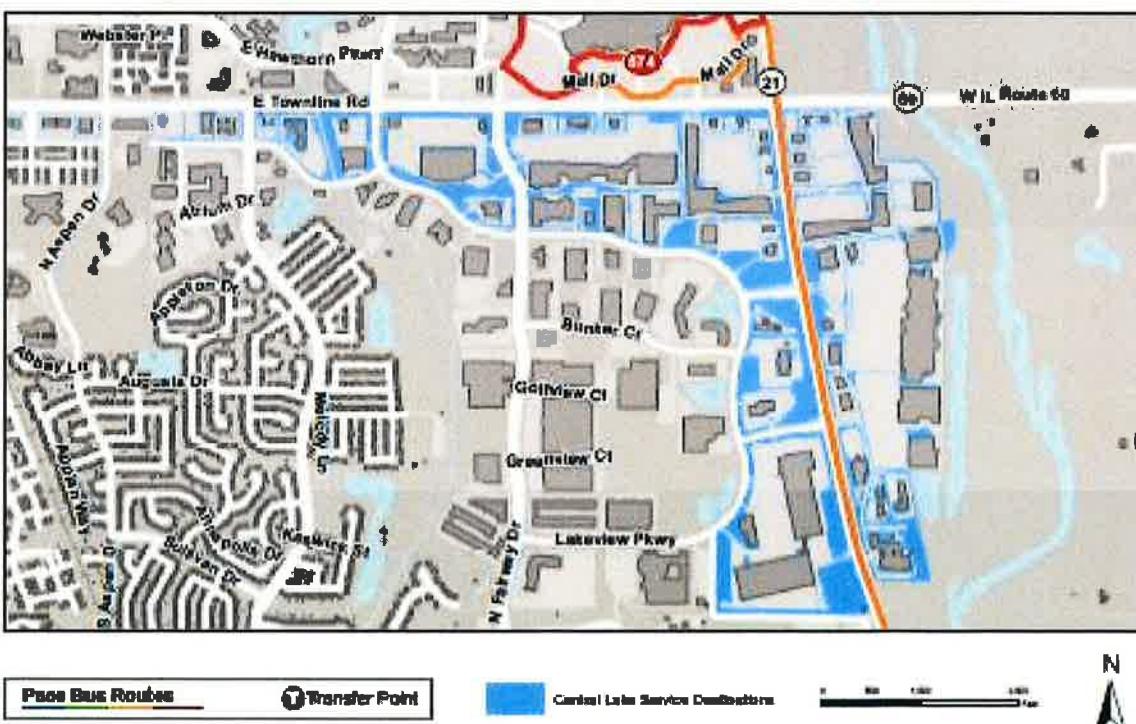
Map 1



1A. Townline Rd West Destinations



1B. Townline Rd East/Milwaukee Ave Destinations



Pace Bus Routes

Transfer Point

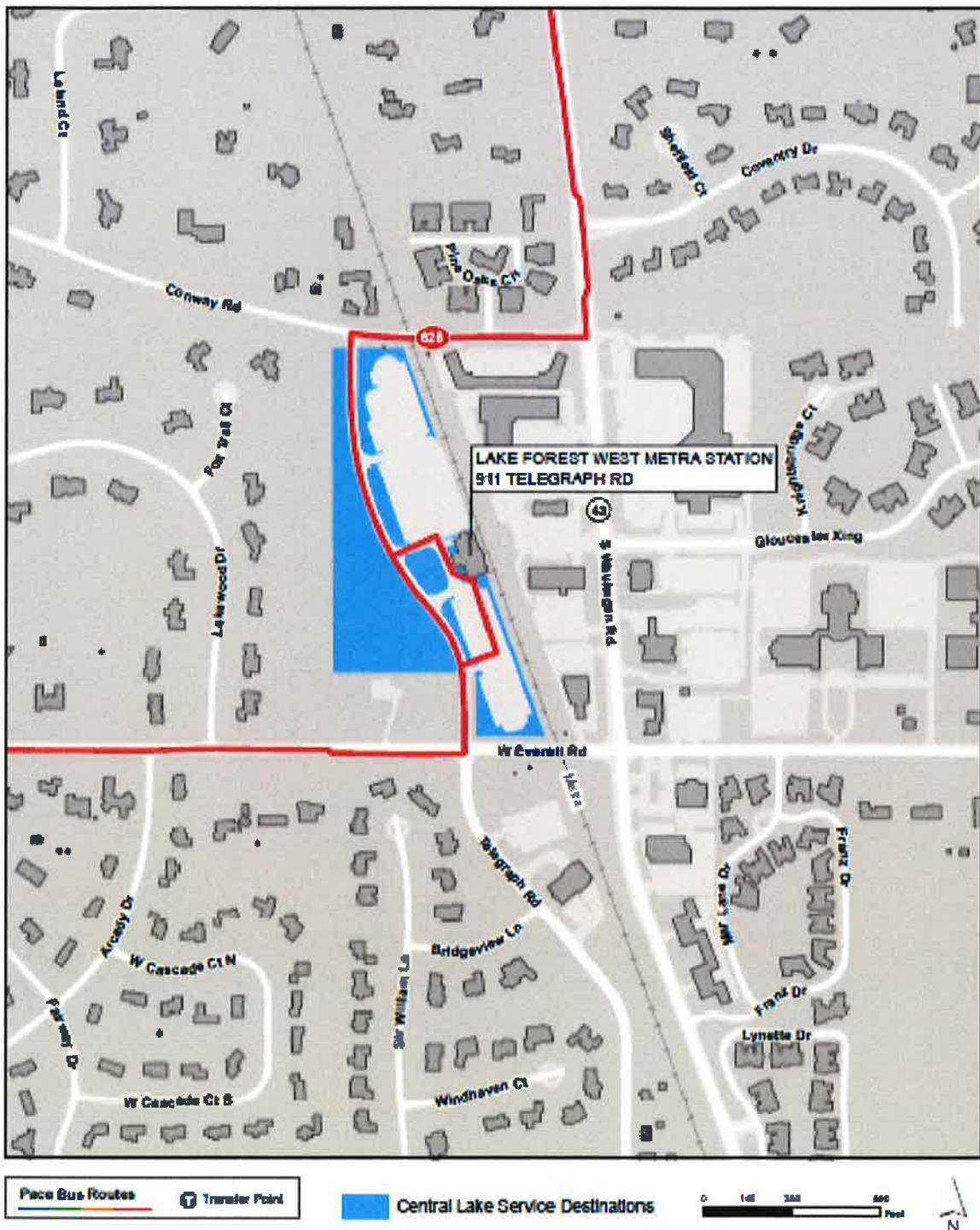
Central Lake Service Destinations

0 1/4 1/2 1 mile



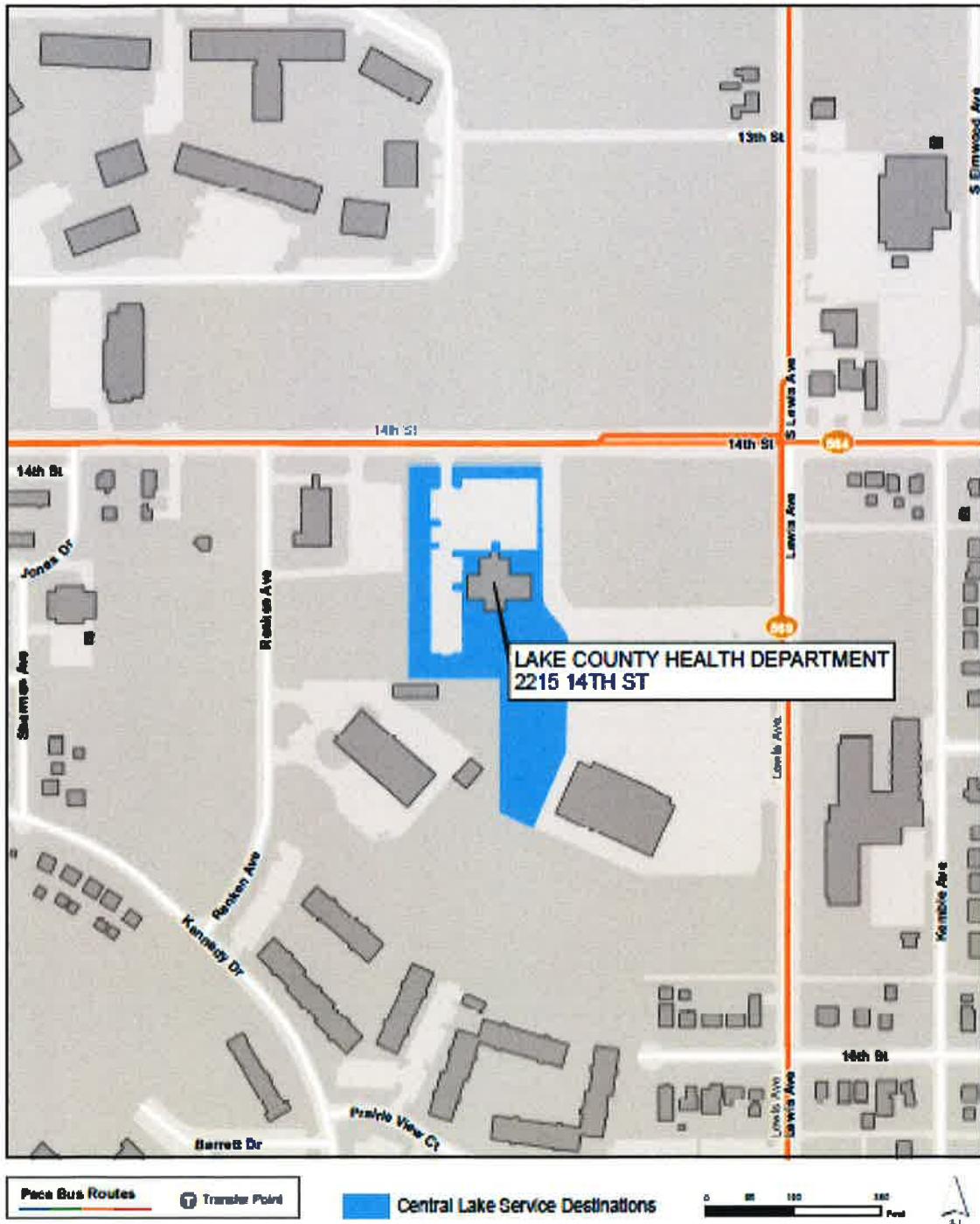
Map 2

2. Lake Forest West Metra Station



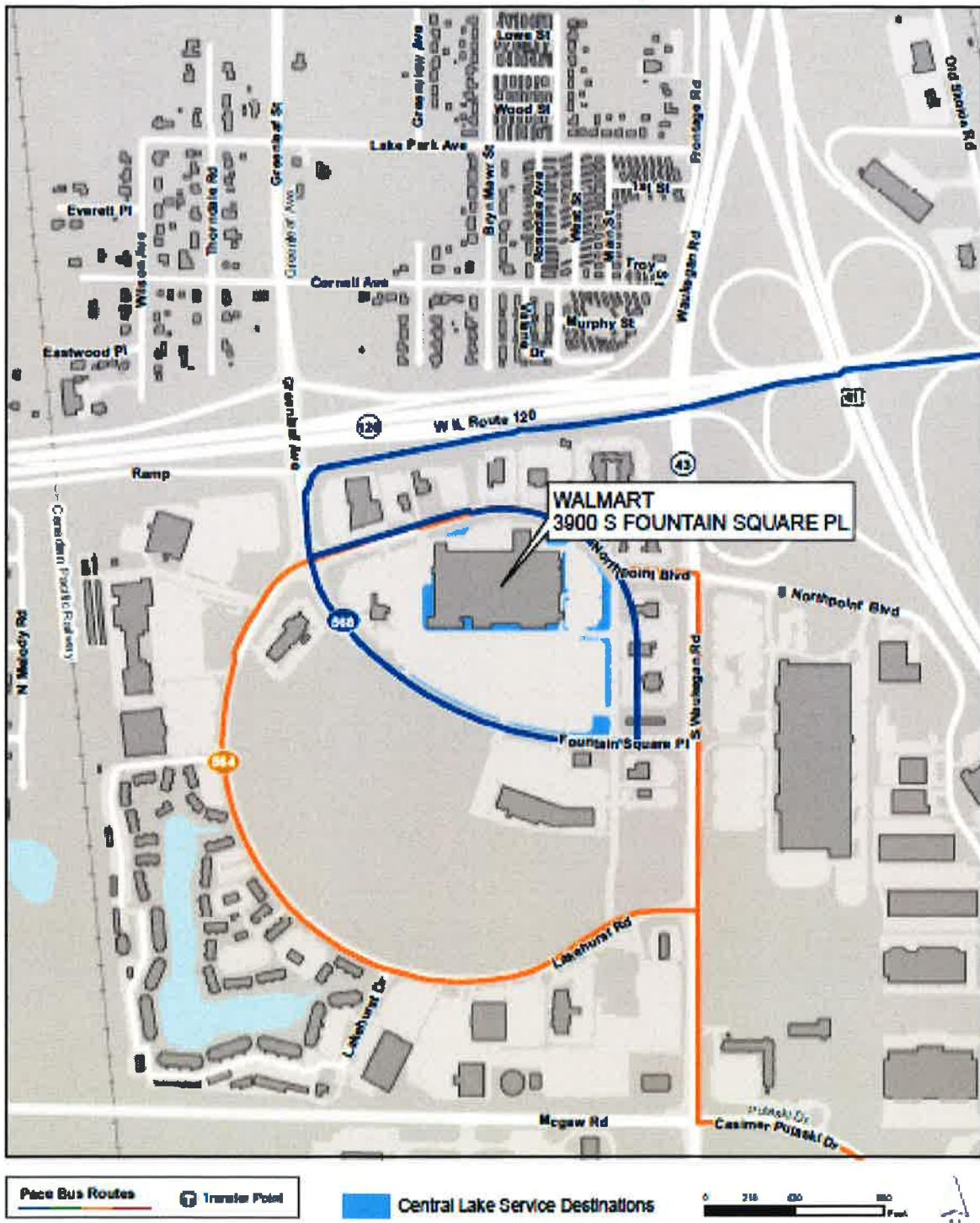
Map 3

3. Lake County Health Department



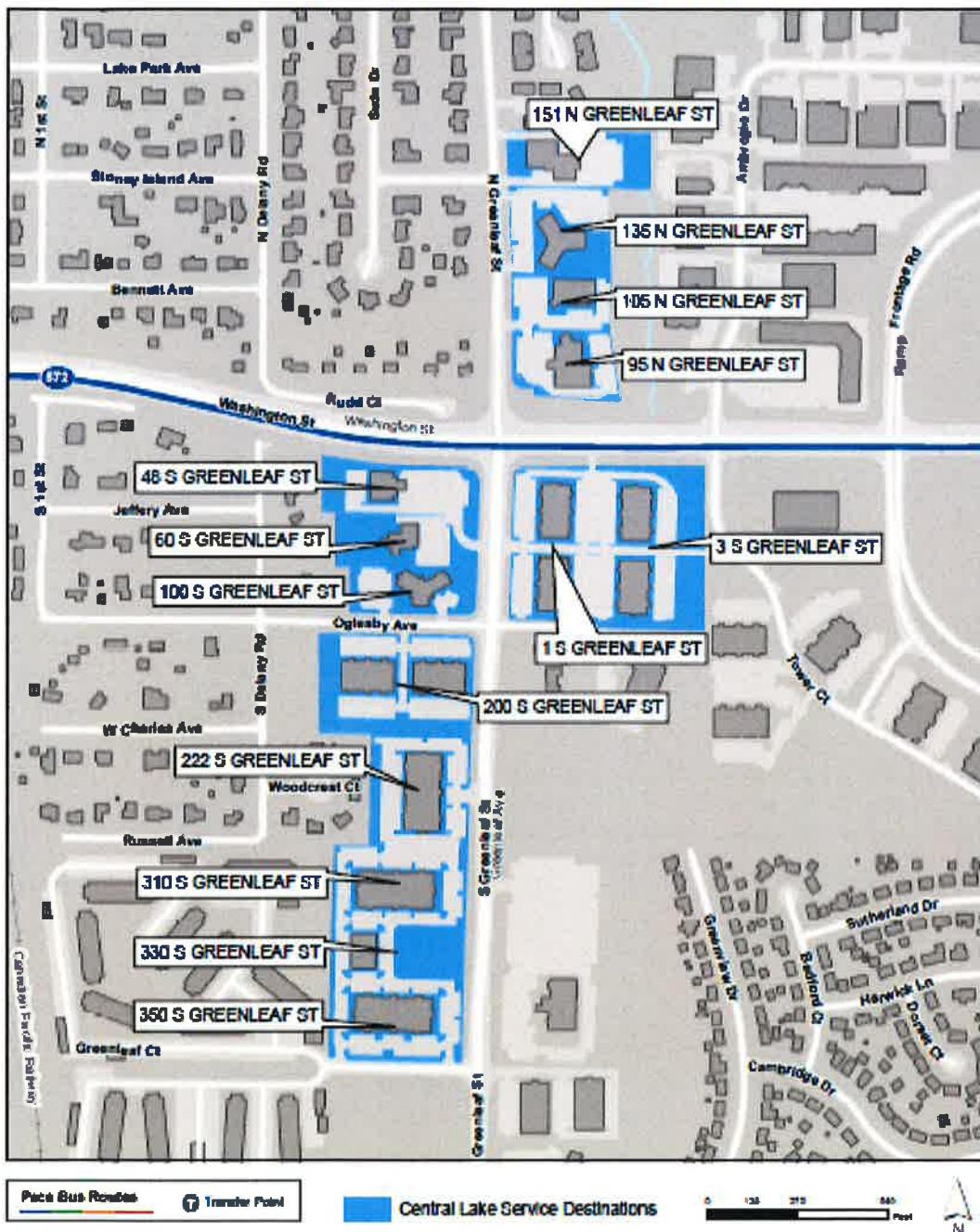
Map 4

4. Walmart Fountain Square



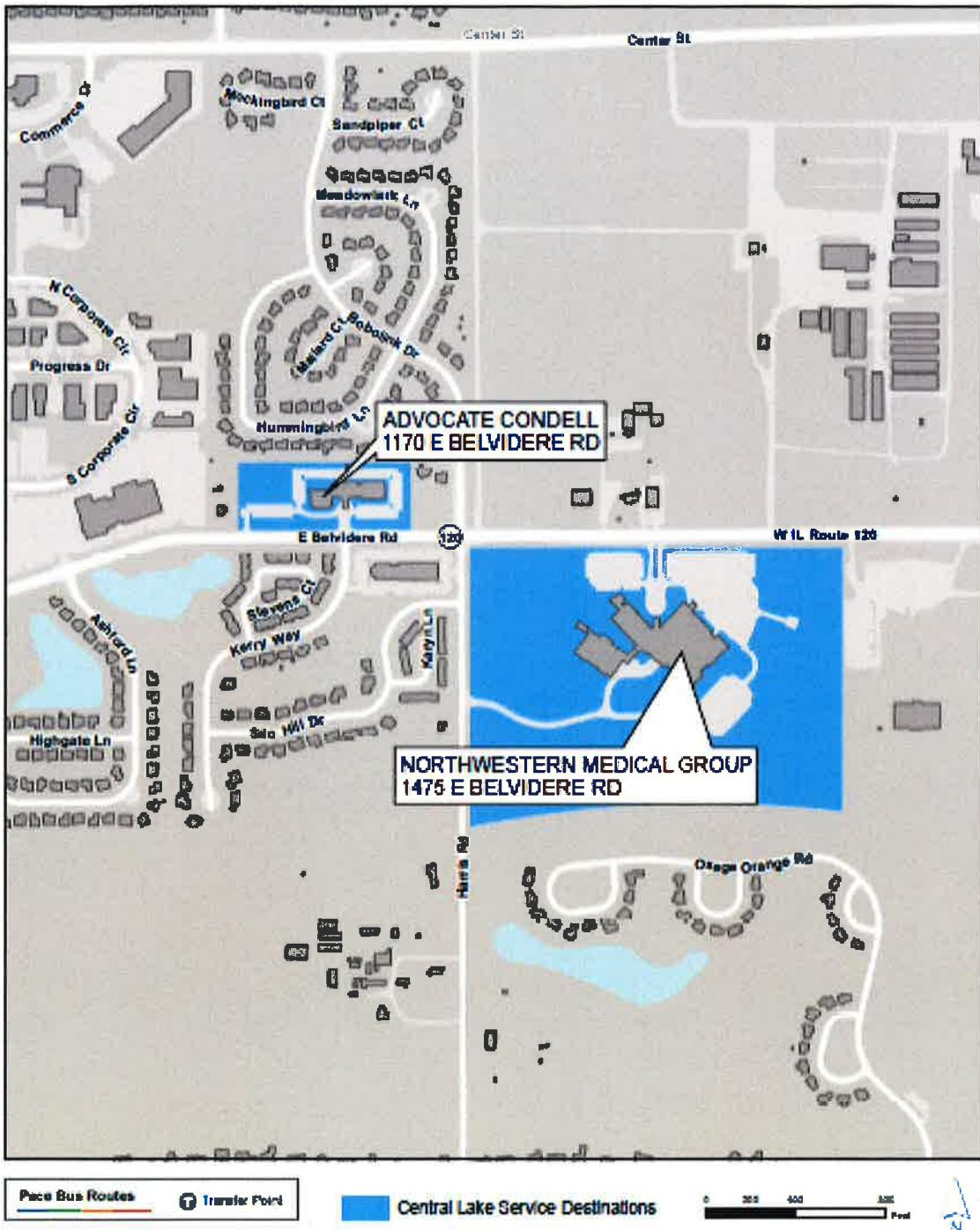
Map 5

5. Greenleaf Medical Center Destinations



Map 6

6. Grayslake Medical Destinations



Map 7

7. College of Lake County

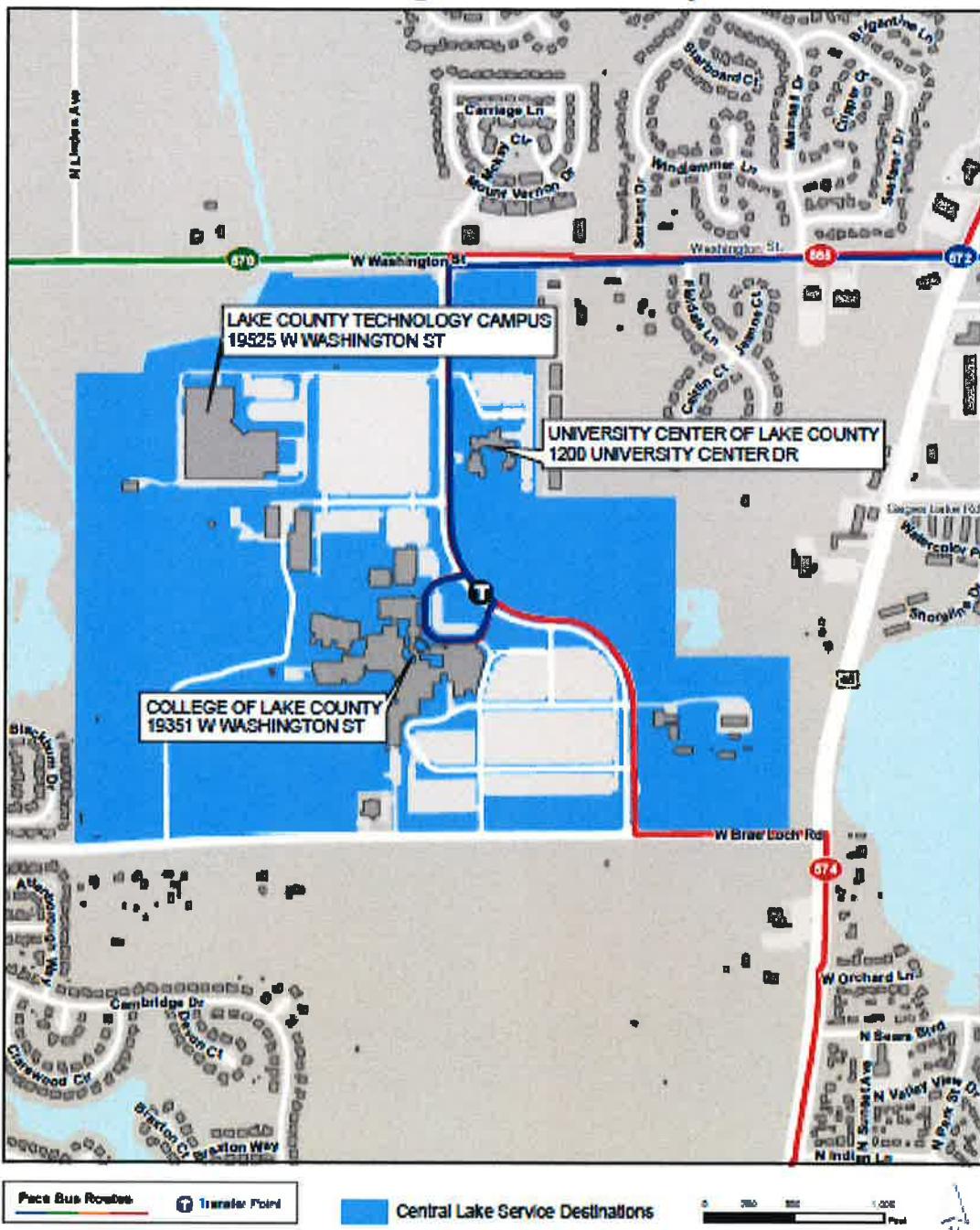


EXHIBIT C **Reports Description**

The following is a description of the reports available for the PROJECTS:

1. **Detailed Funding Source (Sponsor) Report/Detailed Provider Report**

This report is a detailed listing of one-way trips delivered for each Ride Lake County funding source (Sponsor) for a specified period of time. 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, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

2. **Monthly Funding Source (Sponsor) Invoice Report**

This report is a summary of trips delivered for each funding source (Sponsor) for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as 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, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 16 or more minutes late. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is 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 source.

NOTE: Pace, in its sole discretion, may design additional reports, as needed.