

**AGREEMENT
BY AND BETWEEN PACE AND THE COUNTY OF LAKE
REGARDING THE LAKE COUNTY NORTHWEST CIRCULATOR
ROUTE 570 FOX LAKE – GURNEE
EXPANDED SERVICE**

This Agreement made this _____ day of _____, 2009, between the Suburban Bus Division of the Regional Transportation Authority, (hereinafter called "Pace") and the County of Lake, Illinois an Illinois body politic and corporate, acting by and thru its Chair and County Board (hereinafter called "County").

WHEREAS, Pace was established under the Regional Transportation Authority Act (70 ILCS 3615/1.01, *et seq.*) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, Pace agrees to provide various services as described in the attached Exhibits A and B

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Description of Service:

Pace agrees to operate Route 570 every 60 minutes from 5:30am until 9:30pm on weekdays and from 7:30am to 8:30pm on Saturdays, as set forth in the schedule attached hereto as Exhibit A.

Pace will provide complimentary ADA service on weekdays and on Saturdays as set forth in the schedule attached hereto as Exhibit B.

Pace will provide a Call-n-Ride service that will operate on weekdays between the hours of 6:00am and 6:00pm. This service will not operate on weekends. A Congestion Mitigation and Air Quality (CMAQ) grant will be used to provide 80% of the operating cost of this service. The remaining 20% local share will be paid for by Pace.

2. Service Cost and Payment Rate

The following costs are based on the aforementioned changes to Route 570 and the complimentary ADA service. The Call-n-Ride cost is not a part of this Agreement.

The total annual cost for expanded Route 570 weekday service - \$311,167
 $17.40 \text{ hours per day} \times 255 \text{ days} \times \$70.13 \text{ per hour} = \$311,167 \text{ annual cost}$

The total annual cost for new Route 570 Saturday service - \$80,643
 $24.50 \text{ hours per day} \times 51 \text{ days} \times \$64.54 \text{ per hour} = \$80,643 \text{ annual cost}$

The total annual cost for expanded ADA weekday service - \$63,750
 $2.50 \text{ hours per day} \times \$50.00 \text{ per hour} \times 255 \text{ days} \times 2 \text{ vehicles} = \$63,750 \text{ annual cost}$

The total annual cost for new ADA Saturday service - \$66,300
 $13.00 \text{ hours per day} \times \$50.00 \text{ per hour} \times 51 \text{ days} \times 2 \text{ vehicles} = \$66,300 \text{ annual cost}$

The total annual cost is \$521,860

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The County will pay Pace 75% of the total service cost using 50% from an RTA ICE grant and contributing an additional 25% as a local share. Pace will pay the remaining 25% of the local share.

Monthly Rate for Described Services shall be calculated as follows:

The county shall provide a monthly payment to Pace in the amount of \$32,616.25 for a total of \$391,395 over the term of the contract.

3. Term

The term of this Agreement is from **November 23, 2009** through **November 21, 2010** and shall automatically renew thereafter for one-year terms unless either party exercises their right to terminate this Agreement under Paragraph 5. Pace may increase the amount stated in Paragraph 2 based upon its actual cost to provide the service, with sixty (60) days notice to the County.

4. Service Provision

Pace shall not be responsible for any failure to provide the service due to circumstances beyond the control of Pace. However, Pace shall 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 the County.

5. Termination of Service

Either party may terminate this Agreement with sixty (60) days advance written notification to the other party.

6. Binding Agreement:

This Agreement supersedes any and all prior agreements for the specified routes or services between the parties, whether written or oral, and shall be binding upon the parties.

7. Authority

Pace and the County represent and warrant that their representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace and the County to the terms of this Agreement.

8. RTA Funded Agreement

Pace agrees to comply with the requirements of the RTA/County Agreement in the performance of all work subject to the provisions of this Agreement.

Pace further agrees that this Agreement is subject to the terms and conditions of the RTA/County Agreement that is attached hereto as Exhibit C.

9. Complete Agreement

This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to Pace 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. Any changes in service description, payment rates or passes shall be reflected in a revised exhibit, attached hereto, reduced to writing, and signed by both parties.

10. All notices due to the other party shall be delivered to the address indicated below:

Pace
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Executive Director

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, Illinois 60048
Attn: County Engineer

11. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective as of the date set forth above and executed by their duly authorized officials.

PACE

By: _____

Name: Thomas J. Ross
Title: Executive Director

Dated: _____

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation / County Engineer
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

County Clerk

**EXHIBIT A
ROUTE 570 FOX LAKE - GURNEE MILLS VIA COLLEGE OF LAKE COUNTY**

*****WEEKDAY - EASTBOUND*****

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>LAKELAND PLAZA</u>	<u>CEDAR LAKE/ ROLLINS</u>	<u>CEDAR LAKE/ WASHINGTON</u>	<u>CEDAR LAKE/ RAILROAD AVE. (ROUND LAKE METRA STATION)</u>	<u>CENTER/ WHITNEY</u>	<u>COLLEGE OF LAKE COUNTY</u>	<u>GURNEE MILLS</u>
6:36am	6:49am	6:53am	6:55am	7:05am	7:13am	7:28am
7:51	8:04	8:08	8:10	8:20	8:28	8:43
8:51	9:04	9:08	9:10	9:20	9:28	9:43
10:21	10:33	10:37	10:39	10:49	10:57	11:12
11:21	11:34	11:38	11:40	11:50	11:58	12:13pm
12:21pm	12:34pm	12:38pm	12:40pm	12:50pm	12:58pm	1:13
1:21	1:34	1:38	1:40	1:50	1:58	2:13
2:21	2:34	2:38	2:40	2:50	2:58	3:15
3:24	3:37	3:40	3:42	3:52	4:00	4:17
4:33	4:46	4:49	4:51	5:01	5:09	5:26
5:42	5:54	5:57	5:59	6:09	6:17	6:32
6:42	6:54	6:57	6:59	7:09	7:17	7:32
7:42	7:54	7:57	7:59	8:09	8:17	8:32
8:37	8:49	8:52	8:54	9:04	9:12	9:27

*****WEEKDAY - WESTBOUND*****

<u>7</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>GURNEE MILLS</u>	<u>COLLEGE OF LAKE COUNTY</u>	<u>CENTER/ WHITNEY</u>	<u>CEDAR LAKE/ RAILROAD AVE. (ROUND LAKE METRA STATION)</u>	<u>CEDAR LAKE/ WASHINGTON</u>	<u>CEDAR LAKE/ ROLLINS</u>	<u>LAKELAND PLAZA</u>
5:36am	5:53am	6:02am	6:10am	6:12am	6:16am	6:27am
6:51	7:08	7:17	7:25	7:27	7:31	7:42
7:51	8:08	8:17	8:25	8:27	8:31	8:42
9:21	9:36	9:45	9:53	9:55	9:59	10:10
10:21	10:36	10:45	10:53	10:55	10:59	11:11
11:21	11:37	11:45	11:54	11:56	12:00pm	12:12pm
12:21pm	12:37pm	12:45pm	12:54pm	12:56pm	1:00	1:12
1:21	1:37	1:45	1:54	1:56	2:00	2:12
2:21	2:38	2:47	3:01	3:03	3:07	3:19
3:25	3:43	3:52	4:06	4:08	4:12	4:24
4:35	4:53	5:02	5:16	5:18	5:22	5:34
5:35	5:53	6:02	6:16	6:18	6:22	6:33
6:42	6:57	7:05	7:14	7:16	7:20	7:31
7:42	7:57	8:05	8:14	8:16	8:20	8:31

*****SATURDAY - EASTBOUND*****

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
<u>LAKELAND PLAZA</u>	<u>CEDAR LAKE/ ROLLINS</u>	<u>CEDAR LAKE/ WASHINGTON</u>	<u>CEDAR LAKE/ RAILROAD AVE. (ROUND LAKE METRA STATION)</u>	<u>CENTER/ WHITNEY</u>	<u>COLLEGE OF LAKE COUNTY</u>	<u>GURNEE MILLS</u>
8:46am	8:59am	9:03am	9:05am	9:15am	9:23am	9:38am
9:46	9:59	10:03	10:05	10:15	10:23	10:38
10:46	10:59	11:03	11:05	11:15	11:23	11:38
11:46	11:59	12:03pm	12:05pm	12:15pm	12:23pm	12:38pm
12:46pm	12:59pm	1:03	1:05	1:15	1:23	1:38
1:46	1:59	2:03	2:05	2:15	2:23	2:38
2:46	2:59	3:03	3:05	3:15	3:23	3:38
3:46	3:59	4:03	4:05	4:15	4:23	4:38
4:46	4:59	5:03	5:05	5:15	5:23	5:38
5:46	5:59	6:03	6:05	6:15	6:23	6:38
6:46	6:59	7:03	7:05	7:15	7:23	7:38
7:46	7:59	8:03	8:05	8:15	8:23	8:38

*****SATURDAY - WESTBOUND*****

<u>7</u>	<u>6</u>	<u>5</u>	<u>4</u>	<u>3</u>	<u>2</u>	<u>1</u>
<u>GURNEE MILLS</u>	<u>COLLEGE OF LAKE COUNTY</u>	<u>CENTER/ WHITNEY</u>	<u>CEDAR LAKE/ RAILROAD AVE. (ROUND LAKE METRA STATION)</u>	<u>CEDAR LAKE/ WASHINGTON</u>	<u>CEDAR LAKE/ ROLLINS</u>	<u>LAKELAND PLAZA</u>
7:46am	8:02am	8:10am	8:19am	8:21am	8:25am	8:37am
8:46	9:02	9:10	9:19	9:21	9:25	9:37
9:46	10:02	10:10	10:19	10:21	10:25	10:37
10:46	11:02	11:10	11:19	11:21	11:25	11:37
11:46	12:02pm	12:10pm	12:19pm	12:21pm	12:25pm	12:37pm
12:46pm	1:02	1:10	1:19	1:21	1:25	1:37
1:46	2:02	2:10	2:19	2:21	2:25	2:37
2:46	3:02	3:10	3:19	3:21	3:25	3:37
3:46	4:02	4:10	4:19	4:21	4:25	4:37
4:46	5:02	5:10	5:19	5:21	5:25	5:37
5:46	6:02	6:10	6:19	6:21	6:25	6:37
6:46	7:02	7:10	7:19	7:21	7:25	7:37

No Sunday or holiday service.

Exhibit B

Route 570 Complimentary ADA Service Hours of Operation

Weekdays:

5:30am - 9:30pm

Saturdays:

7:30am - 8:30pm