

PACE SUBSIDY AGREEMENT
for
LAKE COUNTY COORDINATED PARATRANSIT TRANSPORTATION PROJECTS

This Pace Subsidy Agreement for Lake County Coordinated Paratransit Transportation Project ("Agreement") is made between Pace, the Suburban Bus Division of the Regional Transportation Authority ("Pace") and the County of Lake, ("the COUNTY"). Pace and the County are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have entered into an Intergovernmental Agreement ("IGA"); and

WHEREAS, the IGA states that the COUNTY will satisfy the eligible mobility management costs of the Ride Lake County Project ("Project") and the eligible operating net costs of the Project for its registered riders; and

WHEREAS, in accordance with the IGA, Pace agrees to subsidize the COUNTY by contributing funds for the Project.

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. **TERM.** This Agreement is in effect beginning on January 1, 2022 and it shall continue through April 30, 2022 unless earlier terminated by a Party upon 60 days advance written notice of termination to the other Party.

2. **PACE SUBSIDY.** Pace has designated funds for this Project of no more than one hundred thousand dollars (\$100,000) for Ride Lake County West Coordinated Transportation Service and no more than seven thousand thirteen dollars (\$7013) to be used for Fremont Township's participation in the Ride Lake County Central Coordinated Transportation Service, provided that Pace funds are available.

The Net Operating Cost will be defined as Total Expense less fare revenue. The Pace contribution shall be up to twenty-five percent (25%) of the Net Operating Cost not to exceed one hundred seven thousand thirteen dollars (\$107,013).

3. **BILLING.** Pursuant to the IGA, Pace shall bill the COUNTY monthly for the net operating costs of the service and a portion of the mobility management costs less the remaining monthly Pace subsidy for its eligible riders. The COUNTY agrees to make payment to Pace within (30) thirty days of receipt of billing by sending payment to:

Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounts Payable

4. **Force Majeure:** Neither Party shall be held liable to the other Party nor be deemed to have breached this Contract for failure or delay in performing any obligation under this Contract if the failure or delay is caused by or results from causes beyond the control of the affected Party, including war, fire, flood, other acts of God, civil disturbance, a terrorist act, pandemic, epidemic, or a labor strike or lockout. The affected Party shall promptly notify the other Party of such force majeure circumstances and the expected duration of the delay and shall promptly undertake all reasonable steps necessary to cure the force majeure circumstances. If a condition of force majeure continues for more than 30 consecutive days,

this Contract may be terminated immediately for convenience at the option of Pace after written notice. Where an event of force majeure occurs after a Party's failure or delay in performance, the breaching Party shall not be released from liability.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

6. **Signature.** A signature to this Agreement that is transmitted by facsimile or scanned and transmitted electronically shall be deemed an original signature for purposes of this Agreement.

PACE

COUNTY OF LAKE

By: _____
Melinda J. Metzger, Interim Executive Director

By: _____
Authorized Representative

Date: _____

Date: _____