

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 COUNTY and PACE want to establish the operations of the Lake County Integrated and Coordinated Paratransit Project (“Ride Lake County” or the “PROJECT”) to make it easier for suburban to suburban commuters, persons with disabilities, and seniors to schedule and use dial-a-ride services in Lake County; to improve access to jobs and job-related activities; and to provide greater mobility to individuals with disabilities and seniors; and

WHEREAS, The PROJECT will receive a portion of its funding from the Federal Transit Administration of the U.S. Department of Transportation through a grant (49 U.S.C. §5310) administered by the Regional Transportation Authority (“RTA”); and

WHEREAS, a portion of the cost to be paid by the COUNTY under this Agreement will be provided through federal pass through funds in grants from the RTA. The availability of these funds is conditioned upon the satisfaction of certain provisions set forth in the Technical Service Agreements (the “TSA’s”) between the COUNTY and the RTA for the PROJECT; 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 in Lake County to persons with disabilities, seniors, and those who have limited access to conventional modes of transportation; and

WHEREAS, the COUNTY has accepted the role of Executive Sponsor for the PROJECT; and

WHEREAS, the Parties desire that beginning on May 1, 2022, every municipality and township within the County of Lake will have access to Ride Lake County service for seniors and individuals with disabilities; and

WHEREAS, the COUNTY desires to provide Mobility Management/Call Center Services for the PROJECT; and

WHEREAS, the COUNTY finds it necessary to contract for the services of a Coordinator of the Ride Lake County (“Coordinator”) who shall be responsible for the operation of the PROJECT; and

WHEREAS, PACE is in the business of public transportation, has the necessary expertise, and is willing to provide the services of a 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 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:

1.0 PROJECT DESCRIPTION.

- 1.1 PACE shall operate the PROJECT for the provision of Paratransit Service in Lake County to those who are registered for the service.
- 1.2 PACE shall give due consideration to the recommendations and policies of the COUNTY in implementing and operating the PROJECT.
- 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 will apply:

- 2.1 Administrative Policies and/or Procedures refers to policies and procedures required to operate the day-to-day operations of the PROJECT, including, but not limited to dispatching, scheduling, reporting and billing, and other policies and/or procedures which may be required for the PROJECT.

- 2.2 Carrier means a public or private entity providing passenger transportation on a

regular and continuing basis.

- 2.3 COUNTY Contribution means the COUNTY budgeted annual subsidy for the PROJECT as set forth in Section 3.1.
- 2.4 Eligible Rider means any person who is determined to be eligible for the Paratransit Service provided under the PROJECT.
- 2.5 Eligible Trip means paratransit transportation taken by an eligible rider to a destination that is approved by the COUNTY.
- 2.6 Mobility Management/Call Center Services means the performance of call taking and all or any part thereof functions that may include but 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.
- 2.7 Operating Cost is the total Operating Deficit, minus the PACE contribution.
- 2.8 Operating Deficit is the Operating Expense minus the applicable fare revenue and liquidated damages.
- 2.9 Operating Expense means the total cost incurred by Pace to operate the PROJECT but does not include the cost incurred by PACE to operate the Mobility Management/Call Center Services on behalf of the COUNTY.
- 2.10 PACE Contribution means the PACE budgeted annual subsidy for the PROJECT, as set forth in in Section 3.2.
- 2.11 Paratransit Service means the provision of demand responsive transportation by a carrier.

3.0 FUNDING.

- 3.1 The COUNTY Contribution to the PROJECT will be limited to:
 - a. The annual (12 month) PROJECT Operating Deficit, not to exceed a maximum amount of \$1,179,509 dollars, said amount also being the maximum Operating Cost the COUNTY shall pay unless authorized by the COUNTY; and
 - b. Twenty percent (20%) of the Lake County Mobility Management/Call Center Services annual (12 month) operating costs not secured from the federal grant up to the budgeted total grant amount of \$42,595 dollars.

The COUNTY Contribution will be calculated monthly on a year-to-date basis to ensure that the annual COUNTY Contribution does not exceed \$1,279,707 on an annual (12 month) basis.

3.2 The PACE Contribution to the PROJECT will be limited to:

- a. The annual (12 month) PROJECT Operating Deficit, not to exceed a maximum amount of \$711,182 dollars; and a onetime additional subsidy of \$66,602 for a total of \$777,784; and
- b. Eighty percent (80%) of the Lake County Mobility Management/Call Center Services annual (12 month) operating costs secured from the federal grant up to the budgeted total grant amount of \$ 139,603 dollars.

The annual PACE Contribution to the PROJECT will be calculated monthly on a year-to-date basis, to ensure that the annual PACE Contribution does not exceed \$ 917,387.

3.3 PACE shall submit its invoices to the COUNTY for services rendered in accordance with the requirements of this Agreement. Each invoice will summarize the service delivered, will be submitted in a format mutually agreed to by the COUNTY and PACE, and will request reimbursement for hours and itemized costs required to complete those tasks. Invoices for the work performed under this Agreement will be subject to review by the COUNTY. Invoices billed by PACE for services to operate the Ride Lake County Project will 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 reasonable cause. The COUNTY will not be required to pay PACE more often than monthly. Upon receipt, review and acceptance of all deliverables specified in this Agreement, final payment will be made to PACE, within 30 days of receipt of billing. Payment will be sent to:

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

3.5 In 2022 only, PACE will remit a one-time lump-sum payment to COUNTY, in the amount of \$200,000, to be used by COUNTY for county-wide transportation projects, including transit-related studies, or to subsidize paratransit demand response transportation services.

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 will include, but not be limited to administrative, operating, Mobility Management/Call Center Services and costs incurred by PACE to manage the Ride Lake County Project extended demand response services in Lake County, subject to prior approval by the COUNTY.

- 4.2 PACE shall review and consider the Administrative Policies and/or Procedures developed and recommended for the PROJECT by the COUNTY.
- 4.3 PACE and the COUNTY shall review this Agreement at least 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 Ride Lake County 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 PROJECT by the COUNTY, 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. Any service parameters developed by the COUNTY will be subject to approval and adoption by PACE.
- 4.7 PACE shall review and consider any service standards developed by the COUNTY. PACE shall work in cooperation with the COUNTY, to establish consistent service standards applicable to the PROJECT, subject to the approval of the COUNTY and PACE.
- 4.8 PACE will have the right to make minor revisions to the service standards upon written notification to, and concurrence by, the COUNTY.
- 4.9 PACE shall be responsible for performance of the day-to-day operations of the PROJECT and shall enter into contracts with Carriers for the delivery of Paratransit Services and Mobility Management/Call Center Services including but not limited to booking reservations, trip scheduling and dispatch services; said Carriers shall be subcontractors responsible to Pace.
- 4.10 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 PROJECT that have been provided by PACE directly or through Carriers within 60 days following the end of each month of service.

- 4.11 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.
- 4.12 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 will not require the approval of the COUNTY.
- 4.13 PACE subcontractor dispatch personnel shall be available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.14 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 of service.
- 4.15 PACE shall provide a standardized monthly report to the COUNTY as described in Exhibit C, attached.
- 4.16 Although PACE will 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.
- 4.17 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 as may be required by State or local governmental and/or regulating authorities will be maintained in good standing annually.
- 4.18 PACE will comply with the following provisions of the TSA's between Lake County and the RTA as they exist currently (Contract Numbers S5310-2015-11 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 4.19 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 of the Technical Services Contract between the RTA and Lake County
- 4.19 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 business days of execution.
- 4.20 Upon request, the COUNTY will be entitled to have access to the records maintained by PACE with respect to this Agreement.
- 4.21 The Parties shall cooperate to ensure that no person will 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.
- 4.22 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 PROJECT.
- 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 and 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.
- 5.4 The Parties agree that any non-compliance by PACE with sections 5.1, 5.2, or 5.3 above, will render this Agreement voidable at the sole discretion of the COUNTY.

6.0 INDEMNIFICATION.

PACE shall indemnify and defend the COUNTY, its officers, employees, and 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 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 will be in effect beginning May 1, 2022 and it will continue through December 31, 2022, 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 90 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 will 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 will not constitute a waiver of that right or remedy.
- 8.3 **Assignment.** No Party will 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 will 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, will be implied or impressed upon this Agreement.

Each Party represents and warrants to the other Party that: (a) each Party has conducted such independent review, investigation, and analysis (financial and otherwise) and obtained such independent legal advice as desired by the Party to evaluate this Agreement and the transaction(s) contemplated by this Agreement; (b) PACE has not made any representations or warranties to COUNTY and the COUNTY has not made any representations or warranties to PACE 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 and PACE has relied only upon such representations and/or warranties by COUNTY that are specifically and expressly set forth in this Agreement and have not relied upon any other representations or warranties (whether oral or written or express or implied), omissions, or silences. Without limiting any representations and/or warranties made 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 and PACE acknowledges that COUNTY will not have or be subject to any liability to PACE resulting from the distribution to PACE or PACE's use of any information, including any information provided or made available to PACE or any other document or information in any form provided or made available to PACE, 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 will 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 will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.
- 8.9 **Binding Effect.** This Agreement will 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 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

- 8.11 **Governing Law, Jurisdiction, and Venue.** This Agreement will 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 will be deemed to be the date that the signing Party signed this Agreement.
- 8.13 **Notice.** Any notice under this Agreement must be in writing and 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 will 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 must 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:
If to COUNTY:

Lake County Division of Transportation
600 W. Winchester Road
Libertyville, IL 60048
Attn: Kevin J. Carrier, P.E.
Director of Planning & Programming

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

**PACE, THE SUBURBAN BUS DIVISION OF
THE REGIONAL TRANSPORTATION
AUTHORITY**

Melinda J. Metzger
Interim Executive Director

Date: _____

COUNTY OF LAKE

Authorized Representative

Date: _____

**EXHIBIT A
THE RIDE LAKE COUNTY
PROJECT DESCRIPTION
OF SERVICE**

SERVICE EXPANSION	The Ride Lake County service expansion or service changes will be at the discretion of the COUNTY. This includes the timeline for implementing service parameter and or geographic service area changes.
TYPE OF SERVICE	Curb-to-curb Paratransit Bus Service, including the supplementary use of taxicabs. Door-to-door service may be available upon request by the customer and approval by PACE.
SERVICE OPERATED BY	PACE will contract with transportation provider(s) (the “Contractor”) to provide Ride Lake County service, which is the subject of this Agreement.
TRIP RESERVATION METHOD	<p>Call Center Reservation Hours: Monday to Sunday: 5:30 a.m. to 6:00 p.m.</p> <p><u>Ride Lake County PROJECT</u> Senior and individuals with disabilities passengers may make reservations two (2) hours to seven (7) days in advance of the requested trip. *-Reservations for Monday trips can be made on Friday.</p>
SUBSCRIPTION SERVICE	Subscription service is allowable, as defined by PACE, the Suburban Bus Division of the Regional Transportation Authority. The COUNTY shall retain the ability to modify the percentage of subscriptions on the service.

SERVICE AREA	<p>The service area for the Ride Lake County Project is illustrated in Exhibit C. The entirety of the Lake County is now within the coverage area. Additionally, rides are allowed to originate or end within municipal boundaries extending outside of Lake County’s boundaries, so long as the rider either originates and/or terminates within Lake County municipality or township, which include the City of Highland Park, City of Highwood, City of Lake Forest, City of North Chicago, City of Park City, City of Waukegan, City of Zion, Village of Antioch, Village of Bannockburn, Village of Barrington, Village of Barrington Hills, Village of Beach Park, Village of Buffalo Grove, Village of Deer Park, Village of Deerfield, Village of Fox Lake, Village of Fox River Grove, Village of Grayslake, Village of Green Oaks, Village of Gurnee, Village of Hainesville, Village of Hawthorn Woods, Village of Indian Creek, Village of Island Lake, Village of Kildeer, Village of Lake Barrington, Village of Lake Bluff, Village of Lake Villa, Village of Lake Zurich, Village of Lakemoor, Village of Libertyville, Village of Lincolnshire, Village of Lindenhurst, Village of Long Grove, Village of Mettawa, Village of Mundelein, Village of North Barrington, Village of Old Mill Creek, Village of Port Barrington, Village of Riverwoods, Village of Round Lake, Village of Round Lake Beach, Village of Round Lake Heights, Village of Round Lake Park, Village of Third Lake, Village of Tower Lakes, Village of Vernon Hills, Village of Volo, Village of Wadsworth, Village of Wauconda, Village of Wheeling, Village of Winthrop Harbor, Cuba Township, Elia Township, Antioch Township, Avon Township, Benton Township, Fremont Township, Grant Township, Lake Villa Township, Libertyville Township, Moraine Township, Newport Township, Shields Township, Vernon Township, Warren Township, Wauconda Township, Waukegan Township, West Deerfield Township, and Zion Township.</p>
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	<p>Service includes inter-community transportation to and from the service boundaries designated above. Trips must originate and/or terminate within the boundaries of Lake County.</p>
SERVICE HOURS	<p>Monday through Sunday - 6:00 a.m. to 6:00 p.m.</p> <p>Service will not operate on the following holidays on the days observed: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.</p> <p>Note: Service hours for the Ride Lake County Project may be changed at the request of the COUNTY and approval of PACE.</p>
FARES	<p>Ride Lake County will operate on a distance tiered fare structure as described below: Mileage Based Fare from 0-5.0 miles will be: \$2.00; Mileage Based Fare from 5.01 to 10.0 miles will be \$4.00; Mileage Based Fare from 10.01 or longer will be \$6.00.</p> <p>Riders will be told the amount of their fare by the Mobility Management/CallCenter when their reservation is made.</p> <p>Rider as defined below in the Rider Eligibility section.</p> <p>Seniors are defined as individuals sixty (60) years and older. People with disabilities shall provide their RTA Reduced Fare Permit number to verify their disability.</p> <p>Personal Care Attendants ("PCAs") & Companions: PCAs ride free with their fare-paying client. Companions pay the full fare and are limited to vehicle capacity. Up to two (2) children age seven (7) and under, may ride free with a fare-paying passenger.</p> <p>The fare structure for the Ride Lake County PROJECT may be changed at the discretion of the COUNTY with written notice clearly defined in writing by the COUNTY.</p>
SERVICE CAPACITY	<p>Capacity is projected at annual 37,210 revenue hours. Additional capacity may be added at the discretion of the COUNTY but is contingent upon the availability of vehicles.</p>

<p>RIDER ELIGIBILITY</p>	<p>The COUNTY will be responsible for setting rider eligibility and guidelines.</p> <p>The COUNTY classifies riders into two categories; (a) seniors; and (b) individuals with disabilities. Seniors are defined as individuals sixty (60) years and older. Senior shall provide their date of birth at the time of registration to be considered eligible for the PROJECT. Individuals with disabilities shall provide their RTA Reduced Fare Permit number at the time of registration to be considered eligible for the PROJECT.</p> <p>Passengers are to be referred to Lake County Division of Transportation at 847-377-7400 for eligibility information.</p> <p>The aforementioned two rider categories are eligible to travel within the incorporated boundaries of Lake County as well as each Lake County municipality or township, which include the City of Highland Park, City of Highwood, City of Lake Forest, City of North Chicago, City of Park City, City of Waukegan, City of Zion, Village of Antioch, Village of Bannockburn, Village of Barrington, Village of Barrington Hills, Village of Beach Park, Village of Buffalo Grove, Village of Deer Park, Village of Deerfield, Village of Fox Lake, Village of Fox River Grove, Village of Grayslake, Village of Green Oaks, Village of Gurnee, Village of Hainesville, Village of Hawthorn Woods, Village of Indian Creek, Village of Island Lake, Village of Kildeer, Village of Lake Barrington, Village of Lake Bluff, Village of Lake Villa, Village of Lake Zurich, Village of Lakemoor, Village of Libertyville, Village of Lincolnshire, Village of Lindenhurst, Village of Long Grove, Village of Mettawa, Village of Mundelein, Village of North Barrington, Village of Old Mill Creek, Village of Port Barrington, Village of Riverwoods, Village of Round Lake, Village of Round Lake Beach, Village of Round Lake Heights, Village of Round Lake Park, Village of Third Lake, Village of Tower Lakes, Village of Vernon Hills, Village of Volo, Village of Wadsworth, Village of Wauconda, Village of Wheeling, Village of Winthrop Harbor, Cuba Township, Ela Township, Antioch Township, Avon Township, Benton Township, Fremont Township, Grant Township, Lake Villa Township, Libertyville Township, Moraine Township, Newport Township, Shields Township, Vernon Township, Warren Township, Wauconda Township, Waukegan Township, West Deerfield Township, and Zion Township.</p>
<p>RIDER REGISTRATION FOR RIDE LAKE COUNTY PROJECT</p>	<p>All passengers shall be registered by the Mobility Management/Call Center upon request for transportation. Individuals with disabilities shall provide their RTA Reduced Fare Permit number at the time of registration to eligible for the PROJECT. All passengers shall provide the Mobility Management/Call Center with a valid birthdate before service can be provided.</p> <p>The COUNTY shall be responsible for all passenger eligibility guidelines. PACE will not be responsible for false information provided by the passenger or the passenger's representative. Database on registered passengers will be limited to information captured during the tripbooking process. Passenger registration information will be provided to the COUNTY.</p>

Exhibit B

Ride Lake County Service Area

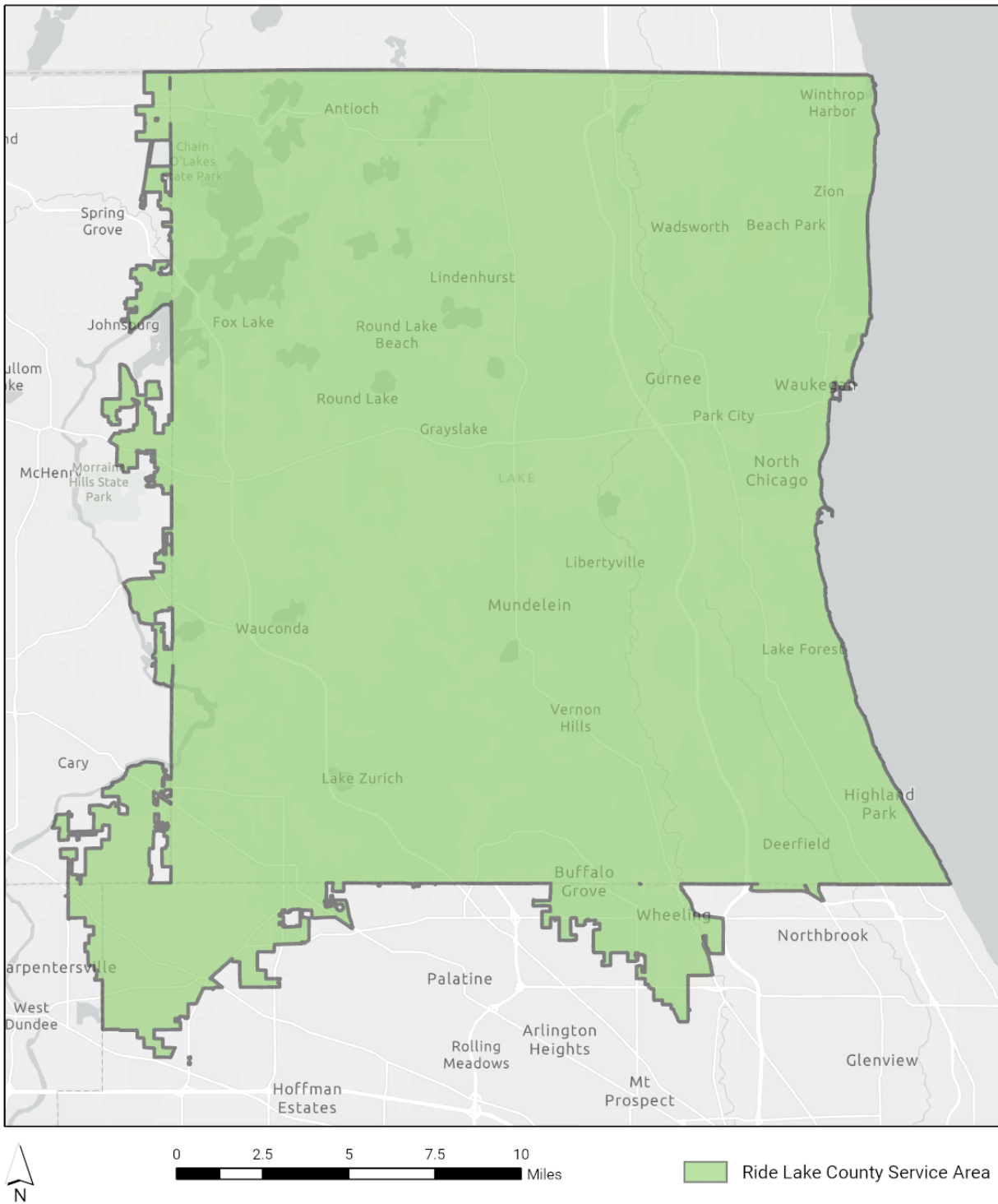


EXHIBIT C
REPORT(S) DESCRIPTION
RIDE LAKE COUNTY PROJECT

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride Lake County Project.

1. **Detailed Funding Source Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride Lake County Project funding source for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. 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, trip purpose, total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

2. **Monthly Funding Source Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding source for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods 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, trip purpose, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on PACE and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

3. **Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride Lake County Project service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

4. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

Ridership by Category Report – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

Client Trip List Report – 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.

Future Needs – Additional reports may be designed as needed by PACE, Ride Lake County Project Partners, and with the input of the COUNTY.