



Memorandum

175 W Jackson Blvd
Suite 1550
Chicago, IL 60604
312 913 3200
rtachicago.org

To: Board of Directors
From: Leanne P.
Redden, Executive
Director
Date: February 1, 2023

Re: Ordinance Authorizing an Intergovernmental Agreement with Pace for Customer Transportation to the RTA's ADA Paratransit Assessment Sites

Action Requested

Staff is requesting RTA Board adoption of an ordinance authorizing the Executive Director to execute an intergovernmental agreement (IGA) between the Regional Transportation Authority ("RTA") and Pace, the Suburban Bus Division of the RTA ("Pace") to provide transportation for the RTA's customers applying for the Americans with Disabilities Act (ADA) paratransit service to one of the RTA's ADA Paratransit Interview and Assessment Sites.

Background

The RTA is responsible for determining customer eligibility for ADA paratransit service provided by Pace in this region. In order to determine eligibility, the RTA requires that customers participate in an in-person interview and assessment process at one of the RTA ADA Paratransit Interview and Assessment Sites. After a customer's initial visit to one of the RTA ADA Paratransit Interview and Assessment sites, customers are only required to return once every (four) 4 years for a reassessment. However, approximately 20% of customers are never required to return because, due to the nature of their disability or health condition, their functional ability to use fixed route transportation is not expected to change. Annually, approximately 17,000 customers travel to one of our sites.

Chapter 9.4.4 of the Federal Transportation Administration's (FTA) Circular 4710.1, which provides guidance on Americans with Disabilities Act (ADA) compliance, provides that transit agencies requiring applicants to travel to an interview and assessment center as part of the eligibility determination process, must offer transportation to and from the center at no charge to the customer. In this region, the RTA utilizes Pace's paratransit service to provide transportation for customers to the RTA interview and assessment sites and Pace passes the cost of these trips

from the carriers through to the RTA. This approach utilizes the economies of scale, negotiated by Pace with their carriers, to obtain the most cost-effective pricing for these site trips and eliminates the administrative burden for the RTA in coordinating transportation.

Terms of the IGA and Budget Impact

As outlined in the IGA, the RTA will reimburse Pace for all costs for said transportation services at a vehicle service hour reimbursement rate. The rates per carrier are listed in Exhibit A of the IGA. These rates are negotiated by Pace with their contractual ADA paratransit carriers and taxi companies. As Pace renegotiates their contracts with the carriers, the rates established during the renegotiation process will be passed through to the RTA, and in turn, this agreement will be amended to reflect new rates as needed. In addition, the RTA will pay Pace a direct labor cost of \$12,500.00 per month, which covers the cost of two full-time Pace employees dedicated to the operation of the RTA's ADA Paratransit Interview and Assessment Site transportation needs. This rate will increase 3% annually. Lastly, the RTA will pay Pace an overhead indirect cost rate of 9% on the total direct costs incurred each month. This overhead indirect cost covers Pace's expenses related to ancillary services, such as a portion of rent, technology, invoicing, purchasing, and contracting and management staff time associated with the oversight of services covered by the agreement. For context, in 2019, which was the most recent full year of operations due to a pause in in-person services during the pandemic, the annual expense for these site trips was \$1,789,000.00.

This IGA does not have an end date, however either party may terminate this agreement with 60 days' written notice. In addition, the IGA does not contain a total cost, as the service is provided at a vehicle service hour reimbursement rate based on the RTA's customer demand. Pace will submit monthly invoices with per-trip back-up data for the RTA's review before payment. The 2023 budget contains sufficient funds to cover the cost for our customer transportation needs. Future years' costs will be included in the RTA's budget subject to Board appropriation on an annual basis.

Prepared by: Mobility Services Department

LPR/MV/MK
Attachment



**Ordinance No.
2023-**

175 W Jackson Blvd
Suite 1550
Chicago, IL 60604
312 913 3200
rtachicago.org

WHEREAS, pursuant to Article VII, Section 10 (a) of the 1970 Constitution of the State of Illinois, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), and Article III-A of the Regional Transportation Authority Act, (70 ILCS 3615/3A.09), the Regional Transportation Authority (the “Authority” or “RTA”) and Pace are authorized to cooperate and contract with each other to exercise their powers in any manner not otherwise prohibited by law;

WHEREAS, in compliance with the Americans with Disabilities Act of 1990 (“ADA”), Pace provides origin-to-destination complementary paratransit services for eligible individuals with disabilities using its own vehicles, private contractors, and taxicab companies (referred to collectively herein as “Carriers”);

WHEREAS, as one of its programs, the Authority provides interviews and assessments for individuals applying for ADA paratransit eligibility in the RTA service area and for recertification for currently eligible individuals (“RTA Customers”);

WHEREAS, the Authority has established a number of sites at which it will conduct said interviews and assessments;

WHEREAS, the Authority has requested that Pace provide transportation services to RTA Customers with Pace’s current Carriers and any additional Carriers with whom Pace subsequently may contract, and Pace desires to provide the requested transportation services;

WHEREAS, the IGA does not contain an end date, however either party may terminate the agreement with 60 days’ written notice;

WHEREAS, the IGA does not contain a total cost, as the service is provided at a vehicle service hour reimbursement rate based on the RTA’s customer demand in addition to administrative fees; and

WHEREAS, annual costs will be included in the RTA’s budget subject to Board approval.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE REGIONAL TRANSPORTATION AUTHORITY THAT:

1. The Executive Director of the Authority is hereby authorized to execute an Intergovernmental Agreement with Pace, substantially in the form attached

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hereto, wherein the Authority will provide funding for the project and services therein described.

- 2.** The Executive Director of the Authority is further authorized to execute any amendments to the Intergovernmental Agreement with Pace necessitated by and resulting from changes in cost or fees borne by Pace pursuant to its contracts with Carriers.
- 3.** The Executive Director is hereby authorized to take such actions as the Executive Director deems necessary or appropriate to administer, enforce and implement this ordinance and said agreement.

EXHIBIT A

PAYMENT SCHEDULE

The monthly payment to Pace shall be the sum of:

1. Reimbursement to Pace for services provided to RTA Customers on a Vehicle Service Hour basis.
2. Reimbursement to Pace for taxicab trips.
3. Reimbursement to Pace for contracted Transportation Network Company (TNC) trips.
4. Reimbursement to Pace for Pace's direct labor cost.
5. An overhead, indirect cost rate of 9% added to the total costs incurred (items 1-3 above).

Pace's Regional Mobility Management Call Center (RMMCC) will schedule RTA trips to the lowest cost provider available during the time requested.

1. Carriers Vehicle Service Hours will be calculated in the following manner:

"Vehicle Service Hour" shall mean an hour that an individual vehicle is operated by a Carrier in connection with this Agreement in the service of transporting passengers, going to or coming from a passenger delivery or pick-up, providing service as described in this Agreement, or otherwise available for service as authorized by Pace, provided that any time taken for driver's breaks, lunches, other personal business or other "out of service" activities is excluded.

Vehicle Service Hours shall not include time taken or assessed for lunch, which shall be calculated by deducting the time taken between the last drop-off before lunch and the first pick-up after lunch. This time must be clearly identified on the driver log sheets. If there is no deduction for meals on a route of 7.5 hours or more, and there is not a deduction for time during which a meal may have been taken, Pace may designate free time in the route as meal time.

Vehicle Service Hours shall not include the following "out of service" activities:

- (a) Deadhead time to/from the garage for first pick-up, last drop-off;
- (b) Travel time to and from a garage or other facility for fueling, vehicle maintenance, etc.;
- (c) Breakdowns or accidents, except that the disabled vehicle shall be considered "in service" until all RTA Customers have been transferred to a relief vehicle, at which time the relief vehicle will be considered "in service";
- (d) In the event of a breakdown or accident when there are no RTA Customers on board, the disabled vehicle will be considered "out of service" at the time the breakdown or accident occurs; and
- (e) Elapsed time from the last drop-off to the next pick-up in excess of 90 minutes, unless an explanation for the elapsed time is submitted to Pace by the Carrier with the Monthly Report Package and it is found to be reasonable by Pace and the

Authority. For the purposes of determining elapsed time in excess of 90 minutes, no shows and late cancels may be considered to be a reasonable explanation for such an occurrence.

The average Vehicle Service Hour average reimbursement rates for Carriers, effective January 1 through December 2023, are listed below. The amount was calculated based on trips provided for RTA during July and August 2022. The actual amount of the trip will be charged. Pace contract carriers have a fixed rate that is spread across all trips provided plus an additional cost based on revenue hour rates. If the Vehicle Service Hour reimbursement rate changes, Pace shall promptly provide written notice to the Authority in advance of the new effective date. In no case shall the Vehicle Service Hour reimbursement rate exceed the prevailing contract rates chargeable to Pace and in effect at the time the service is provided.

Average cost per trip based on July/August 2022*

- Chicago – Cook-DuPage Transportation, Inc. (CDT) \$68.85
- Chicago – First Transit (FT) \$56.37
- Chicago – MV Transportation, Inc. (MV) \$84.18
- Chicago – SCR Medical Transportation, Inc. (SCR) \$82.28

*Subject to City of Chicago annual minimum wage increase affecting rates

2. Taxicab Reimbursement Rates will be calculated in the following manner:

The Taxicab Reimbursement Rates, effective January 1, 2023, shall be as listed below. The Taxicab Reimbursement Rate shall not exceed the schedule of fares established between Pace and the taxicab companies. Pace shall promptly provide written notice to the Authority of any new taxicab company and/or rate changes in advance of the new effective date.

	Ambulatory Base Rate	Ambulatory Per Mile	Non-Ambulatory Bae Rate	Non-Ambulatory Per Mile
Taxi SCR Chicago (1)	\$7.37	\$3.77	\$17.90	\$3.94
Blue Ribbon Chicago	\$9.80	\$4.90	\$28.00	\$6.40
303 Chicago (2)	\$22.08	\$3.04	\$38.63	\$3.04
303 Suburban (2)	\$22.08	\$3.45	\$88.31	\$345

Notes:

(1) includes 1st mile

(2) Includes up to 5 miles

3. TNC Reimbursement Rates will be calculated in the following manner:

The TNC Reimbursement Rates for UZURV-Adaptive Transportation Network Company (TNC), effective January 1, 2023, shall be as listed below. The Rideshare Reimbursement Rate shall not exceed the schedule of fares established between Pace and UZURV. Pace shall promptly provide written notice to the Authority of any new rideshare company and/or rate changes in advance of the new effective date, consistent with requirements in

the Agreement.

UZURV Ambulatory Projected Cost per Trip

Miles	Min/mile	Price		Miles	Min/Mile	Price
1	5.1	\$28.00		11	2.0	\$48.07
2	3.8	\$28.00		12	1.9	\$50.36
3	3.2	\$28.00		13	1.8	\$52.80
4	2.9	\$30.24		14	1.8	\$55.14
5	2.7	\$32.83		15	1.7	\$57.36
6	2.5	\$35.53		16	1.6	\$59.48
7	2.4	\$38.20		17	1.6	\$62.20
8	2.3	\$40.80		18	1.6	\$64.52
9	2.2	\$43.22		19	1.6	\$67.00
10	2.1	\$45.63		20	1.6	\$69.49

UZURV Non-Ambulatory Projected Cost per Trip

Miles	Price		Miles	Price
1	\$47.03		11	\$87.33
2	\$51.06		12	\$91.36
3	\$55.09		13	\$95.39
4	\$59.12		14	\$99.42
5	\$63.15		15	\$103.45
6	\$67.18		16	\$107.48
7	\$71.21		17	\$111.51
8	\$75.24		18	\$115.54
9	\$79.27		19	\$119.57
10	\$83.30		20	\$123.60

4. Pace Direct Labor Cost

During 2018, Pace will be allocated a direct labor cost of \$12,500 per month for management support for this service. This amount will be increased by 3% for each of the remaining years of the Agreement. The Direct Labor Cost includes labor and benefits costs for two (2) Pace full-time equivalents (FTEs), who will provide direct program management, interfacing directly with RTA, the Carriers and with assessment site personnel on behalf of RTA.

5. Overhead Indirect Cost Rate

An overhead indirect cost at the rate of 9% will be applied to the Total Direct Costs incurred each month as described in items 1-3 of *Exhibit A*. This indirect cost covers expenses related to ancillary services such as invoicing, purchasing and contracting, a portion of rent and technology, and management staff time associated with the oversight of services covered under this agreement.

INTERGOVERNMENTAL AGREEMENT
between
THE REGIONAL TRANSPORTATION AUTHORITY
and
PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY, FOR
TRANSPORTATION TO ADA PARATRANSIT CERTIFICATION MOBILITY ASSESSMENT CENTERS

This Agreement is made and entered into by and between the Regional Transportation Authority, a unit of local government, body politic, political subdivision and municipal corporation ("*RTA*" or the "*Authority*"), and Pace, the Suburban Bus Division of the Regional Transportation Authority, a unit of local government, body politic, political subdivision and municipal corporation ("*Pace*") (each individually, a "*Party*" and collectively the "*Parties*").

WHEREAS, the 1970 Constitution of the State of Illinois, Article VII, Section 10(a), provides, in relevant part, that "[u]nits of local government and school districts may contract or otherwise associate among themselves, with the State, with other states and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance."

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides, in relevant part, that "[a]ny power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law."

WHEREAS, the Authority and Pace are further authorized to cooperate with each other under Article III-A of the Regional Transportation Authority Act, 70 ILCS 3615/3A.09.

WHEREAS, in compliance with the Americans with Disabilities Act of 1990 ("*ADA*"); Pace provides origin-to-destination complementary paratransit services for eligible individuals with disabilities using its own vehicles, private contractors, and taxicab companies (referred to collectively herein as "*Carriers*").

WHEREAS, as one of its programs, the Authority provides interviews and assessments for individuals applying for ADA paratransit eligibility in the RTA service area and for recertification for currently eligible individuals ("*RTA Customers*").

WHEREAS, the Authority has established a number of sites at which it will conduct said interviews and assessments ("*Mobility Assessment Centers*").

WHEREAS, the Authority has requested that Pace provide transportation services to RTA Customers with Pace's current Carriers and any additional Carriers with whom Pace subsequently may contract, and Pace desires to provide the requested transportation services.

Now THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Preambles. The preambles of this Agreement are hereby incorporated into this text as if set out herein in full.
2. Term of Agreement. This Agreement takes effect on the last date executed by a Party and remains in effect unless terminated by either Party in accordance with the terms herein. 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.
3. Pace's Obligations. Pace will be responsible for providing on-time, origin-to-destination service to and from designated Mobility Assessment Centers or Authority headquarters for those persons with interview and assessment appointments or appeal hearings and up to two (2) accompanying persons. Additional accompanying persons will be accommodated if space permits. Transportation to and from Mobility Assessment Centers and Authority headquarters will be provided at no charge to the riders.
 - a) Pace will provide transportation services only to those RTA Customers referred to Pace by the Authority.
 - b) Pace's transportation service will be provided by its Carriers, in accordance with agreements between Pace and each such Carrier. In the event a Carrier is unable to provide both the ADA Paratransit services that are required under its separate agreement with Pace (if applicable) and the transportation services to be provided under this Agreement, the provision of ADA Paratransit services as required under the Carrier's agreement with Pace will take precedence over the transportation services to be provided under this Agreement.
 - c) Pace will provide transportation to and from designated Mobility Assessment Centers or Authority headquarters for appointments or appeal hearings scheduled during daytime hours, typically between 7:30 a.m. and 5:30 p.m., Monday through Friday (excluding Mobility Assessment Center and Authority holidays). Additionally, the Authority may schedule evening appointments one or more days a week, as well as Saturday appointments two or more days a month.

- d) Pace will input the daily schedules provided by the Authority into Pace's scheduling system for each appointment location. Pace will provide transportation services that will meet the appointment schedule provided by the Authority and will determine the travel routes and assign pick-up times to the Carriers that will provide the transportation services. Assigned pick-up times will be based on the scheduled arrival and departure times for appointments as provided by the Authority.
- e) Pace will schedule pick-up times at the origin address provided for each RTA Customer with sufficient travel time to transport the individual to the designated appointment location by the arrival time provided by the Authority. If the schedules provided by the Authority cannot be accomplished by Pace's Carriers, Pace will immediately notify the Authority to change the schedule, as necessary.
- f) Pace will provide the Authority with a copy of the pick-up schedule for each day on which service is provided prior to close of business on the preceding day.
- g) Pace will notify the RTA Customers of their pick-up times no later than 3 p.m., one business day before the appointment.
- h) An on-time pick-up is defined as the vehicle arriving within 20 minutes after the RTA Customer's scheduled pick-up time for both the origin address and return trip from the appointment location. An on-time arrival at the Mobility Assessment Center or Authority headquarters is defined as arriving between 0 and 30 minutes prior to the RTA Customer's scheduled appointment or appeal hearing time.
- i) If an RTA Customer does not present themselves for a pick-up in the specified boarding window, Pace or the Carrier will attempt to make contact before declaring a "passenger no-show" and the vehicle operator will request permission from the Carrier's dispatcher before departing from the pick-up location.
- j) To best facilitate the timeliness of the eligibility determination process and the efficient operation of the Mobility Assessment Centers, if a trip to an appointment is missed by either Pace or the RTA Customer, Pace will make every reasonable effort to return to pick-up the RTA Customer on the same day for the originally scheduled appointment or for a rescheduled appointment later in the same day.
- k) Pace will make a good faith effort to provide transportation services under this Agreement for RTA Customers using mobility devices including wheelchairs in accordance with the applicable USDOT ADA Regulations then in effect. Pace will document in its monthly reporting all requests for such services, including if and how the RTA Customer was accommodated.

- l) Pace will provide the RTA 30 days written notice prior to any changes in the rates paid to any underlying carrier which form the basis for the payment schedule attached hereto and incorporated herein as Exhibit A. Notice may be made via electronic mail ("*email*") and shall not take effect unless and until receipt of notice is acknowledged by the RTA via email indicating received. RTA will then effectuate an amendment in accordance with the adjusted rates.
4. The Authority's Obligations. The Authority will schedule interview and assessment appointments at the Mobility Assessment Centers and appeal hearings at Authority headquarters and will transmit appointment information to Pace for transportation scheduling.
 - a) The Authority will provide a copy of the schedule of appointments for each day to Pace not later than 3:00 p.m. three (3) business days before the date of service. Any revisions to the schedule must be provided to Pace not later than 2:00 p.m. the business day before the service is to be provided. In the event changes to the schedule occur after 2:00 p.m. the business day before service is to be provided, Pace agrees to use its best efforts to provide the requested services, especially in cases where changes to pick-up or return addresses do not affect the location or time of the scheduled appointment.
 - b) Reimbursement. The Authority will reimburse Pace for all costs involved in providing said transportation services at the prevailing rates indicated in Exhibit A. The RTA will reimburse Pace whether or not the person transported is ultimately determined to be eligible for ADA Paratransit service.
 - c) Appropriation of Funds. The Authority shall seek approval from its Board of Directors (the "*Board*"), as required, for the funds to reimburse Pace for the services outlined in this Agreement. This Agreement is subject to the appropriation of funds by the Board for each calendar (fiscal) year that this Agreement is in effect. If the Board fails to make such an appropriation, the Authority may terminate this Agreement with no further funds due and owing after the date for which funds are appropriated, and subject to the notice provisions in this Agreement.
 - d) Pace will submit an invoice to the Authority for transportation services rendered for each calendar month covered by this Agreement. Invoices will be submitted within sixty (60) days of the end of the calendar month in which service was provided. The monthly invoice will document the trips provided to the RTA Customers in sufficient detail as determined by the RTA to document costs and ridership as identified in Exhibit A. All invoices shall be consistent with the rates reflected in Exhibit A.
 - e) The Authority will make payment to Pace on each invoice received within thirty (30) days after receipt of a completed invoice. Invoices shall be submitted to the RTA at 175

W. Jackson Blvd., Suite 1550, Chicago, Illinois 60604 and/or electronically as determined by the RTA. Payment shall be forwarded to Pace Paratransit, 547 W. Jackson Blvd., Chicago, Illinois 60661 or electronically pursuant to instructions provided by Pace.

- f) The Authority will not pay for any trips that are not provided.
5. Joint Obligations. The Parties jointly: (a) agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement; (b) agree that this Agreement is for the benefit of the Parties and not for the benefit of any third party beneficiary, and that no third party shall have any rights or claims against Pace or the Authority arising from this Agreement; and (c) agree that they may change the apportionment of financial responsibility upon further written consent and authorization of the Parties.
 6. Continuation of the Agreement. This Agreement and the rights and obligations accruing under this Agreement are binding upon the Parties and their respective heirs, legal representatives, successors and assigns.
 7. Termination. Either Party may terminate this Agreement with 60 days written notice to the other Party, or as otherwise provided in this Agreement.
 8. Section Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.
 9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
 10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No changes, modifications or alterations to this Agreement shall be effective without the written consent and authorization of the Parties.
 11. Severability. If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement. The Parties hereby agree that they would have entered into this Agreement and each section, subsection, clause or phrase in this Agreement irrespective of the fact that any

one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

12. Ability to Perform. The Parties hereby each represent and warrant that (a) they have the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement; (b) they have full power to execute, deliver and perform this Agreement and have taken all necessary action to authorize such execution, delivery and performance; (c) the individuals executing this Agreement are duly authorized to sign the same and bind the Parties hereto; and (d) they will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
13. Records. Each Party, to the extent applicable, shall maintain for a minimum of three (3) years after completion of this Agreement, adequate books, records and supporting documents related to the Agreement; the Agreement shall be available for review and audit by each party, and their internal and/or external auditors; and each Party shall cooperate fully with any audit and provide full access to all relevant materials.
14. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
15. Notice. All notice under this Agreement shall be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, to the respective addresses shown below. Notice shall be considered delivered to recipient on the day of delivery if sent by personal service, commercial courier, or email, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail. The Parties will designate email recipients and addresses.

Regional Transportation Authority:

175 W. Jackson Blvd. Suite 1550
Chicago, IL 60604
Attn: Executive Director

Pace:

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

IN WITNESS WHEREOF, this Agreement is entered into by and between the Parties hereto as of the date and year first above written.

REGIONAL TRANSPORTATION AUTHORITY

By: _____

Leanne P. Redden, Executive Director

Date

PACE, THE SUBURBAN BUS DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY

By: Melinda J. Metzger

Melinda J. Metzger, Executive Director

1/24/2023

Date