

SECOND AMENDMENT TO RIDESHARE ACCESS PROGRAM REIMBURSEMENT AGREEMENT

This Second Amendment to Rideshare Access Program Reimbursement Agreement (“Second Amendment”) is between Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, f/k/a Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and the County of DuPage, a body politic and corporate of the State of Illinois (“County”).

On November 19, 2024, the parties entered into a Rideshare Access Program Reimbursement Agreement (“Agreement”), which sets forth the duties and responsibilities of the parties regarding reimbursement by the County to Pace for the County-subsidized portion of the cost of a trip that non-ADA Program riders take with a TNC.

Paragraph 19 of the Agreement provides that no changes, amendments, or modifications to the Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each party.

The parties have amended the Agreement by virtue of that certain First Amendment to Rideshare Access Program Reimbursement Agreement dated February 20, 2026 (“First Amendment”).

Capitalized terms used but not otherwise defined in this Second Amendment will have the meanings ascribed to those terms in the Agreement.

The parties desire to amend the Agreement, including the First Amendment, as described in this Second Amendment and agree as follows:

1. **Amendments.** As of September 1, 2026:
 - a. Exhibit A of the Agreement is deleted in its entirety and replaced with the Exhibit A attached to this Second Amendment.
 - b. Where appearing in the Agreement, including the First Amendment, the references to:
 - i. “Pace, the Suburban Bus Division of the Regional Transportation Authority” and “Pace, the Suburban Bus Division of the RTA” are deleted in their entirety and replaced with “Pace, the Suburban Bus Division of the Northern Illinois Transit Authority, f/k/a Pace, the Suburban Bus Division of the Regional Transportation Authority”;
 - ii. “Regional Transportation Authority Act” are deleted in their entirety and replaced with “Northern Illinois Transit Authority Act f/k/a Regional Transportation Authority Act”; and
 - iii. “Regional Transportation Authority” are deleted in their entirety and replaced with “Northern Illinois Transit Authority f/k/a Regional Transportation Authority.”

2. **Effective Date.** This Second Amendment is effective beginning on the date on which Pace signs this Second Amendment. If a party signs this Second Amendment but fails to date its signature, the date that the other party receives the signing party's signature on this Second Amendment will be deemed to be the date that the signing party signed this Second Amendment.

3. **Incorporation of Recitals.** The introductory recitals are hereby incorporated into and made a part of this Second Amendment.

4. **Headings.** The headings in this Second Amendment are for reference and convenience only and will not affect the meaning or interpretation of this Second Amendment.

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

6. **Electronic Signatures.** This Second Amendment may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Second Amendment.

7. **Remainder of Agreement.** Except as provided in this Second Amendment, the Agreement, including the First Amendment, will remain unchanged and in full force and effect.

8. **Authorization.** Each party represents and warrants that its signatory to this Second Amendment has full authority to sign this Second Amendment on its behalf.

The parties have caused this Second Amendment to be executed by their respective duly authorized signatory on the dates below.

PACE

COUNTY

By: _____
Signature

By: _____
Signature

Print Name: Melinda J. Metzger

Print Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROGRAM PROFILE

A trip must be completely within the Region.

The County will subsidize the first \$15.00 of the cost of a trip that eligible riders enrolled in the Program take with a TNC. Eligible riders will be responsible for paying:

- any portion of the cost of the trip that exceeds \$15.00;
- any TNC surcharge applicable to the trip (*e.g.*, advance booking surcharge); and
- any driver tips.

All trip amounts for which an eligible rider is responsible to pay will be charged to the eligible rider's payment method on file with the TNC.

The County will subsidize no more than 40 one-way trips per month for each eligible rider enrolled in the Program. Eligible riders will be responsible for the full cost of trips exceeding that monthly limit.