
This Intergovernmental Agreement (the “Agreement”) is entered into by and between the County of McHenry (hereinafter referred to as “COUNTY”), the City of Crystal Lake, the City of Harvard, the City of Marengo, the City of McHenry, the City of Woodstock, the Village of Fox River Grove, the Village of Hebron, the Village of Huntley, the Village of Johnsburg, the Village of Richmond, the Village of Ringwood, and the Village of Union (hereinafter referred to collectively as “MUNICIPALITIES”), the Township of Alden, the Township of Dorr, the Township of Grafton, the Township of Greenwood, the Township of Marengo, the Township of McHenry, the Township of Nunda, the Township of Richmond, and the Township of Riley (hereinafter referred to collectively as “TOWNSHIPS”) for the purpose of improving dial-a-ride transit services in McHenry County. The COUNTY, MUNICIPALITIES, and TOWNSHIPS shall hereinafter referred to collectively as the “Partner Agencies.”

1. **Service**. The Partner Agencies agree to coordinate one dial-a-ride transit service called “MCRide,” contracted with Pace Suburban Bus, to improve service delivery, reduce administrative costs, and better utilize grant monies. MCRide shall be provided to the general public, seniors, and people with disabilities as set forth herein within the Service Area, defined in Section 5 below. The Partner Agencies agree to define seniors as individuals sixty (60) years of age and older.

   A. The Partner Agencies agree that the COUNTY will contract with Pace Suburban Bus to offer MCRide within the Service Area;

   B. The Partner Agencies agree the MUNICIPALITIES, Marengo Township, and Riley Township shall provide MCRide to the general public within the Service Area; and,

   C. The Partner Agencies agree the TOWNSHIPS shall provide MCRide to seniors and individuals with disabilities within the Service Area.

2. **Term**. This Agreement will be in effect starting on January 1, 2020 and shall end on December 31, 2020. The Partner Agencies agree that the intergovernmental agreement for MCRide service for 2021 shall be subject to approval before December 31, 2020.

3. **Payments**. The Partner Agencies agree that each shall contribute the amounts set forth below to pay for a portion of the cost of MCRide:

   A. Each of the MUNICIPALITIES shall pay the 2020 Annual Contribution amount shown in Table 1 below. The COUNTY shall invoice the MUNICIPALITIES quarterly. Each of the MUNICIPALITIES agrees that all funding from Pace will continue to be dedicated to MCRide.
Table 1

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Financial Need Category</th>
<th>Per Capita (Based on Need)</th>
<th>2019 Annual Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crystal Lake</td>
<td>Low</td>
<td>$1.45</td>
<td>$59,077</td>
</tr>
<tr>
<td>Fox River Grove</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$6,068</td>
</tr>
<tr>
<td>Huntley</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$30,364</td>
</tr>
<tr>
<td>Johnsburg</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$7,921</td>
</tr>
<tr>
<td>McHenry</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$33,740</td>
</tr>
<tr>
<td>Ringwood</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$1,045</td>
</tr>
<tr>
<td>Woodstock</td>
<td>Moderate</td>
<td>$1.25</td>
<td>$30,963</td>
</tr>
<tr>
<td>Harvard</td>
<td>High</td>
<td>$1.05</td>
<td>$9,919</td>
</tr>
<tr>
<td>Marengo</td>
<td>High</td>
<td>$1.05</td>
<td>$8,030</td>
</tr>
<tr>
<td>Richmond</td>
<td>High</td>
<td>$1.05</td>
<td>$1,968</td>
</tr>
<tr>
<td>Union</td>
<td>High</td>
<td>$1.05</td>
<td>$609</td>
</tr>
<tr>
<td>Hebron</td>
<td>Very High</td>
<td>$0.85</td>
<td>$1,034</td>
</tr>
</tbody>
</table>

B. Each of the TOWNSHIPS shall pay the 2020 Annual Contribution amount shown in Table 2 below. The COUNTY shall invoice the TOWNSHIPS no more frequently than quarterly.

Table 2

<table>
<thead>
<tr>
<th>Township</th>
<th>Population Category (2010 Census)</th>
<th>2019 Annual Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grafton</td>
<td>30,000 to 60,000</td>
<td>$7,560</td>
</tr>
<tr>
<td>McHenry</td>
<td>30,000 to 60,000</td>
<td>$7,560</td>
</tr>
<tr>
<td>Nunda</td>
<td>30,000 to 60,000</td>
<td>$7,560</td>
</tr>
<tr>
<td>Dorr</td>
<td>10,000 to 30,000</td>
<td>$5,040</td>
</tr>
<tr>
<td>Greenwood</td>
<td>10,000 to 30,000</td>
<td>$5,040</td>
</tr>
<tr>
<td>Alden</td>
<td>under 10,000</td>
<td>$2,520</td>
</tr>
<tr>
<td>Marengo</td>
<td>under 10,000</td>
<td>$2,520</td>
</tr>
<tr>
<td>Richmond</td>
<td>under 10,000</td>
<td>$2,520</td>
</tr>
<tr>
<td>Riley</td>
<td>under 10,000</td>
<td>$2,520</td>
</tr>
</tbody>
</table>

C. The COUNTY shall pay the remainder of the costs of MCRide.

4. **Service Fare.** The Partner Agencies agree to the fare structure as shown in Table 3 (the “Service Fare”).
Table 3

<table>
<thead>
<tr>
<th>Fare Type</th>
<th>Base Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Public Base Fare (First 5 Miles)</td>
<td>$3.00</td>
</tr>
<tr>
<td>Senior Citizen Base Fare (First 5 Miles)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Person with Disability Base Fare (First 5 Miles)</td>
<td>$1.50</td>
</tr>
<tr>
<td>Fare per Mile After First 5 Miles</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

5. Service Area. The Partner Agencies agree that MCRide shall operate within all areas of the MUNICIPALITIES and the TOWNSHIPS and as further depicted in Exhibit A, attached hereto and incorporated herein (the “Service Area”).

6. Service Hours. The Partner Agencies agree that MCRide shall operate during the hours detailed in Table 4 (the “Service Hours”).

Table 4

<table>
<thead>
<tr>
<th></th>
<th>Monday-Friday Start</th>
<th>Monday-Friday End</th>
<th>Saturday-Sunday Start</th>
<th>Saturday-Sunday End</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Hours</td>
<td>6:00 a.m.</td>
<td>7:00 p.m.</td>
<td>9:00 a.m.</td>
<td>5:00 p.m.</td>
</tr>
<tr>
<td>Reservation Hours</td>
<td>5:30 a.m.</td>
<td>6:00 p.m.</td>
<td>8:30 a.m.</td>
<td>4:00 p.m.</td>
</tr>
</tbody>
</table>

7. Service Reservations. The Partner Agencies agree to allow trip reservations for general public riders no more than two (2) days before the requested trip, and no less than two (2) hours before the requested trip, and trip reservations for seniors and individuals with disabilities no more than seven (7) days before the requested trip, and no less than two (2) hours before the requested trip (the “Service Reservations”).

8. Modifications to Services. The Partner Agencies agree the COUNTY may modify the MCRide services (Service Fare, Service Area, Service Hours, and Service Reservations) at its discretion upon fourteen (14) days written notification to the Partner Agencies affected by the modification. The Partner Agencies further agree the COUNTY may modify the Agreement by the addition or deletion of municipalities and/or townships as Partner Agencies. The COUNTY and any additional municipality and/or township shall execute an amendment to this Agreement setting forth the 2020 Annual Contribution, prorated as applicable, and modifications to the services (Service Fare, Service Area, Service Hours, and Service Reservations), if any. The Partner Agencies agree to monitor cost effectiveness and periodically provide feedback to the COUNTY regarding MCRide.

9. Headings. The headings of several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and are in no way intended to define, limit, or describe the scope or intent of any provision of this Agreement; nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

10. Indemnification. Each of the MUNICIPALITIES and TOWNSHIPS, in response to all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands arising from this Agreement and caused by the actions of its elected officials, duly appointed officials, agents, employees and representatives, hereby agree to indemnify, defend, and hold harmless the COUNTY and each of the remaining MUNICIPALITIES and TOWNSHIPS, their elected officials, duly appointed officials, agents, employees and representatives from and against all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands.
Likewise, the COUNTY agrees to indemnify, defend, and hold harmless each of the MUNICIPALITIES and TOWNSHIPS their elected officials, duly appointed officials, agents, employees and representatives from and against all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands in response to all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, or demands arising from this Agreement and caused by the actions of its elected officials, duly appointed officials, agents, employees and representatives.

11. **Waiver.** A Partner Agency’s failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

12. **Severability.** The terms of this Agreement shall be severable. In the event any of the terms or provision of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

13. **Choice of Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois. Venue for the resolution of any disputes or the enforcement of any right pursuant to this Agreement shall be in the Circuit Court of McHenry County, Illinois.

14. **No Personal Liability.** No official, director, officer, agent, or employee of the COUNTY shall be charged personally or held contractually liable under any term or provision of the Agreement or because of their execution, approval or attempted execution of this Agreement.

15. **Modification or Amendment.** This Agreement, the documents it incorporates, and its attachments constitute the entire Agreement of the Partner Agencies on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the Partner Agencies, except as set forth in Sections 8 and 17 herein. The Partner Agencies agree that no representations or warranties shall be binding upon the Partner Agencies unless expressed in writing herein or in a duly executed amendment hereof.

16. **Notices Required Under this Agreement.** Any notice required by the provisions of this Agreement shall be mailed to:

- **Attn: Director of Transportation/County Engineer**
  - McHenry County Division of Transportation
  - 16111 Nelson Road
  - Woodstock, IL 60098

- **Attn: City Manager**
  - City of Crystal Lake
  - 100 W. Woodstock Street
  - Crystal Lake, IL 60014

- **Attn: City Administrator**
  - City of Harvard
  - 201 W. Diggins Street
  - Harvard, IL 60033

- **Attn: City Administrator**
  - City of Marengo
  - 132 E. Prairie Street
  - Marengo, IL 60512

- **Attn: City Administrator**
  - City of McHenry
  - 333 S. Green Street
  - McHenry, IL 60050

- **Attn: City Manager**
  - City of Woodstock
  - 121 W. Calhoun Street
  - Woodstock, IL 60098

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2020 MCRide IGA with Municipalities and Townships
17. **Termination.** Any party may withdraw from this Agreement for any or no reason upon providing at minimum sixty (60) days’ written notice to all the other parties and the Agreement shall terminate as to that party. The Partner Agencies agree that termination of this Agreement by one of the MUNICIPALITIES or TOWNSHIPS may result in modification to the Service Area as determined by the COUNTY.
18. **Counterpart Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses set forth above, and delivery shall be effective and complete upon completion of such transmission.
McHenry County

Name: ______________________________

Signature: __________________________

Title: Chairman, McHenry County Board

Date: ________________________________

Attested: ____________________________

Date: ________________________________
City of Crystal Lake

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
City of Harvard

Name: ____________________________________________

Signature: ________________________________________

Title: ____________________________________________

Date: _____________________________________________

Attested: _________________________________________

Date: _____________________________________________
City of Marengo

Name: ________________________________

Signature: ____________________________

Title: ________________________________

Date: ________________________________

Attested: _____________________________

Date: ________________________________
City of McHenry

Name: ________________________________

Signature: ______________________________

Title: ________________________________

Date: ________________________________

Attested: ______________________________

Date: ________________________________
City of Woodstock

Name: ____________________________________________

Signature: __________________________________________

Title: ____________________________________________

Date: ____________________________________________

Attested: __________________________________________

Date: ____________________________________________
Village of Fox River Grove

Name: __________________________________________

Signature: ______________________________________

Title: __________________________________________

Date: __________________________________________

Attested: _______________________________________

Date: __________________________________________
Village of Hebron

Name: ____________________________________________

Signature: _______________________________________

Title: ____________________________________________

Date: ____________________________________________

Attested: _________________________________________

Date: ____________________________________________
Village of Huntley

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Village of Johnsburg

Name: __________________________________________

Signature: _______________________________________

Title: ___________________________________________

Date: ___________________________________________

Attested: _______________________________________

Date: ___________________________________________
Village of Richmond

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Village of Ringwood

Name: ___________________________________

Signature: __________________________________

Title: _____________________________________

Date: ______________________________________

Attested: __________________________________

Date: ______________________________________
Village of Union

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Township of Alden

Name: ____________________________________________

Signature: _______________________________________

Title: ____________________________________________

Date: _____________________________________________

Attested: _________________________________________

Date: _____________________________________________
Township of Dorr

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Township of Grafton

Name: ______________________________

Signature: __________________________

Title: ______________________________

Date: ______________________________

Attested: ___________________________

Date: ______________________________
Township of Greenwood

Name: __________________________________________

Signature: ________________________________________

Title: ____________________________________________

Date: _____________________________________________

Attested: _________________________________________

Date: _____________________________________________
Township of Marengo

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Township of McHenry

Name: __________________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Township of Nunda

Name: ________________________________

Signature: ________________________________

Title: ________________________________

Date: ________________________________

Attested: ________________________________

Date: ________________________________
Township of Richmond

Name: _______________________________________

Signature: ____________________________________

Title: _________________________________________

Date: _________________________________________

Attested: _____________________________________

Date: _________________________________________
Township of Riley

Name: ____________________________

Signature: _________________________

Title: ______________________________

Date: ______________________________

Attested: __________________________

Date: ______________________________