

AGREEMENT BETWEEN THE  
MCHENRY COUNTY DIVISION OF TRANSPORTATION,  
AND THE  
22<sup>ND</sup> JUDICIAL CIRCUIT, OFFICE OF SPECIAL PROJRECTS  
FOR THE  
PROVISION OF TRANSPORTATION FROM/TO SPECIALTY COURTS

THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the McHenry County Division of Transportation (herein after called “MCDOT”) and the 22<sup>nd</sup> Judicial Circuit, Office of Special Projects (herein after called “Specialty Courts”).

WHEREAS, in order to provide for a comprehensive and coordinated system of transportation in McHenry County, it is necessary to undertake a multi-year approach to the planning of said system; and

WHEREAS, the McHenry County Board has approved the McHenry County 2040 Long Range Transportation Plan, 2023 to 2027 Transportation Program, and 2018 Transit Plan; and

WHEREAS, the McHenry County Board has authorized a policy on the utilization of the County Regional Transportation Authority (RTA) quarter cent sales tax for the purposes of funding the McHenry County Board’s approved multi-year transportation plans; and

WHEREAS, the annual update of the five year Transportation Program includes a line item each year for “Volunteer Driver and Transit Enhancement” to be paid for with County RTA tax funds; and

WHEREAS, the five year Transportation Program also includes a line item each year for “MCRide Dial-a-Ride Pace Contract” to be paid for with County RTA tax funds; and

WHEREAS, with the approval of the McHenry County Board, the County has provided funding to the Senior Care Volunteer Network from 2010 - 2023 to provide senior transportation services consistent with the goals and objectives of the County’s aforementioned multi-year plans; and

WHEREAS, with the approval of the McHenry County Board, the County has provided funding to Pace Suburban Bus from 2010 - 2023 to provide general public transportation services consistent with the goals and objectives of the County’s aforementioned multi-year plans; and

WHEREAS, the McHenry County Board now desires to provide funding to the Specialty Courts (Drug Court, Mental Health Court, DUI Court) for client transportation services in order to reduce recidivism and to make the community safer while saving taxpayer resources.

NOW, THEREFORE, it is agreed between the parties hereto that;

## I. SCOPE OF SERVICE

### A. Activities

Specialty Courts shall provide Transportation Services for their clients who are residents of McHenry County by contracting with Independence Health & Therapy of Woodstock, Illinois. Independence Health & Therapy will hire one (1) full-time bus driver and one (1) part-time bus driver to run three (3) bus routes – one in the morning, one mid-day, and one late afternoon – Monday through Friday (not including County Holidays). The bus route will pick up Specialty Court clients at local Metra Stations (Crystal Lake, Woodstock and McHenry) and transport them to Specialty Courts appointments.

The cost of the service shall be determined by the policies and procedures required by Specialty Courts as called for under Section VI. SPECIAL CONDITIONS.

### B. Program Delivery

The County, through MCDOT, shall provide funding in the sums specified in Section III. GRANT BUDGET for the provision of Transportation Services.

### C. General Administration

McHenry County Specialty Courts shall provide all administration, advertising, publicity and liability insurance connected with the operation of Transportation Services. Drivers operating any vehicle used in the operation of Transportation Services shall at all times be in possession of the appropriate driver's license as required for the operation of such vehicle under the laws and regulation in effect by the Illinois Secretary of State during the period of this Agreement. Drivers for Specialty Courts and Independence Health & Therapy are also required to have personal automobile insurance coverage.

### D. Levels of Accomplishment

Specialty Courts shall log all trips provided under this Agreement. A trip is defined as a one-way ride when a driver is transporting a client. Specialty Courts shall provide an annual report to the MCDOT which includes rider and trip data. A representative from Specialty Courts shall attend quarterly Public Transportation Advisory Committee (PTAC) meetings. Updates on ridership figures, program updates, and/or pertinent information shall be presented at these PTAC meetings at the request of MCDOT staff.

### E. Staffing

Specialty Courts and Independence Health & Therapy shall ensure that an adequate staffing level is always provided during the period of this Agreement to meet the needs of the proposed operation of Transportation Services.

F. Performance Monitoring

MCDOT will monitor Specialty Court’s achievement of the goals described herein. Substandard performance as determined by MCDOT will constitute non-compliance with this Agreement. Specialty Courts shall begin to correct any substandard performance noted in writing by MCDOT within thirty (30) days of written notice thereof unless an extension of this time limit is permitted by MCDOT in writing. If action to correct such substandard performance is not taken by Specialty Courts, contract suspension or termination procedure will be initiated.

II. TIME OF PERFORMANCE

Transportation Services under this Agreement shall start on the 1<sup>st</sup> day of April, 2023 and end on the 30<sup>th</sup> day of November, 2024. All billings for contracted services must be submitted for payment within sixty (60) days from the expiration date of the contract term.

III. GRANT BUDGET

MCDOT shall provide funding in the following sums, to be allocated by Specialty Courts, in its discretion, subject to the restrictions set forth in this Agreement:

Transportation Services	\$40,000 in FY2023
Transportation Services	\$60,000 in FY2024
TOTAL GRANT:	\$100,000

Prior to the start of each fiscal year, Specialty Courts shall provide the County will a line-item budget of how the annual funding will be allocated among expenditure categories.

IV. PAYMENT

Payments shall be made on a monthly basis beginning with the month of April 2023, and each month thereafter, upon submission by Specialty Courts to the MCDOT of a satisfactory monthly report of their expenditures for the previous month. Payments of eligible expenses shall be made against the budget specified in Section III GRANT BUDGET herein and in accordance with performance. Payments of eligible expenses shall be consistent with the line item budget provided by Specialty Courts to MCDOT before the beginning of each fiscal year.

Payments are contingent upon MCDOT’s receipt of a monthly ridership report. The reports shall include a year-to-date financial statement for Transportation Services, including: a statement of contract balance; a statement of applicable expenditures; changes in the fund balances enumerated according to line items; an analysis of expenditures by line item compared to budget projections; and number of unduplicated clients and trips provided.

Payments shall be consistent with the approved budget and any County policies concerning payments.

## V. NOTICES

Communications and details concerning this contract shall be directed to the following contact representatives and shall be sent by regular mail as follows:

County of McHenry:

McHenry County Division of Transportation  
Attention: Scott Hennings, AICP  
Assistant Director of Transportation  
16111 Nelson Road  
Woodstock, IL 60098  
[sahennings@mchenrycountyil.gov](mailto:sahennings@mchenrycountyil.gov)

McHenry County Specialty Courts:

McHenry County Specialty Courts  
Attention: Kelly Scimeca, MA, LPC,  
Director, Office of Special Projects  
2200 N. Seminary Ave.  
Woodstock, IL 60098  
[KAScimeca@22ndcircuit.illinoiscourts.gov](mailto:KAScimeca@22ndcircuit.illinoiscourts.gov)

## VI. SPECIAL CONDITIONS

Specialty Courts shall establish and maintain a Policies and Procedures Manual for the operation of Transportation Services. Said manual shall address operation matters including, but not limited to: hours of operation, scheduling rides, accident procedures, insurance coverage, conduct of drivers, employee policies, scope of assistance to be provided to clients, charge per ride (if any), and related management matters.

## VII. GENERAL CONDITIONS

### A. General Compliance

Specialty Courts agrees to comply with all applicable state and local laws, regulations and policies governing the funds provided under this Agreement. Specialty Courts further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Independence Health & Therapy shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County shall be exempt from payment of any

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as Independent Health & Therapy is an independent contractor.

### C. Hold Harmless

Specialty Courts and Independence Health & Therapy agrees to indemnify, hold harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

### D. Workers' Compensation

Workers' Compensation Insurance will cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include employer's liability with minimum limits or \$100,000 for each incident.

### E. Insurance

#### 1. General Requirement

Specialty Courts shall maintain for the duration of the Agreement and any extensions thereof, at Specialty Court's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of Class XIII or higher, in the following types of amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Professional Liability and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence, combined single limit for  
Bodily Injury and Property Damage Liability

## 2. Certificate of Insurance

Specialty Courts agrees that with respect to the above required insurance that:

(a) The County shall be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. Specialty Courts shall name the County as additional insured on all liability policies, and acknowledges that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by Specialty Courts;

(b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;

(c) Specialty Courts shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirements shall be stated on the Certificate of Insurance;

(d) Subcontractors, if any, shall comply with the same insurance requirements;

(e) Acceptance of approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this Agreement, which shall continue in full force and effect; and

(e) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County  
Division of Transportation  
Attn: Assistant Director of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098

## F. County Recognition

Specialty Courts shall ensure recognition of the role of the MCDOT in providing services through this Agreement. All activities, services and capital items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Specialty Courts will include a reference to the support provided herein in all publications and materials made possible with funds made available under this Agreement.

## H. Amendments

Any amendment to this Agreement must be executed in writing and signed by a duly authorized representative of Specialty Court and the MCDOT. However, the County may, in its discretion,

amend this Agreement without Specialty Court's approval to conform with state or local governmental guidelines, policies, and available funding amounts.

#### I. Suspension or Termination

The County may suspend or terminate this Agreement, in whole or in part, if Specialty Courts materially fails to comply with any terms of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the County may declare Specialty Courts ineligible for any further participation in the County's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Specialty Courts is in noncompliance with any applicable rules or regulation, the County may withhold up to one hundred (100) percent of said contract funds until such time as Specialty Courts is found to be in compliance by the County, or is otherwise adjudicated to be in compliance. The County will notify Specialty Courts in writing of any action to suspend or terminate prior to taking such action.

The County may suspend or terminate this Agreement, in whole or in part, if funding from the County Regional Transportation Authority Funds becomes unavailable or diminished for any reason. In the event this Agreement is suspended or terminated due to a lack of funding, the County will notify Specialty Courts in writing that this Agreement is suspended or terminated. If the County suspends or terminates this Agreement in whole or in part due to a lack of funding, the County will not be liable for any loss or damage to Specialty Courts that results directly or indirectly from said suspension or termination.

#### J. TERMINATION BY COUNTY:

Pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

### VIII. ADMINISTRATIVE REQUIREMENTS

#### A. Accounting Standards

Specialty Courts agrees to utilize adequate accounting standards and internal controls and maintain necessary source documentation for all costs incurred.

#### B. Documentation and Record-Keeping

##### 1. Records to be Maintained

Specialty Courts shall maintain records providing a full description of each transportation activity undertaken ("trip data"). Specialty Courts shall also maintain adequate records on all clients receiving services under this Agreement ("rider data"). Such information shall be provided to the MCDOT upon request.

##### 2. Retention

Specialty Courts shall retain all records pertinent to expenditures incurred under this contract in accordance with records retention guidelines and schedules under the State of Illinois Local Records Act (50 ILCS 205). Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

### 3. Disclosure

Specialty Courts understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Specialty Court's responsibilities with respect to services provided under this Agreement, is prohibited, unless written consent is obtained from such person receiving the service.

### 4. Close-Outs

Specialty Court's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to submitting final reimbursement requests, submitting annual trip and rider reports, submitting audit documents, and verifying the proper custodianship of relevant records.

### 5. Audits and Inspections

All Specialty Courts records with respect to any matters covered by this Agreement, shall be made available to the County, or its designee, at any time during normal business hours, as often as the County deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Specialty Courts within 30 days after notice to Specialty Courts. Failure of Specialty Courts to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specialty Courts hereby agrees to submit a copy of their most recent audit, upon request by the County. Specialty Courts shall provide the County with a monthly financial statement, including a statement of contract balance, a statement of relevant expenditures, and a cumulative year to date statement of expenditures as required under Section IV. PAYMENT.

In addition to the foregoing, when requested, Specialty Courts agrees to provide, within ninety (90) days after the close of its fiscal year, a certified audit of the financial statements and internal management procedures relating to the Activities funded, by an independent auditor.

## C. Reporting and Payment Procedures

### 1. Payment Procedures

The County will make payments to Specialty Courts as described in Section IV. PAYMENT.



## 2. Annual Report

Specialty Courts shall submit a consolidated annual report for the term of the Agreement which will include the number of unduplicated riders served and the number of service units (trips) provided under Transportation Services. Failure to submit the required annual report in a timely fashion may result in a delay by the County in providing disbursement of funds until such annual report is filed and accepted by the County.

## D. Procurement

### 1. Compliance

Specialty Courts shall procure all materials or services in accordance with the requirements of (30 ILCS 500) Illinois Procurement Code and the rules promulgated thereunder (44 ILL. Admin. Code 1).

## IX. REGULATORY COMPLIANCE

### A. Civil Rights

No person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of, the Scope of Service which is the subject of this Agreement on the basis of race, sex, age, gender, religion, alienage, national origin or disability.

Specialty Courts shall adhere to all requirements of the County, State, and Federal laws with respect to nondiscrimination in employment, services and facilities. Any solicitation shall contain a notice of nondiscrimination on the basis of sex, race, religion, color, national origin, age and handicap and any recruitment for employment shall include a commitment to equal opportunity. Specialty Courts shall furnish all information and reports required by the County and will permit access to books, records and accounts for purposes of investigations to ascertain compliance with the above.

Specialty Courts, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this Agreement.

### B. Drug Free Workplace

Specialty Courts will, pursuant to the Drug Free Workplace Act, provide a drug free workplace as per (30 ILCS 580).

### C. Conflicts of Interest

Specialty Courts agrees and covenants that it presently has no financial interest and shall not acquire any financial interest direct or indirect, which would conflict in any manner of degree with the performance of services required under this Agreement. Specialty Courts further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Specialty Courts hereunder. These conflicts of interest provisions apply to any person who is an employee, agent consultant, officer, or elected official or appointed official of the County, or of any designated public agencies receiving funds under the Transportation Program.

#### D. Assignability

Specialty Courts shall not assign or transfer any interest in this Agreement without the prior written consent of the County. Specialty Courts shall not enter into any subcontract with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement. Specialty Courts will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

### X. COMPLIANCE WITH LAWS

A. With respect to employees, laborers, contractors, subcontractors and any and all other persons entities employed, directed or controlled by Specialty Courts, and whose services are used in the fulfillment of any contractual agreement or obligation with the County, Specialty Courts hereby agrees and promises that they will carry out all necessary actions to ensure 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.A. Sect, 1324a et. seq.

B. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Specialty Courts, and whose services are used in fulfillment of any contractual agreement or obligation with the County, Specialty Courts hereby agrees and promises that it will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Federal Minimum Wage Act, 29 U.S.C.A. Sec. 201 et. seq.

C. With respect to employees, laborers, contractors, subcontractors and any and all other persons or entities employed, directed or controlled by Specialty Courts, and whose services are used in fulfillment of any contractual agreement of obligation with the County, Specialty Courts hereby agrees and promises that they will carry out all necessary actions to ensure compliance with the terms, provisions and requirements of the Prevailing Wage Act, 820 ILCS 130/01 et. seq., as amended; and McHenry County's corresponding Ordinance regarding prevailing wages.

D. The parties agree that any non-compliance by Specialty Courts with paragraphs 1, 2, or 3 above, shall render this Agreement voidable at the sole discretion of the County with right to cure under Section I., Scope of Services, Part F., Performance Monitoring.

XI. CONTROLLING LAW

The parties agree that any dispute, action, claim, cause of action, breach of contract, or other remedy or relief sought pursuant to the provisions of this Agreement shall be controlled and decided by the laws of the State of Illinois. The parties further agree that the appropriate venue for such disputes shall be the Circuit Court for the 22<sup>nd</sup> Judicial Circuit, McHenry County, Illinois.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above,

County of McHenry

22<sup>nd</sup> Judicial Circuit

By: \_\_\_\_\_  
Michael Buehler

By: \_\_\_\_\_  
Dan Wallis

Title: Chairman McHenry County Board

Title: Trial Court Administrator