

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is made between the County of McHenry, a body corporate and politic (“County” or “COUNTY”), and Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation “Pace” or (“PACE”). COUNTY and PACE are sometimes individually referred to herein as a “Party” and collectively as the “Parties.”

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.

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.

The Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes and encourages intergovernmental cooperation.

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.

The COUNTY and PACE want to continue the operations of the McHenry County Integrated and Coordinated Paratransit Project (“MCRide” 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 McHenry County; to improve access to jobs and job-related activities; and to provide greater mobility to individuals with disabilities and seniors.

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”).

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.

The COUNTY and PACE wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of Paratransit Services in McHenry County to persons with disabilities, seniors, and those who have limited access to conventional modes of transportation.

The COUNTY is a member of the McHenry County Public Transportation Advisory Committee (“PTAC”), which is a group of government, non-profit agencies, and citizen representatives that have been working to improve Paratransit Services in McHenry County, and

PTAC has asked the COUNTY to act as lead agency for the PROJECT.

The COUNTY has accepted the role of lead agency for the PROJECT and expects that other local units of government and agencies will join the PROJECT.

The COUNTY finds it necessary to contract for the services of a Coordinator of the MCRide (“Coordinator”) who shall be responsible for the operation of the PROJECT.

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.

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.

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 McHenry 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 means the total Operating Deficit, minus the PACE contribution.
- 2.8 Operating Deficit means 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 Section 3.3.
- 2.11 Paratransit Service means the provision of demand responsive transportation by a carrier.
- 2.12 Sponsor means a unit of local government or an agency that will participate in the PROJECT, purchasing Paratransit service for Eligible Riders.

3.0 FUNDING.

- 3.1 The COUNTY Contribution to the PROJECT will be limited to:
 - a. Fifty (50%) percent of the annual PROJECT Operating Deficit, not to exceed a maximum amount of \$1,994,942 said amount also being the maximum Operating Cost the COUNTY shall pay; and
 - b. Twenty percent (20%) of the McHenry County Mobility Management/Call Center Services operating costs not secured from the federal grant up to the budgeted total grant amount of \$84,890.
- 3.2 The COUNTY Contribution will be calculated monthly on a year-to-date basis to ensure that the annual COUNTY Contribution does not exceed fifty percent (50%) of the Operating Deficit or the pro-rated year to date amount and is not depleted before the end of the term of this Agreement.

- 3.3 The PACE Contribution to the PROJECT will be limited to:
- a. Fifty (50%) percent of the annual PROJECT Operating Deficit, not to exceed a maximum amount of \$1,734,732 and a onetime additional subsidy of \$260,210 for a total of \$1,994,942; and
 - b. Eighty percent (80%) of the McHenry County Mobility Management/Call Center Services operating costs secured from the federal grant up to the budgeted total grant amount of \$339,758.
- 3.4 The PACE Contribution to the PROJECT will be calculated monthly on a year-to-date basis.,
- 3.5 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 MCRide Project will be reimbursed to PACE at the rates agreed to in the contracts with Carriers and the Mobility Management/Call Center Services contractor.
- 3.6 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 must be made to PACE, within 30 days of receipt of billing. Payment must be sent to:

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

4.0 RESPONSIBILITIES OF THE PARTIES.

- 4.1 In accordance with section 3.0, the County will be responsible for reimbursing Pace for all costs that Pace incurs in fulfilling its obligations under this Agreement. Reimbursable costs include but are not limited to administrative, operating, and Mobility Management/Call Center Services costs and costs to manage the Project, subject to prior approval by the County.

- 4.2 The County will be responsible for the development, implementation, and oversight of compliance with Administrative Policies and/or Procedures, which are subject to Pace's prior approval.
- 4.3 The County will be responsible for executing and maintaining any agreements necessary to provide the transportation services as described in Exhibit A to the service area depicted in Exhibit B.
- 4.4 The County will be responsible for developing service parameters for the Project, which are subject to Pace's prior approval. Those service parameters include but are not limited to service boundaries, rider eligibility, fare structure, days and hours of service, and resolution of issues related to Eligible Rider compliance with usage guidelines.
- 4.5 The County will be responsible for developing service standards for the Project, which are subject to Pace's prior approval. Pace shall cooperate with the County to establish consistent service standards for the Project. Pace may make minor revisions to service standards upon prior written notification to, and concurrence by, the County.
- 4.6 Pace shall enter into contracts with Carriers for the Paratransit Service and a contractor for the Mobility Management/Call Center Services; the Carriers and contractor shall be contractors responsible to Pace.
- 4.7 Pace may limit the hours available for the scheduling of trip requests and dispatching of vehicles in connection with the Project. 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 County's approval.
- 4.8 The Parties acknowledge that mobility management/call center will handle calls for other entities in addition to the County.
- 4.9 Pace will be responsible for preparing a monthly report indicating the cost of services provided by Pace's contractors in connection with the Project within the reporting month and for submitting that report, together with its invoice, to the County within 60 days following the end of each month of services.
- 4.10 Within its approved budget, Pace will be responsible for maintaining appropriate contractor staffing levels to provide all necessary services relating to the Project.
- 4.11 Pace will be responsible for ensuring that its contractor(s) providing dispatch service in connection with the Project are available during all hours in which a vehicle transporting an Eligible Rider is in service.
- 4.12 Pace will be responsible for compiling data relating to the quantity, quality,

and cost of the services provided by Pace's contractors in connection with the Project and for providing that data to the County within 45 days following the end of each month of services.

- 4.13 Pace will be responsible for providing the County with access to the reports specified in Exhibit C at the County's request.
- 4.14 Pace will 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 operated and that those Carriers meet the minimum requirements for the operation of passenger transportation as mandated by applicable local, state, and federal laws, statutes, ordinances, rules, and regulations. All operator and Carrier licenses as may be required by state or local governmental and/or regulating authorities must be maintained in good standing annually.
- 4.15 PACE will comply with the following provisions of the TSA's between McHenry County and the RTA as they exist currently 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
- 4.16 Absent the RTA's pre-award approval of a Pace solicitation issued for the

award of a contract that may be funded, in whole or in part, through this Agreement, Pace will be responsible for providing the RTA with a copy of that solicitation within three business days after its issuance or concurrent with notice to the County. Pace will be responsible for also providing the RTA with a copy of the executed contract resulting from that solicitation within three business days of contract execution.

- 4.17 Pace will not be responsible for any failure to provide the services required of it under this Agreement due to circumstances beyond its control but will make every reasonable effort to restore those services as soon as practicable.
- 4.18 The Parties will be responsible for ensuring that no person will be denied the opportunity to participate or be subjected to discrimination in connection with the Project because of race, creed, color, age, sex, national origin, or the presence of any sensory, mental, or physical disability, or in any manner contrary to applicable local, state, and federal laws, statutes, ordinances, rules, and regulations, including Title VI of the Civil Rights Act of 1964 and 49C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

5.0 COMPLIANCE.

- 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.
- .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 ensure 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 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, hold harmless, and defend the County, its directors, officers, elected officials, employees, and agents (collectively, "County Indemnitees") from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys' fees, which may accrue against one or more of the County Indemnitees arising out of the negligence of Pace, its directors, officers, agents, and/or employees in the performance of this Agreement; provided, however, Pace's obligation to indemnify and defend under this section 6.0 will not extend to any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses caused by the negligence of one or more of the County Indemnitees. Further, Pace shall require its Carriers and contractors providing services for the Project to indemnify and defend the County Indemnitees and Pace, its directors, officers, employees, and agents (collectively, "Pace Indemnitees") from and against all liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, costs, and expenses, including reasonable attorneys' fees, which may accrue against one or more of the County Indemnitees and/or the Pace Indemnitees arising out of the negligence of those Carriers and/or contractors.

7.0 TERM AND TERMINATION.

- 7.1 This Agreement will be in effect beginning January 1, 2024, and it will continue through December 31, 2024, 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 may 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.** A Party will not be held liable to another Party or be deemed to have breached this Agreement for failure or delay in performing any obligation under this Agreement 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 Parties 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 Agreement 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 will not be released from liability.

- 8.11 **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed an original Agreement and all of which when taken together will constitute one and the same Agreement. The counterparts of this Agreement may be executed with a wet or electronic signature. A signature that is delivered by facsimile or electronically will be deemed an original for purposes of this Agreement.
- 8.12 **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 McHenry County, Illinois for any dispute arising out of or related to this Agreement.
- 8.13 **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.
- 8.14 **Notice.** Any notice under this Agreement must be in writing and must be 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:

Pace
550 W. Algonquin Road
Arlington Heights, Illinois 60005
Attn: Melinda J. Metzger, Executive Director

If to COUNTY:

16111 Nelson Road
Woodstock, Illinois 60098
Attn: Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

COUNTY of MCHENRY

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

Michael Buehler

Melinda J. Metzger

Title: Chairman, McHenry County Board

Title: Executive Director

Date: _____

Date: _____

EXHIBIT A
SERVICE DESCRIPTION

<p>TYPE OF SERVICE</p>	<p>Demand response curb-to-curb Paratransit Service, including the supplementary use of taxicabs. Demand response door-to-door Paratransit Service will be available upon a rider’s request and with Pace’s prior approval.</p> <p>Subscription services will be provided as defined and approved by the County and Pace.</p>
<p>SERVICE OPERATED BY</p>	<p>PACE will contract with transportation provider(s) (the “Contractor”) to provide MCRide service, which is the subject of this Agreement.</p>
<p>TRIP RESERVATION METHOD</p>	<p>Call Center Reservation Hours: Monday to Sunday: 5:30 a.m. to 6:00 p.m.</p> <p><u>MCRide Project</u></p> <p>General public passengers may make reservations two (2) hours before the requested trip or up to two (2) days in advance of the requested trip.</p> <p>Senior and individuals with disabilities passengers may make reservations two (2) hours to seven (7) days in advance of the requested trip.</p> <p>*Reservations for Monday trips can be made on Friday.</p>
<p>SERVICE AREA</p>	<p>The service area for the MCRide Project is illustrated in Exhibit C. The entirety of McHenry County is now within the coverage area. Additionally, rides are allowed to originate or end within municipal boundaries extending outside of McHenry County’s boundaries.</p> <p>Service includes inter-community transportation to and from the service boundaries designated above. In addition, general public service from the designated coverage to/from:</p> <ol style="list-style-type: none"> 1) Advocate Good Shepard Hospital (450 IL-22, Barrington, IL) 2) Barrington Metra Station (201 S. Spring Street, Barrington, IL) 3) Randall Oaks Park/Zoo/Golf Course (500 N. Randall Road, West Dundee, IL) 4) The Arboretum (100 W. Higgins Rd, South Barrington, IL) 5) Advocate Sherman Hospital (1425 N. Randall Road, Elgin, IL) 6) Spring Hill Mall (1072 Spring Hill Mall Ring Rd, West Dundee, IL) 7) Chain O’Lakes State Park (8916 Wilmot Road, Spring Grove IL)

	<p>Trips must originate and/or terminate within the MCRide Service area and/or these designated locations.</p> <p>Service to Advocate Sherman Hospital shall operate on a flexible schedule as needed and limited to one round trip daily.</p>
<p>SERVICE HOURS</p>	<p>Monday through Sunday - 5:00 a.m. to 11:00 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 MCRide Project may be changed at the request of the COUNTY and approval of PACE. The MCRide service hours do not apply to McHenry Township Senior Express. The service hours for McHenry Township will be at their discretion.</p>
<p>FARE STRUCTURE</p>	<p>MCRide will operate on a mileage-based fare structure as described below.</p> <p>Mileage based fare up to five (5) miles will be: General \$4.00 Senior \$2.00 Individuals with Disabilities \$2.00 Transfers \$0.25 from PACE fixed route service</p> <p>The fare for each mile after the first five (5) miles will be \$0.25, standard rounding rules apply. Customers must be told the amount of their fare by the Mobility Management/Call Center when their reservation is made.</p> <p>Seniors are defined as individuals sixty (60) years and older. People with disabilities shall self-define their eligibility for the Individuals with Disabilities fare.</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.</p> <p>Up to two (2) children aged seven (7) and under, may ride free with a fare-paying passenger.</p> <p>The fare structure for the MCRide Project may be changed at the discretion of the COUNTY with written notice clearly defined in writing by the COUNTY.</p>

	<p>All active credit and non-credit (career training, ESL, and GED) McHenry County College students will not be charged a fare when entering the bus. Students must register as an MCC student in their rider profile and display their student ID card to the driver to be eligible for fare-free rides. Fare-free rides are only available when traveling to/from MCC's main campus in Crystal Lake.</p> <p>For each program, Pace will track the number of rides taken by these demographics and the amount of fare revenue waived monthly. Each monthly invoice to MCDOT will state the number of these rides and the amount of fare revenue waived.</p>
<p>RIDER ELIGIBILITY</p>	<p>The COUNTY will be responsible for setting rider eligibility and guidelines.</p> <p>The COUNTY classifies riders into three categories: (a.) general public; (b.) seniors; and (c.) individuals with disabilities.</p> <p>The aforementioned three rider categories are eligible to travel within the incorporated boundaries of each McHenry County municipality or township. See service area map in Exhibit B.</p> <p>Seniors are defined as individuals sixty (60) years and older. Individuals with disabilities are self-defined as eligible for service.</p> <p>Passengers are to be referred to McHenry County Division of Transportation at 815-334-4981 for eligibility information.</p>
<p>RIDER REGISTRATION</p>	<p>All passengers must be registered by the Mobility Management/Call Center upon request for transportation. A verbal verification from the passenger during the trip booking process that they qualify for service as a person with a disability or a senior citizen will be accepted. 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.</p> <p>PACE will not be responsible for false information provided by the passenger or the passenger's representative.</p> <p>Database on registered passengers will be limited to information captured during the trip booking process. Passenger registration information will be provided to the COUNTY.</p>

EXHIBIT B

SERVICE AREA MAP

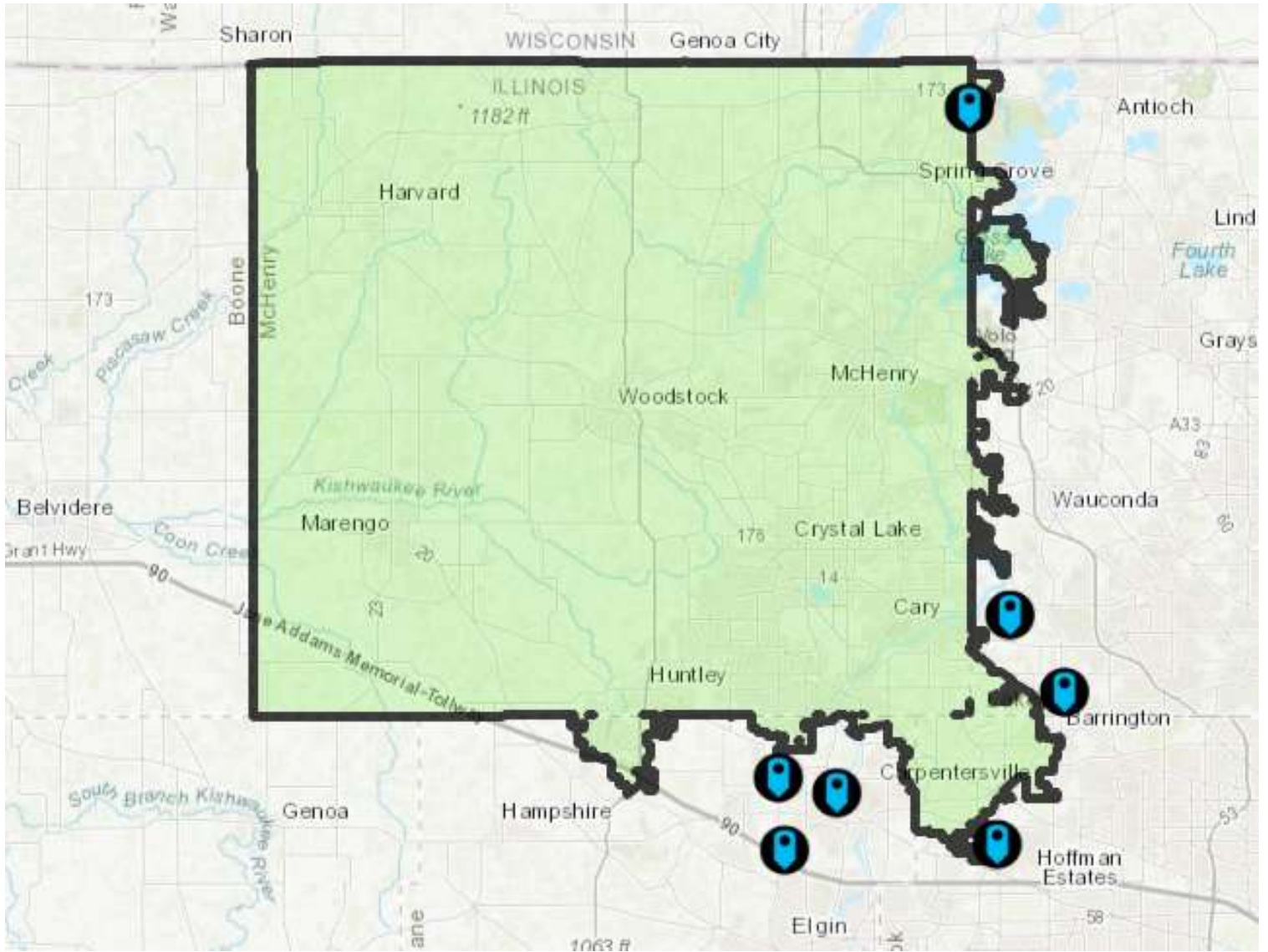


EXHIBIT C
REPORTS DESCRIPTION

The following is a description of the reports available for the Project:

1. **Detailed Funding Source Report**

This report is a detailed listing of one-way trips delivered for each funding source for a specified period of time. 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, total cost of the trip, fare for the trip, distance of the trip, and revenue hours (if applicable). The report period is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the report user.

2. **Monthly Funding Source Invoice Report**

This report is a summary of trips delivered for each funding source for the purpose of generating an invoice type report which may be used to bill funding sources for transportation provided. The report is generally monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the report 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, total cost of the trips, total expected fare, liquidated damages deducted, and the total net reimbursement.

3. **Missed Trip Report**

This report produces a list of all trips picked up 61 or more minutes after the scheduled time. Sufficient detail will be provided to identify the trip and to give the report user the necessary information for review.

4. **On-Time Performance Report**

This report (late pickups) produces a list of all trips picked up 31 or more minutes late. Sufficient detail will be provided to identify the trip and to

give the report user the necessary information for review.

5. **Ridership by Category Report**

This report is a summary, by funding source, indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

6. **Client Trip List Report**

This report is 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.

NOTE: Pace, in its sole discretion, may design additional reports as needed.