AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE TOWNSHIP OF AVON FOR THE
PROVISION OF PARATRANSIT TRANSPORTATION SERVICES FUNDING

THIS AGREEMENT is entered into this _____ day of_____, A.D. 20_____, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the TOWNSHIP OF AVON, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as the TOWNSHIP. The COUNTY and the TOWNSHIP are hereinafter referred to collectively as "parties" to THIS AGREEMENT, and either one is referred to individually as a "party" to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the TOWNSHIP are public agencies and governmental units within the meaning of the Illinois Governmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, the COUNTY and the TOWNSHIP wish to cooperate in promoting and encouraging the use of public transportation by improving the availability of paratransit services to meet the needs of seniors, persons with disabilities or medical needs, and the mobility challenged population; and,

WHEREAS, in 2008 the Lake County Coordinated Transportation Services Committee (hereinafter LCCTSC), which is a group of government, non-profit agency, and citizen representatives that have been working to improve paratransit services in Lake County, asked the COUNTY to apply to the Regional Transportation Authority (hereinafter the RTA), for funding of the Lake County Northwest Demonstration Project to expand the hours of the existing Pace (Northwest Lake Dial-a-Ride) paratransit service in Antioch, Avon, Grant and Lake Villa Townships, as well as to Fremont and Wauconda Townships in Lake County, and to act as administrator and fiscal agent for said demonstration project. Said Lake County Northwest Demonstration Project shall hereinafter be referred to as the PROJECT; and,

WHEREAS, the LCCTSC has designated a Steering Committee for the PROJECT consisting of the Supervisors of the aforementioned six townships and representatives of two non-for-profit human service agencies (hereinafter STEERING COMMITTEE). The STEERING COMMITTEE meets monthly and guides the parameters for the PROJECT; and,

WHEREAS, the LCCTSC rebranded the coordinated paratransit service provided by the PROJECT as the "Ride Lake County" program; and,

WHEREAS, the COUNTY applied for Section 5310 federal funding from the RTA, and agreed to serve as the administrator and fiscal agent for the PROJECT; and,

WHEREAS, the RTA, has committed Section 5310 federal funding for the PROJECT; and,

WHEREAS, the COUNTY and the Pace Suburban Bus Division of the RTA (hereinafter PACE) have committed the required 50% local match for the federal funding for the PROJECT; and,

WHEREAS, the COUNTY and PACE have entered into an agreement for PACE to provide coordinated demand response transportation for the PROJECT; and,

WHEREAS, the TOWNSHIP desires to assist its residents with transportation and to provide $8,000 in additional local funding towards the PROJECT to extend the PROJECT's awarded federal funding; and,

WHEREAS, the TOWNSHIP desires to offer additional transportation assistance to specified residents and desires to provide the full fare for trips of those specified residents in addition to the local funding the TOWNSHIP will provide towards the PROJECT; and,

WHEREAS, the RTA requires that the source of additional funds for the PROJECT shall be local and shall not contain federal funds as the PROJECT is receiving federal funding through the Section 5310 program; and,

NOW, **THEREFORE**, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the Parties do hereby agree to the following:

SECTION I.
Recitals/Headings

1. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. It is mutually agreed by and among the parties hereto that the "headings" as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.
PROJECT TRANSPORTATION SERVICES DESCRIPTION

1. The Transportation Services Design for the PROJECT is as determined and approved by the STEERING COMMITTEE and may be modified from time to time upon consensus of the STEERING COMMITTEE.

SECTION III.
TOWNSHIP FUNDING

1. The TOWNSHIP agrees to reimburse the COUNTY for the TOWNSHIP share by a lump sum payment of the total amount of the TOWNSHIP share for the PROJECT. The TOWNSHIP share under this agreement is $8,000.00.

2. In addition to the TOWNSHIP share, the TOWNSHIP further agrees to reimburse the COUNTY on a monthly basis for 100% of the fare of all trips taken by certain riders specified in writing by the TOWNSHIP to receive subsidized trips.

3. The TOWNSHIP agrees that the source of the funds for the TOWNSHIP financial obligation shall be local funding and shall not be comprised of federal funds.

4. Upon receipt of an invoice, the TOWNSHIP shall pay, or cause to be paid to the COUNTY the amount invoiced.

SECTION IV.
General Provisions

1. It is mutually agreed by and between the parties hereto that neither party hereto shall be deemed to be in default or to have breached any provision of THIS AGREEMENT as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

2. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed, in any manner or form, to create or establish a partnership or principal-agent relationship between the parties hereto, or to make the TOWNSHIP (including its elected officials, duly appointed officials, employees and agents) the agent, representative or employee of the COUNTY, or vice-versa, for any

purpose or in any manner, whatsoever. The TOWNSHIP is to be and shall remain independent of the COUNTY, and vice-versa, with respect to all services performed under THIS AGREEMENT.

3. The TOWNSHIP agrees to indemnify, save 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 AGREEMENT. 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.

4. The COUNTY agrees to indemnify, save harmless and defend the TOWNSHIP, 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 AGREEMENT. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the TOWNSHIP, its agents, servants, or employees or any other person indemnified hereunder.

5. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.

6. THIS AGREEMENT represents the entire agreement between the COUNTY and the TOWNSHIP and supersedes all prior negotiations, representations or agreements, either written or oral.

7. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

8. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:
Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

If to the TOWNSHIP:
Supervisor
Avon Township
433 E. Washington Street
Round Lake Park, IL 60073

9. The invalidity or enforceability of any of the provisions of THIS AGREEMENT shall not affect the validity or enforceability of the remainder of THIS AGREEMENT.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party.

11. Except where otherwise provided in THIS AGREEMENT, terms of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.

12. THIS AGREEMENT shall be in effect beginning January 1, 2020 thru December 31, 2020, or until such time as the COUNTY's contract with Pace ceases, whichever occurs earlier.

AVON TOWNSHIP

ATTEST:

By: _____
Supervisor
AVON TOWNSHIP

_____
Clerk

Date: _____

RECOMMENDED FOR EXECUTION

_____
Shane Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

By: _____
Chair
Lake County Board

_____
County Clerk

Date: _____