



Lake County Illinois

Master

File Number: 08-0707

File ID: 08-0707

Type: Resolution

Status: Consent Agenda

Version: 1

Reference:

Controlling Body: Public Works and Transportation Committee

File Created Date : 09/26/2008

File Name: Inter/Intra County Paratransit Transportation Plan Project Agreement: Various Townships

Final Action:

Title: Joint Resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement among Lake County and various townships for the equally shared costs of the local match for the federal funds administered by the Regional Transportation Authority through its Regional Technical Assistance Program for the Inter/Intra County Paratransit Plan Project and designated as Section 08-00280-00-ES.

Notes:

Sponsors:

Agenda Date:

Attachments: Paratransit Plan Agr_20080926084955.pdf

Enactment Number:

Authorizer:

Hearing Date:

Entered by: JCiechanowski@lakecountyil.gov

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Public Works and Transportation Committee	10/01/2008	Approved and referred on to Financial and Administrative Committee				Pass
1	Financial and Administrative Committee	10/01/2008	Recommended for adoption to the Consent Agenda				Pass
1	Lake County Board	10/14/2008					

Text of Legislative File 08-0707

Title

Joint Resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer to execute an agreement among Lake County and various townships

for the equally shared costs of the local match for the federal funds administered by the Regional Transportation Authority through its Regional Technical Assistance Program for the Inter/Intra County Paratransit Plan Project and designated as Section 08-00280-00-ES.

Staff Summary

- Inter/Intra County Paratransit Transportation Plan Project Agreement: Various Townships
- Lake County has secured \$100,000.00 of RTA grant funding for transit planning projects that enhance transit, including studies for new institutional arrangements to address emerging transportation needs within non-traditional markets.
- Financial participation by certain townships towards the 20% match is provided by this agreement.
- This resolution authorizes the execution of agreements with the following townships: Antioch, Avon, Cuba, Ela, Fremont, Grant, Lake Villa, Libertyville, Moraine, Vernon, Warren, Wauconda, West Deerfield and Zion.

Body

WHEREAS, this County Board of Lake County, Illinois, by prior resolution at its meeting of November 14, 2006 adopted a resolution in support of the Lake County Coordinated Services Committees (LCCSC) goal to develop a plan to provide borderless paratransit service in Lake County to meet the need of those mobility challenged constitutes populations in Lake County, which may include the poor, the elderly, those with medical needs and/or the disabled, who have been determined to be eligible by the Regional Transportation Authority (RTA), or a service board of the RTA, for existing and future local, state and/or federally funded non-traditional transit service program; and

WHEREAS, this County Board of Lake County, Illinois by prior resolution at its meeting of June 10, 2008, endorsed the revised "Plan for using the new Collar County Transportation Empowerment Funds" (*the plan*) as a planning document; and

WHEREAS, this County Board of Lake County, Illinois by prior resolution of its meeting of July 8, 2008, authorized an application to the Regional Transportation Authority for a technical assistance grant, in concert with various townships in Lake County, for completion of an Inter/Intra County Paratransit Transportation Plan, and

WHEREAS, said July 8, 2008 resolution authorized the County Engineer to execute the final RTA technical assistance grant.

WHEREAS, the RTA is poised to provide to Lake County grant funding under the Regional Transportation Assistance Program (RTAP) for transit planning projects to enhance transit, including studies for new institutional arrangements to address emerging transportation needs within non-traditional markets; and

WHEREAS, certain townships, as detailed below, which provide paratransit services are willing to be financial participants in a study that enables progress to be made towards reaching the said long-term goal of coordinated countywide paratransit service, with the county Division of Transportation in the lead as provided by in the Plan; and

WHEREAS, Lake County and certain townships, as detailed below, are desirous of entering into an agreement for the shared costs of the local match for the federal funds administered by the RTA, a draft copy of which is attached.

WHEREAS, nine of the fourteen above identified townships have executed said agreement and the remaining five townships are expected to execute their respective agreements.

NOW, THEREFORE BE IT RESOLVED, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County, Illinois, be authorized, and they are hereby directed to execute an agreement pertaining to the financing of the above-named RTA grant funding with the following townships: Antioch Township, Avon Township, Cuba Township, Ela Township, Fremont Township, Grant Township, Lake Villa Township, Libertyville Township, Moraine Township, Vernon Township, Warren Township, Wauconda Township, West Deerfield Township and Zion Township. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the Lake County Board and the County Clerk. This project is designated as Section 08-00280-00-ES.

BE IT FURTHER RESOLVED that as five of the townships have yet to execute their respective agreements, the County Engineer is hereby authorized and directed to determine when the currently uncommitted townships will be included or not included in said Paratransit Transportation Plan Project.

Dated at Waukegan, Illinois
this 14TH day of October 2008

**AGREEMENT
AMONG THE COUNTY OF LAKE
AND ANTIOCH TOWNSHIP, AVON TOWNSHIP, CUBA TOWNSHIP,
ELA TOWNSHIP, FREMONT TOWNSHIP, GRANT TOWNSHIP, LAKE VILLA
TOWNSHIP, LIBERTYVILLE TOWNSHIP, MORAINÉ TOWNSHIP, VERNON
TOWNSHIP, WARREN TOWNSHIP, WAUCONDA TOWNSHIP, WEST DEERFIELD
TOWNSHIP AND ZION TOWNSHIP FOR THE EQUALLY SHARED COSTS OF THE
LOCAL MATCH FOR THE FEDERAL FUNDS ADMINISTERED BY THE REGIONAL
TRANSPORTATION AUTHORITY THROUGH ITS REGIONAL TECHNICAL
ASSISTANCE PROGRAM FOR THE INTER/INTRA COUNTY PARATRANSIT PLAN
PROJECT**

THIS AGREEMENT entered into this _____, day of _____, A.D. 20____, by and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, ANTIOCH TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as ANTIOCH, AVON TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as AVON, CUBA TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as CUBA, ELA TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as ELA, FREMONT TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as FREMONT, GRANT TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as GRANT, LAKE VILLA TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as LAKE VILLA, LIBERTYVILLE TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as LIBERTYVILLE, MORAINÉ TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as MORAINÉ, VERNON TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as VERNON, WARREN TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as WARREN, WAUCONDA TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as WAUCONDA, WEST DEERFIELD TOWNSHIP, an Illinois Unit of Local Government, acting by and through its Supervisor and Board of Trustees, hereinafter referred to as WEST DEERFIELD and ZION TOWNSHIP, an Illinois Unit of Local Government, acting by and

Inter/Intra County Paratransit Transportation PLAN Project

through its Supervisor and Board of Trustees, hereinafter referred to as ZION. ANTIOCH, AVON, CUBA, ELA, FREMONT, GRANT, LAKEVILLA, LIBERTYVILLE, MORAINÉ, VERNON, WARREN, WAUCONDA, WEST DEERFIELD and ZION may hereinafter be referred to as the SUPPORTING AGENCIES. The COUNTY and the SUPPORTING AGENCIES may hereinafter be referred to individually as a "PARTY" and collectively as the "PARTIES".

WITNESSETH

WHEREAS, the SUPPORTING AGENCIES are desirous to advance the efforts of the Lake County Coordinated Transportation Services Committee (hereinafter LCCTSC) for the purpose of developing a plan to provide for the transportation needs of the elderly, the disabled and the low income residents of Lake County; and,

WHEREAS, the Regional Transportation Authority (hereinafter RTA) makes transportation planning and technical assistance funds available to local units of government through its Regional Technical Assistance Program (hereinafter RTAP); and,

WHEREAS, the LCCTSC, on behalf of the COUNTY, did apply for RTAP assistance and did receive approval from the RTA for the Inter/Intra County Paratransit Transportation PLAN Project (hereinafter PLAN); and,

WHEREAS, the COUNTY Board, at their November 14, 2006 meeting, did adopt a resolution authorizing direct COUNTY Board involvement in and supporting the efforts of the LCCTSC; and,

WHEREAS, the COUNTY, acting by and through its Division of Transportation, hereinafter LCDOT, has agreed to serve as the project manager/grant recipient and enter into the appropriate agreements with the RTA for the administration of the PLAN; and,

WHEREAS, the COUNTY has agreed to serve as the financial agent for said PLAN; and,

WHEREAS, the SUPPORTING AGENCIES of the LCCTSC have agreed to contribute to the local match for the RTAP grant for the PLAN. Said local match shall amount to twenty percent (20%) of the cost of said PLAN; and,

WHEREAS, the PARTIES hereto agree that the intent of THIS AGREEMENT is to facilitate the undertaking of the PLAN by providing the means by which (1) the local match for the RTAP grant is collected; (2) funds may be

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received from the RTA; and, (3) funds may be disbursed to pay the agreed upon costs for said PLAN;

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 hereto do hereby enter into the following:

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 between the PARTIES hereto that the LCDOT will serve as the project manager for the PLAN and will perform the administrative functions associated with said PLAN. For the purposes of THIS AGREEMENT, said administrative functions shall be limited to conducting the consultant selection process, selecting the consultant(s) with the advise and consent of the RTA, the SUPPORTING AGENCIES and the LCCTSC, contracting with any consultant(s) that may be required to perform the work items included in the approved scope of services for the PLAN, paying the consultant(s) for completion of the work items included in the scope of services for the PLAN, facilitating the process that will result in the timely completion of the PLAN, entering into a joint agreement with the RTA for the receipt of the RTAP funds, and receiving reimbursement from each of the SUPPORTING AGENCIES in accordance with the Division of Cost table included as EXHIBIT A in THIS AGREEMENT for the cost of the local match for said PLAN.
3. It is mutually agreed by and among the PARTIES hereto that the work items contained in the approved RTAP application shall serve as the basis for the scope of services for the PLAN. Said approved RTAP application, by reference herein is hereby made a part hereof.
4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local match contribution to be divided equally between the SUPPORTING AGENCIES shall not exceed total amount indicated in EXHIBIT A.
5. It is mutually agreed by and among the PARTIES hereto that upon receipt of written notification from the RTA approving the use of RTAP funds and authorization to proceed with the PLAN and the consultant selection process, the SUPPORTING AGENCIES shall

each pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum, an amount equal to one hundred percent (100%) of their respective obligations incurred under THIS AGREEMENT for payment of the local share for the PLAN.

6. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in the COUNTY executing the contract for the PLAN with the consultant(s).

The PARTIES further agree that there shall not be any changes made to the agreed upon scope of services for said PLAN that result in additional costs to the PARTIES hereto.

The SUPPORTING AGENCIES of the LCCTSC further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the PLAN, without reimbursement from the other PARTIES hereto.

The PARTIES further agree that by duly executing THIS AGREEMENT, the PARTIES concur in the COUNTY executing the agreement with the RTA for the receipt of the RTAP funds for the PLAN.

7. The SUPPORTING AGENCIES of the LCCTSC agree to work with the LCDOT to complete the PLAN and agree to review submittals from the consultant in a timely manner.
8. It is mutually agreed by and among the PARTIES hereto that upon receipt of the necessary local match, the COUNTY agrees to pursue the completion of the PLAN in the event that the LCCTSC is unable to perform its responsibilities as stipulated in THIS AGREEMENT or otherwise ceases to function as an organization.

It is further agreed that if the COUNTY assumes the sole responsibility for the completion of the PLAN, the COUNTY will not remit back to the SUPPORTING AGENCIES of the LCCTSC any of the funds collected for the local match for said PLAN.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of each PARTY and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be

specifically enforceable against each PARTY; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to each PARTY.

10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto to execute THIS AGREEMENT affix their signatures.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and among the PARTIES hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among the PARTIES hereto that the agreement of the PARTIES hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
14. It is mutually agreed by and among 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.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
16. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. Except as may be specifically stated otherwise in this AGREEMENT, no PARTY hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its rights, duties, obligations

and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.

17. It is mutually agreed by and among the PARTIES hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.
18. THIS AGREEMENT shall be considered null and void in the event that all of the SUPPORTING MEMBERS of the LCCTSC named in EXHIBIT A do not provide the necessary local match for the RTAP funds, the cost of said PLAN is deemed to be prohibitive by the PARTIES, the RTA withdraws or withholds its approval for the use of RTAP funds for the PLAN, or the contract(s) between the COUNTY and the consultant(s) for the PLAN is/are not awarded by January 1, 2010.

ATTEST:

Kathleen Smith
Township Clerk

ANTIOCH TOWNSHIP

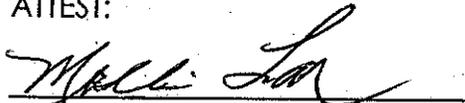
By:

[Signature]
Supervisor

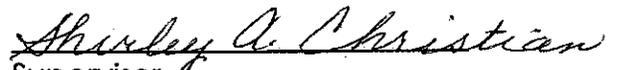
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Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

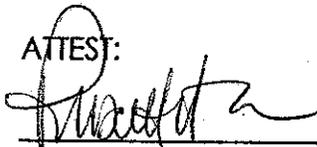

Township Clerk

AVON TOWNSHIP

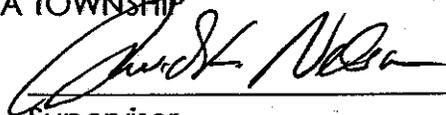
By: 
Supervisor

Date: August 14, 2008

Inter/Intra County Paratransit Transportation PLAN Project

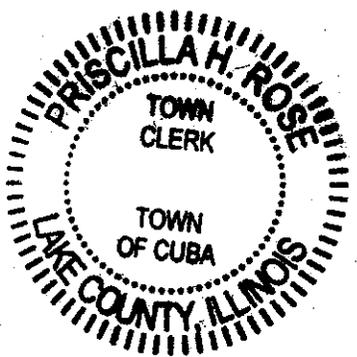
ATTEST:


Township Clerk

CUBA TOWNSHIP
By: 

Supervisor

Date: _____



Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

ELA TOWNSHIP

By: _____
Supervisor

Date: _____

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

FREMONT TOWNSHIP

By: _____
Supervisor

Date: _____

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

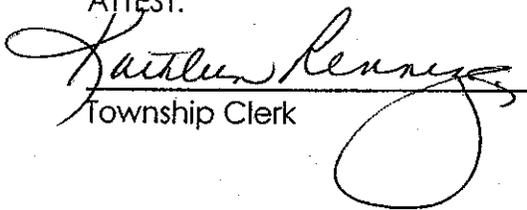
GRANT TOWNSHIP

By: _____
Supervisor

Date: _____

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:


Township Clerk

LAKE VILLA TOWNSHIP

By:


Supervisor

Date:

7-7-08

Inter/Intra County-Paratransit Transportation PLAN Project

ATTEST:

Anne Hansen
Township Clerk

LIBERTYVILLE TOWNSHIP

By: Betty Ann Moore
Supervisor

Date: June 27, 2008

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

MORaine TOWNSHIP

By: 
Supervisor

Date: 7-1-08

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

VERNON TOWNSHIP

By: _____
Supervisor

Date: _____

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Margaret Keenan-Demeter
Township Clerk

WARREN TOWNSHIP

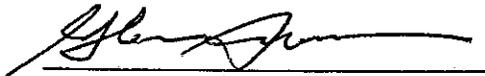
By: [Signature]
Supervisor

Date: 7-14-08

ATTEST:

Christine Rowe
Township Clerk

WAUCONDA TOWNSHIP

By: 
Supervisor

Date: 7/18/08

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:


Township Clerk

WEST DEERFIELD TOWNSHIP

By: 
Supervisor

Date: Sept 15, 2008

Inter/Intra County Paratransit Transportation PLAN Project

ATTEST:

Township Clerk

ZION TOWNSHIP

By: _____
Supervisor

Date: _____

Inter/Intra County Paratransit Transportation PLAN Project

RECOMMENDED FOR EXECUTION

Lake County
Director of Transportation/
County Engineer

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

Clerk
Lake County

EXHIBIT A

**DIVISION OF COST
FOR LOCAL MATCH**

EXHIBIT A

DIVISION OF COST FOR LOCAL MATCH

Inter/Intra County Paratransit Transportation PLAN Project

SUPPORTING AGENCY	CONTRIBUTION TO LOCAL MATCH	
ANTIOCH TOWNSHIP	\$	1,000
AVON TOWNSHIP	\$	1,000
CUBA TOWNSHIP	\$	1,000
ELA TOWNSHIP	\$	1,000
FREMONT TOWNSHIP	\$	1,000
GRANT TOWNSHIP	\$	1,000
LAKE VILLA TOWNSHIP	\$	1,000
LIBERTYVILLE TOWNSHIP	\$	1,000
MORAINÉ TOWNSHIP	\$	1,000
VERNON TOWNSHIP	\$	1,000
WARREN TOWNSHIP	\$	1,000
WAUCONDA TOWNSHIP	\$	1,000
WEST DEERFIELD TOWNSHIP	\$	1,000
ZION TOWNSHIP	\$	1,000
TOTAL SUPPORTING AGENCIES LOCAL MATCH CONTRIBUTION	\$	14,000