

RESOLUTION R-37-05

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF WHEATON AND MILTON TOWNSHIP
(TOWNSHIP BUS PROGRAM)

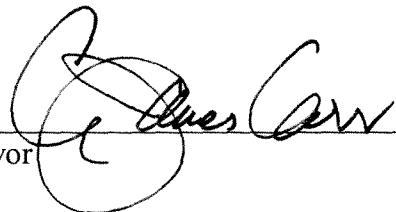
WHEREAS, the Town of Milton operates a Township Bus Program; and

WHEREAS, the Town of Milton has requested that the City of Wheaton assist them financially in funding the costs associated with operating the Township Bus Program; and

WHEREAS, the City of Wheaton desires to assist the Township in the funding of their Bus Program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, Illinois, that the Mayor is authorized to execute an Intergovernmental Agreement between the City of Wheaton and Milton Township pertaining to the Township Bus Program, dated May 16, 2005.

ADOPTED this 16th day of May, 2005.



Mayor

ATTEST:



City Clerk

Ayes:

Roll Call Vote:

Councilman Mouhelis
Councilman Suess
Councilman Bolds
Councilwoman Corry
Councilman Johnson
Mayor Carr
Councilman Levine

Nays:

None

Absent:

None

Motion Carried Unanimously

Published: May 17, 2005

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Q-3705

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WHEATON, ILLINOIS,
AND MILTON TOWNSHIP**

THIS AGREEMENT is made and entered into between the CITY OF WHEATON, ILLINOIS ("CITY"), and THE TOWNSHIP OF MILTON, 1492 North Main Street, Wheaton, Illinois 60187 ("THE TOWNSHIP") this 16th day of May, 2005.

WHEREAS, the CITY and THE TOWNSHIP are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, the CITY and THE TOWNSHIP are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (Ill. Rev. Stat. 1989, ch. 127, par. 741, et seq.); and

WHEREAS, the CITY and THE TOWNSHIP are authorized to contract between each other to obtain or share services or exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the CITY and THE TOWNSHIP desire to cooperate with respect to the transportation and the costs associated thereto for disabled citizens on THE TOWNSHIP Bus Program; and

WHEREAS, THE TOWNSHIP is currently levying property taxes at the maximum amount permitted by State Statute; and

WHEREAS, the CITY is reviewing the possibility of participating in DuPage County's Ride DuPage Program; and

WHEREAS, if the CITY participates in Ride DuPage Program, there will be no need for the CITY to use the transportation offered by THE TOWNSHIP; and

WHEREAS, the CITY is willing to provide THE TOWNSHIP with partial funding for the Bus Program for a one (1) year period, or until such date before the end of the one year period that the Agreement is terminated by the CITY; and

WHEREAS, the CITY will not provide additional funding for this program beyond its 2005-2006 fiscal year which will require THE TOWNSHIP to evaluate its overall revenues and expenditures to ensure that adequate funding is provided to the Bus Program if it is to continue to operate in its current format.

NOW, THEREFORE, in consideration of the foregoing preambles and the covenants recited in this agreement, together with good and valuable consideration, the receipt of which is acknowledged, the CITY and THE TOWNSHIP agree as follows:

1. **OBLIGATIONS OF THE CITY.** The CITY shall pay to THE TOWNSHIP, on a monthly basis, TWO DOLLARS AND 40/100 (\$2.40) for each Wheaton resident who receives a ride on THE TOWNSHIP Bus Program, provided the resident is SIXTY-FIVE (65) years or older and disabled, or under SIXTY-FIVE (65) years and a holder of an RTA Handicapped Reduced Fare Card. The \$2.40 reimbursement amount shall be for each ride received by the resident; provided, however, the maximum reimbursement to be paid by the CITY to THE TOWNSHIP shall be FIVE THOUSAND DOLLARS (\$5,000.00) during the CITY'S fiscal year, May 1, 2005 - April 30, 2006. However, should the CITY terminate this Agreement as provided for in Section 5 of this Agreement, the CITY shall only reimburse for those services performed as of the effective date of termination.

2. **OBLIGATIONS OF THE TOWNSHIP.** THE TOWNSHIP shall furnish its customary bus ride transportation to Wheaton residents aged SIXTY-FIVE (65) years and older who are disabled, or under SIXTY-FIVE (65) years and a holder of an RTA Handicapped Reduced Fare Card. As a condition precedent to payment as recited in Paragraph 1, THE TOWNSHIP shall furnish the CITY, monthly, with written documentation reciting the names and addresses of the residents for whom THE TOWNSHIP seeks reimbursement, the dates of providing transportation to the residents, and the location points between which the transportation was provided and whether the individual was SIXTY-FIVE (65) years or older, or under SIXTY-FIVE (65) years of age.

3. **INSURANCE REQUIRED.** THE TOWNSHIP shall, as a condition precedent to this agreement, file with the City Manager of the CITY, a policy or certificate of insurance, issued by a

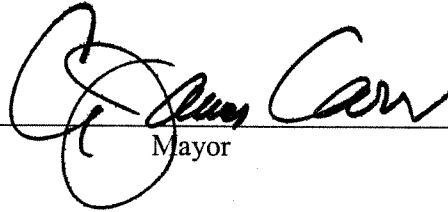
solvent insurance company authorized to do business in the State of Illinois, insuring THE TOWNSHIP against liability for any injury to any person or damage to any property, and against liability for death of any person or persons, resulting from the operation of THE TOWNSHIP Bus Program. Such policy or certificate shall cover the full term of this agreement. Such policy of insurance may cover one (1) or more motor vehicles/buses and shall insure THE TOWNSHIP, its successors, assigns or servants in the sum of *TEN THOUSAND DOLLARS (\$10,000.00)* against damage to property and in the sum of *FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)* against liability for personal injury or death of any person, and a minimum of *ONE MILLION DOLLARS (\$1,000,000.00)* for each accident or the amount required by the State of Illinois, whichever is greater. The CITY shall be named as an additional insured on the policy of insurance recited in this paragraph.

4. **INDEMNIFICATION.** THE TOWNSHIP agrees to indemnify and hold the CITY, its elected officials, employees, agents, successors and assigns, harmless from any and all claims, damages, actions, causes of action, personal injuries, and costs, including reasonable attorney's fees, that arise from or in connection with THE TOWNSHIP Bus Program.

5. **TERMINATION.** The CITY may terminate this Agreement upon fifteen (15) days written notice to THE TOWNSHIP. In the event of a termination, the CITY will pay THE TOWNSHIP for services performed as of the effective date of termination. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; or (iii) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

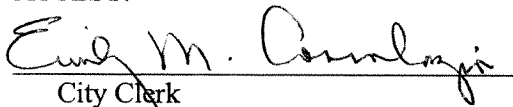
CITY OF WHEATON, an Illinois municipal corporation

By



Mayor

ATTEST:



City Clerk

THE TOWNSHIP OF MILTON

By
