

**RESOLUTION**  
R 126 07

**A RESOLUTION AUTHORIZING SIGNATURES OF VILLAGE  
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received a Agreement between the Village of Lombard and The Ray Graham Association for People with Disabilities in regard to the Village's Municipal Vanpool Service Agreement with Pace, as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.


Adopted this 3rd day of May, 2007.

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom


Nayes: None

Absent: None

Approved this 3rd day of May, 2007.

  
\_\_\_\_\_  
William J. Mueller  
Village President

ATTEST:

  
\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

**AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND  
THE RAY GRAHAM ASSOCIATION FOR PEOPLE WITH DISABILITIES  
IN REGARD TO THE VILLAGE'S  
MUNICIPAL VANPOOL SERVICE AGREEMENT WITH PACE**

THIS AGREEMENT (hereinafter the "AGREEMENT"), entered into this 25 day of APRIL, 2007, by and between the Village of Lombard, DuPage County, Illinois (hereinafter the "VILLAGE") and the Ray Graham Association for People With Disabilities, DuPage County, Illinois (hereinafter the "ASSOCIATION"). (The VILLAGE and the ASSOCIATION are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties.")

WITNESSETH:

WHEREAS, the VILLAGE has entered into a Municipal Vanpool Service Agreement with the Suburban Bus Division of the Regional Transportation Authority (hereinafter "PACE"), pursuant to which PACE has agreed to provide vehicles to the VILLAGE to allow the VILLAGE to provide certain dial-a-ride transportation service to VILLAGE residents with disabilities (hereinafter the "PROGRAM") for a period of at least one (1) year; a copy of said agreement with PACE being attached hereto as EXHIBIT 1 and made part hereof (hereinafter the "PACE AGREEMENT"); and

WHEREAS, pursuant to the PACE AGREEMENT, the VILLAGE is not precluded from contracting with other entities to provide the transportation services referenced in the PACE AGREEMENT, under certain terms and conditions (hereinafter the "THIRD PARTY PROVIDER"); and

WHEREAS, the ASSOCIATION has indicated to the VILLAGE that, as the ASSOCIATION currently provides certain transportation services to VILLAGE residents with disabilities, the ASSOCIATION is willing to provide the transportation services

described in the PACE AGREEMENT, on behalf of the VILLAGE, as the THIRD PARTY PROVIDER; and

WHEREAS, the VILLAGE has determined that it is in the best interests of the VILLAGE to use the ASSOCIATION as the THIRD PARTY PROVIDER under the PACE AGREEMENT, under the terms and conditions as provided herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this AGREEMENT; and

WHEREAS, it is in the best interests of the VILLAGE and the ASSOCIATION to enter into this AGREEMENT;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. The VILLAGE shall:
  - A. Take all necessary action to:
    - (i) designate the ASSOCIATION as the THIRD PARTY PROVIDER on behalf of the VILLAGE under the PACE AGREEMENT; and
    - (ii) obtain the written approval of PACE for this AGREEMENT as negotiated;
  - B. Provide the ASSOCIATION with the vehicles to be provided to the VILLAGE by PACE under the PACE AGREEMENT; and
  - C. Provide the ASSOCIATION with any revenues to be received from PACE, if any, under the PACE AGREEMENT.

2. The ASSOCIATION shall:
  - A. Take all action necessary to serve as the VILLAGE's THIRD PARTY PROVIDER under the PACE AGREEMENT;
  - B. Comply with all the terms, conditions and requirements of the PACE AGREEMENT, including, but not limited to, any and all driver documentation, insurance and reporting requirements, as are applicable to the VILLAGE thereunder, on behalf of the VILLAGE;
  - C. In addition to complying with the insurance requirements set forth in Section 10 of the PACE AGREEMENT, name the VILLAGE and its officers, agents and employees as additional insureds on all insurance policies as required by said Section 10 of the PACE AGREEMENT.
  - D. Use the vehicles supplied to the VILLAGE under the PACE AGREEMENT to provide transportation services to disabled residents of the VILLAGE, including, but not limited to, the coordination of drivers and dispatching services;
  - E. Keep all fare box revenues generated by the transportation services provided by the ASSOCIATION pursuant to this AGREEMENT;
  - F. As required by Exhibit C to the PACE AGREEMENT, make sure that no discrimination shall be made in any term or aspect of employment by the ASSOCIATION because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or

mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors; and

- G. During the term of this AGREEMENT, investigate whether a more permanent disabled persons transportation solution exists for the VILLAGE, as well as for the other municipalities within the service area of the ASSOCIATION, and report to the VILLAGE the findings of said investigation.

3. In addition to complying with the indemnification/hold harmless requirements applicable to PACE, the ASSOCIATION shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or out of the acts or omissions of the ASSOCIATION, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this AGREEMENT.

4. This AGREEMENT is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this AGREEMENT shall constitute a waiver of any privileges, defenses or immunities which the VILLAGE may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

5. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the ASSOCIATION:

President  
Ray Graham Association for People With Disabilities  
2801 Finley Road  
Downers Grove, Illinois 60515

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

6. This AGREEMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same AGREEMENT.

7. This AGREEMENT contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

8. This AGREEMENT shall be deemed dated and become effective on the date the last of the Parties execute this AGREEMENT as set forth below, and shall be for the term of the PACE AGREEMENT.

9. The ASSOCIATION may terminate this AGREEMENT upon written notice to the VILLAGE in the event that:

- (i) the PACE AGREEMENT is terminated; or


- (ii) funding and/or equipment is not provided by PACE as provided in this AGREEMENT or the PACE AGREEMENT.

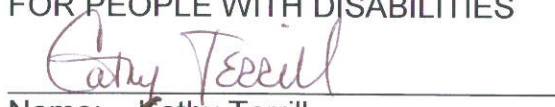
10. In the event of litigation regarding this AGREEMENT, venue shall be in DuPage County, Illinois, and the non-prevailing party shall reimburse the prevailing party for the reasonable costs and expenses (including reasonable attorneys' fees through any appellate level) incurred by the prevailing party.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this AGREEMENT to be executed by its Village President and attested by its Village Clerk, and the ASSOCIATION, pursuant to the authority duly granted by the adoption of a Resolution by its Board, has caused this instrument to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD


RAY GRAHAM ASSOCIATION  
FOR PEOPLE WITH DISABILITIES

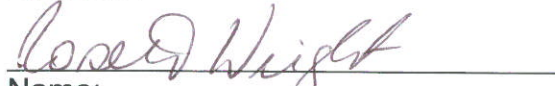
  
Name: William J. Mueller  
Title: Village President

  
Name: Kathy Terrill  
Title: President

ATTEST:

ATTEST:

  
Name: Brigitte O'Brien  
Title: Village Clerk

  
Name: Rose D. Wright  
Title: Secretary

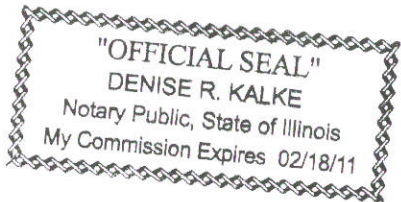
Dated: MAY 3, 2007

Dated: 4/25/07

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard (hereinafter the "Village"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 3rd day of May, 2007.



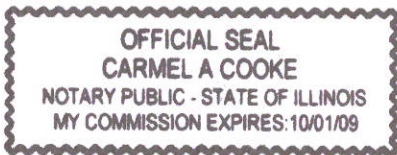
Denise R. Kalke  
Notary Public



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ~~Kathy~~ Terrill and Rosette Wright, personally known to me to be the President and Secretary of the Ray Graham Association for People With Disabilities (hereinafter the "Association"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Association, as their free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Association, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25<sup>th</sup> day of 2007,  
2007.



Carmel A. Cooke  
Notary Public

**EXHIBIT 1**

**(Municipal Vanpool Service Agreement  
By and Between the Suburban Bus Division of the  
Regional Transportation Authority (PACE) and the Village of Lombard)**

**AN AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND  
THE RAY GRAHAM ASSOCIATION FOR PEOPLE WITH DISABILITIES  
IN REGARD TO THE VILLAGE'S  
MUNICIPAL VANPOOL SERVICE AGREEMENT WITH PACE**

THIS AGREEMENT (hereinafter the "AGREEMENT"), entered into this 25 day of APRIL, 2007, by and between the Village of Lombard, DuPage County, Illinois (hereinafter the "VILLAGE") and the Ray Graham Association for People With Disabilities, DuPage County, Illinois (hereinafter the "ASSOCIATION"). (The VILLAGE and the ASSOCIATION are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties.")

WITNESSETH:

WHEREAS, the VILLAGE has entered into a Municipal Vanpool Service Agreement with the Suburban Bus Division of the Regional Transportation Authority (hereinafter "PACE"), pursuant to which PACE has agreed to provide vehicles to the VILLAGE to allow the VILLAGE to provide certain dial-a-ride transportation service to VILLAGE residents with disabilities (hereinafter the "PROGRAM") for a period of at least one (1) year; a copy of said agreement with PACE being attached hereto as EXHIBIT 1 and made part hereof (hereinafter the "PACE AGREEMENT"); and

WHEREAS, pursuant to the PACE AGREEMENT, the VILLAGE is not precluded from contracting with other entities to provide the transportation services referenced in the PACE AGREEMENT, under certain terms and conditions (hereinafter the "THIRD PARTY PROVIDER"); and

WHEREAS, the ASSOCIATION has indicated to the VILLAGE that, as the ASSOCIATION currently provides certain transportation services to VILLAGE residents with disabilities, the ASSOCIATION is willing to provide the transportation services

described in the PACE AGREEMENT, on behalf of the VILLAGE, as the THIRD PARTY PROVIDER; and

WHEREAS, the VILLAGE has determined that it is in the best interests of the VILLAGE to use the ASSOCIATION as the THIRD PARTY PROVIDER under the PACE AGREEMENT, under the terms and conditions as provided herein; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this AGREEMENT; and

WHEREAS, it is in the best interests of the VILLAGE and the ASSOCIATION to enter into this AGREEMENT;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. The VILLAGE shall:
  - A. Take all necessary action to:
    - (i) designate the ASSOCIATION as the THIRD PARTY PROVIDER on behalf of the VILLAGE under the PACE AGREEMENT; and
    - (ii) obtain the written approval of PACE for this AGREEMENT as negotiated;
  - B. Provide the ASSOCIATION with the vehicles to be provided to the VILLAGE by PACE under the PACE AGREEMENT; and
  - C. Provide the ASSOCIATION with any revenues to be received from PACE, if any, under the PACE AGREEMENT.

2. The ASSOCIATION shall:
  - A. Take all action necessary to serve as the VILLAGE's THIRD PARTY PROVIDER under the PACE AGREEMENT;
  - B. Comply with all the terms, conditions and requirements of the PACE AGREEMENT, including, but not limited to, any and all driver documentation, insurance and reporting requirements, as are applicable to the VILLAGE thereunder, on behalf of the VILLAGE;
  - C. In addition to complying with the insurance requirements set forth in Section 10 of the PACE AGREEMENT, name the VILLAGE and its officers, agents and employees as additional insureds on all insurance policies as required by said Section 10 of the PACE AGREEMENT.
  - D. Use the vehicles supplied to the VILLAGE under the PACE AGREEMENT to provide transportation services to disabled residents of the VILLAGE, including, but not limited to, the coordination of drivers and dispatching services;
  - E. Keep all fare box revenues generated by the transportation services provided by the ASSOCIATION pursuant to this AGREEMENT;
  - F. As required by Exhibit C to the PACE AGREEMENT, make sure that no discrimination shall be made in any term or aspect of employment by the ASSOCIATION because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or

mental handicap unrelated to ability, or an unfavorable discharge from military service, or political reasons or factors; and

- G. During the term of this AGREEMENT, investigate whether a more permanent disabled persons transportation solution exists for the VILLAGE, as well as for the other municipalities within the service area of the ASSOCIATION, and report to the VILLAGE the findings of said investigation.

3. In addition to complying with the indemnification/hold harmless requirements applicable to PACE, the ASSOCIATION shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, from or out of the acts or omissions of the ASSOCIATION, or its officers, agents, employees or contractors, in the exercise of its rights or the performance of its obligations under this AGREEMENT.

4. This AGREEMENT is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this AGREEMENT shall constitute a waiver of any privileges, defenses or immunities which the VILLAGE may have under the Local Government and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.

5. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the ASSOCIATION:

President  
Ray Graham Association for People With Disabilities  
2801 Finley Road  
Downers Grove, Illinois 60515

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

6. This AGREEMENT shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same AGREEMENT.

7. This AGREEMENT contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them respecting the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this AGREEMENT which are not fully expressed herein.

8. This AGREEMENT shall be deemed dated and become effective on the date the last of the Parties execute this AGREEMENT as set forth below, and shall be for the term of the PACE AGREEMENT.

9. The ASSOCIATION may terminate this AGREEMENT upon written notice to the VILLAGE in the event that:

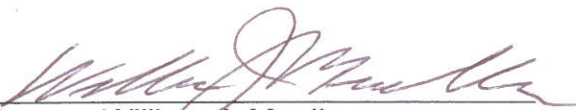
- (i) the PACE AGREEMENT is terminated; or

(ii) funding and/or equipment is not provided by PACE as provided in this AGREEMENT or the PACE AGREEMENT.

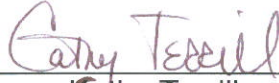
10. In the event of litigation regarding this AGREEMENT, venue shall be in DuPage County, Illinois, and the non-prevailing party shall reimburse the prevailing party for the reasonable costs and expenses (including reasonable attorneys' fees through any appellate level) incurred by the prevailing party.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this AGREEMENT to be executed by its Village President and attested by its Village Clerk, and the ASSOCIATION, pursuant to the authority duly granted by the adoption of a Resolution by its Board, has caused this instrument to be signed by its President and attested by its Secretary.

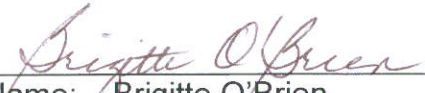
VILLAGE OF LOMBARD

  
Name: William J. Mueller  
Title: Village President

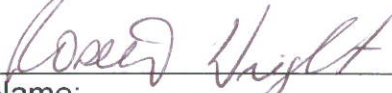
RAY GRAHAM ASSOCIATION  
FOR PEOPLE WITH DISABILITIES

  
Name: Kathy Terrill  
Title: President

ATTEST:

  
Name: Brigitte O'Brien  
Title: Village Clerk

ATTEST:

  
Name: Roxie Wright  
Title: Secretary

Dated: MAY 3, 2007

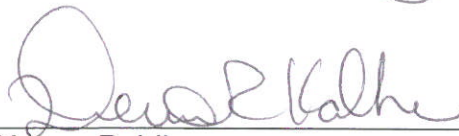
Dated: 4/25/07

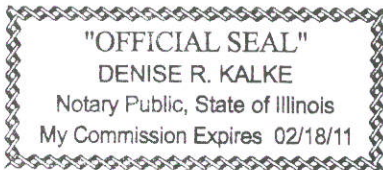


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk of the Village of Lombard (hereinafter the "Village"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village, as their free and voluntary act, and as the free and voluntary act and deed of said Village, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 3rd day of May,  
2007.

  
\_\_\_\_\_  
Notary Public



STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DuPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named ~~Kathy~~ Rosette Wright Terrill and Rosette Wright, personally known to me to be the President and Secretary of the Ray Graham Association for People With Disabilities (hereinafter the "Association"), and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Association, as their free and voluntary act, and as the free and voluntary act and deed of said Association, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Association, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25<sup>th</sup> day of April, 2007.

Carmel A. Cooke  
Notary Public



**EXHIBIT 1**

**(Municipal Vanpool Service Agreement  
By and Between the Suburban Bus Division of the  
Regional Transportation Authority (PACE) and the Village of Lombard)**