

**INTERGOVERNMENTAL AGREEMENT FOR
TRANSPORTATION SERVICES**

BETWEEN:

COUNTY OF LIVINGSTON

AND

HAMBURG TOWNSHIP

INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION SERVICES

This Intergovernmental Agreement for Transportation Services (“Agreement”), is made and entered into this _____ day _____, 2022, by and between the COUNTY OF LIVINGSTON, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and Hamburg Township, a Michigan General Law Township with offices at 10405 Merrill Road, Whitmore Lake, Michigan 48189 (hereafter referred to as the “Township”).

WITNESSETH

WHEREAS, the County, through Livingston Essential Transportation Services (“LETS”), provides transportation services throughout Livingston County;

WHEREAS, the Township seeks to contract with the County for the provision of demand response service to elderly residents of the Township;

WHEREAS, the County has agreed to provide said transportation services on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

- A. *Term and Renewal.* The term of this Agreement will be one (1) year and will commence on July 1, 2022 and terminate on June 30, 2023 (the “Initial Term”). This Agreement may be renewed for two (2) additional one-year terms (“Renewal Term”) by written notice of intent to renew at least thirty (30) days before the expiration of the Initial Term or Renewal Term.
- B. *Termination.* Either party may terminate this Agreement upon thirty (30) days advanced written notice to the other party.
- C. *Scope of Service.* LETS will provided buses to service riders within the Township Monday through Friday each week during the term of this Agreement. Service will be provided on a demand response basis. Riders being transported to and from the senior center will be charged a fare of \$1.00 per one way trip. All other riders will be charged a fare of \$1.00 per round trip for “In-County” service and \$3.00 per round trip for “Out-of-County” service. It is expressly understood that all policies relating to fare collection, personnel and administration of LETS will be the responsibility of the County.
- D. *Payment by Township.* The Township agrees to pay the County its “Local Share” of the total cost of the service provided by the County not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) annually. The Local Share is the cost to the County after reducing the actual cost of service by federal and state contributions and will vary depending on farebox revenue and is illustrated by the Local Share Formula attached hereto as Exhibit A. The County

will invoice the Township for its Local Share on a monthly basis which shall be paid within thirty (30) days of receipt.

- E. *Insurance.* The County shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the County's operation under the terms of the Agreement. Unemployment compensation coverage and workers compensation insurance shall be maintained in accordance with the applicable Federal and State law regulations. The County shall name the Township as an additional insured on all general liability and automobile policies of auto insurance applicable to this Agreement.
- F. *Compliance with Laws.* In performing under this Agreement, the parties shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all applicable OSHA/MIOSHA requirements, the Americans with Disabilities Act, Federal and/or State licensing and/or certification requirements of persons to provide services under this Agreement.
- G. *Non-Discrimination.* The Parties, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this subsection shall be regarded as a material breach of this Agreement.
- H. *Limitation of Liability.* Except as otherwise provided in this Agreement, it is understood that each Party shall be responsible for any claims made against that Party and for the acts or omissions of its respective employees or Township/County Agents. With respect to claims that arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees. Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or Agents in connection with any claim. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of the privileges and immunities as provided by law afforded to the Parties. The Parties expressly reserve all privileges and immunities as provided by law.
- I. *Choice of Law.* This Agreement shall be construed according to the laws of the State of Michigan. The County and the Township agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

- J. *Waivers.* No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- K. *Amendments.* Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
- L. *Assignment.* Neither party shall assign its duties and/or obligations or right to receive payments under this Agreement without the prior written consent of the other party.
- M. *Section Titles.* Titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- N. *Complete Agreement.* This Agreement, the attached Exhibits, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- O. *Binding Agreement.* The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.
- P. *Survival Clause.* All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.
- Q. *Invalid Provisions.* If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.
- R. *Certification to Sign.* The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES TO THIS INTERGOVERNMENTAL AGREEMENT FOR TRANSPORTATION SERVICES HAVE SIGNED THIS AGREEMENT ON THE DATE APPEARING BELOW SIGNATURE AND THIS AGREEMENT HAS BEEN FULLY EXECUTED ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

HAMBURG TOWNSHIP

By: _____
Wes Nakagiri, Chairperson
County Board of Commissioners

By: _____
Pat Hohl
Supervisor

Dated: _____

Dated: _____

Approved as to Form:

Mark T. Koerner, Attorney

EXHIBIT A

Local Share Formula

“Actual Cost” =	Annual Hours x \$68.00 per hour
“Federal Contribution” (@50%) =	Actual Cost – Farebox Revenue/2
“State Contribution” (@35%) =	Actual Cost x .35
“Local Share” =	Actual Cost – Federal Contribution – State Contribution

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