

Memo

To: Village President, Board of Trustees
From: Robert Kosin, Director of Administration
CC: Village Clerks
Date: March 27, 2015
Re: PACE Dial-A-Ride IGA

The Village by way of Res 13-27 contributes to the cost of PACE bus service to senior and handicapped residents as established in an IGA with Cuba and Barrington Township. The amount of the contribution is \$3,750 based on a formula from the record of the prior year's ridership.

An agreement for 2015 has been presented with a diminution of the contribution to \$2,500 based on a ridership of 420 riders in 2014.

There is presented a resolution with the revised IGA for the consideration of the BOT at its March meeting.

**RESOLUTION AUTHORIZING AND APPROVING AN
INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGE OF
BARRINGTON HILLS, CUBA TOWNSHIP AND BARRINGTON TOWNSHIP**

WHEREAS, the Village of Barrington Hills ("Village") located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, is a home rule municipality; and

WHEREAS, Cuba Township ("Cuba") and Barrington Township ("Barrington") are each units of local government; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois provides authority for units of local governmental to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/5, provides that units of local government are authorized "to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform . . . except . . . where specifically and expressly prohibited by law"; and

WHEREAS, the President and Board of Trustees of the Village of Barrington Hills deem it advisable, necessary, appropriate, and in the public interest and find that it would best serve the public and corporate purposes for which the Village of Barrington Hills is organized for the Village to enter into an Intergovernmental Agreement with Cuba and Barrington for the sharing of costs of the cost of providing Pace bus service to senior and handicapped residents of the Village on substantially the terms and conditions set forth in the Intergovernmental Agreement which is attached hereto and expressly made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry in the State of Illinois, a home rule municipality as follows:

Section 1: Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2: Authorization. Under authority vested in the President and Board of Trustees of the Village of Barrington Hills pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/11 et seq., and the ordinances of the Village of Barrington Hills, the President and Board of Trustees hereby authorize and approve the execution of the Intergovernmental Agreement substantially in the form attached hereto and made part hereof as Exhibit A.

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Section 3: Execution and Delivery. The President and Village Clerk of the Village of Barrington Hills are hereby authorized and directed to execute and deliver to all of the other parties, an Intergovernmental Agreement substantially in the form of Exhibit A and to do all things necessary and essential, including the execution of any other documents and certificates to accomplish the agreement hereinabove authorized and set forth in the Agreement.

Section 4: Effective Date. This Resolution shall be in full force and effect from and after its approval and publication according to law.

APPROVED THIS _____ day of _____, 2015

AYES: _____, NAYS: _____, ABSENT: _____, ABSTAIN: _____

Village President

ATTEST:

Village Clerk

Exhibit A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN BARRINGTON TOWNSHIP,
CUBA TOWNSHIP, AND THE VILLAGE OF BARRINGTON HILLS TO PROVIDE FOR
CONTRIBUTION UNDER THE LOCAL SHARE AGREEMENT WITH PACE FOR
SENIOR/HANDICAPPED BUS SERVICE**

This Agreement, made and entered into effective as of this ____ date of _____ 2014, pursuant to authority of the Illinois Constitution and State statutes, by and between Barrington Township ("Barrington"), a unit of local government, Cuba Township ("Cuba"), a unit of local government, and the Village of Barrington Hills ("Village"), a municipal corporation;

WITNESSETH:

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois provides that units of government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities, and,

WHEREAS, 5 ILCS 110/1 et. seq., further authorizes intergovernmental cooperation; and

WHEREAS, on or about November, 2010, Barrington and Cuba entered into a Local Share Agreement ("Local Share Agreement") with the Suburban Bus Division of the Regional Transportation Authority (RTA) operating under the name of and hereinafter referred to as "PACE" to provide curb-to-curb bus service within a service area to include Barrington, Cuba and the Village, and

WHEREAS, the Local Share Agreement shall be effective for the period from January 1, 2015 through December 31, 2015, and

WHEREAS, it is has been determined by the corporate authorities of Barrington, Cuba, and the Village that this Agreement is in the best interests of the residents of these governmental units.

NOW. THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Reimbursement.** The Village shall reimburse Barrington and Cuba for its share of the local share subsidy for each system ride by a resident of the Village, so long as the current PACE subsidy remains in effect.
2. **Timing and Invoicing of Reimbursement.** Reimbursement shall be made during the 2015 calendar year and shall be based on the previous year's ridership (July 1, 2013 through June 30, 2014) of approximately 420 rides.

3. **Reimbursement Estimate.** Reimbursement for calendar year 2015 will be on based on a fixed rate in the amount of \$2,500 for a range of 250 to 499 rides. This fee is based on the Villages ridership of 420 rides between July 1, 2013 and June 30, 2014. The estimated, subsidized cost of each ride in 2015 will vary, depending on overall volume.
4. **Limitation of Participation.** It is understood by the parties that the Village's participation in the transportation service provided for by the Local Share Agreement is limited to financial support by way of reimbursement to Barrington and Cuba and it shall not have responsibility for or exercise any supervisory or management authority over any of the day-to-day operations for said transportation services. However, the Village shall have the right to comment to Barrington and/or Cuba on the quality and level of service which is the subject of the Local Share Agreement and Barrington and Cuba shall, in turn, communicate those comments to PACE.
5. **Indemnification.** It is understood by the parties that pursuant to the Local Share Agreement, PACE agrees to and shall defend, indemnify, and hold harmless Barrington and Cuba from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorneys' fees, and other reasonable costs of defense, arising out of or resulting from the negligent conduct of PACE, its agents, servants, employees, officers, or contractors in providing service under the PACE Paratransit Local Share Agreement for 2015. This indemnification and hold harmless provision does not extend to negligent or willful and wanton conduct the Parties, their agents, officers, and employees or third parties. Barrington and Cuba agree to defend, hold harmless and indemnify the Village in the same manner and to the same extent as they are so defended, held harmless and indemnified by PACE.
6. **Agreement.** This Agreement constitutes the entire Agreement between the parties hereto. Any proposed changes in the Agreement shall be submitted in writing for prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.
7. **Termination by PACE.** The Parties understand that the Local Share Agreement can be terminated upon thirty (30) calendar days written notice by PACE, if:
 - (1) sufficient funds have not been appropriated to cover the estimated requirements by PACE or by any other agency funding the service;
 - (2) PACE develops alternative public transportation services which, as determined by PACE will better meet the transportation needs of the public; or,
 - (3) the Village fails to make payments as required by Section 6 of the Local Share Agreement

8. **Termination by Townships or Village.** It is further understood that after the first ninety (90) days of operation under the Local Share Agreement, either Barrington, Cuba or the Village may cancel the Local Share Agreement without penalty following forty-five (45) days written notice to PACE, if:
- (1) funding sources become substantially reduced;
 - (2) the local share is projected to exceed the budgeted amount by 10% or
 - (3) for any violation by PACE or its Contractor of the terms of the Agreement if said violation has not been corrected within thirty (30) days of written notice by Barrington or Cuba to PACE. Such termination or cancellation of the Local Share Agreement shall cause the cancellation of this Agreement.
9. **Modification; Term.** Neither the Village, Barrington nor Cuba shall, either directly or indirectly, seek any modification of this Agreement through Court action but, either party may enforce this Agreement through Court action. This Agreement shall commence on January 1, 2015 and shall expire on December 31, 2015 following its execution but the parties' respective obligations for reimbursement as herein provided for, for matters arising during the term of this Agreement, shall survive said termination.
10. **Effect on Other Agreements.** This Agreement shall not be construed as a modification or amendment of any prior Intergovernmental Agreement between the Parties unless a provision of this Agreement is more specific or restrictive, in which case this Agreement shall control.
11. **Mutual Support.** The parties agree to cooperate within the limits of their authority in the enforcement of the provisions of this Agreement and the implementing regulations adopted.
12. **Partial Invalidity.** If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of the Agreement which can be given effect without the invalid provisions. To this end, the provisions of this Agreement are to be severable.
13. **Construction of this Agreement.** This Agreement shall be construed in accordance with the laws of the State of Illinois.
14. **Counterparts.** This intergovernmental agreement may be executed in counterparts and when so executed and communicated to the other parties by facsimile or by email shall be as fully binding and effective as if all parties have signed the same document.

Barrington Township, a unit of local government

By: _____
Supervisor

Attest: _____
Clerk

Village of Barrington Hills, a municipal corporation

By: _____
Mayor/President

Attest: _____
Clerk

Cuba Township, a unit of local government

By: _____
Supervisor

Attest: _____
Clerk