



# Memo

**To:** Board of Trustees  
**From:** Robert Kosin, Director of Administration  
**Date:** February 22, 2017  
**Re:** PACE Dial-A-Ride IGA

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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 was \$3,750 based on a formula from the record of the prior year's ridership.

An agreement for 2017 has been presented with a diminution of the contribution to \$200 based on a ridership of 1 ride in 2016.

There is presented a request to continue participation with the revised IGA for the consideration of the BOT at the March meeting.

October 11, 2016

To: All Barrington Area Communities and Townships

From: Barrington Area Transportation Committee

Subject: Pace-Dial-A-Ride program estimates for your 2017 budget planning

The Pace Dial-a Ride program continues to provide essential transportation services to Barrington area disabled and senior citizens. The Transportation Committee met on 4 October to review and recalculate equitable local fair share costs for your budget planning purposes for 2017. Remember, these are ESTIMATES only, based on past ridership. Your actual costs may vary slightly from these estimates. The estimates are based upon actual ridership during the period July 2015 through June 2016 which is the latest data available to us. For the first half of 2016, the ridership numbers are very similar to those of 2015. Special thanks to Joyce Palmquist of BACOA for calculating the data.

Pace provided 2860 rides during the last 12 month period, which is an increase of 142 rides over the previous year. The total cost of the program for that period was \$88,643, which is a decrease of \$6,502 from the previous year. The Pace subsidy for the program was \$41,807. Fare revenues (two dollars per ride) were \$5,818. There was a further damage adjustment in our favor of \$3,292 leaving us with a total Barrington area local share of \$37,725. The Transportation Committee recommends that we continue with the same formula we've used in the past where the Townships cover 60% of the local share (\$22,635) and the villages/communities cover the remaining 40 % (\$15,090).

Of the 2,860 rides provided, approximately 60% were to Cuba Township residents and 40% were to Barrington Township residents. Therefore Cuba will pay 60% of \$22,635 or \$13,581. Barrington Township will pay 40% of \$22,635 or \$9,054.

Three of the six villages (Tower Lakes, South Barrington, and Barrington Hills) had fewer than 25 riders and pay the minimum annual contribution to the program of \$200 each. That leaves \$14,490 to be shared proportionately by the Village of Barrington (1,689 rides or \$9,998), Lake Barrington (621 rides or \$3,695), and North Barrington (132 rides or \$797).

Therefore, projected costs for your 2017 budgets for planning purposes (again, these are only estimates) are as follows:

Cuba Township	\$13,581
Barrington Township	9,054
Village of Barrington	9,998
Lake Barrington	3,695
North Barrington	797
Tower Lakes	200
South Barrington	200
Barrington Hills	200

Thank you again for your support of the Pace Dial-a-Ride program, a critical service for Barrington disabled and senior citizens. As in the past, payments may be made monthly, quarterly, or annually. If you have any questions, please contact any member of the Transportation Committee:

Joyce Palmquist (BACOA)  
Jack Mumaw (Cuba Township)  
Amy Nykaza (Barrington Township)  
Sue Padula (Village of Barrington)  
Art Rice (At Large)

**Barrington Area Transportation  
Ridership overview & cost information  
October 4, 2016**

**Ridership**

In 2012, the Barrington Transportation Committee and Pace established a new tracking and reporting system that allow us to better track rides based on the rider's residence.

Below is a comparative summary of ridership statistics for July, 2014 through June, 2015 & July, 2015 through June, 2016.

<b>Community</b>	<b># rides July, 2014 to June, 2015</b>	<b>Ave # of riders</b>	<b># rides July, 2015 to June, 2016</b>	<b>Ave # of riders</b>
Barrington	1482	9 to 25 per mo	1689	8 to 18 per mo
Barrington Hills	140	1 to 2 per mo	1	1
Lake Barrington	654	8 to 10 per mo	621	5 to 11 per mo
North Barrington	182	1 to 3 per mo	132	1 to 2 per mo
South Barrington	9	1 per mo	0	0
Deer Park	0	0	0	0
Tower Lakes	25	1 per mo	72	1 per mo
Hoffman Estates	0	0 per mo	10	1
Barr Unincorp	4	1	2	1
Cuba Unincorp	155	1 or 3 per mo	308	2 to 4 per mo
Unknown	67	1 to 3 per mo	25	1 to 3 per mo
<b>Total</b>	<b>2718</b>		<b>2860</b>	
<b>Township</b>	<b># of rides</b>	<b>Ave # of riders</b>	<b># of rides</b>	<b>Ave # of riders</b>
Algonquin Twp	68	1 per mo	0	1 per mo
Barrington Twp	933	12 to 23 per mo	1060	5 to 12 per mo
Cuba Twp	1503	12 to 23 per mo	1605	12 to 20 per mo
Ela Twp	147	1 to 2 per mo	170	1 to 3 per mo
Unknown	67	1 to 3 per mo	25	1 to 3 per mo

**Program cost:**

**The latest available annual financial data for calendar year 2014 is as follows:**

- Total cost of the program: \$95,145.08
- Pace contribution: \$51,233.34
- Fare revenues: \$5,196
- Barrington area share: \$38,399.52/Yr or \$3,199.96/ Mo
- Number of one-way rides provided: 2,699
- Barrington area share, cost per ride: \$14.23

**The latest available annual financial data for calendar year 2015 is as follows:**

- Total cost of the program: \$88,643.00
- Pace contribution: \$41,807.21
- Fare revenues: \$5,818
- Barrington area share: \$37,725.05Yr or \$3,143.75/ Mo
- Number of one-way rides provided: 2,909
- Barrington area share, cost per ride: \$12.96

**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 220/1 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.

**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 30<sup>th</sup> day of March, 2015**

**AYES: 6, NAYS: 1, ABSENT: 0, ABSTAIN: 0**

  
\_\_\_\_\_  
**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 30<sup>th</sup> date of March 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

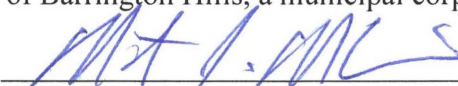
8. **Termination by Townships or Village.** It is further understood that after the first ninety (90) days of operation under the Local Share Agreement, either Barrington, Cuba or the Village may cancel the Local Share Agreement without penalty following forty-five (45) days written notice to PACE, if:
- (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.

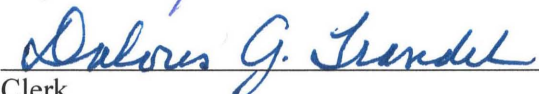
Barrington Township, a unit of local government

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