ORDINANCE NO. 2024-4371

ORDINANCE AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG BARRINGTON TOWNSHIP, CUBA TOWNSHIP, AND THE VILLAGE OF BARRINGTON TO PROVIDE FOR CONTRIBUTION UNDER THE LOCAL SHARE AGREEMENT WITH PACE FOR SENIOR/HANDICAPPED BUS SERVICE

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local 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 by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq. further authorizes intergovernmental cooperation; and

WHEREAS, Barrington Township, a unit of local government ("Barrington"), Cuba Township, a unit of local government ("Cuba") previously entered into a "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 which includes Barrington, Cuba and the Village of Barrington, Cook and Lake Counties, Illinois ("Village"), which Local Share Agreement is being renewed for and shall be effective for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, in order to provide bus service for senior citizens and persons with disabilities within the territory of Barrington, Cuba, and the Village, the Village, Barrington and Cuba desire to enter into an "Intergovernmental Agreement Between Barrington Township, Cuba Township, and the Village of Barrington to provide for Contribution Under the Local Share Agreement with PACE for Senior/Handicapped Bus Service" ("Agreement"), which Agreement sets forth the parameters of, among other things, the required contribution by the Village for provision of said bus service; and

WHEREAS, the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents that the Agreement be approved, substantially in the form attached hereto and made a part hereof as Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BARRINGTON, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

SECTION 1: The President and Board of Trustees hereby find that the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance as its findings of fact to the same extent as if such recitals had been set forth herein in their entirety.

SECTION 2: The Corporate Authorities of the Village hereby authorize, ratify, and approve the Agreement, i.e., "Intergovernmental Agreement Between Barrington Township, Cuba Township, and the Village of Barrington to provide for Contribution Under the Local Share Agreement with PACE for Senior/Handicapped Bus Service" ("Agreement") and the contributions provided for

therein, which Agreement sets forth the parameters of, among other things, the required contribution by the Village to provide said bus service to senior citizens and persons with disabilities, and said Agreement is hereby ratified and approved substantially in the form of Exhibit A, which is attached hereto and thereby made a part hereof.

SECTION 3: The Village President is hereby authorized to execute the Agreement, substantially in the form of Exhibit A, and the Village Clerk is hereby authorized to attest thereto and the Village Clerk is hereby directed to deliver to an executed copy of said Agreement to Barrington and Cuba, and to otherwise take all the necessary and appropriate actions, including but not limited to the execution and delivery of any other documents related thereto, in order to accomplish the purposes and intent of the Agreement.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 26 DAY OF February, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustee Johnson, Holen, Wondrasek, Duncan, Moran, President Darch

NAYS: None

ABSENT: Trustee Prigge

ABSTAIN: None

RECUSE: None

APPROVED THIS 26 OF February, 2024

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
26TH DAY OF FEBRUARY, 2024

Tony Ciganek

Tony Ciganek, Village Clerk
(SEAL)

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

EXHIBIT A

"Intergovernmental Agreement Between Barrington Township,
Cuba Township, and the Village of Barrington to provide for Contribution
Under the Local Share Agreement with PACE for Senior/Handicapped Bus Service"
("Agreement")

INTERGOVERNMENTAL AGREEMENT BETWEEN BARRINGTON TOWNSHIP, CUBA TOWNSHIP, AND THE [redacted] *VILLAGE OF BARRINGTON* 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 **29th** date of **January 2024** 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 [redacted] **Village of Barrington** 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 **January 1, 2024,** Barrington 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, 2024 through December 31, 2024, and

WHEREAS, it is has been determined by the corporate authorities of Barrington, Cuba Townships 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 once during the 2024 calendar year and shall be based on the previous year's ridership of approximately rides.

3. **Reimbursement Estimate.** Reimbursement for calendar year 24 will be based on a fixed rate in the amount of **$ 3133.50.** This fee is based on the Villages ridership between July 2022 and June 2023. The estimated, subsidized cost of each ride in 2024 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 2024. 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, 2024, and shall expire on December 31, 2024 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: D. Robert Alberding
Supervisor

Attest: [illegible]
Clerk

[redacted]**Village of Barrington, a municipal corporation**

By: _____
Mayor/President

Attest: _____
Clerk

Cuba Township, a unit of local government

By: Christopher A Kuran
Supervisor

Attest: Hilde Dean
Clerk

Barrington Area Transportation (Dial-a-Ride)
Ridership Overview & Cost Information
November 2023

In 2012, the Barrington Transportation Committee and Pace established a new tracking and reporting system that allows us to better track rides based on the rider's residence. Below is a comparative summary of ridership statistics for **July 2021 through June 2022** and **July 2022 through June 2023.**

Community	**# rides July, 2021 to June 2022**	**Total Riders Avg. # Riders/Month**	**# rides July, 2022 to June, 2023**	**Total Riders Avg.# Riders/Month**
Barrington	1,467	163/14	1,816	183/15
Barrington Hills	0	0	0	0
Lake Barrington	262	55/5	368	52/4
North Barrington	10	4<1	2	1
South Barrington	0	0	15	2
Deer Park	0	0	0	0
Tower Lakes	0	0	0	0
Hoffman Estates	0	0	0	0
Alg Port Barr	0	0	0	0
Alg Unincorp	0	0	0	0
Barr Unincorp	0	0	0	0
Cuba Unincorp	232	32/3	225	26/2
Wauconda	0	0	0	0
Unknown	0	0	0	0
Total	**1,971**	**254/21**	**2,426**	**264/7**
Township	**# of rides**	**Avg # of riders**	**# of rides**	**Total # of riders**
Algonquin Twp	0	0	0	0
Barrington Twp	1,022	99	768	92
Cuba Twp	746	127	1,133	144
Ela Twp	203	28	525	28
Wauconda Twp	0	0	0	0
Unknown	0	0	0	0
Total	**1,971**	**254**	**2,426**	**264**

PROGRAM COST:

Financial data for calendar year 2022 is as follows:

Total cost of the program: $73,409.29
Pace subsidy: $37,305.92
Fare revenues: $4,542.00
Barrington Area Share: $39,784.19 or $3,315.35 per month
Number of one-way rides provided: 2,269
Barrington area share/cost per ride: $17.53

The latest available financial data available for calendar year 2023 **(through June, 2023)** is as follows:

Gross cost of the program: $47,404.81
Pace subsidy: $40,721.87
Fare Revenues: $2,314
Barrington Area Share: $9,209.31 or $1,534.89 per month for six months
One-way rides provided (through 6/23): 1,159
Barrington area share/cost per ride: $7.95