03/27/24

VILLAGE OF BARRINGTON

ORDINANCE NO. 2024-4393

ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PALATINE TOWNSHIP FOR ROAD IMPROVEMENTS IN THE THUNDERBIRD ESTATES SUBDIVISION

ADOPTED BY THE

CORPORATE AUTHORITIES

OF THE

VILLAGE OF BARRINGTON

THIS 8 DAY OF April, 2024

Published in pamphlet form by authority of the Corporate Authorities of the Village of Barrington, Illinois, this 9 day of April, 2024.

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

WHEREAS, the Village of Barrington (the "Village") and Palatine Township (the "Township") have determined that roadway improvements within the Thunderbird Estates Subdivision are necessary (the "Project"), and the Village and the Township have determined that it is in their mutual interests to combine their efforts with respect to implementing the Project, and in that regard, the Township has publicly bid the Project and will soon be entering into a contract with the lowest responsible bidder; and

WHEREAS, the Corporate Authorities of the Village have determined that the challenges associated with the Project may be approached more effectively and economically by utilization of the joint efforts and resources of the Village and the Township; and

WHEREAS, in light of the foregoing, there has been presented to the Village a certain "Intergovernmental Agreement Between the Village of Barrington and Palatine Township for Road Improvements in the Thunderbird Estates Subdivision" (the "Agreement") which sets forth the responsibilities of the parties thereto, including but not limited to the related terms and conditions of the Village and the Township relative to payment for the work proposed to be performed on the Project, and the assignment to the Village by Palatine Township of all right, title, and interest in that

portion of the Project which is located within the corporate limits of the Village, a copy of which Agreement is attached hereto as Exhibit A and thereby made a part hereof; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its residents that said Agreement be executed and in effect for the public use(s) and purpose(s) set forth therein:

NOW THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the recitals to this Ordinance are true and correct and the same are hereby incorporated into this Ordinance as the findings of the Corporate Authorities of the Village as if fully set forth herein.

SECTION 2: The Corporate Authorities of the Village do further find that it is in the best interests of the Village and its residents that the Village and the Township enter into an agreement to set forth the mutual understandings and agreements between the Village and the Township relative to the subject roadway improvements within the Thunderbird Estates Subdivision (the "Project"), including but not limited to payment therefor and the assignment to the Village by Palatine Township of all right, title, and interest in that portion of the Project which is located within the corporate limits of the Village.

SECTION 3: That said "Intergovernmental Agreement Between the Village of Barrington and Palatine Township for Road Improvements in the Thunderbird Estates Subdivision" (the "Agreement"), in substantially the form attached hereto as Exhibit A and thereby made a part hereof, shall be and is hereby authorized, ratified, and approved, and the Village President is hereby authorized to execute said Agreement, and the Village Clerk is hereby authorized to attest thereto, and such execution is hereby authorized, ratified, and approved.

SECTION 4: This Ordinance shall take effect from and after its passage and approval as provided by law.

PASSED THIS 8 DAY OF April, 2024 BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Johnny Holen Andrade Duncan Manzo Riggs; President Darch

NAYS: None

ABSENT: None

ABSTAIN: None

RECUSE: None

APPROVED THIS 8 OF April, 2024

Karen Y. Darch, Village President

ATTESTED AND FILED THIS 8TH DAY OF APRIL, 2024

Tony Ciganek, Village Clerk
(SEAL)

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PALATINE TOWNSHIP FOR ROAD IMPROVEMENTS IN THE THUNDERBIRD ESTATES SUBDIVISION

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND PALATINE TOWNSHIP FOR ROAD IMPROVEMENTS IN THE THUNDERBIRD ESTATES SUBDIVISION

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2024, pursuant to authority of the Illinois Constitution and statutes, by and between the Village of Barrington, an Illinois municipal corporation, (hereinafter referred to as "the Village"), and the Palatine Township (hereinafter referred to as the "the Township"):

WITNESSETH:

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 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 5 ILCS 220/1 et seq. (1997) further authorizes Intergovernmental Cooperation; and

WHEREAS, the Village and the Township have determined that their mutual cooperation and a carefully considered combination of their joint efforts with respect to the roadway improvement within the Thunderbird Estates Subdivision ("the Project") may affect greater benefits to the parties, their respective taxpayers, and the public; and

WHEREAS, the Township has already publicly bid the Project and will be entering into a contract with the lowest responsible bidder; and

WHEREAS, the Village and the Township have by appropriate action of their respective governing boards and/or corporate authorities, authorized the execution and delivery of this Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the PARTIES hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. The Township shall be responsible for the selection of contractors and awarding of a contract in compliance with the applicable procurement requirements, and managing the contract for the Project. All construction will be in conformance with the Project drawings and specifications. It is understood that the Village will not be a party to any construction contract and will have no obligation to any contractors. Notwithstanding the above, the Township shall not award a contract for any work to be performed on Village property without first obtaining the written consent of the Village. The Township shall ensure that the Project documents provide for the partial assignment by the Township of all of the Township's right, title, and interest in the Contract with the Township contractor (the "Contract") for those portions of the Project within the Village, and the Township shall assign those portions of the Contract to the Village and the Township's Contractor shall consent to such assignment in writing, which partial assignment shall be in substantially the form attached hereto as Exhibit A and thereby

made a part hereof; however, the assignment of such portion(s) of the Contract to the Village shall neither release the Township from its obligation to pay the Township's Contractor for such work nor release the Village from paying the Township for the Village's portion of such work.

3. In the event of any changes, the Village shall have the opportunity to review, provide input and approve all plans, specifications and the Contract that pertain to the portion of the Project within the Village. The Township shall provide copies of any plans, specifications and contracts to the Village and the Village agrees it will review such plans, specifications and contracts within seven (7) days of its receipt of same. If the Village fails to review such plans, specifications or contracts within this seven (7) day time frame or provide input to the Township in writing, such plans, specification or contracts shall be deemed accepted by the Village.

4. The Township shall administer the Project, and the Township shall obtain from the successful bidder a performance and payment bond naming both Palatine Township and the Village of Barrington in the amount of the contract of the successful bidder, and the Township shall provide a copy of such performance and payment bond to the Village.

5. The Township shall require all contractors to name the "Village of Barrington, its elected and appointed officers, officials, employees, and agents" as additional insured on all insurance policies, except the worker's compensation policy and any professional liability policy. The Township shall provide a copy of such Certificate of Insurance to the Village Manager, or his designee, before the Contractor begins the Project. The insurance coverage which shall be provided by the Contractor shall be as provided in the "Palatine Township Road District 2024 Roadway Resurfacing Hillside Road & Thunderbird Estates Subdivisions" bid package, including but not limited to the following:

A. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Township's Contractor to be maintained by the Village.

B. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Agreement by any act or omission.

C. Liability of Township's Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Township's Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers.

D. Notice of Personal Injury or Property Damage: The Township's Contractor shall be required to notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

6. The Parties agree to cooperate with one another and use their best efforts to ensure the timely and successful completion of the Project.

7. Barrington's total not-to-exceed costs for its portion of the Project shall be $258,379.60. Upon completion of the Project and proof of final payment to the Township's Contractor, Barrington shall reimburse the Township for its portion of the construction work, one hundred percent (100%) of the

total costs for work related to the Project improvements within the Village within thirty (30) days of receipt of final invoice. The Township shall provide copies of the pay applications to Barrington for Barrington's approval, for any work performed within the Village limits, prior to making any payments to the Township's Contractor, which payment application shall include a partial lien waiver from the Township's Contractor, its subcontractor(s) and material suppliers or a final lien waiver from such parties if the application is for final payment; such approval shall not be unreasonably withheld by Barrington.

8. Upon completion of the Project, each party shall continue to be responsible for maintenance, upkeep and repairs for their respective portions of the roadways with the Thunderbird Estates Subdivision.

IN WITNESS WHEREOF, the parties hereto have, pursuant to the authority of the respective Boards and/or Corporate Authorities, caused this Agreement to be executed, attested and delivered by its duly authorized officers as of the date first mentioned above.

VILLAGE OF BARRINGTON

By: Karen Darch
Karen Darch, Village President

Date: 4/8/2024

ATTEST: Tony Cigard
Village Clerk

Date: 4/8/24

PALATINE TOWNSHIP

By: _____
Highway Commissioner

Date: _____

ATTEST: _____
Clerk

Date: _____

EXHIBIT A

PARTIAL ASSIGNMENT OF PALATINE TOWNSHIP'S INTEREST
IN ROAD IMPROVEMENT CONTRACT
(Re: Thunderbird Estates Subdivision)

PARTIAL ASSIGNMENT OF PALATINE TOWNSHIP'S INTEREST
IN ROAD IMPROVEMENT CONTRACT
(Re: Thunderbird Estates Subdivision)

WHEREAS, Palatine Township ("Assignor") has agreed to and wishes to assign to the Village of Barrington ("Assignee") all of Assignor's rights, title and interest in a portion of that certain Road Improvement Contract dated _____, 2024 between Palatine Township and _____ (the "Contractor") for road work performed and completed by the Contractor in and around the Thunderbird Estates Subdivision in 2024 (the "Project"), but only as to those portions of the Project which are within the corporate limits of the Village, and the Contractor wishes to consent to the aforesaid assignment by Assignor to Assignee; and

WHEREAS, the Assignee wishes to accept such assignment; and

NOW, THEREFORE, in consideration of the promises the Parties made each to the other and the good and valuable considerations, the receipt and sufficiency of each of which is hereby acknowledged, the Parties hereto agree as follows:

(1) On behalf of Palatine Township ("Assignor"), the undersigned, as the duly-authorized representative of Palatine Township, hereby assigns to the Village of Barrington all right, title, and interest of Palatine Township in that portion of that certain contract between Palatine Township and _____ as the Contractor for road work performed and completed by the Contractor in and around the Thunderbird Estates Subdivision in 2024 (the "Subject Contract"), but such assignment shall only be applicable as to those portions of the Project which is within the corporate limits of the Village of Barrington; and
(2) On behalf of the Village of Barrington ("Assignee"), the undersigned, as the duly-authorized representative of the Village of Barrington, hereby accepts and assumes all right, title, and interest in the Subject Contract for those portions of the Project which are or will be within the corporate limits of the Village of Barrington; and
(3) On behalf of _____ (the "Contractor") who is a party to the Subject Contract for the Project, the undersigned, as the duly-authorized agent of the Contractor, hereby consents to the aforesaid assignment and assumption by Assignor to the Assignee.

ASSIGNOR: Palatine Township

By: _____
Its _____ and
Authorized Agent

Date: _____, 2024

ASSIGNEE: Village of Barrington

By: Karen Y. Glueck
Its Village President and
Authorized Agent

Date: April 8, 2024

CONTRACTOR:

_____
[Print name of Contractor]

By: _____
Its _____ and
Authorized Agent

Date: _____, 2024