03/11/25 ORDINANCE NO. 2025-4506

ORDINANCE AUTHORIZING AND APPROVING THE EXECUTION OF A RELEASE AND HOLD HARMLESS AGREEMENT WITH PACE FOR EMERGENCY TRANSPORTATION SERVICES

WHEREAS, the Corporate Authorities of the Village of Barrington, Cook and Lake Counties, Illinois ("Village") previously adopted an Emergency Operations Plan ("EOP"), which provides that, in the event of an emergency, the Village intends to provide emergency transportation services for its residents from PACE, the Suburban Bus Division of the Regional Transportation Authority ("PACE"); and

WHEREAS, there has been presented to the Village a certain Release and Hold Harmless Agreement between the Village and Pace, and the Corporate Authorities of the Village find that it is in the best interests of the Village and its residents that said Release and Hold Harmless Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A, be approved, executed, and in effect:

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 Village's Home Rule authority, as follows:

SECTION 1: The Corporate Authorities of the Village 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 approve and authorize the execution of the Release and Hold Harmless Agreement between the Village and Pace ("Agreement"), 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 Pace an executed copy of said Agreement 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 14 DAY OF April, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Moran, Prigge & President Darch

NAYS: NONE

ABSENT: NONE

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 14 OF April, 2025

Karen Y. Darch

Karen Y. Darch, Village President

ATTESTED AND FILED THIS
14 DAY OF April, 2025.

Tony Ciganek

Tony Ciganek, Village Clerk
(SEAL)

Village of Barrington
CORPORATE
SEAL
Cook & Lake Counties, IL

EXHIBIT A

Release and Hold Harmless Agreement

RELEASE AND HOLD HARMLESS AGREEMENT

This agreement made on _____ by and between Pace, the Suburban Bus Division of the Regional Transportation Authority ("Pace") and the Village of Barrington ("Village").

WHEREAS, the Village has requested Pace to provide emergency transportation services to the Village if there is available manpower and equipment at the time of the emergency, and on the conditions that Pace is indemnified for the services rendered.

NOW, THEREFORE, Pace and the Village agree as follows:

1. Pace shall provide emergency transportation services to the Village for the purpose of evacuation of its residents, to the extent that equipment and manpower are available at the time of the emergency.

In most cases, Pace will waive its cost to provide emergency services. However, if the event is of a long duration, the Village should discuss the actual costs of providing emergency transportation services and the Village shall reimburse Pace for such costs within thirty (30) days of receipt of the invoice.

The Village agrees to waive, release and hold harmless Pace, its directors, officers, employees and agents from and against any claims, injuries, losses, or any causes of action whatsoever, arising out of or in any way relating to the provision of emergency transportation services to the Village.

2. The Village agrees to indemnify Pace, its directors, officers, employees and agents from and against any claims, liabilities, losses, suits, judgments, or settlements of any party arising out of or in any way relating to the provision of emergency transportation services to the Village under this Agreement, including but not limited to any claims by the Village.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date above written

Village of Barrington	Pace Suburban Bus
Village Name	
Karen Y. Darch	
Authorized Signature	Authorized Signature
Karen Y. Darch	Melinda J. Metzger
Print Name	Print Name
Village President	Executive Director
Print Title	Print Title