ORDINANCE NO. 2025-4536

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, 2025 through December 31, 2025; 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 23 DAY OF JUNE, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES: Trustees Lohmeyer, Sholeen, Duncan, Prigge, Klauer and President Moran

NAYS: NONE

ABSENT: Trustee Wondrasek

ABSTAIN: NONE

RECUSE: NONE

APPROVED THIS 23 OF JUNE, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
23 DAY OF JUNE, 2025

James P. Dillon, 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 *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, 2025** 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 **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, 2025,** 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, 2025 through December 31, 2025, 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 2025 calendar year and shall be based on the previous year's ridership of approximately rides.

3. **Reimbursement Estimate.** Reimbursement for calendar year 5 will be based on a fixed rate in the amount of **$ 2918.40.** This fee is based on the Villages ridership between July, 2023 and June, 2024. The estimated, subsidized cost of each ride in 2025 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 2025. 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, 2025, and shall expire on December 31, 2025 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 **Village of Barrington**, a municipal corporation

By: _____
Mayor/President

Attest: _____
Clerk

Cuba Township, a unit of local government

By: _____
Supervisor

Attest: _____
Clerk

2025 Pace Budget

Revenue	$	3,790
Operating Expense	$	120,653
Operating deficit	$	116,863
Pace Subsidy	$	87,647
Additional one-time pace subsidy	$	13,147
operating local share	$	16,069
call center expense	$	10,731
call center subsidy	$	8,585
call center local share	$	2,146
total opearting local share	$	16,069
total call center local share	$	2,146
Total Local Share Needed	$	18,215

Cuba Township 35%	$	6,375
Barrington Township 35%	$	6,375
Villages @30%	$	5,465
Total Local Share	$	18,215

Previously Accepted Formula			
South Barrington		$	200
North Barrington		$	200
Tower Lakes		$	200
Communities with <25 rides total contribution amount		$	600
Village of Barington @60% previous determination	0.6	$	2,919
Village of Lake Barrington @40%	0.4	$	1,946
Total Village (@30% contribution)		$	5,465
Total Township (@70% contribution		$	12,751
Total Local Share Contribution		$	18,215

Total Ridership 12 month (July 2023 - June 2024)		
Barrington	1529	91%
Lake Barrington	138	8.229%
North Barrington	1	0.060%
South Barrington	9	0.537%
Tower Lakes	0	0%
Total Village Ridership	1677	100%
Barrington Township	432	26%
Cuba Township	710	42%
Ela Township	535	32%
Total Township Ridership	1677	100%

Projected Ridership for 2025	1897

Exhibit A
SERVICE DESCRIPTION

TYPE OF SERVICE	Demand response curb-to-curb paratransit service.
SERVICE OPERATED BY	Pace shall contract with one or more public or private outside service providers to provide the Service. All such providers will be equipped with accessible vehicles.
TRIP RESERVATION METHOD	Call center reservation hours: Monday through Friday 8:00 a.m. to 6:00 p.m. Central Time Reservations will be accepted at the Pace call center one day in advance of the day of the Service (call on Friday for Monday trips), except reservations for transportation to medical appointments will be accepted one to seven days in advance of the day of the Service. Trip requests on the same day of the Service may be accommodated if the schedule allows. Reservations are on a first-come, first-served basis. Subscription service (as defined by Pace) is allowable. Riders are to contact the Pace call center to apply for subscription service.
SERVICE AREA	The service area consists of the Village of Barrington; Village of Lake Barrington; Barrington Township; Cuba Township; and the portion of unincorporated Palatine Township lying south of County Line Road/Main Street, west of the Deer Grove Forest Preserve, north of Deer Grove Forest Preserve and Makray Golf Club, and east of the Village of Barrington. Transportation from the service area to any one of the following points of interest and transportation from any one of the following points of interest to the service area are allowed: Fresenius Kidney Care, 3150 W Higgins Road, Hoffman Estates, IL Illinois Retina Services, 900 W. IL Route 22, Lake Zurich. IL (located in the Willow Ponds Professional Center of Lake Zurich) Ascension St. Alexius Hospital, 1555 Barrington Road, Hoffman Estates, IL Ascension Alexian Brothers Behavior Health Center, 1650 Moon Lake Boulevard, Hoffman Estates, IL
SERVICE HOURS	Monday through Friday 9:00 a.m. to 4:00 p.m. Central Time (time of last pick-up is 4:00 p.m.) The Service will not operate on the following holidays observed by Sponsor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
ONE-WAY FARES	• $2.00 for eligible fare-paying riders • no charge for children under seven years of age when they are accompanied by an eligible fare-paying rider • no charge for a personal care attendant (PCA) when the PCA accompanies a eligible fare-paying rider
RIDER ELIGIBILITY	• Individuals who are 60 years of age or older • Individuals with disabilities

Exhibit B
PROJECTED PROJECT BUDGET

SPONSOR: BARRINGTON TOWNSHIP

REVENUE	$ 3,790
OPERATING EXPENSE	$ 120,653
OPERATING DEFICIT	$ 116,862
PACE SUBSIDY	$ 87,647
ADDITIONAL ONE-TIME PACE SUBSIDY	$ 13,147
OPERATING LOCAL SHARE	$ 16,069
CALL CENTER EXPENSE	$ 10,731
CALL CENTER SUBSIDY	$ 8,585
CALL CENTER LOCAL SHARE	$ 2,146
PROJECTED TRIPS	1,897