

Memo

To: Trustee Harrington
From: Robert Kosin, Director of Administration
CC: Village President, Board of Trustees
Date: October 24, 2014
Re: Barrington Hills Park District IGA - Tractor

The John Deere tractor as owned by the Village is proposed for a lend-lease purchase through an Intergovernmental Agreement with the Barrington Hills Park District. The grounds of the Village Hall, with curb and gutter does not lend itself to the use of the tractor nor are there personnel with the job description to operate the vehicle. The District has its facility at Bateman Road with the maintenance of the gravel parking lot maintenance and other such uses for an tractor.

It is therefore proposed that by a mutually agreed lease purchase plan the District assumes the eventually ownership of the tractor. Attached is draft of such and if it is the consent of the Board of Trustees, the document would be offered for consideration by the Park District.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BARRINGTON HILLS
AND THE BARRINGTON HILLS PARK DISTRICT
FOR THE LEASE/PURCHASE OF A TRACTOR**

THIS AGREEMENT is entered into by and between the Village of Barrington Hills (the "Village") and the Barrington Hills Park District (the "District") (collectively the "Parties") on the dated stated below,

WITNESSETH:

WHEREAS, the Village is the owner of a John Deer Tractor, Model No. 2240, including a bucket, ("Tractor"), which has a current market value of _____; and

WHEREAS, the Village presently has no need for the use of the Tractor; and

WHEREAS, the District is in need of a Tractor of the make and model of the Tractor owned by the Village; and

WHEREAS, the Village and the Park District believe the constituents of both government entities can best be served by entering into an Intergovernmental Agreement by which the Village leases the Tractor to the District on terms under which the title to the Tractor is eventually transferred to the District upon full payment therefor; and

WHEREAS, the Parties are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970; and

WHEREAS, pursuant to Section 10 of Article VII, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, as units of local government, the Parties have the power to contract 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.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, the Village and the District stipulate, agree, and covenant as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth herein.

Section 2. Lease Payment Terms. The fair market value of the Tractor is _____. The District shall pay the Village for the Tractor in five equal installments, with the first one-fifth payment to be made on _____, and the subsequent payments to be made annually to the Village on _____ for every year of the Term. There is no penalty for early payment.

Section 3. Term, Termination of Agreement. The term ("Term") of this Agreement shall commence on the date below and conclude at midnight, on October 31, 2019. At the conclusion of the Term, and/or full payment for the Tractor, the Village shall transfer title

to the Tractor to the District.

Section 4. Maintenance, Insurance. The District shall, at all times, have sole care and custody of the Tractor, and it shall be cared for to the same degree and in the same manner as other of the District's equipment in accordance with District policy. The District shall insure the Tractor as it does other District equipment, and shall use the Tractor for any purpose in accordance with the District's policies for such. The Village provides no warranties of any nature to the District in the lease of the Tractor, and it shall not be obligated in any way in regard to expenses related to its use, including the requirement of insurance. If the Tractor is damaged or destroyed or become inoperable as a result of any incident during the period of this Agreement, the District shall remain responsible for payment to the Village of the full fair cash market value of the Tractor on the terms set forth herein.

Section 5. Early Termination, Acquisition. If, at any time, during the term of this Agreement, the District seeks to accelerate its acquisition of the Tractor, it can provide written notice of such election to the Village, and will be provided title upon receipt of full payment.

Section 6. Notice. Notices hereunder shall be in writing and delivered either personally or by certified mail, addressed as follows:

- If to the Village:

Village of Barrington Hills
Attn: Rosemary N. Ryba, CIMT
Treasurer
112 Algonquin Road
Village of Barrington Hills, Illinois 60010

- If to the District:

Barrington Hills Park District
Attn: Executive Director
361 Bateman Road
Barrington Hills, Illinois 60010

Section 7. Entire Agreement, Amendment. This Agreement constitutes the entire agreement and understanding of the Parties on its subject, and may be amended only by mutual agreement of the Parties in writing.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ____ day of October 2014.

BARRINGTON HILLS PARK DISTRICT

VILLAGE OF BARRINGTON HILLS

By: _____
Fred McMorris
President

By: _____
Martin J. McLaughlin
Village President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

DRAFT