

**AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF
LIBERTYVILLE FOR FUNDING, CONSTRUCTION, AND MAINTENANCE FOR AN
EXTENSION OF A BIKEPATH WITHIN THE VILLAGE OF LIBERTYVILLE**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the Village of Libertyville, an Illinois Municipal Corporation, acting by and through its Village President and Village Board, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY has jurisdiction of the (name) Bike Path (hereinafter BIKE PATH), which traverses through parts of the Village of Libertyville, as generally depicted on Exhibit A to this Agreement; and

WHEREAS, the COUNTY and the VILLAGE desire to extend the said BIKE PATH to form a link (BIKEPATH EXTENSION) with an existing bikepath; and

WHEREAS, the COUNTY and the STATE intend to jointly apply for an Illinois Transportation Enhancement Program (ITEP) grant to pay for 80% of the funding for the construction costs of the extension of the BIKEPATH; and

WHEREAS, the 20% construction costs not covered by the ITEP should be split equally between the COUNTY and the VILLAGE; and

WHEREAS, the COUNTY should be responsible for all maintenance on the portion of the BIKEPATH extension on property owned by the COUNTY and the VILLAGE should be responsible for the portion of the BIKEPATH EXTENSION on property owned by the VILLAGE; and,

WHEREAS, the purpose of the Intergovernmental Cooperation Act (cite) and Article 7 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and,

WHEREAS, this Agreement does not amend any existing agreement between the parties; and,

WHEREAS, all rights and obligations of the parties with respect to the BIKEPATH EXTENSION are set forth exclusively by this Agreement;

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

**SECTION I.
Recitals/Headings**

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.

Grant application and Design and Construction Costs

3. The COUNTY and the VILLAGE agree to make a joint application to the Illinois Transportation Enhancement Program (ITEP) to obtain financing for the construction of a bikepath extension (BIKEPATH EXTENSION) as generally described on the attached Exhibit A. The parties agree to cooperate with each other to obtain the said grant funding.
4. The parties agree that no design or construction or any other work on the BIKEPATH EXTENSION will be undertaken, unless they obtain the said grant in the amount jointly agreeable to both parties;
5. Any design or construction costs for the BIKEPATH EXTENSION that are not covered by the ITEP grant shall be split equally between the parties.
6. The COUNTY shall be responsible for the feasibility study and design of the BIKEPATH EXTENSION subject to the approval of the VILLAGE. The COUNTY shall be solely responsible for the construction of the BIKEPATH EXTENSION. Any costs for the feasibility study of the BIKEPATH EXTENSION that are not covered by the ITEP grant shall be split equally between the parties. No construction shall be undertaken until a feasibility study and design have been completed.
7. At the conclusion of the feasibility study, the parties will meet and agree on a funding plan for the design and construction of the BIKEPATH EXTENSION or agree that based on the results of the feasibility project, the project will not move forward.

SECTION III.

Responsibilities of the County and the Village

8. The VILLAGE shall perform ROUTINE MAINTENANCE on and around that portion of the BIKEPATH EXTENSION that lies on VILLAGE property, as depicted on Exhibit A. ROUTINE MAINTENANCE shall include items such as ensuring daily accessibility, removal of debris and garbage from the BIKEPATH EXTENSION, maintenance/replacement of pavement markings, removal of graffiti from signage, repair of potholes, ruts and other abrupt vertical abnormalities in the BIKEPATH EXTENSION surface, cleaning of debris, garbage and landscape waste materials from ditches/culverts to maintain drainage and landscaping maintenance (including, but not limited to, mowing regularly during the growing season, practical removal of vegetation affecting BIKEPATH EXTENSION travel and/or encroaching in the BIKEPATH EXTENSION MAINTENANCE ZONE and/or obscuring visibility of signs or limiting sight distance at intersections, keeping areas around signs and other BIKEPATH EXTENSION appurtenances clear and performing maintenance of any VILLAGE landscaping enhancements. It is mutually agreed that line-trimming/weed-whipping is not required as a part of mowing. Landscape maintenance of the BIKEPATH EXTENSION beyond the MAINTENANCE ZONE requirements may be performed by the VILLAGE as part of ROUTINE MAINTENANCE but is not required. Snow plowing, ice removal and/or salting may be performed by the VILLAGE as part of ROUTINE MAINTENANCE. Any damage caused to the BIKEPATH EXTENSION due to snow plowing, ice removal and/or salting shall be repaired, or cause to be repaired, by the VILLAGE. Said ROUTINE MAINTENANCE shall continue to be performed, or continue to cause to be performed, by the VILLAGE at its sole expense in perpetuity without reimbursement from the COUNTY. Snow removal is not a required ROUTINE MAINTENANCE item, but neither is it prohibited.
9. The COUNTY shall perform ROUTINE MAINTENANCE on and around that portion of the BIKEPATH EXTENSION that lies on COUNTY property, as depicted on Exhibit A. ROUTINE MAINTENANCE shall include items such as ensuring daily accessibility, removal of debris and garbage from the BIKEPATH EXTENSION, maintenance/replacement of pavement markings, removal of graffiti from signage, repair of potholes, ruts and other abrupt vertical abnormalities in the BIKEPATH EXTENSION surface, cleaning of debris, garbage and landscape waste materials from ditches/culverts to maintain drainage and landscaping maintenance including, but not limited to, mowing regularly during the growing season, practical removal of vegetation affecting BIKEPATH EXTENSION travel and/or encroaching in the BIKE PATH EXTENSION MAINTENANCE ZONE and/or obscuring visibility of signs or limiting sight distance at intersections, keeping areas around signs and other BIKE PATH appurtenances clear and performing maintenance of any COUNTY landscaping enhancements. It is mutually agreed that line-trimming/weed-whipping is not required as a part of mowing. Landscape maintenance of the BIKEPATH EXTENSION beyond the MAINTENANCE ZONE requirements may be performed by the COUNTY as part of ROUTINE MAINTENANCE but is not required. Snow plowing, ice removal and/or salting may be performed by the COUNTY as part of ROUTINE MAINTENANCE. Any damage caused to the BIKEPATH EXTENSION due to snow plowing, ice removal and/or salting shall be repaired, or cause to be repaired, by the COUNTY. Said ROUTINE MAINTENANCE shall continue to be performed, or continue to cause to be performed, by the COUNTY at its sole expense in perpetuity without reimbursement from the VILLAGE. Snow removal is not a required ROUTINE MAINTENANCE item, but neither is it prohibited.
10. It is further mutually agreed by and between the parties hereto that for purposes of THIS AGREEMENT, the COUNTY shall continue to perform, or continue to cause to be performed, CAPITAL MAINTENANCE within the maintenance limits listed on EXHIBIT

A as it applies to the BIKEPATH EXTENSION. CAPITAL MAINTENANCE shall include items such as correcting structural deficiencies, resurfacing, pavement preservation treatments such as rejuvenator, seal coat, or microsurfacing, maintenance of pavement markings if initially placed by the COUNTY, maintenance of guardrail, fences and railings, removal of graffiti from COUNTY signage and all other visible surfaces.

11. The County shall not be obligated to perform CAPITAL MAINTENANCE on that part of the BIKEPATH EXTENSION lying on VILLAGE property unless the VILLAGE has notified the COUNTY with respect to re-grading/re-establishment of ditches and removal/replacement of culverts to maintain drainage, tree removal upon notice from the VILLAGE due to clear signs of danger (such as disease, split limbs, or excessive lean), and replacement and/or reinstallation of damaged and/or end of life COUNTY-owned signage (including all bike path crossing signs and advanced warning signs). Said CAPITAL MAINTENANCE shall continue to be performed, or continue to cause to be performed, by the COUNTY at its sole expense in perpetuity without reimbursement from the VILLAGE. All other CAPITAL MAINTENANCE on that part of the BIKEPATH EXTENSION lying VILLAGE property shall be the responsibility of the VILLAGE.
12. It is mutually agreed by and between the parties that should the VILLAGE desire to hire a contractor, or contractors, as the case may be, to perform its ROUTINE MAINTENANCE obligations under THIS AGREEMENT, the VILLAGE shall notify the COUNTY of said desire. The Village shall require said contractor(s) to provide proof of the appropriate insurance which adds the COUNTY and the Lake County Division of Transportation, and their officers, employees and duly elected and appointed officials, as additional insureds thereunder. Further, the Village shall require in its agreement(s) with said contractor(s) that said contractors indemnify and hold harmless the COUNTY, its elected officials, duly appointed officials, agents, officers, employees and representatives, and the Lake County Division of Transportation, its duly appointed officials, agents, officers, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of the BIKEPATH EXTENSION as heretofore described. The insurance limits required to be provided by any contractor shall be as set and approved by Intergovernmental Risk Management Agency (IRMA). The above referenced insurance from the contractor(s) shall provide that said contractor(s)' insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the COUNTY or the Lake County Division of Transportation.
13. The VILLAGE and the COUNTY agree to keep the BIKEPATH EXTENSION open for use at all times and to monitor and inspect the condition of the BIKEPATH EXTENSION that lies on their respective properties on a regular basis, and if any portion of the traveled surface is in disrepair, it is the responsibility of the Parties to repair potholes, ruts and other surface abnormalities of the BIKEPATH EXTENSION that lies on their respective properties. The VILLAGE further agrees to make prompt notification to the COUNTY of any structural deficiencies of said BIKEPATH EXTENSION that lies on its property.

SECTION IV.

General Provisions

14. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form, creating or

establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

15. It is mutually agreed by and between the parties hereto that this AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways or bike paths as best determined and provided by law.
16. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
17. The VILLAGE agrees to indemnify, defend and hold harmless the COUNTY, its elected officials, duly appointed officials, agents, employees and representatives and the Lake County Division of Transportation, its duly appointed officials, agents, employees, and representatives from and against, any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to hereinafter as "claims") arising from and relating to the ROUTINE MAINTENANCE (or lack thereof) of the BIKEPATH EXTENSION to leis on VILLAGE property as heretofore described.
18. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to hereinafter as "claims") arising from and relating to CAPITAL MAINTENANCE of the BIKEPATH EXTENSION and on ROUTINE MAINTENANCE that lies on COUNTY property as heretofore described.
19. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
20. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
21. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.

22. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
23. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
24. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
25. THIS AGREEMENT shall automatically renew yearly on July 1 of each calendar year, unless terminated with or without cause by either party by at least 30 days written notice prior to the renewal date.

ATTEST:

Village Clerk

VILLAGE OF LIBERTYVILLE

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

Patrice Sutton
County Administrator
Lake County

ATTEST:

County Clerk
Lake County

COUNTY OF LAKE

By: _____
Sandy Hart
Chair
Lake County Board

Date: _____