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| Local Agency: Village of Mundelein | County of Lake, Illinois Intergovernmental Agreement for Local Agency Participation in a Project Involving Federal Funds | County Section: 02-00170-09-CH |
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This Agreement is made and entered into this _____ day of _____, 20____ 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 above named Local Agency, an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s) Winchester Road (County Highway 69)
 Project Limits at Midlothian Road (County Highway 48)

Fund Source: **CMAQ**

Project Description

Relocation of municipal watermain as part of federally funded COUNTY Highway intersection improvement.

Division of Cost

| Type of Work | FHWA | % | County | % | LA | % | Total |
|---------------------------------------|-------------------|----|------------|---|------------------|-----|-------------------|
| Participating Construction LA | | | | | | | |
| Watermain relocation | \$ 168,000 | 80 | \$0 | | \$ 42,000 | Bal | \$ 210,000 |
| Non-Participating Construction | | | | | | | |
| LA Watermain relocation | | | \$0 | | \$ 6,174 | 100 | \$ 6,174 |
| Totals | \$ 168,000 | | \$0 | | \$ 48,174 | | \$ 216,174 |

Note: The above costs represent an estimate of probable cost and are subject to change. The actual costs for final billing and reimbursement will be based on final costs and final contract quantities at contract unit prices for actual work performed. The agreed upon Division of Cost for a particular type of work may or may not be based on a percentage of the total.

Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications and estimates for the watermain relocation within the limits of the COUNTY Highway intersection improvement at Winchester Road and Midlothian Road.

- 2 That upon award of the construction contract by the State of Illinois, acting by and through its Department of Transportation, unless otherwise provided for in This Agreement, the LA will pay to the County within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum based on awarded contract unit prices, an amount equal to ninety-five percent (95%) of its estimated obligation in accordance with the Division of Cost contained herein, and to pay to the COUNTY within thirty (30) days of the receipt of an invoice, in a lump sum, the remainder of the LA's obligation upon completion of the project based upon final costs.
- 3 To have any of its municipal facilities that are determined to be in conflict with the project removed and/or abandoned and relocated or reconstructed in accordance with the provisions of the LAKE COUNTY HIGHWAY UTILITY AND FACILITY PLACEMENT ORDINANCE, as amended, hereinafter referred to as the UTILITY/FACILITY ORDINANCE, in order to implement said project.
- 4 That by executing This Agreement, the LA concurs in the award of the construction contract in accordance with the standard policies and procedures as adopted and used by the State.
- 5 To maintain, or cause to be maintained, at no cost to the COUNTY, all municipal facilities, as defined in the UTILITY/FACILITY ORDINANCE, located within the right(s)-of-way of the COUNTY highway(s) subject to This Agreement.

Section B.

THE COUNTY AGREES:

- 1 To enter into a joint agreement with the State to improve the heretofore designated intersection in the manner described including the relocation of the LA's watermain. The improvement shall be constructed in accordance with plans, specifications and estimates approved by the State and the State's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as the FHWA. Said approved plans specifications and estimates by reference herein are hereby made a part hereof.
- 2 To acquire, or cause to be acquired, in its name, or in the name of the LA, if on the LA roadway system, free of any liens and encumbrances, any and all rights-of-way and/or easements, both temporary and permanent, that may be necessary to construct the project. Said acquisition shall include any areas that may be needed for storm water detention/retention as required for the Improvement. The COUNTY further agrees to follow, adhere to and comply with any and all applicable federal and state mandated procedures and requirements for the acquisition of any temporary or permanent rights-of-way and easements that are necessary for said project. Said land acquisitions acquired in the name of the LA may be subject to reimbursement to the COUNTY from the LA as may be hereinafter stipulated in This Agreement.
- 3 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications, estimates, and land acquisition documents for the COUNTY Highway intersection improvement, exclusive of the LA's watermain relocation work, required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation and procedures approved and/or required by the FHWA.

Section C.

IT IS MUTUALLY AGREED:

- 1 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 or the COUNTY's County Engineer to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined as provided by law.

- 2 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 LA (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 LA is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
- 3 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 provisions 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.
- 4 That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
- 5 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.
- 6 By and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word 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, such decision shall not affect the remaining portions of THIS AGREEMENT.
- 7 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
- 8 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.
- 9 That THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto may 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 hereto.
- 10 That THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
- 11 That THIS AGREEMENT shall remain in full force and effect for such a period of time as any of the work items listed in the Division of Cost on page one of THIS AGREEMENT, for which provisions for maintenance costs have been included in THIS AGREEMENT, remain in place, in use and in operation.
- 12 That THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded within five (5) years of the effective date of THIS AGREEMENT.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of THIS AGREEMENT.

No addenda attached

(Insert addendum numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused THIS AGREEMENT to be executed by their duly authorized officers as of the dates below indicated.

Local Agency

County of Lake

By:



By:

Chair, Lake County Board

Title:

MAYOR

Date:

6/23/08

Date:

Attest:



Attest:

Clerk, Lake County

Title:

VILLAGE CLERK

Recommended for Execution

County Engineer/ Director of Transportation