

Draft

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND GRANT TOWNSHIP
ROAD DISTRICT FOR SNOW AND ICE CONTROL
FOR A PORTION OF THE CHAIN O'LAKES BIKE PATH
ALONG ROLLINS ROAD (COUNTY HIGHWAY 31)**

THIS AGREEMENT is entered into this _____ day of _____, A.D. 20___, 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 GRANT TOWNSHIP ROAD DISTRICT, an Illinois Unit of Local Government, acting by and through its Township Highway Commissioner, hereinafter referred to as the ROAD DISTRICT. The COUNTY and the ROAD DISTRICT are hereinafter referred to collectively as the “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, THIS AGREEMENT defines responsibilities for snow and ice control of the Chain O'Lakes Bike Path; and,

WHEREAS, the Chain O'Lakes Bike Path is an off-road bike path, parallel to Rollins Road (County Highway 31) from West Lake Shore Drive to approximately 160 feet south of Grand Avenue; and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Rollins Road (COUNTY Highway 31) and the Chain O'Lakes Bike Path; and,

WHEREAS, the ROAD DISTRICT is desirous to provide snow and ice control for a portion of the Chain O'Lakes Bike path, along Rollins Road (County Highway 31) from Blackhawk Avenue to West Lake Shore Drive (hereinafter BIKE PATH) as depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof, without reimbursement from the COUNTY; and,

WHEREAS, the COUNTY is desirous to continue routine maintenance and capital maintenance for the BIKE PATH, with no reimbursement by the ROAD DISTRICT; and,

WHEREAS, the COUNTY is desirous that the ROAD DISTRICT provides an annual snow and ice control plan for the BIKE PATH to the COUNTY for approval; and,

WHEREAS, the COUNTY and the ROAD DISTRICT are public agencies and governmental units within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate, contract, and otherwise associate for public purposes; and,

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

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made and pursuant to all applicable statutes, local ordinances, and authority, the parties do hereby agree to 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.
Snow and Ice Control of the BIKE PATH**

1. The ROAD DISTRICT agrees to be responsible for snow and ice control of the BIKE PATH as depicted on Exhibit A of THIS AGREEMENT, without reimbursement from the COUNTY.
2. It is mutually agreed by and between the parties hereto that the ROAD DISTRICT shall provide an annual winter maintenance plan for the BIKE PATH to the COUNTY Engineer for review and approval, no later than October 1 each year so long as THIS AGREEMENT remains in effect. Said review and approval of the winter maintenance plan by the COUNTY shall not be unreasonably withheld.
3. It is further mutually agreed by and between the parties hereto that the winter maintenance plan shall include, but not be limited to, the amount of snowfall that will trigger snow and ice control activities, the snow and ice control equipment to be used on the BIKE PATH.
4. It is mutually agreed by and between the parties hereto that the ROAD DISTRICT shall be responsible for repairing any damage caused by snow and ice control, such as damage to the surrounding turf or detectable warning panels on curb ramps, without reimbursement from the COUNTY.
5. It is mutually agreed by and between the parties hereto that the COUNTY shall maintain jurisdictional authority of the BIKE PATH and shall continue to be responsible for routine and capital maintenance of the BIKE PATH, except as provided for in THIS AGREEMENT.

**SECTION III.
Mutual Indemnification**

1. The ROAD DISTRICT shall indemnify, defend and hold harmless the COUNTY, its elected officials, 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 arising from or relating to acts of the ROAD DISTRICT, its personnel and agents or representatives of any organization acting with or for the ROAD DISTRICT or at its request or under the ROAD DISTRICT's instruction in its performance of its duties under this Agreement.
2. The COUNTY shall indemnify, defend and hold harmless the County, its elected officials, its duly appointed officials, agents, employees and representatives, and the County's 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 arising from or relating to acts of the COUNTY, its personnel and agents or representatives of any organization acting with or for the COUNTY or at its request or under the COUNTY's instruction in the performance of its duties under this Agreement.

**SECTION IV.
Termination**

1. This Agreement may be terminated without cause by either Party upon 30 days written notice. The remedies provided herein shall survive termination of this agreement.

**SECTION III.
General Provisions**

1. 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 ROAD DISTRICT (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The ROAD DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. 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 or the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways and Bikeways, such as bike paths, bike lanes, etc. as may be best determined, as provided by law.

3. 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.
4. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on November 1, 2021, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to November 1, 2021. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to November 1, 2021, the effective date of THIS AGREEMENT shall then be the date that the last authorized agent of the parties hereto affixes his/her signature.
5. 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.
6. It is mutually agreed 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. 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.
8. 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.
9. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No 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 COUNTY, except as provided for in THIS AGREEMENT.
10. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

11. It is mutually agreed by and between the parties hereto that any notice required by the provisions of THIS AGREEMENT shall be mailed to:

If to the COUNTY:

Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL, 60048-1381

If to the ROAD DISTRICT:

Highway Commissioner
Grant Township Road District
26535 W. Molidor Road
Ingleside, IL 60041

**GRANT TOWNSHIP
ROAD DISTRICT**

ATTEST:
Kerry Rogers - Deputy
Township Clerk

By: *Ken Kusgen*
Highway Commissioner
GRANT TOWNSHIP ROAD DISTRICT

Date: *Sept. 21, 2021*



RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

Exhibit A

Chain O'Lakes Bike Path

