

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF GRAYSLAKE
FOR THE RAISING OF TWO (2) SECTIONS OF THE GRAYSLAKE MUNICIPAL
BIKE PATH ALONG WASHINGTON STREET (COUNTY HIGHWAY 45),
BETWEEN ILLINOIS ROUTE 83 AND ATKINSON ROAD
IN GRAYSLAKE, ILLINOIS**

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 VILLAGE of GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE 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, the COUNTY has jurisdictional authority over Washington Street (County Highway 45); and,

WHEREAS, two portions of the VILLAGE's bike path situated along the north side of Washington Street, outside of County Highway right-of-way, between Barron Boulevard (Illinois Route 83) and Atkinson Road (hereinafter BIKE PATH) experience chronic flooding, at times overtopping said BIKE PATH, adversely affecting bicycle and pedestrian traffic, forcing such traffic onto the COUNTY right-of-way; and,

WHEREAS, it is the determination of the VILLAGE that the flooding in the two locations could be rectified by [1] raising "low" sections of the BIKE PATH by adding asphalt to the said BIKE PATH and [2] by installing two (2) culverts beneath and across the BIKE PATH, thereby equalizing runoff water between the Washington Street right-of-way (to the south) and Lake County Forest Preserve District property (to the north).

WHEREAS, the VILLAGE, in efforts to increase public safety by eliminating flooding in the two locations along the BIKE PATH, thereby facilitating the free flow of bicycle and pedestrian traffic, has requested that the COUNTY participate financially in the costs of a VILLAGE-led project to raise the BIKE PATH and to moderate/equilibrate runoff (hereinafter the IMPROVEMENT); and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE; and,

WHEREAS, 605 ILCS 5/5-701.13 *et seq.* and other statutes provide for the COUNTY to pay for the maintenance of bicycle routes along County Highways; and,

WHEREAS, the COUNTY will participate financially with a portion of the construction and construction engineering costs of the IMPROVEMENT as stipulated hereafter; and,

WHEREAS, public safety shall be increased, as there will be a reduction in the severity of flooding on the BIKE PATH and use of COUNTY right-of-way;

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 among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. It is mutually agreed by and among 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.
Construction of the IMPROVEMENT**

A. The VILLAGE's Responsibilities

1. The VILLAGE agrees to obtain all necessary approvals from the appropriate jurisdictions and prepare, or cause to be prepared, the necessary surveys and design engineering for the IMPROVEMENT, in accordance with its policies and standards, with no reimbursement by the COUNTY.
2. The VILLAGE agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT, in accordance with its procedures and requirements, with financial participation by the COUNTY as stipulated hereafter.
3. The VILLAGE agrees to obtain all necessary authorizations and/or permits necessary for the construction of the IMPROVEMENT and to prepare, or cause to be prepared, all necessary documents for any rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary, with no reimbursement by the COUNTY.

4. The VILLAGE agrees to record all rights-of-way and easements, either permanent or temporary, that may be acquired in connection with the IMPROVEMENT, with no reimbursement by the COUNTY.
5. The VILLAGE must follow all requirements for all grants received for the construction of the IMPROVEMENT.
6. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the VILLAGE shall maintain the IMPROVEMENT, with no reimbursement by the COUNTY.

B. The COUNTY's Responsibilities

1. The COUNTY agrees that by executing THIS AGREEMENT, the COUNTY concurs in the construction by the VILLAGE, in accordance with the standard policies and procedures as adopted and used by the VILLAGE.
2. The COUNTY shall pay a portion of the construction and construction engineering costs of the IMPROVEMENT. The COUNTY's financial participation shall be limited to **twenty-four thousand dollars (\$24,000)** or the combined cost of construction and construction engineering for the IMPROVEMENT, whichever is less.
3. The COUNTY agrees that, upon the completion of the construction of the IMPROVEMENT and within thirty (30) days of the receipt of an invoice from the VILLAGE, the COUNTY shall pay to the VILLAGE in a lump sum, an amount equal to one-hundred percent (100%) of its obligation under THIS AGREEMENT. Payment at the time of the award and receipt of an invoice shall not exceed **\$24,000.00**.

**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 VILLAGE (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 VILLAGE 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 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 **January 1, 2010**, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to January 1, 2010. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to January 1, 2010, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes their 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. THIS AGREEMENT shall be considered null and void in the event that the construction of the improvements contemplated herein is not completed by **January 1, 2012**.

ATTEST: 

Village Clerk

VILLAGE OF GRAYSLAKE

By: 
Mayor

Date: Nov. 14, 2009

RECOMMENDED FOR EXECUTION

Martin G. Buehler, P.E.
Director of Transportation /
County Engineer
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

ATTEST:

County Clerk