

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE LAKE COUNTY FOREST PRESERVE DISTRICT
FOR THE CONSTRUCTION OF A SEGMENT OF BIKE PATH
ALONG GRASS LAKE ROAD (COUNTY HIGHWAY 18),
CONNECTING THE EXISTING BIKE PEDESTRIAN PATHS WITHIN
HASTINGS LAKE FOREST PRESERVE**

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 LAKE COUNTY FOREST PRESERVE DISTRICT, an Illinois body politic and corporate, acting by and through its President and Board of Commissioners, hereinafter referred to as the DISTRICT. The COUNTY and the DISTRICT 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 and the DISTRICT are desirous that a segment of bituminous bike path be constructed along the south side of Grass Lake Road (County Highway 18), from Hastings Lake Forest Preserve to South Beck Road (hereinafter BIKE PATH); and,

WHEREAS, once completed, said BIKE PATH shall measure approximately 700 feet long and eight (8) feet wide; and,

WHEREAS, said BIKE PATH shall serve as a connection between the pedestrian crosswalk at South Beck Road and the system of pedestrian trails within the Hastings Lake Forest Preserve, which is owned and operated by the DISTRICT; and,

WHEREAS, said BIKE PATH (also referred to as County Section No. 09-00075-14-BT) shall be constructed in accordance with the design engineering plans and specifications prepared by Christopher B. Burke Engineering, Ltd. (hereinafter PLANS), which, by reference herein, hereby become a part hereof; and,

WHEREAS, EXHIBIT A to THIS AGREEMENT, which is attached hereto and hereby becomes a part hereof, provides a general depiction (“site plan”) of the BIKE PATH and surrounding areas as well as a detailed engineering drawing for the BIKE PATH (both excerpted from the PLANS); and,

WHEREAS, the COUNTY has jurisdiction over Grass Lake Road, and the DISTRICT owns and operates Hastings Lake Forest Preserve (including the system of pedestrian trails within the Hastings Lake Forest Preserve); and,

WHEREAS, upon completion of the BIKE PATH, the Village of Lindenhurst shall own and maintain the BIKE PATH; and,

WHEREAS, the DISTRICT has caused “Phase II” Design Engineering for the BIKE PATH to be performed, and the COUNTY has reimbursed the DISTRICT for one hundred percent (100%) of the costs of said “Phase II” Design Engineering; and,

WHEREAS, the DISTRICT shall construct (or cause to be constructed) the BIKE PATH and the COUNTY shall provide “Phase III” Construction Engineering Supervision for the construction of the BIKE PATH; and,

WHEREAS, the COUNTY shall reimburse the DISTRICT for one hundred percent (100%) of the costs for the construction of the BIKE PATH. Said costs are detailed in EXHIBIT B to THIS AGREEMENT, which is attached hereto and hereby becomes a part hereof; and,

WHEREAS, the BIKE PATH shall be of immediate benefit to residents of Lake County;

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 DISTRICT do hereby enter into the following AGREEMENT:

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 and Maintenance of the BIKE PATH

1. The DISTRICT’s letting for the construction of the BIKE PATH took place on January 18, 2012.
2. It is mutually agreed by and between the parties hereto that the BIKE PATH shall be constructed in accordance with the PLANS. (As of this writing, the current PLANS are those dated December 8, 2011.)
3. The DISTRICT agrees to construct (or cause to be constructed) the BIKE PATH and the COUNTY shall provide “Phase III” Construction Engineering Supervision for the construction of the BIKE PATH
4. The COUNTY agrees to reimburse the DISTRICT for one hundred percent (100%) of the costs for the construction of the BIKE PATH. The COUNTY’s obligation under THIS AGREEMENT is estimated to be \$145,533.00. Said obligation is detailed in EXHIBIT B.

Within thirty (30) days of the receipt of an invoice from the DISTRICT, the COUNTY shall pay the DISTRICT an amount equal to ninety-five percent (95%) of its obligation under THIS AGREEMENT in a lump-sum amount, based on awarded contract unit prices. Payment at the time of the award and receipt of an invoice is estimated to be \$138,256.35.

The COUNTY further agrees to pay the DISTRICT the remaining five percent (5%) of its obligation under this AGREEMENT in a lump-sum amount upon the completion of the BIKE PATH. Said remaining five percent shall be based on final costs at contract unit prices for actual work performed. Final payment to the DISTRICT is estimated to be \$7,276.65.

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, in any manner or form, to create or establish a partnership or principal-agent relationship between the parties hereto, or to make the 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 DISTRICT is to be and shall remain independent of the COUNTY, and vice-versa, 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 ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. The individuals executing THIS AGREEMENT each warrant and represent to the other party and agree that: (1) THIS AGREEMENT is executed by him or her as a duly authorized agent or officer of a party and that he or she has executed the same in accordance with the lawful authority vested in him or her, 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 April 1, 2012, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing his or her signature prior to April 1, 2012. In the event the date that the last authorized agent of the parties hereto affixes his or her signature to THIS AGREEMENT is subsequent to April 1, 2011, 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 his or 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 counterparty.

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 contracts covering the IMPROVEMENT are not awarded by January 1, 2017.

**LAKE COUNTY
FOREST PRESERVE DISTRICT**

ATTEST:

Secretary
Lake County Forest Preserve District

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

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

ATTEST:

County Clerk

COUNTY OF LAKE

By: _____
Chairman
Lake County Board

Date: _____

EXHIBIT A

Site Plan (1 sheet) and Detailed Engineering Drawing (1 sheet)

County Section No. 09-00075-14-BT

DRAFT

DRAFT

EXHIBIT B

Division of Costs

County Section No. 09-00075-14-BT

Division of Costs under THIS AGREEMENT					
Pay Item	Estimated Cost	Portion Attributable to the DISTRICT		Portion Attributable to the COUNTY	
		<i>Percentage</i>	<i>Cost</i>	<i>Percentage</i>	<i>Cost</i>
Construction of the BIKE PATH ⁽¹⁾	\$ 145,533.00	0%	\$ -	100%	\$ 145,533.00
Total Reimbursement to LCFPD by the COUNTY					\$ 145,533.00

⁽¹⁾ Source: Actual construction cost, per Lake County Forest Preserve District bids received January 18, 2012.