

AGREEMENT
BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF LAKE VILLA
FOR TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTION OF
DEEP LAKE ROAD (COUNTY HIGHWAY 36) AND ILLINOIS ROUTE 132

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 LAKE VILLA, 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 “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, are desirous to make certain traffic signal improvements at the intersection of Deep Lake Road (County Highway 36) and IL Route 132 (hereinafter INTERSECTION); and,

WHEREAS, said traffic signal improvements include left turn phasing on the north and south legs of the INTERSECTION (hereinafter IMPROVEMENT, which shall also be referred to as County Section Number 13-00087-05-TL); and,

WHEREAS, the VILLAGE has indicated its desire for the COUNTY to perform, or cause to be performed, the IMPROVEMENT; and,

WHEREAS, the Illinois Department of Transportation, hereinafter referred to as IDOT, has jurisdictional authority over IL Route 132 and the traffic signals at the INTERSECTION and is responsible for the maintenance of the traffic signals at the INTERSECTION; and

WHEREAS, the COUNTY has jurisdictional authority over Deep Lake Road; and,

WHEREAS, the VILLAGE has jurisdictional authority over the south leg of Deep Lake Road (also known as Library Drive); and,

WHEREAS, the proposed improvement is located within the VILLAGE corporate limits and the location is generally depicted in the attached EXHIBIT A to this agreement, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the VILLAGE shall participate financially in the cost for the IMPROVEMENT and the estimated total cost to the VILLAGE and the COUNTY is as stipulated in EXHIBIT B, which is attached hereto and is hereby made a part hereof; and,

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

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.
Construction of the IMPROVEMENT

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications, and contract documents for the IMPROVEMENT (hereinafter PLANS) in accordance with Lake County Division of Transportation (LCDOT) policies and standards, as approved by IDOT.

As of this writing, the current PLANS are the pre-final set of plans prepared by Gewalt Hamilton Associates, with a submission date of March 13, 2013. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review said PLANS. Said review of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. The COUNTY will secure the appropriate IDOT Region One permit authorizing the IMPROVEMENT at the intersection of Deep Lake Road and IL Route 132 which is under the jurisdiction of IDOT.
3. The COUNTY agrees to cause the construction of the IMPROVEMENT in accordance with the plans, specifications and estimates. As of this writing, the construction of the IMPROVEMENT is anticipated in the summer of 2013. The date of said construction is subject to change without notice to the VILLAGE and is a function of the availability of funding and project readiness.
4. The COUNTY 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 LCDOT procedures and requirements.
5. The VILLAGE agrees that its estimated total obligation incurred under THIS AGREEMENT for construction for said IMPROVEMENT is \$8,284.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY, within thirty (30) days of the receipt of an invoice from the COUNTY in a lump sum amount based on the awarded contract unit prices for the IMPROVEMENT work, an amount equal to ninety-five percent (95%) of its obligation. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$7,870.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the IMPROVEMENT upon completion of the IMPROVEMENT, in a lump sum amount, within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$414.

6. It is mutually agreed by and between the parties hereto that, upon completion of the

IMPROVEMENT, IDOT shall continue maintenance and jurisdictional responsibility over the INTERSECTION and the traffic signals, the COUNTY will continue to have jurisdiction over and maintain Deep Lake Road, and the VILLAGE will continue to have jurisdiction over and maintain the south leg of Deep Lake Road (also known as Library Drive).

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 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 July 1, 2013, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to July 1, 2013. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to July 1, 2013, 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/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. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2017.

VILLAGE OF LAKE VILLA

ATTEST:

VILLAGE Clerk

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation / County Engineer
Lake County

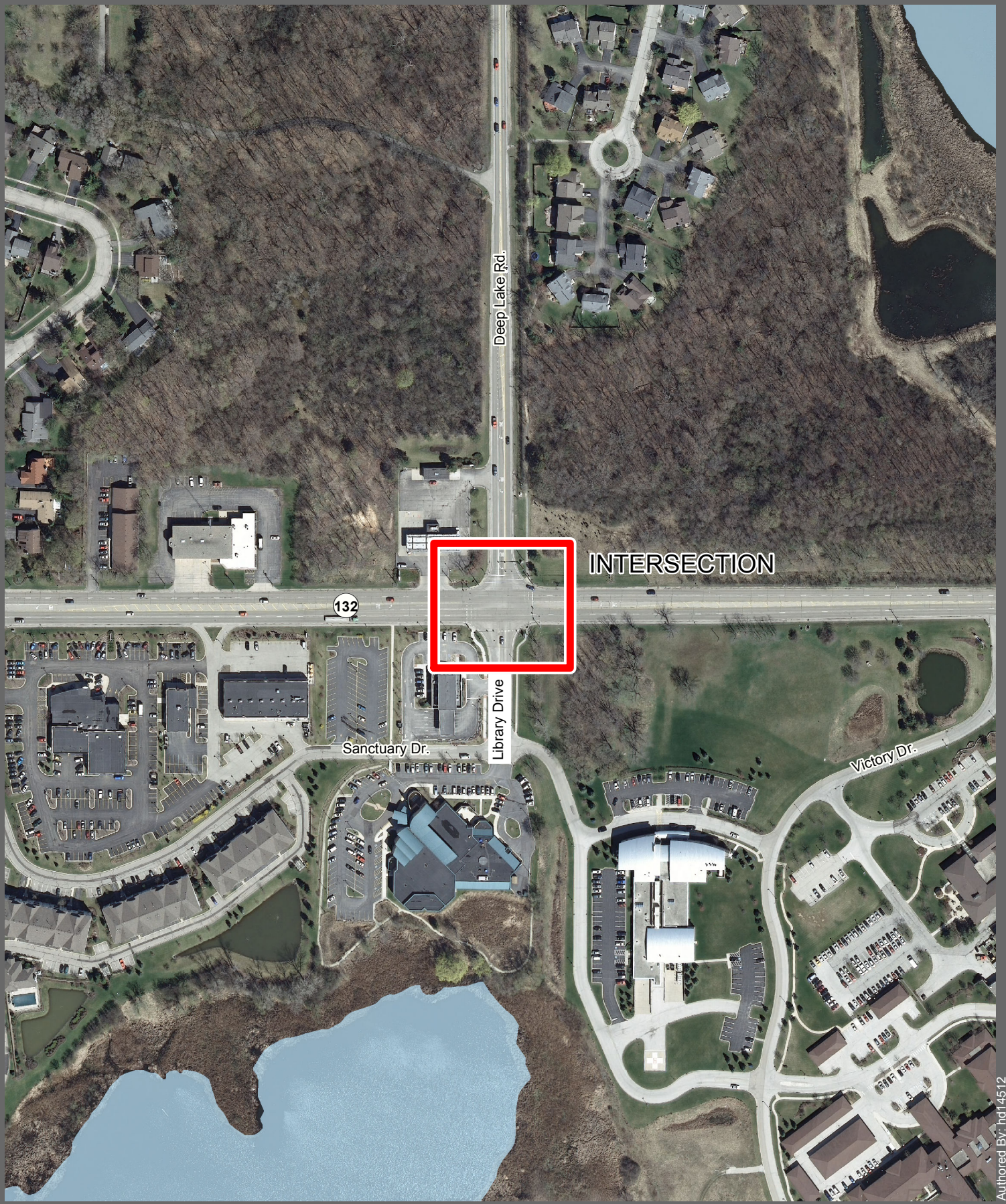
COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chairman
Lake County Board

Date: _____



Authorized By: hnd14512



1 inch = 244 feet

EXHIBIT B
Estimated Division of Costs for the IMPROVEMENT
County Section 13-00087-05-TL

Total Estimate of Probable Cost for Deep Lake Road Traffic Signal Improvements

Breakdown for the Costs of the Traffic Signal Modification					
	Estimated Cost	Portion Attributable to the COUNTY		Portion Attributable to the VILLAGE	
		<i>Percentage</i>	<i>Cost</i>	<i>Percentage</i>	<i>Cost</i>
Traffic Signal Modification	\$ 14,160	50%	\$ 7,080	50%	\$ 7,080
				Subtotal	\$ 7,080
				Design Engineering <i>(7% of construction costs)</i>	\$ 496
				Construction Engineering Supervision <i>(10% of construction costs)</i>	\$ 708
				Total Village Estimated Costs	\$ 8,284

(1) Source: Engineer's preliminary Cost Estimate, by Gewalt Hamilton Associates, dated 2/13/13.