

**AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE VILLAGE OF BUFFALO GROVE
FOR THE IMPROVEMENT OF THE INTERSECTION OF
APTAKISIC ROAD (COUNTY HIGHWAY 33) AT BRANDYWYN LANE**

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 BUFFALO GROVE, an Illinois Municipal Corporation, acting by and through its President and Village Board, 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, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous to make certain roadway improvements at the intersection of Aptakisic Road (County Highway 33) at Brandywyn Lane (hereinafter the INTERSECTION); and,

WHEREAS, the roadway improvements project at the INTERSECTION (hereinafter the IMPROVEMENT) shall include the installation of traffic control signal devices with equipment, which may or may not contain street lights, emergency vehicle pre-emption system(s) (EVPS) and Lake County PASSAGE, which is the County's system of interconnected traffic signals, cameras and network equipment (hereinafter TRAFFIC SIGNALS) and shall be known as COUNTY Section 07-00088-16-TL; and,

WHEREAS, THIS AGREEMENT shall detail each party's responsibility for those costs relating to the design and construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE has jurisdictional authority over Brandywyn Lane, and the COUNTY has jurisdictional authority over Aptakisic Road; and,

WHEREAS, the various responsibilities for the maintenance costs, energy costs and future costs for the TRAFFIC SIGNALS at the INTERSECTION are governed by a separate intergovernmental agreement between the COUNTY and the VILLAGE, entitled, MASTER AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE VILLAGE OF BUFFALO GROVE FOR ENERGY COSTS, MAINTENANCE COSTS AND FUTURE COSTS ASSOCIATED WITH COUNTY-OWNED TRAFFIC CONTROL DEVICES (hereinafter the MAINTENANCE AGREEMENT); and,

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

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.
The IMPROVEMENT**

1. The COUNTY agrees to prepare, or cause to be prepared, all necessary surveys, design plans and specifications, receive bids and award the construction contract, furnish engineering inspection during construction and cause the IMPROVEMENT to be built, in accordance with the approved plans, specifications and construction contracts. Said approved plans, specifications and construction contracts by reference herein hereby become a part hereof.
2. The VILLAGE agrees to grant to the COUNTY the necessary right-of-entry onto VILLAGE-owned property to construct the IMPROVEMENT in accordance with said approved plans and specifications.
3. It is mutually agreed by and between the parties hereto that the total estimated cost to the VILLAGE for the IMPROVEMENT as heretofore described is as listed in EXHIBIT A of THIS AGREEMENT.
4. It is mutually agreed by and between the parties hereto that the COUNTY's County Engineer (hereinafter the COUNTY ENGINEER) shall determine the specifications for and type of TRAFFIC SIGNALS to be installed at the INTERSECTION.

5. The COUNTY agrees to pay, or cause to be paid, all costs for the necessary surveys, design plans, engineering and construction supervision associated with the installation of the IMPROVEMENT, subject to reimbursement by the VILLAGE as hereinafter stipulated.
6. The VILLAGE agrees to pay fifty percent (50%) of the costs of the IMPROVEMENT.

The VILLAGE further agrees to pay the costs for the Design Engineering and Construction Supervision relating to the construction of the IMPROVEMENT, which together equal seventeen percent (17%) of the total construction costs.

7. The VILLAGE agrees that upon satisfactory completion of the IMPROVEMENT, the TRAFFIC SIGNALS at the INTERSECTION shall become the sole and exclusive property of the COUNTY.

The VILLAGE further agrees that the COUNTY shall have the sole and exclusive right to control, operate and regulate the sequence and all other aspects of the timing of the TRAFFIC SIGNALS at the INTERSECTION.

8. It is mutually agreed by and between the parties hereto that the various responsibilities for the maintenance costs, energy costs and future costs for the TRAFFIC SIGNALS at the INTERSECTION shall be governed by the MAINTENANCE AGREEMENT and that the MAINTENANCE AGREEMENT, a separate intergovernmental agreement, exists and has been adopted by both the COUNTY and the VILLAGE.

SECTION III.

Reimbursement to the COUNTY

1. The total reimbursable costs to be paid by the VILLAGE to the COUNTY under THIS AGREEMENT are estimated to be **\$186,935.58**.
2. The VILLAGE agrees that, after December 31, 2009 (coincident with the closing of the VILLAGE's 2009 fiscal year), the VILLAGE 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 for actual work performed, an amount equal to one-hundred percent (100%) of its obligation incurred under THIS AGREEMENT. Payment at such time is estimated to be **\$186,935.58**.

SECTION IV.
General Provisions

1. 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, manage, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. 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, officers, 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.
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 **February 1, 2009**, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to February 1, 2009. In the event the date that the last authorized agent of the parties hereto affix their signature to THIS AGREEMENT is subsequent to February 1, 2009, 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. Any prior agreements between the parties hereto shall remain in full force and effect except as modified by THIS AGREEMENT.
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. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
10. It is mutually agreed by and between the parties hereto that 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 THIS AGREEMENT shall be considered void if the IMPROVEMENT contemplated herein is not completed by **December 1, 2011**.

ATTEST:

Village Clerk

VILLAGE OF BUFFALO GROVE

By: _____
President

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

By: _____
Chair
Lake County Board

ATTEST:

County Clerk
Lake County

Date: _____

EXHIBIT A
DIVISION OF COSTS
FOR THE IMPROVEMENT

Description	VILLAGE	%	COUNTY	%	TOTAL
TRAFFIC SIGNALS - Construction Costs Location: Aptakasic Road at Brandywyn Lane	\$ 159,774.00	50	\$ 159,774.00	50	\$ 319,548.00
Subtotal	\$ 159,774.00	--	--	--	--
Engineering & Construction Supervision <i>(equal to 17% of construction costs)</i>	\$ 27,161.58	--	--	--	--
TOTAL	<u>\$ 186,935.58</u>	--	--	--	--