

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND LAKE VILLA TOWNSHIP
ROAD DISTRICT FOR INTERSECTION IMPROVEMENTS AT
FAIRFIELD ROAD (COUNTY HIGHWAY 49) AND
MONAVILLE ROAD (COUNTY HIGHWAY 55)
INCLUDING THE PARTIAL VACATION OF OLD MONAVILLE ROAD**

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 VILLA 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, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Fairfield Road (COUNTY Highway 49) and Monaville Road (COUNTY Highway 55), including improvements to Old Monaville Road (hereinafter the IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the construction of a roundabout, drainage improvement, signage and street lighting, multi-use path, pavement resurfacing, and landscaping at the intersection of Fairfield Road and Monaville Road and the disconnection of Old Monaville Road from Monaville Road with the installation of a cul-de-sac and shall be known as COUNTY Section 15-00120-06-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is November 6, 2020 and,

WHEREAS, the IMPROVEMENT limits are generally depicted on Exhibit A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared by Alfred Benesch & Company, (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated May 17, 2019 (Prefinal version); and,

WHEREAS, the COUNTY has maintenance and jurisdictional authority over Fairfield Road (COUNTY Highway 49) and Monaville Road (COUNTY Highway 55) and the ROAD DISTRICT has maintenance and jurisdictional authority over Old Monaville Road between Fairfield Road and Monaville Road; and,

WHEREAS, the ROAD DISTRICT is desirous that the COUNTY disconnect Old Monaville Road from Monaville Road including the construction of a cul-de-sac at the east end of Old Monaville Road (hereinafter CUL-DE-SAC) as part of the IMPROVEMENT and as generally

depicted on the plan sheets included in Exhibit B, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, construction of the CUL-DE-SAC requires additional dedicated right-of-way; and,

WHEREAS, upon substantial completion of construction, the ROAD DISTRICT agrees to vacate that portion of Old Monaville Road no longer required for roadway purposes as depicted on the Plat of Vacation attached hereto as Exhibit C and hereby made a part hereof; 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.

Construction and Maintenance of the IMPROVEMENT

COUNTY Section Number 15-00120-06-CH

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with no reimbursement from the ROAD DISTRICT.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT are generally depicted on Exhibit B attached to THIS AGREEMENT.

3. As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared by Alfred Benesch & Company, with a submission date of May 17, 2019. Said PLANS, by reference herein, hereby become a part hereof.
4. The ROAD DISTRICT shall have the opportunity to review and approve the PLANS with respect to the CUL-DE-SAC and all other improvements to Old Monaville Road. Said review and approval of the PLANS by the ROAD DISTRICT shall not be unreasonably withheld.
5. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is November 6, 2020. (The letting date is subject to change, without notice to the ROAD DISTRICT, and is dependent upon project readiness and the availability of project funding.)
6. 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, with no reimbursement from the ROAD DISTRICT.
7. The COUNTY agrees 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. The COUNTY further agrees that any costs associated with any land acquisition required for the IMPROVEMENT shall be the COUNTY's responsibility and without reimbursement from the ROAD DISTRICT. The County shall acquire the additional dedicated right-of-way in the name of the Lake Villa Township to facilitate the construction of the proposed CUL-DE-SAC. The COUNTY shall prepare at its cost the Plat of Vacation required to affect the ROAD DISTRICT'S vacation of a portion of Old Monaville Road as herein contemplated.
8. The ROAD DISTRICT agrees to cause the area of Old Monaville Road to be vacated, in accordance with 605 ILCS 5/6 303 et seq., and the County shall have no responsibility with regard to said vacation beyond the preparation of the Plat of Vacation described above. The ROAD DISTRICT acknowledges that the vacation contemplated herein will constitute a portion of the consideration for the acquisition of the additional dedicated right-of-way required for the CUL-DE-SAC and as such ROAD DISTRICT agrees to diligently undertake the vacation upon completion of the roadway construction. The ROAD DISTRICT agrees to initiate and complete the process within 1 year upon completion of construction of the IMPROVEMENT and written notification from the COUNTY's County Engineer.
9. The COUNTY agrees to record all COUNTY Highway rights-of-way that may be acquired in connection with the IMPROVEMENT (including any Plat of Vacation).

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 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 September 1, 2020, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to September 1, 2020. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to September 1, 2020, 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. 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:

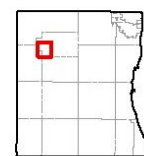
Director of Transportation/County Engineer
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048-1381

If to the ROAD DISTRICT:

Highway Commissioner
Lake Villa Township Road District
37822 N Fairfield Road
Lake Villa, IL 60046

EXHIBIT A
County Section 15-00120-06-CH

Exhibit A - Project Location Map

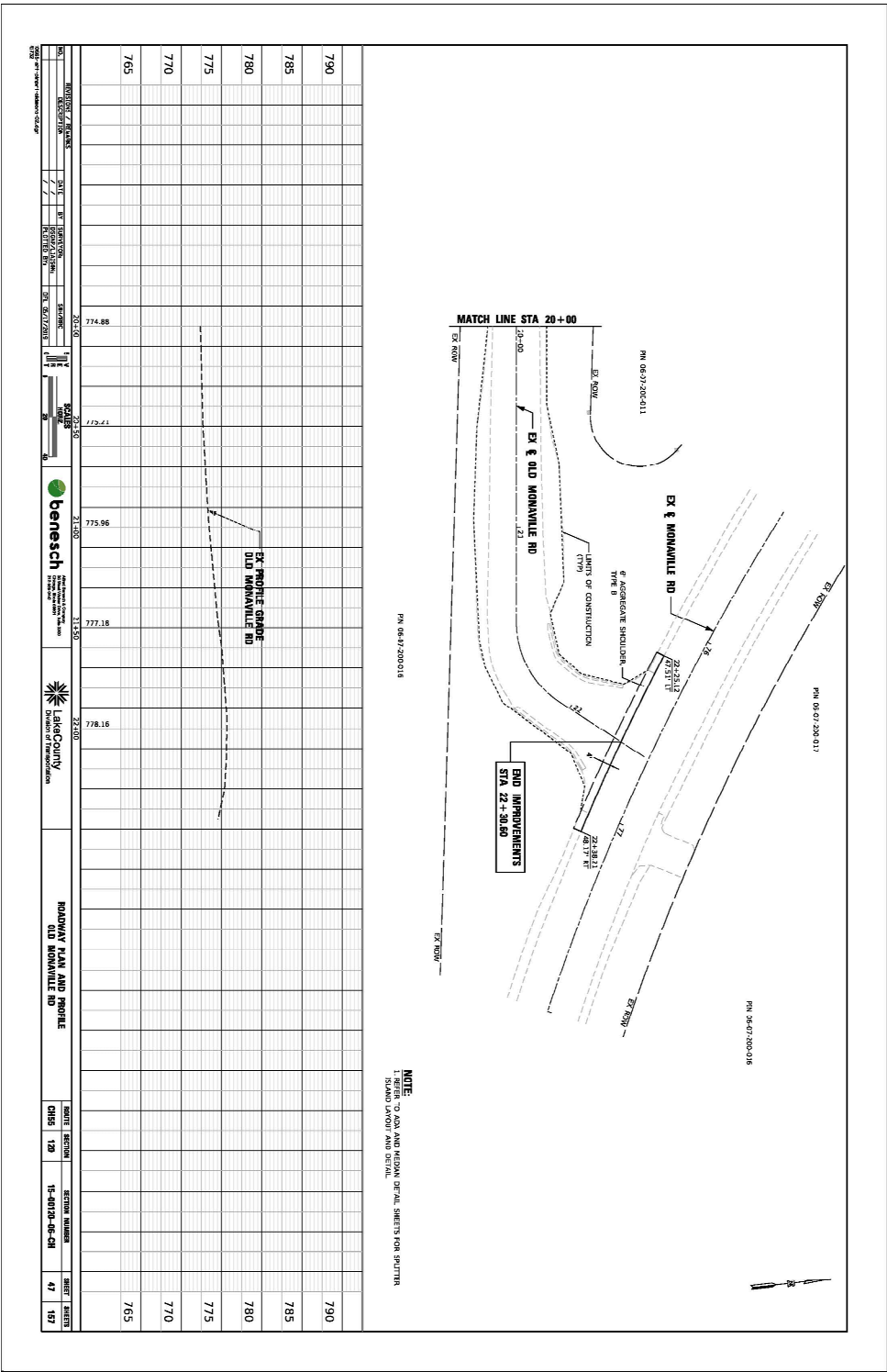


LEGEND

SHEET	DESCRIPTION
15-00123-01	ROADWAY PLAN AND PROFILE
15-00123-02	OLD MONROVILE RD
15-00123-03	PR ROW
15-00123-04	EX ROW
15-00123-05	PR PROFILE GRADE OLD MONROVILE RD
15-00123-06	EX PROFILE GRADE OLD MONROVILE RD
15-00123-07	LIMITS OF CONSTRUCTION (TYP)

NOTE:
SEE SHEETS 15-00123-01 AND 15-00123-02 FOR ADDITIONAL DETAILS AND ELEVATION DATA. SHEETS FOR SUTTER ISLAND JUNCT. AND DETAIL.

EXHIBIT B **County Section 15-00120-06-CH**



County Section 15-00120-06-CH

