

Local Agency:	County of Lake, Illinois	COUNTY Section: 10-00999-10-TL
City of North Chicago	Intergovernmental Agreement for County Participation in a Project Involving Federal Funds	Illinois Dept. of Transportation Section: 09-00169-00-TL

This Agreement is made and entered into this _____ day of _____, 20_____ 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 above named Local Agency, an Illinois Municipal Corporation, a division of an Illinois Municipal Corporation or a Political Subdivision organized and existing under the laws of the State of Illinois, acting by and through its Corporate Authorities, hereinafter referred to as the LA.

Project Location

County Highway(s): None involved
 Project Limits: Sheridan Road/Genesee Street from MLK, Jr. Drive (County Highway 54) to Belvidere Road.

Project Description

Signal modifications, interconnect, timing and communications in conformance with Lake County PASSAGE and will connect to the PASSAGE system.

Division of Cost

Type of Work	FHWA	%	COUNTY	%	LA	%	Total
Participating Construction			\$ 60,000				\$ 60,000
Non-Participating Construction							
Participating Const. Eng.							
Non-Participating Const. Eng.							
Right-of-way							
Totals			\$ 60,000				\$ 60,000

Note: The maximum COUNTY participation shall not exceed \$60,000.00.

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Agreement Provisions

Section A.

THE LOCAL AGENCY AGREES:

- 1 To prepare, or cause to be prepared, all necessary surveys, the engineering plans, secure any and all permits and/or approvals that may be required, specifications and estimates, construction contract letting and land acquisition documents as required as determined by the fund source and/or scope of the project, as prescribed by the Illinois Department of Transportation, hereinafter the STATE, and in accordance with procedures approved and/or required by the Federal Highway Administration, hereinafter FHWA, provide construction engineering supervision and construct the project in accordance with the approved plans, specifications and estimates.
- 2 To enter into a joint agreement with the STATE to improve the heretofore designated location in the manner described. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the FHWA.
- 3 To convey and transmit to the COUNTY's County Engineer for review and approval, all surveys, preliminary engineering studies, final engineering plans, specifications and estimates for the project in a timely fashion prior to the letting.

Section B.

THE COUNTY AGREES:

- 1 To review and approve the surveys, preliminary engineering studies, final engineering plans, specifications and estimates for the project. Said approvals shall not be unreasonably withheld.
- 2 That upon award of the construction contract by the STATE, the COUNTY will pay to the LA within thirty (30) days of the receipt of an invoice from the LA, in a lump sum, an amount equal to one hundred percent (100%) of its obligation in accordance with the Division of Cost contained herein.

Section C.

IT IS MUTUALLY AGREED:

- 1 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, 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 LA (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 LA 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 provisions 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 This Agreement shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute This Agreement affix their signatures.
- 5 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 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 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 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. Neither 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 other party hereto.
- 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 contract covering the improvements contemplated herein are not awarded within five (5) years of the effective date of This Agreement.

Addenda

Additional information and/or stipulations are hereby attached and identified below as being a part of This Agreement.

Addendum 1 -- Location Map

(Insert addendum numbers and titles as applicable)

IN WITNESS WHEREOF, the Parties hereto have caused This Agreement to be executed by their duly authorized officers as of the dates below indicated.

Local Agency

By: _____

Title: _____

Date: _____

Attest: _____

Title: _____

County of Lake

By: _____
Chair, Lake County Board

Date: _____

Attest: _____
Clerk, Lake County

Recommended for Execution

County Engineer/
Director of Transportation

ADDENDUM 1

LOCATION MAP

