

DRAFT

INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

SKOKIE VALLEY TRAIL

COUNTY OF LAKE

Lake Cook Road to Voltz Road
Cook Section: 18-SVTEX-00-BT
Lake Section: 14-000265-01-BR

This **Intergovernmental Agreement** (the "Agreement") is entered into this ____ day of _____, 2020, by and between the County of Cook ("Cook County"), a body corporate and politic of the State of Illinois, acting by and through its Department of Transportation and Highways (the "Department"), and the County of Lake ("Lake County"), a body corporate and politic of the State of Illinois, acting by and through its Division of Transportation. Cook County and Lake County are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties, in order to facilitate the free flow of traffic and ensure safety to pedestrians, bicyclists and the motoring public, desire to enter into an intergovernmental partnership to realize extension of and improvements to the Skokie Valley Trail ("SVT") shared use path (the "Project"); and

WHEREAS, the scope of work for the Project includes the construction of a new bridge connecting the SVT directly to the north side of Lake Cook Road (the "Bridge") and extending the SVT from the southern edge of the Bridge (approximately 250 feet south of Lake Cook Road) approximately 2.3 miles south to Voltz Road (the "Extension"); and

WHEREAS, the Project is hereby designated as Cook County section number 18-SVTEX-00-BT and Lake County section number 14-000265-01-BR; and

WHEREAS, the Project will require Phase II Engineering and the acquisition of Right-of-Way, including Easements and recreational leases ("ROW"), located in both Cook County and Lake County; and

WHEREAS, the Parties established terms for the Project scope and level of participation and responsibilities for Phase II Engineering and ROW acquisition in a Letter of Intent dated February 14, 2017 and executed by Lake County on February 21, 2017; and

WHEREAS, the Parties by this instrument shall determine and establish their respective responsibilities toward completion and funding of Phase II engineering and ROW acquisition for the Bridge; and

WHEREAS, the completion of the Project requires a joint effort between the Parties for purposes of Phase II Engineering and ROW Acquisition; and

WHEREAS, the Parties by virtue of their powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq.*, and the Illinois Highway Code, 605 ILCS 5/1-101 *et seq.*, are authorized to enter into this Agreement; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

SECTION 1. FINANCES

- 1.1 Cost Estimate. The total estimated cost of Phase II Engineering and ROW acquisition for the Bridge is \$381,552.
- 1.2 Cook County Cost Participation. Cook County agrees to pay all Phase II Engineering and ROW acquisition costs attributable to the Bridge, subject to reimbursement by Lake County as hereinafter stipulated. The total estimated cost to Cook County for Phase II and ROW acquisition services for the Bridge is \$240,421.
- 1.3 Lake County Cost Participation. Lake County agrees to reimburse Cook County for one hundred percent (100%) of ROW costs attributable to the Bridge for parcels that are to be acquired in Lake County by Cook County. The total estimated cost to Lake County for ROW acquisition is \$141,131. Project ROW costs shall be paid directly by Lake County if Lake County completes the property acquisition through condemnation for properties located in Lake County.
- 1.4 Cost Estimates. Cook County and Lake County share of the ROW costs are more fully described in the Funding Breakdown which is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 1.2 and 1.3 above. .
- 1.5 Reimbursement Procedures. Project ROW costs shall be paid in two installments to Cook County as follows for properties located in Lake County acquired by Cook County:
 - 1.5.1 First Installment. Lake County agrees that upon execution of this Agreement and receipt of an invoice from Cook County, Lake County will make an advance payment to Cook County in the amount of \$70,565.50. This amount represents approximately 50% of the total estimated cost of ROW acquisition relating to ROW attributable to the Bridge that are to be acquired in Lake County by Cook County. Lake County shall pay Cook County within sixty (60) calendar days after receipt of an invoice from Cook County.
 - 1.5.2 Second Installment. The second installment, the remaining balance of Lake County's obligations based upon the actual costs, including the remainder of Lake County's share of ROW acquisition for ROW acquired in Lake County by Cook County, shall be invoiced by Cook County within 90 days after the final ROW associated to Lake County has been obtained by Cook County. Lake County shall pay Cook County within sixty (60) days of invoice by Cook County.
 - 1.5.3 Additional Procedures. All payments by Lake County to Cook County shall be by check made payable to the Treasurer of Cook County and delivered to the Superintendent of the Department.

SECTION 2. COOK COUNTY RESPONSIBILITIES

- 2.1 Phase II Engineering. Cook County shall perform Phase II engineering services for the Bridge, including, but not limited to, obtaining necessary surveys, preparing the final plans, specifications, estimates and contract documents, and obtaining the necessary approval of the final plans and specifications from Lake County.

2.2 Right-of-Way

2.2.1 Documentation. Cook County shall perform any and all necessary survey work and prepare all parcel plats and legal descriptions for all ROW necessary for construction of the Bridge pursuant to the plans and specifications.

2.2.2 Acquisition. Except for right-of-way to be acquired in Lake County by condemnation, Cook County shall acquire any and all ROW necessary for construction of the Bridge and may, at its discretion, acquire said right-of-way in its name. Any permanent ROW acquired by Cook County in Lake County for construction of the Bridge shall be transferred to Lake County upon completion of the Project.

2.3 Regulatory Permits. Cook County shall secure any and all regulatory permits required for the Bridge and pay their associated fees.

2.4 Lake County Identifier. Cook County shall include Lake County section number 14-00265-01-BR on all Project-related correspondence and documents.

SECTION 3. LAKE COUNTY RESPONSIBILITIES

3.1 Plan Review. Lake County may review all plans, specifications, estimates, regulatory permits and right-of-way submittals for approval. The Parties shall work cooperatively to address and resolve any review comments and objections.

3.2 Right-of-Way Acquisition. Lake County shall be responsible for acquiring at its sole expense any ROW necessary for the Bridge that requires condemnation and is located in Lake County.

3.3 Rights of Access. Lake County shall grant and consent to any and all permits, rights of access (ingress or egress), and temporary use of its property within the Project limits to Cook County, without charge of permit fees to Cook County. Any permit for rights of access and/or temporary use of any of Lake County's property shall not be unreasonably withheld by Lake County.

3.4 Cook County Identifier. Lake County shall include Cook County section number 18-SVTEX-00-BT on all Project-related correspondence and documents.

SECTION 4. GENERAL PROVISIONS

4.1 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

4.2 Recitals. The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into this Agreement.

4.3 Termination of Agreement. This Agreement terminates upon completion of Phase II engineering and right-of-way acquisition for the Bridge and payment by Lake County of the final invoice submitted by Cook County. The Parties may agree to extend the termination date of the Agreement in a letter signed by the Superintendent of the Department and an authorized representative of Lake County.

- 4.4 Designation of Representatives. Not later than 10 calendar days after execution of this Agreement each Party shall designate in writing a full-time representative for the carrying out of the Agreement. Each of the representatives shall have authority, on behalf of the Parties, to make decisions relating to the work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- 4.5 Timely Review and Approval. Wherever in this Agreement approval or review by either Party is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 4.6 Compliance with Laws, Rules and Regulations. The Parties shall at all times observe and comply with all laws, ordinances, rules or regulations of the Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement.
- 4.7 Disputes. In the event of any dispute, claim, question, or disagreement arising out of the Project, the Parties hereto shall extend their reasonable efforts to meet to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, shall recognize each other's interests as well as their mutual interests, and attempt to reach a just and equitable solution that gives reasonable consideration to each Party's interests and operations. Reasonable efforts are to be measured against what a similarly situated party would reasonably do.
- 4.8 Governing Law and Venue. It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in Cook County, Illinois.
- 4.9 Default. The failure by either Party to seek redress for violation of or to insist upon strict performance of any condition or covenant of this Agreement shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this Agreement shall be deemed waived by either Party unless such provision is waived in writing.
- 4.10 Modification. This Agreement may only be modified by a written instrument executed by the Superintendent of the Department and an authorized representative of Lake County.
- 4.11 Binding Successors. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- 4.12 Force Majeure. Neither Party shall be liable for any delay or non-performance of its obligations caused by any contingency beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, and natural disasters.
- 4.13 Notices. Unless otherwise specified, all written reports, notices and other communications related to this Agreement shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail to the following persons at the following addresses:

TO COOK COUNTY:

Mr. John Yonan, P.E.
Superintendent
Cook County Department of Transportation and Highways
69 West Washington Street, 24th Floor
Chicago, IL 60602

TO LAKE COUNTY:

Mr. Shane Schneider, P.E.
Director of Transportation
Lake County Division of Transportation
600 West Winchester Road
Libertyville, IL 60048

- 4.14 Severability. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 4.15 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.
- 4.16 Conflict with Exhibits. In the event there is a conflict between the terms contained in this document and any attached exhibits, the terms included in this document shall control.
- 4.17 Authority to Execute. The Parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the Parties intend to be bound by the terms and conditions contained herein.
- 4.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- 4.19 Section Headings. The descriptive headings used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF LAKE:

ATTEST:

County Clerk

Sandra Hart
Chair, Lake County Board

Date: _____

RECOMMENDED FOR EXECUTION

Shane E. Schneider, P.E
Director of Transportation/County Engineer
Lake County

EXECUTED BY COUNTY OF COOK:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ____ day of _____ A.D. 2020.

ATTEST: _____
County Clerk

(SEAL)

RECOMMENDED BY:

John Yonan, P.E., Superintendent

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

By: _____
Assistant State's Attorney

EXHIBIT A

Funding Breakdown for SVT Bridge

ITEM	TOTAL ESTIMATED COST	LAKE COUNTY SHARE	COOK COUNTY SHARE
Phase II Engineering	\$195,762	\$0	\$195,762
Right-of-Way Acquisition	\$185,790	\$141,131	\$44,659
TOTAL	\$381,552	\$141,131	\$240,421