

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF BARRINGTON
FOR INTERSECTION IMPROVEMENTS AT
ELA ROAD (COUNTY HIGHWAY 60) AND
LONG GROVE ROAD (COUNTY HIGHWAY 43)
INCLUDING NON-MOTORIZED
IMPROVEMENTS**

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 BARRINGTON, an Illinois Unit of Local Government, acting by and through its President and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE 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 Ela Road (COUNTY Highway 60) and Long Grove Road (County Highway 43). The improvements shall include, but not be limited to, the construction of an intersection improvement including the installation of permanent traffic control signals, multi-use path, bike lanes, sidewalk, and pavement resurfacing (hereinafter IMPROVEMENT), and shall be known as COUNTY Section 14-00144-20-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is 2/8/2022; 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 STV, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 10/19/2020 (Prefinal version); and,

WHEREAS, the COUNTY has jurisdictional and maintenance authority over Ela Road (COUNTY Highway 60) and Long Grove Road (COUNTY Highway 43) and will be responsible for the ownership and maintenance of the new traffic signal and bike lanes installed as part of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY include, as part of the IMPROVEMENT and as a VILLAGE facility, non-motorized accommodations including multi-use path, with concrete ramps and detectable warnings at intersections, on the west side of Ela Road from the Cuba Marsh Forest preserve Path to Fox Glove Lane (hereinafter BIKE PATH) as stipulated in THIS AGREEMENT and as generally depicted as BIKE PATH on Exhibit A; and,

WHEREAS, the VILLAGE is desirous the COUNTY upgrade certain storm sewer improvements to include watermain type pipe in order to avoid conflict with the VILLAGE's existing watermain from Fox Glove Lane south approximately 400 feet, hereinafter STORM SEWER), as stipulated in THIS AGREEMENT and as generally depicted as STORM SEWER on Exhibit A; and,

WHEREAS, the VILLAGE's estimated cost participation for the BIKE PATH and STORM SEWER, is depicted on Exhibit B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; 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 14-00144-20-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, including the BIKE PATH and STORM SEWER in accordance with Lake County Division of Transportation (hereinafter LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT are generally depicted on Exhibit A attached to THIS AGREEMENT.

3. As of this writing, the current PLANS are the Prefinal set of plans and specifications prepared by STV, Inc. with a submission date of 10/19/2020 (Prefinal version). Said PLANS, by reference herein, hereby become a part hereof.
4. The VILLAGE shall have the opportunity to review and approve the PLANS with respect to BIKE PARTH and STORM SEWER. Said review and approval of the PLANS by the VILLAGE 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 2/8/2022. (The letting date is subject to change, without notice to the VILLAGE, 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 reimbursement from the VILLAGE as hereinafter stipulated.
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.
8. The COUNTY agrees to record all rights-of-way that may be acquired in connection with the IMPROVEMENT.
9. It is mutually agreed by and between the parties hereto that the COUNTY shall design and construct the STORM SEWER to avoid a conflict with the VILLAGE's existing watermain.
10. The VILLAGE agrees to reimburse the COUNTY for the design engineering costs for the STORM SEWER to avoid the conflict with the VILLAGE's watermain and for the increase in cost to construct the STORM SEWER to be in compliance with Illinois Environmental Protection Agency standards for sewer and water separation, including the upgrade to watermain quality pipe materials, as provided in EXHIBIT B.
11. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), and other current practices, set forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new pedestrian facilities within COUNTY improvement projects.

The VILLAGE agrees that the sharing of costs for the installation of BIKE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for

the engineering, right-of-way acquisition and construction of the BIKE PATH, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the construction, design engineering and construction engineering supervision costs for the BIKE PATH, as provided in EXHIBIT B.

12. The VILLAGE agrees that its estimated total obligation under THIS AGREEMENT for the BIKE PATH and STORM SEWER constructed as part of the IMPROVEMENT is \$39,665.12, as detailed in Exhibit B attached to THIS AGREEMENT.
13. 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 awarded contract unit prices for the BIKE PATH and STORM SEWER, an amount equal to ninety five percent (95%) of its obligation for BIKE PATH and STORM SEWER. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$37,681.86. The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the BIKE PATH and STORM SEWER 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 for the BIKE PATH and STORM SEWER. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$1,983.26.
14. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue to have jurisdictional and maintenance responsibility over Ela Road (County Highway 60) and Long Grove Road (COUNTY Highway 43) and shall assume ownership and maintenance of the traffic signal and bike lanes constructed as a part of the IMPROVEMENT and the VILLAGE shall assume ownership and maintenance responsibility of BIKE PATH constructed as a part of this IMPROVEMENT within COUNTY highway right-of-way.
15. It is further mutually agreed by and between the parties hereto that the VILLAGE shall submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by February 1, 2022 to confirm its ownership and maintenance responsibilities for the portions of BIKE PATH constructed as part of the IMPROVEMENT within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.

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'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 February 1, 2022, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to February 1, 2022. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to February 1, 2022, the effective date of THIS AGREEMENT shall then be 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. Nothing in THIS AGREEMENT will create or be construed or interpreted to create any third-party beneficiary rights. Only the respective parties to THIS AGREEMENT, and no third party, shall have the right to enforce THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
12. 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 VILLAGE:

Village Manager
Village of BARRINGTON
200 S. Hough Street
Barrington, IL 60010

13. THIS AGREEMENT shall be terminable only by the mutual written agreement of the Parties.

VILLAGE OF BARRINGTON

ATTEST:

Village Clerk

By: _____
Village President

Date: _____

RECOMMENDED FOR EXECUTION

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

COUNTY OF LAKE

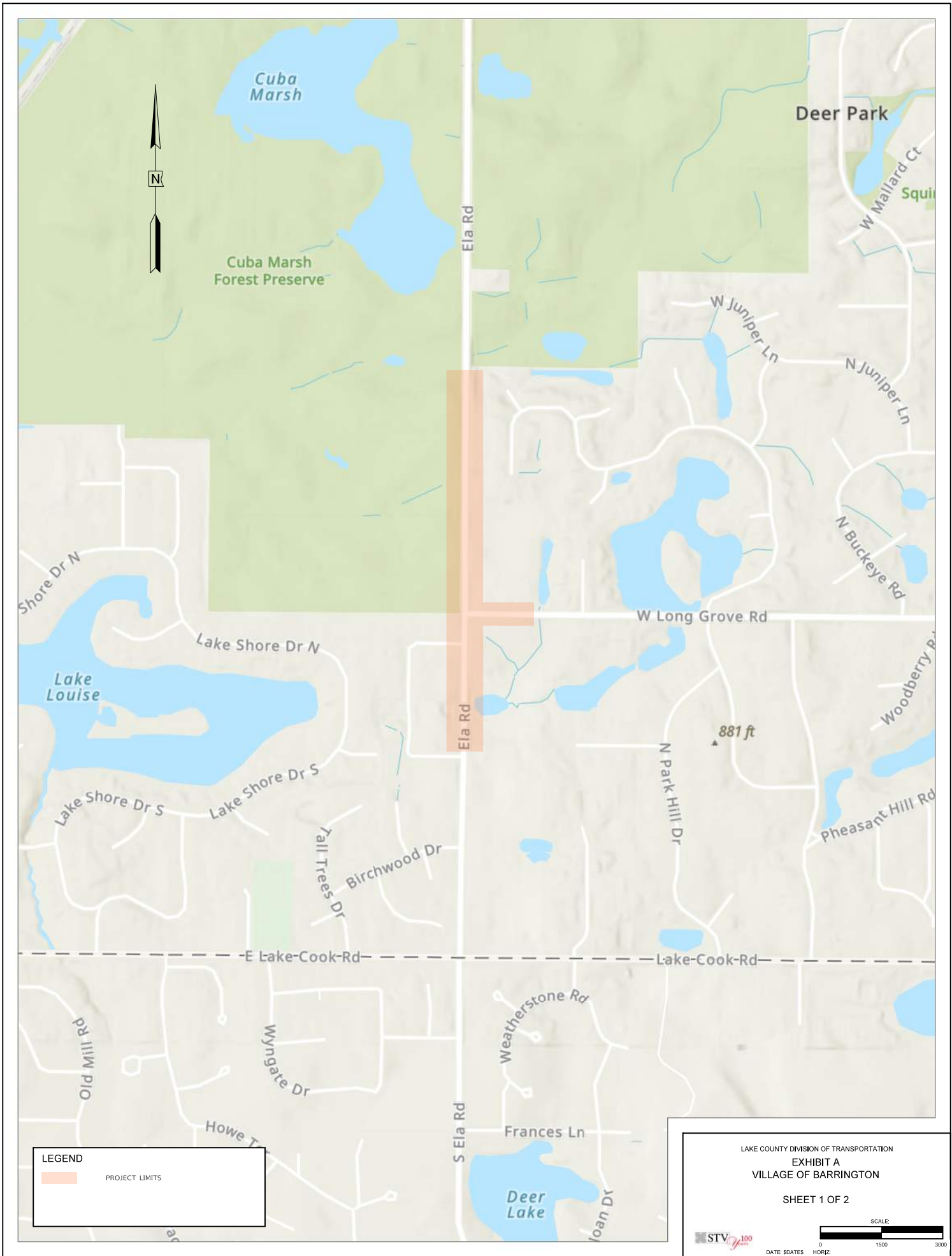
ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
PROJECT LOCATION AND LIMITS



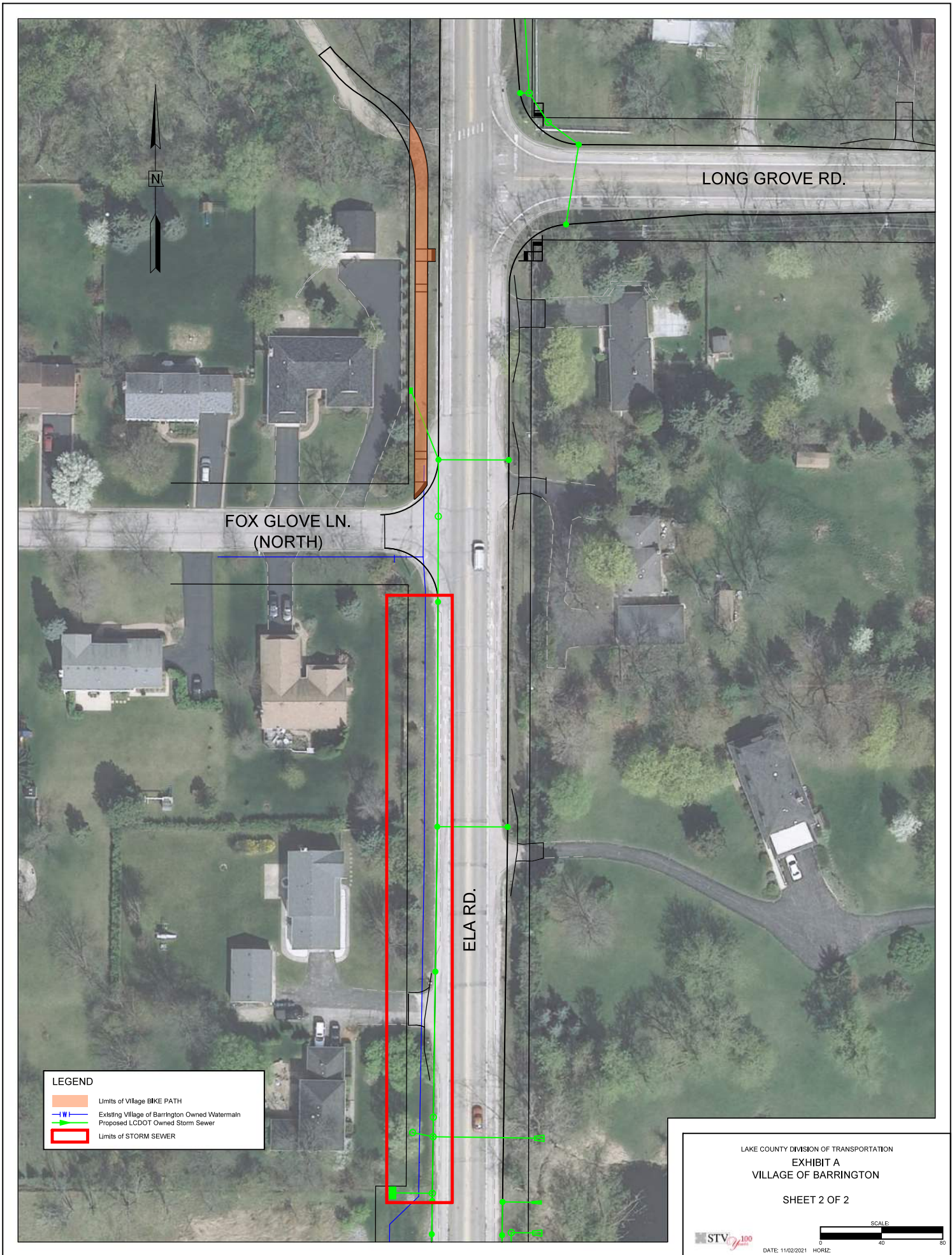
LEGEND

PROJECT LIMITS

LAKE COUNTY DIVISION OF TRANSPORTATION
 EXHIBIT A
 VILLAGE OF BARRINGTON
 SHEET 1 OF 2

SCALE:
 0 1500 3000

STV 100
 DATE: / / HORIZ:



LONG GROVE RD.

FOX GLOVE LN.
(NORTH)

ELA RD.

LEGEND

- Limits of Village BIKE PATH
- Existing Village of Barrington Owned Watermain
- Proposed LCDOT Owned Storm Sewer
- Limits of STORM SEWER

LAKE COUNTY DIVISION OF TRANSPORTATION
EXHIBIT A
VILLAGE OF BARRINGTON
SHEET 2 OF 2



DATE: 11/02/2021 HORIZ.

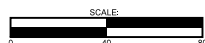


EXHIBIT B
County Section 14-00144-20-CH
BIKE PATH and STORM SEWER

| Improvement | Total Cost | COUNTY Share | VILLAGE Share |
|----------------------------------|------------------|-----------------|---------------------|
| Construction (BIKE PATH) | \$8,200 | \$6,560 | \$1,640 |
| Design Engineering* | \$574 | \$459 | \$114.80 |
| Construction Engineering** | \$820 | \$656 | \$164 |
| Total Costs (BIKE PATH) | \$9,594 | \$7,675 | \$1,918.80 |
| Construction (STORM SEWER) | \$85,576 | \$53,820*** | \$31,756*** |
| Design Engineering* | \$5,990 | 0 | \$5,990*** |
| Construction Engineering** | \$8,558 | \$8,558 | 0 |
| Total Costs (STORM SEWER) | \$100,124 | \$62,378 | 37,746.32*** |
| TOTAL | \$109,718 | \$70,053 | \$39,665.12 |

Source: Engineer's Estimate of Probable Costs prepared by STV & LCDOT, dated 10/19/2021

*Design Engineering is calculated at 7% of construction costs.

**Construction Engineering is calculated at 10% of construction costs.

***VILLAGE's share of the engineering and the increase in construction cost for the STORM SEWER to avoid conflict with the existing VILLAGE watermain.