

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND FREMONT TOWNSHIP ROAD DISTRICT
FOR THE INSPECTION OF FREMONT TOWNSHIP ROAD DISTRICT BRIDGES**

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 FREMONT 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 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,

WHEREAS, the Code of Federal Regulations 23 CFR 650, Subpart C requires the Federal Highway Administration (hereinafter FHWA) to cause the State of Illinois (hereinafter STATE) to inspect all bridges within the State that exceed twenty feet in length (hereinafter BRIDGES); and,

WHEREAS, because of the magnitude of such an inspection project, the STATE has delegated the responsibility for inspection of all BRIDGES other than those under the jurisdiction of the STATE to the local agency with jurisdiction of the roadway carried by the BRIDGE; and,

WHEREAS, the local agency with jurisdiction of the roadway carried by the BRIDGE is primarily responsible for submitting BRIDGE inventory and inspection reports; and,

WHEREAS, neither the STATE or the FHWA provide funding to the various local agencies for the inspection of BRIDGES; and,

WHEREAS, the COUNTY has the experience and expertise in administering a county-wide BRIDGE inspection program and has established a cost effective system of BRIDGE inspections in Lake County; and,

WHEREAS, the ROAD DISTRICT is desirous that the COUNTY conduct regularly scheduled inspections consisting of observation and/or measurements needed to determine the physical and functional condition of the BRIDGE, to identify any changes from initial or previously recorded conditions, and to ensure that the structure continues to satisfy present service requirements (hereinafter ROUTINE INSPECTIONS) for the ROAD DISTRICT for BRIDGES under the jurisdiction of the ROAD DISTRICT within the boundaries of the ROAD DISTRICT; and,

WHEREAS, the ROAD DISTRICT is further desirous that the COUNTY conduct initial inspections for all new and newly rehabilitated BRIDGES (hereinafter INITIAL INSPECTIONS) and a general review of inventory items as part of the ROUTINE INSPECTIONS for BRIDGES under the jurisdiction of the ROAD DISTRICT. This general review of inventory information during the ROUTINE INSPECTIONS does not necessarily require the inspector to take physical measurements, but should include an effort to identify obvious errors in existing inventory information (hereinafter INVENTORY INFORMATION) to the ROAD DISTRICT for BRIDGES under the jurisdiction of the ROAD DISTRICT within the boundaries of the ROAD DISTRICT; and,

WHEREAS, said BRIDGES under the jurisdiction of the ROAD DISTRICT to be inspected by the COUNTY are listed on the attached EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the ROAD DISTRICT shall notify the COUNTY in writing of any necessary amendments to the attached EXHIBIT A to THIS AGREEMENT; and,

WHEREAS, the ROAD DISTRICT has indicated its willingness to enter into an agreement with the COUNTY regarding ROUTINE INSPECTIONS, INITIAL INSPECTIONS and INVENTORY INFORMATION services for the ROAD DISTRICT for BRIDGES under the jurisdiction of the ROAD DISTRICT, within the boundaries of the ROAD DISTRICT, and as listed in EXHIBIT A to THIS AGREEMENT, at no cost to the ROAD DISTRICT; and,

WHEREAS, the COUNTY and the ROAD DISTRICT have determined a mutually satisfactory allocation of responsibilities for said ROUTINE INSPECTIONS within the ROAD DISTRICT as set forth in THIS AGREEMENT; and,

WHEREAS, both the COUNTY and the ROAD DISTRICT have agreed to enter into THIS AGREEMENT which sets forth the duties and the responsibilities of the parties hereto; and,

WHEREAS, the COUNTY and the ROAD DISTRICT, by virtue of their powers as set forth in the Illinois Highway Code (605 ILCS 5/6-201.10-1 *et. seq.*), the County Code (55 ILCS 5/1-1001 *et seq.*), and the Illinois Highway Code (605 ILCS 5/5-504), are authorized by statute to enter into THIS AGREEMENT; and,

WHEREAS, the ROUTINE INSPECTIONS, INITIAL INSPECTIONS, and INVENTORY INFORMATION as heretofore described will be of immediate benefit to the residents of the COUNTY and the ROAD DISTRICT;

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.
General Description of ROUTINE INSPECTIONS, COUNTY & ROAD DISTRICT
Responsibilities**

1. It is mutually agreed by and between the parties that, for purposes of THIS AGREEMENT, a BRIDGE is defined as follows: a structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes. It may also include multiple pipes, where the clear distance between openings is less than half of the smaller, contiguous opening.
2. It is mutually agreed by and between the parties that the ROAD DISTRICT is desirous that the COUNTY conduct ROUTINE INSPECTIONS and INITIAL INSPECTIONS and provide INVENTORY INFORMATION of the BRIDGES under the jurisdiction of the ROAD DISTRICT as listed on the attached EXHIBIT A to THIS AGREEMENT.
3. It is mutually agreed by and between the parties that the COUNTY excludes the following various types of BRIDGE inspections from THIS AGREEMENT: Underwater Inspection, Fracture Critical Member Inspection, Special Inspection, In-Depth Inspection, and Damage Inspection as defined in the Illinois Department of Transportation’s Structural Services Manual dated March 27, 2013, and any successor document thereof. If said inspections are required, it is the sole responsibility of the ROAD DISTRICT to hire a consultant to perform said inspections.

4. The ROAD DISTRICT agrees that its Highway Commissioner shall notify the COUNTY in writing of any amendments to the attached EXHIBIT A to add or delete BRIDGE locations as heretofore defined under the jurisdiction of the ROAD DISTRICT and shall make available for ROUTINE INSPECTIONS said BRIDGES under the jurisdiction of the ROAD DISTRICT.
5. It is mutually agreed by and between the parties that EXHIBIT A of THIS AGREEMENT may be amended by letter of concurrence signed by both parties to add or delete BRIDGE locations. The COUNTY's County Engineer (hereinafter COUNTY ENGINEER) shall act on behalf of the COUNTY as said actions relate to changes to EXHIBIT A, and the ROAD DISTRICT Highway Commissioner shall act on behalf of the ROAD DISTRICT as said actions relate to changes to EXHIBIT A.
6. The COUNTY shall conduct ROUTINE INSPECTIONS on ROAD DISTRICT's BRIDGES as listed on the attached EXHIBIT A to THIS AGREEMENT at least once every two years at the sole expense of the COUNTY with no reimbursement from the ROAD DISTRICT.
7. The COUNTY shall cause said ROUTINE INSPECTIONS to be conducted in conformance with the requirements of the United States Code (23 USC 152) and the Code of Federal Regulations 23 CFR 650, Subpart C, which establish the National Bridge Inspection Standards (hereinafter the NBIS) as may be amended.
8. The COUNTY shall assure that all ROUTINE INSPECTIONS shall at a minimum meet the NBIS standards. Such standards include, but are not limited to, inspection procedures, inspection frequency, qualifications of personnel utilized for conducting and evaluating BRIDGE inspections, inspection reports and the maintenance of a BRIDGE inventory.
9. The ROAD DISTRICT agrees that, upon completion of the ROUTINE INSPECTIONS and submittal of said ROUTINE INSPECTIONS report to the STATE and the ROAD DISTRICT, the COUNTY and its Division of Transportation shall have no further obligation, responsibility or duty, in any manner or form, regarding the ROAD DISTRICT's BRIDGES.
10. It is mutually agreed by and between the COUNTY and the ROAD DISTRICT that the COUNTY will also submit to the STATE and the ROAD DISTRICT the INITIAL INSPECTION and INVENTORY INFORMATION. The COUNTY may also supply the ROAD DISTRICT's Highway Commissioner, a list of maintenance recommendations for each BRIDGE inspected by the COUNTY which is separate from the ROUTINE INSPECTIONS report.

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 making 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, or the COUNTY (including its elected officials, duly appointed officials, employees, and agents) the agent, representative, or employee of the ROAD DISTRICT for any purpose or in any manner whatsoever. The ROAD DISTRICT is to be and shall remain independent of the COUNTY, and vice-versa, 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 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. The ROAD DISTRICT agrees to indemnify, save harmless and defend the COUNTY, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by THIS AGREEMENT. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent conduct of the COUNTY, its agents, servants, or employees or any other person indemnified hereunder.

5. The COUNTY agrees to indemnify, save harmless and defend the ROAD DISTRICT, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the scope of service covered by THIS AGREEMENT. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent conduct of the ROAD DISTRICT, its agents, servants, or employees or any other person indemnified hereunder.
6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall take effect on September 1, 2015, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to September 1, 2015. In the event the date that the last authorized agent of the parties hereto affixes their signature to THIS AGREEMENT is subsequent to September 1, 2015, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the authorized agent of the parties hereto affixes his/her signature.
7. 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.
8. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision 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, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
9. 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 relating to the subject matter hereof.
10. 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.
11. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto shall 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, except as provided for in THIS AGREEMENT.
12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

13. Except where otherwise provided in THIS AGREEMENT, the term of THIS AGREEMENT shall be perpetual in nature and terminable only by the mutual written agreement of both of the parties hereto.
14. 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
Fremont Township Road District
22376 W. Erhart Road
Mundelein, IL 60060

15. THIS AGREEMENT shall be in effect beginning September 1, 2015 and shall continue in effect until such time as THIS AGREEMENT is terminated in accordance with Item #13 above.

FREMONT TOWNSHIP ROAD DISTRICT

ATTEST:

Christina McCann
Clerk

By: Lee D. Trigg
Highway Commissioner
FREMONT TOWNSHIP ROAD DISTRICT

Date: 9/2/15

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation /County Engineer
Lake County

COUNTY OF LAKE

ATTEST:

County Clerk

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A
Local Agency:
FREMONT TOWNSHIP ROAD DISTRICT
7/17/15

BRIDGES under the jurisdiction of the ROAD DISTRICT where the COUNTY will perform
ROUTINE INSPECTIONS, INITIAL INSPECTIONS, and INVENTORY INFORMATION
(or those Previously Approved Now Being Deleted)

STRUCTURE NUMBER & LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED
1.) 049-3044 Lakeview Ave over inlet from Diamond Lake	Effective date OF THIS AGREEMENT	