

# DRAFT

IL Rte 120  
Knight Ave to IL Rte 131  
Lake County  
Job Number: R-91-012-17  
Agreement Number: JN-117-555  
Lake County Section: 12-00999-31-WR

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION,  
AND  
LAKE COUNTY BY AND THROUGH ITS DIVISION OF TRANSPORTATION**

**INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 (hereinafter referred to as the “Effective Date”), by and among **LAKE COUNTY, BY AND THROUGH ITS DIVISION OF TRANSPORTATION**, an Illinois body politic and corporate (hereinafter referred to as the "LPA") and the **STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION**, an instrumentality of the State of Illinois (hereinafter referred to as “IDOT”) (all of whom are sometimes referred to herein collectively as the “Parties”);

**W I T N E S S E T H:**

WHEREAS, the LPA is a unit of local government authorized by the Illinois Constitution (Ill. Const. Art. VII, Section. 10) (hereinafter referred to as the “Constitution”), the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) (hereinafter referred to as the “Cooperation Act”), and the Local Governmental Property Transfer Act (50 ILCS 605/1 et seq.); and

WHEREAS, IDOT is an instrumentality of the State of Illinois engaged in the design, construction, and maintenance of highways and appurtenant areas within the State of Illinois; and

WHEREAS, the LPA and IDOT are authorized, pursuant to the Illinois Constitution and the Cooperation Act, to agree with and contract by and amongst themselves on matters of mutual interest; and

WHEREAS, the LPA has formulated plans to widen and resurface that portion of Illinois Route 120 between Knight Ave and Illinois Route 131; and

WHEREAS, IDOT has exclusive jurisdiction over Illinois Route 120 including that portion of Illinois Route 120 between Knight Ave and Illinois Route 131 (such improvements being sometimes hereinafter collectively referred to as the “Project” and such segment of Illinois Route 120 being sometimes hereinafter referred to as the “Corridor”); and

WHEREAS, the Project as heretofore described shall be known as Lake County Section: 12-00999-31-WR; and

WHEREAS, this Agreement confirms and summarizes the commitments envisioned in a series of letters of intent entered into by the LPA and IDOT on October 6, 2016 and November 30, 2016 regarding certain land acquisition activities to be performed by the LPA and IDOT for the proposed improvement of Illinois Route 120 described above including that portion of Illinois Route 120 sometimes referred to as the corridor; and

WHEREAS, the LPA will perform certain land acquisition activities hereunder (i.e., such as providing or ordering appraisals, preparing engineering reports, performing negotiations or acquiring properties), as associated with the Project, as more specifically set forth in this Agreement; and

WHEREAS, the LPA has requested, in connection with certain aspects of the Project, IDOT’s assistance with the use of the State’s quick take authority and IDOT is willing to assist the LPA in this process, provided that, to the extent that the LPA employees perform any land

acquisition activities hereunder (i.e., such as providing or ordering appraisals, preparing engineering reports, performing negotiations or acquiring properties), the LPA agrees to follow IDOT's Land Acquisition process as established in IDOT's "Land Acquisition Policies and Procedures Manual" implementing the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (The Uniform Act); 49 CFR 24; state statutes and federal and Illinois case law.

NOW, THEREFORE, for and in consideration of the mutual undertakings, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the LPA and IDOT hereby agree as follows:

1. **RECITALS:** The forgoing recitals are hereby incorporated by this reference and made a part of this Agreement.
2. **DESCRIPTION OF PROJECT:** The Project encompasses the widening and resurfacing of Illinois Route 120, from Knight Avenue to Illinois Route 131 in the Cities of Park City and Waukegan. The Project will provide a center bi-directional left turn lane, construction of sidewalks on both sides of Illinois Route 120 along the length of the corridor, and modification of the existing traffic signals to provide pedestrian accommodations. The planned improvements to Illinois Route 120 are anticipated to improve safety and reduce congestion associated with the left turn movements into businesses along the corridor as well as provide needed pedestrian accommodations along the corridor. The LPA has funding for right-of-way acquisition programmed in County FY2017, and the Project is currently programmed to begin construction in County FY2019.
3. **RESPONSIBILITIES OF THE PARTIES:**

**The LPA will:**

- Prepare and provide Plats of Highways, Appraisals, Specialty Reports and Review Appraisals using IDOT approved Consultants;
- Obtain the IDOT's approval for Plats, Appraisals, Specialty Reports and Review Appraisals prior to the start of negotiations;
- Negotiate the acquisitions in the name of the State of Illinois, using negotiators from IDOT's approved list with IDOT's District One's approval;
- Refer the parcel to IDOT District One for condemnation if negotiations reach and impasse;
- Incur all costs including, but not limited to, title work, plat preparation, appraisals, specialty reports, negotiations, land acquisition consultants' fees, attorneys' fees, court costs, all litigation costs, settlement costs, land value costs and all relocation costs.
- Follow IDOT's land acquisition process as established in IDOT's "Land Acquisition Policies and Procedures Manual" implementing the Uniform Act, (49 CFR 24) state statutes and Federal and Illinois case law.

**IDOT will:**

- Acquire the property through condemnation at the sole cost of the LPA after negotiations have reached an impasse.
- Keep the LPA informed during the condemnation process as to the status of the cases, upon request by the LPA.

4. **MISCELLANEOUS:**

- a) **Time of Essence:** Time is of the essence of this Agreement.
- b) **Written Demands:** All notices, demands, and requests required or permitted under this Agreement shall be in writing.
- c) **Notices:** All notices, demands, and requests required or permitted hereunder shall be deemed to have been properly made on the day of service, if served personally, and on the second day following mailing, if sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the LPA:     **Lake County Division of Transportation**  
600 West Winchester Road  
Libertyville, IL 60048  
Attn: County Engineer  
Fax: 847-984-5888  
Email: DOT@lakecountyil.gov

With a copy to:   Lake County State's Attorney  
Attn: Civil Division  
18 N. County Street  
Waukegan, IL 60085  
  
Fax: 847-360-0661

If to IDOT:       **STATE OF ILLINOIS, DEPARTMENT  
OF TRANSPORTATION**  
201 Center Court  
Schaumburg, Illinois 60196-1096  
Attn: Bureau Chief, District 1  
Land Acquisitions  
Fax No.: (847) 705-4218  
Email: Omolara,Johnsons@Illinois.gov

With a copy to:   Illinois Department of Transportation  
69 W. Randolph Street-Suite 2100  
Chicago, IL 60602  
Attn: Richard A. Kabaker, Esq.  
Deputy Chief Counsel  
Fax: 312-793-3933  
Email: Rick.Kabaker@Illinois.gov

- d) Captions: The captions used herein have been utilized for convenience only and are not intended to modify or limit in any way the provisions hereof.
- e) Prior Agreements: This Agreement shall supersede any and all prior agreements or letters of intent, whether written or oral, among the Parties hereto with regard to the Project and may only be amended by a written instrument executed by all of the Parties or their authorized agents.
- f) Counterparts: This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and constitute one and the same agreement; executed copies of this Agreement received by any party hereto by facsimile transmission shall bind the party so submitting the same until the original executed copy is received by the recipients, whereupon the same shall be replaced by the original executed copy unless the same differs from that received by facsimile transmission.
- g) Ministerial Changes: Ministerial changes to this Agreement, which do not amend or modify the substance of the transactions contemplated herein, may be approved by authorized representatives of the Parties hereto. Said changes shall be fully binding upon and enforceable against the principals for whom said representatives so acted.
- h) Partial Invalidity: If any provision of this Agreement is deemed to be invalid, it shall not affect the remaining provisions of this Agreement, unless removal of such provision would materially disrupt the purpose or execution of this Agreement.
- i) Successors and Assigns: The terms and conditions herein contained shall inure to the benefit of and shall be binding upon the Parties and their respective successors and/or

assigns, as the case may be. Notwithstanding anything to the contrary herein contained, it is understood and agreed by and among the Parties hereto that this Agreement shall not be assignable by any signatory hereto without the prior written consent of the other and any such assignment, without such prior written consent, shall be null and void and of no force and effect.

- j) Obligations of IDOT and the LPA will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract

5. **PAYMENTS.** All costs of the Project including without limitation, appraisals, engineering, negotiations, acquisition costs, and legal fees, if any, shall be borne solely by the LPA. To the extent that any costs related to the property acquisition are paid by IDOT, the LPA shall promptly reimburse such costs within 30 days after being invoiced by IDOT.

6. **REPRESENTATIONS.** The parties represent and warrant to each other that, to the best knowledge and information of each of them, (a) the matters represented in this Agreement are true and correct and (b) the person(s) executing this Agreement on behalf of each party is duly authorized to do so.

**Signatures begin on the following page**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

RECOMMENDED FOR EXECUTION

\_\_\_\_\_  
Lake County  
County Engineer/Director of Transportation

COUNTY OF LAKE

ATTEST:

\_\_\_\_\_  
Clerk  
Lake County

By: \_\_\_\_\_  
Chairman  
Lake County Board

Date: \_\_\_\_\_

**STATE OF ILLINOIS**  
**by and through its**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Anthony Quigley  
Region One Engineer