

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LAKE AND
THE ELA TOWNSHIP ROAD DISTRICT
FOR INTERSECTION IMPROVEMENTS AT
GILMER ROAD (COUNTY HIGHWAY 26) AND
MIDLOTHIAN ROAD (ILLINOIS ROUTE 63) 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 ELA 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, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements to the intersection of Gilmer Road (COUNTY Highway 26) and Midlothian Road (Illinois Route 63). The improvements shall include, but not be limited to, the construction of an intersection improvement, multi-use path, sidewalk, and pavement resurfacing (hereinafter IMPROVEMENT), and shall be known as COUNTY Section 10-00079-16-CH. As of this writing, the anticipated letting date for the IMPROVEMENT is 2/9/2021; 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 Civiltech Engineering, Inc., (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated 8/17/2020 (Prefinal version); and,

WHEREAS, the COUNTY has jurisdictional and maintenance authority over Gilmer Road (COUNTY Highway 26), and the Illinois Department of Transportation (hereinafter IDOT), has jurisdictional authority over Midlothian Road (Illinois Route 63) and is responsible for the maintenance of the traffic signals at the intersection of Gilmer Road (COUNTY Highway 26) and Midlothian Road (Illinois Route 63); and,

WHEREAS, the ROAD DISTRICT is desirous that the COUNTY include the construction of non-motorized accommodations including new sidewalk, with concrete ramps and detectable warnings at intersections, (hereinafter SIDEWALK) on the east side of Gilmer Road from West Sylvan Drive South to Midlothian Road as a part of the IMPROVEMENT, as a ROAD

DISTRICT facility, as detailed in the PLANS, and as generally depicted in Exhibit A. The ROAD DISTRICT shall reimburse the COUNTY for the SIDEWALK as stipulated in 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 ct 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 10-00079-16-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 in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the ROAD DISTRICT as hereinafter stipulated.
2. It is mutually agreed by and between the parties hereto that the limits of the IMPROVEMENT, inclusive of the SIDEWALKS 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 Civiltech Engineering, Inc. with a submission date of 8/17/2020. Said PLANS, by reference herein, hereby become a part hereof.
4. The ROAD DISTRICT shall have the opportunity to review and approve the PLANS with respect to the SIDEWALKS. Said review and approval of the PLANS by the ROAD DISTRICT 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 2/9/2021. (The letting date is subject to change, without notice to the ROAD DISTRICT, 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 ROAD DISTRICT as hereinafter stipulated in Exhibit B attached to THIS AGREEMENT.
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. 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 Local Public Agencies for new pedestrian facilities within COUNTY improvement projects.

The ROAD DISTRICT agrees that the sharing of costs for the installation of new SIDEWALKS 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 SIDEWALKS, with reimbursement by the ROAD DISTRICT in an amount equal to twenty percent (20%) of the construction, design engineering, right-of-way and construction engineering supervision costs for the SIDEWALKS, as provided in EXHIBIT B.

10. The ROAD DISTRICT agrees that its estimated total obligation under THIS AGREEMENT for the SIDEWALKS constructed as a part of the IMPROVEMENT is \$8,147, as detailed in Exhibit B attached to THIS AGREEMENT.
11. The ROAD DISTRICT further agrees that upon award of the construction contract, the ROAD DISTRICT 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 SIDEWALKS, an amount equal to ninety five percent (95%) of its obligation for the SIDEWALKS. At such time, it is estimated that the ROAD DISTRICT shall owe to the COUNTY an amount equal to \$7,740. The ROAD DISTRICT further agrees to pay

the remaining five percent (5%) of its obligation for the SIDEWALKS 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 SIDEWALKS. At such time, it is estimated that the ROAD DISTRICT shall owe to the COUNTY an amount equal to \$407.

12. It is mutually agreed by and between the parties hereto that, upon completion of the IMPROVEMENT, the COUNTY shall continue jurisdictional and maintenance responsibility over Gilmer Road (County Highway 26), IDOT shall continue maintenance and jurisdictional responsibility over Midlothian Road (Illinois Route 63) and the ROAD DISTRICT shall assume ownership and maintenance responsibility of the SIDEWALKS constructed as a part of this IMPROVEMENT.
13. It is further mutually agreed by and between the parties hereto that the ROAD DISTRICT 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 July 1, 2021 to confirm its ownership and maintenance responsibilities for the SIDEWALKS within COUNTY highway right-of-way, the approval of which shall not be unreasonably withheld by the COUNTY.
14. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the ROAD DISTRICT agrees that the operation and maintenance of the SIDEWALKS within the COUNTY highway right-of-way shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the ROAD DISTRICT shall perform its maintenance on the SIDEWALKS within the COUNTY highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm, and in accordance with current LCDOT Traffic Control Standards.
15. If requested by IDOT or the COUNTY, the ROAD DISTRICT agrees to confirm its ownership and maintenance responsibilities for the SIDEWALKS in the Midlothian Road (Illinois Route 63) right-of-way to IDOT in writing, as a portion of the SIDEWALKS to be constructed as a part of the IMPROVEMENT are proposed within the Midlothian Road (Illinois Route 63) right-of-way.

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 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. The ROAD DISTRICT 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, 2021, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to February 1, 2021. 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, 2021, the effective date of THIS AGREEMENT shall then be the first day of the month which follows 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. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
11. 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
Ela Township Road District
23605 Echo Lake Road
Lake Zurich, IL. 60047

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

**ELA TOWNSHIP
ROAD DISTRICT**

ATTEST:

Leah A. Prouty
Township Clerk

By:

Arthur J.
Highway Commissioner
ELA TOWNSHIP ROAD DISTRICT

Date:

11/18/2020

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

Ela Township

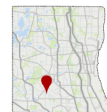


EXHIBIT B
County Section 10-00079-16-CH

Improvement	Total Cost	COUNTY Share	ROAD DISTRICT Share
Construction – SIDEWALKS	\$34,820	\$27,856	\$6,964
Design Engineering*	\$2,435	\$1,948	\$487
Construction Engineering**	\$3,480	\$2,784	\$696
Total Costs	\$40,735	\$32,588	\$8,147

Source: Engineer's Estimate of Probable Costs prepared by Civiltech & LCDOT, dated 9/16/20

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

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