

A RESOLUTION APPROVING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF COOK FOR IMPROVEMENTS TO BRINKER ROAD FROM COUNTY LINE ROAD TO IL RTE. 62

WHEREAS, the Village of Barrington Hills (“Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and as such is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the County of Cook (“County”) is a body corporate and politic of the State of Illinois; and

WHEREAS, the Village and the County wish to make improvements to Brinker Road from County Line Road to IL Rte. 62, which improvements shall include roadway patching, resurfacing, minor drainage improvements, and other attendant highway appurtenances (“Project”); and

WHEREAS, the Village has undertaken efforts to apply for and procure federal funding for the Project, as without said funding the Project could not be completed; and

WHEREAS, the Village shall pay for one hundred (100%) percent of the costs for any Village infrastructure included in the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to, new water main, storm sewer, sanitary sewer, etc.; otherwise, the Village shall not be responsible for any costs associated with the Project; and

WHEREAS, the County has agreed to pay the local share of the costs for the construction and Phase III construction engineering for the Brinker Road improvements and 100% of the costs for Phase I preliminary engineering and Phase II design engineering for the Project; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1, et seq., authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Village and the County are Illinois units of local government; and

WHEREAS, the Village and the County have determined to undertake the Project to facilitate the free flow traffic and ensure the safety of the motoring public in this area; and

WHEREAS, the Village and the County have determined to set forth their agreement relative to the improvements to Brinker Road from County Line Road to IL Rte. 62 in the Intergovernmental Agreement, attached hereto and incorporated herein by reference as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as a Home Rule Municipality the following;

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is authorized to execute, on behalf of the Village, the Intergovernmental Agreement with the County of Cook, as attached hereto as Exhibit A, by affixing his signature thereto, and the Village Clerk is similarly authorized to attest to the signature of the President as an act on behalf of the Village.

SECTION THREE: Upon execution of the Intergovernmental Agreement, staff and appointed representatives of the Village are authorized to take all actions requisite for the Village's compliance with its obligations set forth in Exhibit A.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

Ayes: Nays: Absent:

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 28th day of September, 2015.

APPROVED:

ATTEST:

Village President

Village Clerk

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF BARRINGTON HILLS

BRINKER ROAD

From COUNTY LINE RD. to IL 62

Section: TBD

This Intergovernmental Agreement (the "Agreement") is made and entered into by and between the County of Cook (the "County"), a body politic and corporate of the State of Illinois, and the Village of Barrington Hills (the "Village"), a municipal corporation of the State of Illinois. The County and the Village are sometimes collectively referred to as the "Parties."

RECITALS

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 et seq.), authorizes and encourages intergovernmental cooperation; and

WHEREAS, the County and the Village are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, the County and the Village wish to make improvements to Brinker Road from County Line Road to IL Rte. 62; and

WHEREAS, the planned improvements include roadway patching, resurfacing, minor drainage improvements, and other attendant highway appurtenances (hereinafter called "Project") and said Project is herein designated as County Section: TBD, and

WHEREAS, the Village has made efforts to apply for and procure federal funding for the Project, and without said funding the Project could not be completed; and

WHEREAS, the County has agreed to pay the local share of the costs for the construction and Phase III construction engineering for the Brinker Road improvements and 100% of the costs for Phase I preliminary engineering and Phase II design engineering for the Project; and

WHEREAS, the cost estimates for the Project are set out in the Project Funding Breakdown for the Brinker Road – County Line Road to IL 62 Local Agency Pavement Preservation dated September 14, 2015 ("Project Estimate"), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective obligations and responsibilities toward engineering, construction and funding of the Project as well as future maintenance responsibilities of the completed Project; and

NOW THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as set forth herein.

SECTION 2. TERM AND TERMINATION

This Agreement between the County and the Village shall not become effective unless authorized and executed by the Cook County Board of Commissioners and an authorized representative of the Village. This Agreement is a legal, valid and binding agreement, enforceable against the Village and, once duly authorized and executed by the Cook County Board of Commissioners, against the County, in accordance with its terms. This Agreement shall terminate upon completion of the Project.

The Village and the County agree that the Village has made efforts to apply for and procure federal funding for the Project, and without said funding the Project cannot be completed. Therefore the performance required under this intergovernmental agreement is contingent upon receipt of said federal funds.

SECTION 3. PROJECT FUNDS

- 3.1 Surface Transportation Program (STP) Federal Funds. A maximum amount of Nine Hundred and Four Thousand Dollars (\$904,000.00) in Federal Funds is available toward construction and construction engineering costs of the Project. The Parties agree that the amount of Federal Funds to be allocated to the Project will be eighty (80%) percent of the actual total cost of said items up to the maximum amount of said funds.
- 3.2 County's Share of the Project. The County shall pay one hundred percent (100%) of the Phase I preliminary engineering and Phase II Design Engineering costs for the Project, and the County shall pay twenty (20%) percent of the construction and construction engineering costs for the Project. The total cost to the County shall not exceed the actual total cost of the Project less the Federal and State shares of funds allocated to the Project. The County's total estimated cost for the Project is Three Hundred Sixty Six Thousand Dollars (\$366,000.00).
- 3.3 Village's Share of the Project. Except for costs related to Village infrastructure as provided in Section 5.1, and subject to the availability of Federal, State, and County Funding, the Village shall not incur any costs for the Project.
- 3.4 Cost Estimates. The Project Estimate described in Exhibit A is only an estimate and does not limit the financial obligations of the Parties as described in 3.1, 3.2 and 3.3 above. Notwithstanding the forgoing, the County's obligation to pay for eligible items shall be based upon the actual quantities used and the contract unit prices as awarded.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Plan Review. The County shall review the Phase I preliminary engineering and Phase II design engineering plan submittals and approve same in a timely manner.
- 4.2 Right-of-Way Review. No right-of-way acquisition is anticipated for the Project.
- 4.3 Final Inspection. The Parties shall be present and participate in the Final Inspection, and the scheduling of such Final Inspection shall be solely at the discretion of the Village. The County shall not cause a condition that would unreasonably delay the Final Inspection. The County shall submit final punch list items within seven (7) days prior to the Final Inspection date as determined by the Village.
- 4.4 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid in three installments as follows:
 - 4.4.1 The first installment in the amount of Sixty-Five Thousand Dollars (\$65,000.00) shall be invoiced by the Village within ninety (90) days following award of a construction contract for the Project and the County shall pay the Village within ninety (90) days of invoice by the Village.
 - 4.4.2 The second installment in the amount of Thirty-Five Thousand Dollars (\$35,000.00) shall be invoiced by the Village following completion of fifty (50%) percent of the Project and the County shall pay the Village within ninety (90) days of invoice by the Village.
 - 4.4.3 The remaining balance of County obligations shall be invoiced by the Village within one year of the Final Inspection and the County shall pay the Village within ninety (90) days of invoice by the Village.
- 4.5 Post-Project Maintenance. The County shall retain jurisdiction and maintenance of the portions of Brinker Road (CH V48) improved as part of the Project.

SECTIONS. VILLAGE'S OBLIGATIONS

- 5.1 Village Infrastructure. The Village shall pay for one hundred (100%) percent of the costs for any Village infrastructure included in the Project, including design engineering, construction and construction engineering, either directly or through other funding sources; said items including but not limited to, new water main, storm sewer, sanitary sewer, etc.
- 5.2 Village as Lead Agent; Appropriation of Funds. The Village will act as Lead Agent for the Federal portion of the engineering phases of the Project and shall finance the Phase I preliminary engineering, Phase II design engineering and Phase III construction engineering costs with one hundred (100%) percent reimbursement from Federal and County funds.
- 5.3 Preliminary Engineering: The Village shall conduct Phase I preliminary engineering and obtain State of Illinois approval of the Project Development Report for the Project.
- 5.4 Design Engineering: The Village shall conduct Phase II design engineering and prepare Project construction plans, specifications, estimates and contract documents for bidding purposes and obtain County and State of Illinois approval of final plans, specifications, estimates and contract documents.

- 5.5 Construction. The Village shall provide construction engineering and cause the Project to be built in accordance with the approved design plans, specifications and construction contract.
- 5.6 Final Inspection. The Village shall provide the County fourteen (14) days notice of the Final Inspection for the completed PROJECT.
- 5.7 County's Identifier. The Village shall reference all correspondence, plans, invoices and other documents for the Project with the County's identifier Section: XXXXXXXX.
- 5.8 Public Notification of Project. The Village shall coordinate and control public notification of the Project scope, timing and duration through its municipal newsletter, website, etc.

SECTION 6. GENERAL PROVISIONS

- 6.1 Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- 6.2 Default. The Village shall be in default hereunder in the event of a material breach by the Village of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the Village has failed to cure such breach within ninety (90) days after written notice of breach is given to Village by the County, setting forth the nature of such breach. Failure of County to give written notice of breach to the Village shall not be deemed to be a waiver of the County's right to assert such breach at a later time. Upon default by the Village, the County shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days notice to the Village.

The County shall be in default hereunder in the event of a material breach by the County of any term or condition of this Agreement including, but not limited to, a representation or warranty, where the County has failed to cure such breach within ninety (90) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Upon default by the County, the Village shall be entitled to exercise all available remedies at law and in equity, including but not limited to termination of this Agreement upon thirty (30) days notice to the County.
- 6.3 Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.
- 6.4 Binding Successors. The County and the Village agree that their respective successors and assigns shall be bound by the terms of this Agreement.

- 6.5 Compliance with Highway Department Permits. This Agreement shall serve in lieu of a separate County permit for the water main, sidewalks, bike path and street lighting installed as part of the Project; and, by execution of this Agreement, the Village shall be bound to the General Terms for Highway Department Permits as they exist the date of execution of this Agreement by County.
- 6.6 Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent any such failure is caused by any event beyond such Party's control and which event is not caused by such Party's fault or negligence. Such events shall include but not be limited to acts of God, acts of war, fires, lightning, floods, epidemics or riots.
- 6.7 Time of the Essence. The obligations of the Parties as set forth in this Agreement shall be performed in a timely manner such that it will not result in a delay of the Project timetable as determined by the Parties.
- 6.8 Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or first class mail.

TO THE COUNTY:

Mr. John Yonan, P.E.
Superintendent of Highways
Cook County Highway Department
69 West Washington, Suite 2300
Chicago, IL 60602

TO BARRINGTON HILLS:

Mr. Robert Kosin
Director of Administration
Village of Barrington Hills
112 Algonquin Road
Barrington Hills, IL 60010

- 6.9 Entire Agreement. This Agreement constitutes the entire agreement between the County and the Village, merges all discussion between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS **WHEREOF**, the County and the Village have caused this Agreement to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

EXECUTED BY
VILLAGE OF BARRINGTON HILLS:

Toni Preckwinkle
President
Board of County Commissioners

Martin J. McLaughlin
Village President

This_ day of _____ A.D. 2015.

This_ day of _____ A.D. 2015.

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

(SEAL)

(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:
Anita Alvarez, State's Attorney

Superintendent of Highways

Assistant State's Attorney

EXHIBIT A

Project Estimate

Brinker Road – County Line Road to IL 62
Local Agency Pavement Preservation
Village of Barrington Hills
Project Funding Breakdown

	Federal	Local			Total
	STP	Municipal	State	County	
Phase I Engineering	\$0	\$0	\$0	\$60,000	\$60,000
Phase II Engineering	\$0	\$0	\$0	\$80,000	\$80,000
Construction	\$72,000	\$0	\$0	\$18,000	\$90,000
Construction Engineering	\$832,000	\$0	\$0	\$208,000	\$1,040,000

Date: 9-15-15