

RESOLUTION 2017-069

A RESOLUTION AMENDING RESOLUTION 2016-158 AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT AMONG THE COUNTY OF LAKE, AND THE VILLAGE OF ANTIOCH, THE VILLAGE OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE VILLAGE OF GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE VILLAGE OF MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF BUFFALO GROVE, AND THE VILLAGE OF WHEELING, FOR THE EQUALLY SHARED COSTS FOR INITIAL WORK TOWARDS THE RECERTIFICATION OF THE EXISTING QUIET CORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD

WHEREAS, the parties hereto have mutual desires to reduce noise impacts from Railroad operations; and

WHEREAS, a Quiet Zone was created in 2006 along the Canadian National Railroad as a preferred alternative to the mandatory sounding of the train horns; and

WHEREAS, a recertification process is required per the FRA approvals in 2011; and

WHEREAS, it is desirable to pursue a cooperative approach to maintain the existing Quiet Zone; and

WHEREAS, the attached Intergovernmental Agreement is generally consistent with the 2011 Quiet Zone recertification process whereby professional services are required; and

WHEREAS, the Intergovernmental Agreement incorporates financial participation for said professional services; and

WHEREAS, the parties have agreed to participate equally and individually execute the attached Intergovernmental Agreement; and

WHEREAS, Resolution 2016-158 was previously approved by the Village Board and some of the terms of the agreement changed and therefore an amending resolution reflecting the latest agreement is needed.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS:

THAT, the Village President is authorized to sign the attached Intergovernmental Agreement and the Finance Director is authorized to make the necessary payments consistent with said agreement.

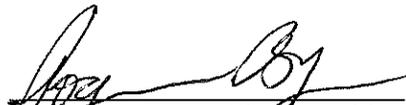
Dated this 7th day of November, 2017

Adopted by roll call vote as follows:

AYES: 5 - Koch, Hebda, Marquardt, Oppenheim, Schultz

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 – Takaoka

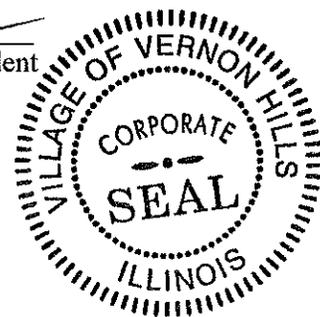

Roger L. Byrne, Village President

PASSED: 11/7/2017

APPROVED: 11/7/2017

ATTEST: 11/8/2017


John Kalmar, Village Clerk



**INTERGOVERNMENTAL AGREEMENT
AMONG THE COUNTY OF LAKE, AND THE VILLAGE OF ANTIOCH, THE VILLAGE
OF LAKE VILLA, THE VILLAGE OF ROUND LAKE BEACH, THE VILLAGE OF
GRAYSLAKE, THE VILLAGE OF LIBERTYVILLE, THE VILLAGE OF
MUNDELEIN, THE VILLAGE OF VERNON HILLS, THE VILLAGE OF BUFFALO
GROVE, AND THE VILLAGE OF WHEELING, FOR THE EQUALLY SHARED
COSTS FOR INITIAL WORK TOWARDS THE RECERTIFICATION OF THE
EXISTING QUIETCORRIDOR ALONG THE CANADIAN NATIONAL RAILROAD
RIGHT-OF-WAY**

THIS AGREEMENT entered into this , day of 11/7, A.D. 2017, by and among the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chairman and County Board, hereinafter referred to as the COUNTY, the VILLAGE OF ANTIOCH, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as ANTIOCH, the VILLAGE OF LAKE VILLA, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LAKE VILLA, the VILLAGE OF ROUND LAKE BEACH, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as ROUND LAKE BEACH, the VILLAGE OF GRAYSLAKE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as GRAYSLAKE, the VILLAGE OF LIBERTYVILLE, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as LIBERTYVILLE, the VILLAGE OF MUNDELEIN, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as MUNDELEIN, the VILLAGE OF VERNON HILLS, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as VERNON HILLS, the VILLAGE OF BUFFALO GROVE, an Illinois Home Rule Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as BUFFALO GROVE, the VILLAGE OF WHEELING, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as WHEELING. The COUNTY, ANTIOCH, LAKE VILLA, ROUND LAKE BEACH, GRAYSLAKE, LIBERTYVILLE, MUNDELEIN, VERNON HILLS, BUFFALO GROVE, and WHEELING are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES". The CANADIAN NATIONAL RAILROAD corridor is sometimes hereinafter referred to as the "CORRIDOR".

WITNESSETH

WHEREAS, the Swift Rail Development Act of 1994, (Public Law No. 103-440) hereinafter referred to as the ACT, directed the Federal Railroad Administration, hereinafter referred to as the FRA, to issue a rule, hereinafter referred to as the FINAL RULE (70 Federal Register 21844 published April 27, 2005), mandating the sounding of train horns at all public highway-rail crossings; and,

WHEREAS, said FINAL RULE includes provisions for the creation of quiet corridors through the use of supplementary safety measures (SSMs) and alternative safety measures (ASMs) to avoid the mandated sounding of train horns at highway-rail crossings; and,

WHEREAS, the ACT does not authorize any federal funds to implement said quiet corridors included in the FINAL RULE; and,

WHEREAS, improvements at all highway-rail crossings in the CORRIDOR are infeasible due to cost and/or the impracticalities of installation; and,

WHEREAS, the CORRIDOR consists of all at-grade crossings along the Canadian National Railroad line from the Wisconsin border to, but not through, the Village of Prospect Heights, Illinois, which include all of the PARTIES to THIS AGREEMENT; and,

WHEREAS, the PARTIES cooperated in 2006 leading to the creation of the initial quiet zone in the CORRIDOR, and the recertification of the quiet zone in 2011; and,

WHEREAS, the quiet zone as established in 2011 under the FINAL RULE must be recertified; and,

WHEREAS, the recertification process will require an evaluation of the system to determine that eligibility requirements are met under the FINAL RULE; and,

WHEREAS, the PARTIES have determined it is desirable to pursue a cooperative approach to maintain the existing quiet corridor as a more acceptable alternative to the mandatory sounding of the train horns; and,

WHEREAS, the PARTIES hereto have agreed to participate equally in paying for the work to recertify the quiet corridor; and

WHEREAS, the work will focus on evaluating the current at-grade railroad crossings along the CORRIDOR and proposing the installation of SSMs and/or ASMs included in the FINAL RULE; and,

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government to contract, to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and,

WHEREAS, the Intergovernmental Cooperation Act of 1973 (5 ILCS, 220/1 et seq.) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings.

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 hereto do hereby enter into the following:

1. It is mutually agreed by and among the PARTIES hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. BUFFALO GROVE agrees to serve as the Lead Agency for the STUDY and to perform the administrative functions associated with said STUDY. For the purposes of this AGREEMENT, said administrative functions shall be limited to contracting with Patrick Engineering Inc., hereinafter the CONTRACTOR, to perform the work items included in the approved scope of work for the STUDY, paying the CONTRACTOR for completion of the work items included in the scope of services for the STUDY, and receiving reimbursement from each of the other PARTIES hereto in an amount distributed equally among all PARTIES for said STUDY.

The STUDY shall be identified as the proposal submitted by CONTRACTOR dated October 14, 2016. Said proposal was accepted on behalf of the PARTIES to THIS AGREEMENT by the President and Board of Trustees of BUFFALO GROVE on _____, 2017.

3. It is mutually agreed by and among the PARTIES hereto that the scope of work contained in the proposal from the CONTRACTOR titled "Lake County Corridor Quiet Zone Recertification 2017 Wheeling to Antioch, IL, Patrick Proposal Number 2B6TR0092" and dated October 14, 2016 constitutes the approved scope of services for the STUDY. Said approved scope of work, by reference herein are hereby made a part hereof.

It is further mutually agreed that the total cost of the STUDY, as proposed by the CONTRACTOR, shall not exceed \$19,600.00.

It is further mutually agreed that, in the event that the study requires additional work not included within the original scope of the STUDY, the CONTRACTOR shall provide to the PARTIES a detailed description of the additional work required to successfully complete the quiet zone recertification. Depending of the cost of the additional work, the PARTIES may elect to terminate the quiet zone recertification effort in accordance with the terms of this AGREEMENT. In such case, the CONTRACTOR will be paid all monies due to it through the date of the termination.

4. It is mutually agreed by and among the PARTIES hereto that the total amount of the local share to be divided equally between the PARTIES shall not exceed \$19,600.00.
5. It is mutually agreed by and among the PARTIES hereto that each of the PARTIES shall each reimburse BUFFALO GROVE an amount not to exceed \$1,960.00.

6. It is mutually agreed by and among the PARTIES hereto that upon execution of the contract between BUFFALO GROVE and the CONTRACTOR, the PARTIES shall each pay to BUFFALO GROVE within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, in a lump sum, an amount equal to seventy- five percent (75%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payments to BUFFALO GROVE, upon execution of the contract between BUFFALO GROVE and the CONTRACTOR and receipt of an invoice from BUFFALO GROVE, from each of the other PARTIES shall be in an amount not to exceed \$1,470.00.

The PARTIES further agree that each shall pay to BUFFALO GROVE the remaining twenty-five percent (25%) of their respective obligations incurred under THIS AGREEMENT for payment of their share for the STUDY. Payment to BUFFALO GROVE shall be in a lump sum, within thirty (30) days of the receipt of an invoice from BUFFALO GROVE, upon completion of the STUDY. The final payments to BUFFALO GROVE upon completion of the STUDY and receipt of an invoice from BUFFALO GROVE shall be in an amount not to exceed \$490.00 plus any additional approved expenses, from each of the other PARTIES hereto.

The PARTIES further agree that in the event that services are required outside of the scope of the STUDY dated October 14, 2016, the CONTRACTOR will provide a cost estimate for the additional work required to successfully recertify the quiet zone. Upon receipt of the cost estimate by the Lead Agency, the Lead Agency will provide a copy of that estimate to the PARTIES for review. If the PARTIES concur with the proposed changes, the cost of the additional work will be split pursuant to the terms if THIS AGREEMENT.

7. A PARTY may terminate THIS AGREEMENT by resolution of its corporate authorities. A certified copy of any such terminating resolution shall be filed with BUFFALO GROVE within thirty (30) days after its passage. In the event of termination as to one PARTY, THIS AGREEMENT shall remain binding as to the remaining PARTIES.

Notwithstanding such termination, a terminating PARTY shall remain liable and responsible for paying all fees for service for their share of the costs of the STUDY as set forth in Sections 5 and 6 above.

8. The PARTIES hereto agree that by duly executing THIS AGREEMENT, the PARTIES concur in BUFFALO GROVE executing the contract for the STUDY with the CONTRACTOR.

The PARTIES further agree to provide such assistance as proposed by the CONTRACTOR and described in the proposal for the STUDY, without reimbursement from the other PARTIES hereto.

9. It is mutually agreed by and among the PARTIES hereto that each PARTY warrants and represents to each of the other PARTIES 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 provisions 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.
10. THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the PARTIES hereto execute THIS AGREEMENT affix their signatures.
11. 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.
12. It is mutually agreed by and among 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 form creating or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
13. It is mutually agreed by and among 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 as well as any previous agreements presently in effect between the PARTIES hereto relating to the subject matter hereof.
14. It is mutually agreed by and among 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.
15. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

16. 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 rights, duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other PARTIES to THIS AGREEMENT.

17. It is mutually agreed by and among 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 among the PARTIES hereto for any purpose or in any manner, whatsoever. The PARTIES are to be and shall remain independent of each other with respect to all services performed under THIS AGREEMENT.

18. THIS AGREEMENT shall be considered null and void in the event that the contract between BUFFALO GROVE and the CONTRACTOR for the STUDY is not awarded by December 1, 2017.

ATTEST:

Village Clerk
Village of Buffalo Grove

VILLAGE OF BUFFALO GROVE

By: _____
Village President
Village of Buffalo Grove

Date: _____

ATTEST:

Village Clerk
Village of Antioch

VILLAGE OF ANTIOCH

By: _____
Village President
Village of Antioch

Date: _____

ATTEST:

Village Clerk
Village of Lake Villa

VILLAGE OF LAKE VILLA

By: _____
Village President
Village of Lake Villa

Date: _____

VILLAGE OF ROUND LAKE BEACH

ATTEST:

Village Clerk
Village of Round Lake Beach

By: _____
Village President
Village of Round Lake Beach

Date: _____

VILLAGE OF GRAYSLAKE

ATTEST:

Village Clerk
Village of Grayslake

By: _____
Village President
Village of Grayslake

Date: _____

VILLAGE OF LIBERTYVILLE

ATTEST:

Village Clerk
Village of Libertyville

By: _____
Village President
Village of Libertyville

Date: _____

VILLAGE OF MUNDELEIN

ATTEST:

Village Clerk
Village of Mundelein

By: _____
Village President
Village of Mundelein

Date: _____

VILLAGE OF VERNON HILLS

ATTEST:

Village Clerk
Village of Vernon Hills

By: [Signature]
Village President
Village of Vernon Hills

Date: 11/28/17



VILLAGE OF WHEELING

ATTEST:

Village Clerk
Village of Wheeling

By: _____
Village President
Village of Wheeling

Date: _____

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chairman
Lake County Board

Date: _____