

2/15/2016

11-R-16

A RESOLUTION

**Authorizing the City Manager to Execute an
Intergovernmental Agreement with the Village of Skokie
For the Howard Street Resurfacing Project**

**NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
EVANSTON, COOK COUNTY, ILLINOIS:**

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Intergovernmental Agreement with the Village of Skokie for the Howard Street Resurfacing Project (the "Agreement"), attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement as he may deem to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: March 14, 2016

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SKOKIE AND
THE CITY OF EVANSTON FOR THE
HOWARD STREET RESURFACING PROJECT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SKOKIE
AND THE CITY OF EVANSTON FOR THE
HOWARD STREET RESURFACING PROJECT**

THIS AGREEMENT, is entered into as of the latest date following the signatures hereon, by and between the VILLAGE OF SKOKIE, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter "Skokie"), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter "Evanston"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Parties are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the Parties have the power and authority to enter into this Agreement pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, both Skokie and Evanston desire to improve a portion of Howard Street that lies within their respective communities (hereinafter "Project"); and

WHEREAS, the aforementioned portion of Howard Street is partially in Skokie and partially in Evanston; and

WHEREAS, the location of the proposed improvements (hereinafter "Project Area") include Howard Street west of Kedzie Avenue to the eastern edge of the North Shore Channel Bridge in Skokie, and east of Kedzie Avenue to Hartrey Avenue within the Chicago and Evanston boundaries and

WHEREAS, the improvements to be effectuated include; roadway resurfacing, partial curb and gutter replacement, and lighting installation ("Improvements"); and

WHEREAS, the Parties wish to associate, cooperate, and enter into an intergovernmental agreement to define each Party's rights and responsibilities in regards to the Improvements; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

- A. The foregoing recitals are incorporated herein as if fully set forth hereby.

- B. The Skokie Village Manager, or his designee, shall administer this Agreement on behalf of Skokie. The Evanston City Manager, or his designee, shall administer this agreement on behalf of Evanston.
- C. The Parties agree that the Improvements to Howard Street are reflected accurately on Exhibit 1 and the terms of which are incorporated herein by reference.
- D. Evanston agrees to act as the lead agency in constructing the Improvements described herein and shall provide design and construction engineering services for said improvements.
- E. Skokie shall permit Evanston and its contractors to operate and perform the necessary work to complete the Project on Skokie right-of-way property. Skokie shall cooperate to provide any and all right-of-way permits necessary.
- F. The parties acknowledge that the total estimated cost for the Proposed Improvements is \$1,527,000 (One Million Five Hundred Twenty-Seven Thousand Dollars). The parties agree that the total cost breakdown between the municipalities is as follows: Skokie agrees to pay up to a total of One Hundred Nineteen Thousand Six Hundred Eighty One Dollars (\$119,681) and Evanston agrees to pay a total of \$1,380,000 (One Million Three Hundred Eighty Thousand Dollars) and the parties agree to pay the portion as allocated above that has been apportioned to the portion of the Proposed Improvements that lie within the respective municipality.
- G. The Parties agree that should the total cost of the Proposed Improvements exceed the estimated cost of such improvements, Evanston and Skokie shall each be fully responsible for paying the additional costs in the same proportions as detailed in section F of this Agreement.
- H. Evanston shall not, without the written consent and authority from Skokie, award a contract exceeding the total estimated cost of \$1,527,000 (One Million Five Hundred Twenty-Seven Thousand Dollars) for the Improvements, or award a contract to any bidder other than the lowest responsive and responsible bidder.
- I. The bidding and letting of contract(s) for the work to be performed hereunder, as well as City of Evanston engineering services, shall be done in accordance with Evanston ordinances, practices, and procedures, the 2016 Illinois Department of Transportation (“IDOT”) Standard Specifications for Road and Bridges, and Supplemental Specifications and Recurring Special Provisions and IDOT Procedures. In the event of a conflict, the aforementioned Specifications for Roads and Bridges shall control.
- J. Bid specifications issued by Evanston pursuant to this Agreement shall be subject to approval by Skokie and shall:

Require that the contractor provide Skokie with a certificate of insurance naming Skokie as an additional insured and an agreement to indemnify and hold harmless Skokie from all claims arising out of the contractor’s performance, on the same terms and conditions as those provided to Evanston; and

- K. Skokie, upon written request from Evanston, shall within 30 days from receipt transfer to Evanston sufficient funds to meet the portion of each request for payment submitted by the contractor that is attributable to Skokie, pursuant to this Agreement, and shall do so in a timely manner so as to allow Evanston to meet its payment obligations pursuant to its contract with said contractor without default. Skokie shall be solely responsible for any and all penalties incurred by Evanston as a result of Skokie's failure to transfer sufficient funds to Evanston as agreed to above, unless it is determined by a review of the request that the amount requested is not the responsibility of Skokie..
- L. The parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to preserve and assert any claims that the Parties, individually or jointly, may have against a contractor performing work that is subject to the terms of this Agreement.
- M. Skokie shall defend, protect, indemnify, save, and forever hold harmless Evanston and/or each of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which Evanston and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Skokie and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) that occur within the Village limits of Skokie arising directly or indirectly from, in connection with, under, or as a result of this Agreement.
- N. Evanston shall defend, protect, indemnify, save, and forever hold harmless Skokie and/or each of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which Skokie and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Skokie and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) that occur within the City limits of Evanston arising directly or indirectly from, in connection with, under, or as a result of this Agreement.
- O. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have five (5) business days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within five (5)

days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the five (5) business days, and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

- P. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to Evanston:

Wally Bobkiewicz
City Manager
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Dave Stoneback
Director of Public Works
Agency
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Grant Farrar
Corporation Counsel
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

If to Skokie:

John Lockerby
Village Manager
Village of Skokie
5127 Oakton Street
Skokie, IL 60077

Max Slankard
Director of Public Works

Village of Skokie
5127 Oakton Street
Skokie, IL 60077

Michael Lorge
Corporation Counsel
Village of Skokie
5127 Oakton Street
Chicago, IL 60077

- Q. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
- R. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
- S. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
- T. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.
- U. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- V. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.

W. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

X. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the Village Manager of the Village of Skokie and the City Manager of the City of Evanston. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

VILLAGE OF SKOKIE:

By: _____
Village Manager

Attest: _____
Village Clerk

Date: _____

[Seal]

CITY OF EVANSTON:

By: _____
City Manager

Attest: _____
City Clerk

Date: _____

[Seal]

EXHIBIT 1

HOWARD STREET PROJECT PLAN