

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MAINE TOWNSHIP HIGHWAY DEPARTMENT AND THE CITY OF PARK
RIDGE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this **6th** day of **November, 2024**, by and between the Maine Township Highway Commissioner, (hereinafter referred to as the "Township"), and the City of Park Ridge, (hereinafter referred to as the "City"). The Township and the City may be referred to collectively as the "Parties".

RECITALS

WHEREAS, the Township and the City are authorized to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Township has proposed to fund and construct a sidewalk on the north side of Church Street between Home Avenue and Western Avenue in Park Ridge (the "Sidewalk"); and

WHEREAS, the Township has also proposed to fund and construct a bike lane on the north and south side of Church Street between approximately Hamlin Avenue and Western Avenue in Park Ridge (the "Bike Lane"); and

WHEREAS, the City has jurisdiction over the public right-of-way within the portions of Church Street where the Sidewalk and Bike Lane are to be constructed; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and responsibilities regarding the construction, funding, and ongoing maintenance of the Sidewalk and Bike Lane.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Township and the City agree as follows:

AGREEMENT

SECTION 1. Construction and Funding

1.1. The Township shall be responsible for the design, funding, and construction of the Sidewalk on the north side of Church Street between Home Avenue and Western Avenue and the Bike Lane on the north and south side of Church Street between Hamlin Avenue and Western Avenue. A schematic drawing of the Sidewalk and Bike Lane is attached hereto as Exhibit A and incorporated by reference.

1.2. The Township shall ensure that the construction of the Sidewalk and Bike Lane complies with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to the Americans with Disabilities Act (ADA) and any City codes or standards.

1.3. The Township shall coordinate with the City regarding the timing and manner of construction to minimize disruption to traffic and residents.

1.4 The Township shall cause its contractors and each tier of subcontractor to release, indemnify and hold harmless the City from any claims arising from any and all work related to the construction, maintenance, repair and replacement of the Sidewalk or Bike Lane.

1.5 Prior to and during any time when construction, maintenance, repair or replacement is being performed., the Township, its contractors and each tier of subcontractor shall obtain and maintain insurance coverage in compliance with the following requirements:

Workers Compensation	Statutory
Employer's Liability	\$500,000 per accident, per disease
Commercial General Liability	\$2,000,000 combined single limit
Auto Liability	\$1,000,000

All liability insurance required herein shall be written on an occurrence basis and shall name, or be endorsed to name, the City, its officers, employees and agents as primary, non-contributory additional insureds to the fullest extent permitted by law.

SECTION 2. Permits and Approvals

2.1. The City agrees to cooperate with the Township in obtaining any necessary permits, approvals, or easements required for the construction of the Sidewalk and Bike Lane.

2.2. The Township shall bear all costs associated with obtaining such permits, approvals, or easements.

SECTION 3. Maintenance Responsibilities

3.1. Upon completion of the construction of the Sidewalk and Bike Lane and final approval by the City, the City shall assume responsibility for the ongoing maintenance, repair, and replacement of the Sidewalk and Bike Lane.

3.2. The Township shall be responsible for any defects or deficiencies in the construction of the Sidewalk and Bike Lane for a period of one (1) year following the City's final approval.

SECTION 4. Indemnification

4.1 The Township and City agree (a) the City would not construct the Bike Lane without this Agreement, and (b) the use of the Bike Lane by pedestrians and cyclists is not an intended use of that part of the right-of-way described in Exhibit A.

4.2. The Township agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Township's performance of its obligations under this Agreement, except to the extent that such claims, demands, damages, liabilities, losses, costs, or expenses are caused by the willful and wanton misconduct of the City.

4.3 The Parties do not intend for anything herein to be construed or to result in the waiver or release of all defenses and immunities available to units of local government under Illinois law. The Parties agree the allocation of risk and liability described in this Agreement is solely for their own administrative convenience and any breach of this Agreement is not intended to be used as evidence of negligence.

4.4. The City agrees to indemnify, defend, and hold harmless the Township, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the City's performance of its obligations under this Agreement, except to the extent that such

claims, demands, damages, liabilities, losses, costs, or expenses are caused by the negligence or willful misconduct of the Township.

SECTION 5. Term and Termination

5.1. This Agreement shall commence on the date of execution by both Parties and shall continue in effect until the Bike Lane has been removed.

5.2. Either Party may terminate this Agreement for cause if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party.

5.3. In the event of termination, the Township shall be responsible for removing the Bike Lane.

SECTION 6. Miscellaneous Provisions

6.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements between the Parties concerning the subject matter hereof.

6.3. Amendments: This Agreement may not be amended or modified except by a written agreement executed by both Parties.

6.4. Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

6.5. No Third-Party Beneficiaries: This Agreement is for the exclusive benefit of the Parties and their respective successors and assigns, and no third party shall have any rights under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

MAINE TOWNSHIP HIGHWAY COMMISSIONER

By: Ed Beauvais
Name: [Signature]
Title: Highway Commissioner
Date: 11/15/24

CITY OF PARK RIDGE

By: Joseph Gilmore
Name: Joseph Gilmore
Title: City Manager
Date: 11/14/24