

SECOND INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK

HAPP ROAD

THE VILLAGE OF NORTHFIELD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Second Intergovernmental Agreement Amendment (the "SECOND AMENDMENT") is entered into this 27 day of JUNE, 2019, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways (the "COUNTY"), and the Village of Northfield, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and the VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES entered into an Intergovernmental Agreement on June 29, 2016 (the "AGREEMENT"), and a First Intergovernmental Agreement Amendment on May 16, 2018 (the "FIRST AMENDMENT"), establishing the responsibilities and costs associated with a Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road (the "STUDY"); and

WHEREAS, the AGREEMENT and FIRST AMENDMENT are incorporated herein as "EXHIBIT 1" and "EXHIBIT 2," respectively; and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified for the STUDY, including alternative geometric studies, roadway drainage, intersection design studies, development report studies, meeting and coordination and administration and Quality Assurance/Quality Control policy; and

WHEREAS, a cooperative SECOND AMENDMENT is appropriate and such a SECOND AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT


- A. All provisions contained in the original AGREEMENT and FIRST AMENDMENT that are not in conflict with this SECOND AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Forty-Four Thousand Forty-One and 87/100 Dollars (\$544,041.87).
- C. A Revised Funding Breakdown is incorporated into this SECOND AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.

- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.
- E. This SECOND AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both of the PARTIES in writing.
- F. This SECOND AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This SECOND AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this SECOND AMENDMENT are agreed to and incorporated into this SECOND AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this SECOND AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY VILLAGE:



Joan Frazier
Village President

This 01st day of May A.D. 2019.

ATTEST: 

Village Clerk

(SEAL)



APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 27 2019

EXECUTED BY COUNTY:



Toni Preckwinkle
President
Cook County Board of Commissioners

COM _____

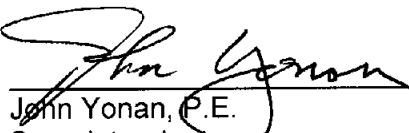
This 27 day of JUNE A.D. 2019

(SEAL)

ATTEST: 

County Clerk

RECOMMENDED BY:



John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney



Assistant State's Attorney

I, KAREN A. YARBROUGH, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 27, 2019, passed the following Resolution:

**19-R-
RESOLUTION**

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of a Second Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$544,041.87 (originally estimated as \$524,915.87); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 27 2019

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 27th day of June A.D. 2019.



County Clerk

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE COST	COUNTY COST
Phase I Engineering Study – AGREEMENT	\$485,177.43	\$0	\$485,177.43
Additional Phase I Engineering Study– FIRST AMENDMENT	\$39,738.44	\$0	\$39,738.44
Additional Phase I Engineering Study– SECOND AMENDMENT	\$19,126.00	\$0	\$19,126.00
TOTAL	\$544,041.87	\$0	\$544,041.87

EXHIBIT 1

AND

EXHIBIT 2

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road

Section: 16-W4044-00-FP

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 Northfield (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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 if set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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 two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent: Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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 thirty (30) 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 thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Wianetka Road
Section:

- 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 **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.
- 6.6 **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 STUDY timetable as determined by the Parties.
- 6.7 **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
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

- 6.8 **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.

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INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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 THE VILLAGE OF
NORTHFIELD**

Toni Preckwinkle
Toni Preckwinkle
President
Board of County Commissioners

Stacy Sigman
Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST: David Orr
County Clerk

ATTEST: Holly McDonald
Clerk

(SEAL)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____



RECOMMENDED BY:

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

John Yovan
Superintendent
Department of Transportation and Highways

A. Blat 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

16-R-

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, Intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.

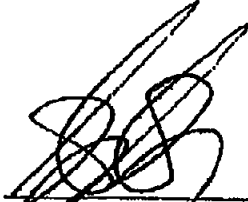
David Orr

County Clerk

EXHIBIT A
Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R458-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

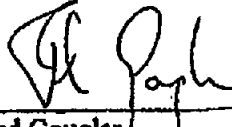
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.



Fred Gougler
Village President

ATTEST:



Stacy Alberts Sigman
Village Clerk

V

EXHIBIT 2

INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK

HAPP ROAD

THE VILLAGE OF NORTHFIELD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this 16 day of MAY, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

INTERGOVERNMENTAL AGREEMENT AMENDMENT

HAPP ROAD

Winnetka Road to Willow Road

Section: 16-W4044-00-FP

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
Toni Preckwinkle
President
Cook County Board of Commissioners

This 16th day of MAY A.D. 2018.

ATTEST: David Orr
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:

Joan Frazier
Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: Deborah McDonald
Dep. Village Clerk

(SEAL)

RECOMMENDED BY:

John Yonan
John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney
Kevin J. McKee
Assistant State's Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY 16 2018

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on May 16, 2018, passed the following Resolution:

**18-R-
RESOLUTION**

Sponsored by

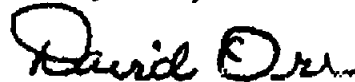
THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$524,915.87 (originally estimated as \$485,177.43); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 16th day of May A.D. 2018.



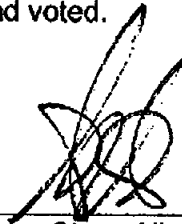
County Clerk

(SEAL)

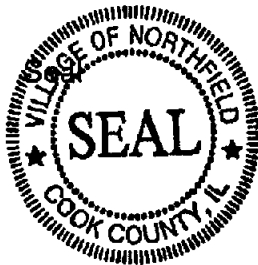
REVISED EXHIBIT A
Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



6A&B

Agenda Item Number

VILLAGE OF NORTHFIELD REGULAR BOARD MEETING SUMMARY SHEET

Meeting Date: <u>May 21, 2019</u>	<input type="checkbox"/> Ordinance
Subject: <u>Amendment to Intergovernmental Agreement</u>	<input type="checkbox"/> Resolution
	<input checked="" type="checkbox"/> Agreement
Submitted By: <u>Stacy Alberts Sigman, Village Manager</u>	<input type="checkbox"/> Information
Department: <u>Village Managers Office</u>	<input type="checkbox"/> Other:

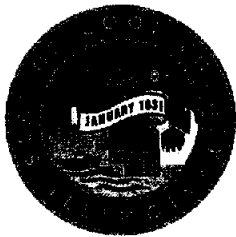
Details:

7A - Patrick Contract Amendment. During Cook County's last review of the Happ Road Phase I plans, they decided to reduce the pavement area at the Happ Road and Winnetka Road intersection to minimize right-of-way acquisition. This will require additional work by Patrick Engineering at a cost of \$19,126. The change was requested by Cook County and their staff has reviewed the requested fee changes and believes it is appropriate. The detailed supplemental scope of additional services with payroll rates and hours is attached. As explained below, Cook County will reimburse the Village for this cost.

7B - Cook County Intergovernmental Agreement (IGA) Amendment. The Village of Northfield is the lead agency for the Happ Road Phase I project; however, based on an existing IGA, Cook County reimburses us 100% of the project costs. A second amendment to the original IGA has been drafted to cover the reimbursement of the additional services set forth above. As you can see on the attached, the proposed amendment increases the total County funding/reimbursement from the current \$524,915.87 to \$544,041.87 which is \$19,126 higher than the amended IGA.

Executive Action:

- A. A motion to approve an amendment to our Patrick Engineering contract, in the amount of \$19,126, for additional services**
- B. A motion to approve a resolution authorizing the execution of a Second Amendment to the IGA with Cook County for the Happ Road Phase I Study.**



DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

JOHN YONAN, P.E.

SUPERINTENDENT

69 West Washington Street, 24th Floor • Chicago, Illinois 60602-3007 • (312) 603-1601

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

July 9, 2019

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, IL 60093

Re: Second Intergovernmental Agreement Amendment
Happ Road – Winnetka Road to Willow Road
Section: 16-W4044-00-FP

Dear Ms. Sigman:

Enclosed herewith, please find a conformed copy of the subject Second Intergovernmental Agreement Amendment for your files.

Very truly yours,

Tara Orbon, P.E.
Chief Engineer
Project Development Bureau

For: John Yonan, P.E.
Superintendent
Department of Transportation and Highways
Cook County, Illinois

Enclosure

The Village of Northfield

May 22, 2019

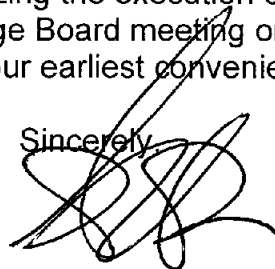
Mr. Dave Pankaj, P.E.
Cook County Department of Transportation & Highways
Project Development Bureau
69 W. Washington Street, 23rd Floor
Chicago, IL 60602

Re: Happ Road Second Intergovernmental Agreement Amendment

Dear Mr. Pankaj:

Enclosed please find two original Second Intergovernmental Agreement Amendments, along with a Resolution authorizing the execution of the Second IGA Amendment which were approved at the Village Board meeting on May 21, 2019. Please return a fully executed copy to us at your earliest convenience.

Sincerely,



Stacy A. Sigman

SAS/hm
Encls.



462

SECOND INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK

HAPP ROAD

Winnetka Road to Willow Road

THE VILLAGE OF NORTHFIELD

Section: 16-W4044-00-FP

This Second Intergovernmental Agreement Amendment (the "SECOND AMENDMENT") is entered into this ____ day of _____, 2019, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways (the "COUNTY"), and the Village of Northfield, a municipal corporation of the State of Illinois (the "VILLAGE"). The COUNTY and the VILLAGE are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES entered into an Intergovernmental Agreement on June 29, 2016 (the "AGREEMENT"), and a First Intergovernmental Agreement Amendment on May 16, 2018 (the "FIRST AMENDMENT"), establishing the responsibilities and costs associated with a Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road (the "STUDY"); and

WHEREAS, the AGREEMENT and FIRST AMENDMENT are incorporated herein as "EXHIBIT 1" and "EXHIBIT 2," respectively; and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified for the STUDY, including alternative geometric studies, roadway drainage, intersection design studies, development report studies, meeting and coordination and administration and Quality Assurance/Quality Control policy; and

WHEREAS, a cooperative SECOND AMENDMENT is appropriate and such a SECOND AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT and FIRST AMENDMENT that are not in conflict with this SECOND AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Forty-Four Thousand Forty-One and 87/100 Dollars (\$544,041.87).
- C. A Revised Funding Breakdown is incorporated into this SECOND AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.


- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.
- E. This SECOND AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both of the PARTIES in writing.
- F. This SECOND AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This SECOND AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this SECOND AMENDMENT are agreed to and incorporated into this SECOND AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this SECOND AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY VILLAGE:



Joan Frazier
Village President

This 21st day of May A.D. 2019.

ATTEST: 

Village Clerk

(SEAL)



EXECUTED BY COUNTY:

Toni Preckwinkle
President
Cook County Board of Commissioners

This ___ day of _____ A.D. 2019

(SEAL)

ATTEST: _____
County Clerk

RECOMMENDED BY:

John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:

Kimberly M. Foxx, State's Attorney

Assistant State's Attorney

REVISED EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE COST	COUNTY COST
Phase I Engineering Study – AGREEMENT	\$485,177.43	\$0	\$485,177.43
Additional Phase I Engineering Study– FIRST AMENDMENT	\$39,738.44	\$0	\$39,738.44
Additional Phase I Engineering Study– SECOND AMENDMENT	\$19,126.00	\$0	\$19,126.00
TOTAL	\$544,041.87	\$0	\$544,041.87

EXHIBIT 1

AND

EXHIBIT 2

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT

THE COUNTY OF COOK

VILLAGE OF NORTHFIELD

HAPP ROAD

Winnetka Road to Willow Road
Section: 16-W4044-00-FP

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 Northfield (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 "the Act", (5 ILCS 220/1 et seq.), authorize and encourage intergovernmental cooperation; and

WHEREAS, the County and the Village are public agencies within the meaning of the Act, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, the County and the Village, in order to facilitate the free flow of traffic and ensure the safety of pedestrians and the motoring public, are desirous of undertaking and completing a Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road Willow Road; and, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, stakeholder involvement, meetings and coordination with regulatory agencies, project administration and QA/QC (hereinafter called "STUDY"); and

WHEREAS, the STUDY is herein designated as County Section: 16-W4044-00-FP

WHEREAS, the VILLAGE and COUNTY established terms for the development of the STUDY for Happ Road from Winnetka Road to Willow Road in a Letter of Understanding dated July 31, 2015 and accepted by the VILLAGE on September 8, 2015; and

WHEREAS, the County and the Village, by this instrument, desire to memorialize their respective responsibilities toward engineering and funding of the STUDY.

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 if set forth herein.

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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 two years after completion of the STUDY.

SECTION 3. STUDY FUNDS

- 3.1 County's Share of the STUDY. The County shall pay for one hundred (100%) percent of the costs of the STUDY. The County's total estimated cost for the STUDY is Four Hundred Eighty-Five Thousand One Hundred Seventy-Seven and 43/100 Dollars (\$485,177.43).
- 3.2 Village's Share of the STUDY. Except for costs related to Village authorized work that is outside the STUDY scope of work and subject to the availability of County Funding, the Village shall not incur any costs for the STUDY.
- 3.3 Cost Estimates. A Funding Breakdown for the STUDY is incorporated and attached hereto as Exhibit A. The Funding Breakdown is only an estimate and does not limit the financial obligations of the Parties as described in 3.1 and 3.2 above.

SECTION 4. COUNTY'S RESPONSIBILITIES

- 4.1 Contract Review. The County shall review the STUDY Phase I engineering contract proposal for adequacy and acknowledge its concurrence for same to the Village.
- 4.2 Submittal Review. The County shall review consultant submittals in a timely manner.
- 4.3 Payments to the Village. The costs that the County is obligated to pay as described in Section 3. Project Funds, shall be paid on a progressive basis as follows:
 - 4.3.1 The first installment equal to thirty-five (35%) percent of the County share of the contract, in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars (\$169,800.00), shall be invoiced by the Village within ninety (90) days following County execution of this Agreement and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.
 - 4.3.2 The remaining balance of County obligations shall be invoiced by the Village on a progressive basis thereafter, following expenditure of the initial thirty-five (35%) percent of County share and the County shall pay the Village within ninety (90) days after receipt of the invoice from the Village.

SECTION 5. VILLAGE'S OBLIGATIONS

- 5.1 Village as Lead Agent; Appropriation of Funds. The Village shall finance the engineering costs and act as Lead Agent for the STUDY with reimbursement from the County for its share of the STUDY.
- 5.2 Design Engineering. The Village shall execute an engineering services contract for the STUDY, subject to contract review and approval by the County.

INTERGOVERNMENTAL AGREEMENT

Rapp Road
Willow Road to Winnetka Road
Section:

- 5.3 Public Meetings. The Village shall conduct a public meeting or hearing for the STUDY as required by IDOT.
- 5.4 Development. The Village shall submit STUDY reports, analyses, plans, technical presentations, studies, right-of-way documentation, etc. to the County and to IDOT for review and secure concurrence from the County and IDOT.
- 5.5 County's Identifier. The Village shall reference all correspondence, invoices and other documents for the STUDY with the County's identifier Section: 16-W4044-00-FP
- 5.6 STUDY Results. The Village shall furnish the County with three (3) copies of the Final Report for the STUDY upon completion.

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 thirty (30) 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 thirty (30) days after written notice of breach is given to the County by the Village, setting forth the nature of such breach. Failure of the Village to give written notice of breach to the County shall not be deemed to be a waiver of the Village's right to assert such breach at a later time. 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.

INTERGOVERNMENTAL AGREEMENT

Happ Road

Willow Road to Winnetka Road

Section:

- 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 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.
- 6.6 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 STUDY timetable as determined by the Parties.
- 6.7 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
Cook County Department of Transportation and Highways
69 West Washington, Suite 2300
Chicago, IL 60602

TO THE VILLAGE OF NORTHFIELD:

Ms. Stacy Sigman
Village Manager
Village of Northfield
361 Happ Road
Northfield, Illinois 60093

- 6.8 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.

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INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

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 THE VILLGE OF NORTHFIELD

Toni Preckwinkle
Toni Preckwinkle
President
Board of County Commissioners

[Signature]
Stacy Sigman
Village Manager

This 29 day of JUNE A.D. 2016.

This 17 day of May A.D. 2016.

ATTEST: *David Orr*
County Clerk

ATTEST: *Holly McDonald*
Clerk

(SEAL)

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____



RECOMMENDED BY:

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

[Signature]
Superintendent
Department of Transportation and Highways

[Signature] 6-10-16
Assistant State's Attorney

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on June 29, 2016, passed the following Resolution:

16-R-

RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement with the Village of Northfield, attached, wherein the Village will be the lead agency for Phase I Engineering Study to refine an improvement scope of work along Happ Road from Winnetka Road to Willow Road, said study to include field data collection, develop base aerial mosaics, topographic survey, analyze data and prepare crash analysis report, alternative geometric studies, roadway drainage structure plans, traffic maintenance analysis, intersection design studies, environmental analyses, project development report, meetings and coordination with regulatory agencies, administration and project coordination; that the County of Cook will pay for one hundred (100%) percent of the costs for the Phase I Engineering Study and reimburse the Village of Northfield for its share of said costs (estimated County share \$485,177.43) under County Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is authorized and directed to return one (1) executed copy of the Agreement with a certified copy of this Resolution to the Village of Northfield and implement the terms of the Agreement.

All of which appears from the records and files of my office.

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 29 2016

COM _____

(SEAL)

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 29th day of June A.D. 2016.

David Orr

County Clerk

INTERGOVERNMENTAL AGREEMENT

Happ Road
Willow Road to Winnetka Road
Section:

EXHIBIT A

Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILLAGE SHARE	COUNTY SHARE
Phase I STUDY costs	\$485,177.43	\$0	\$485,177.43
TOTAL	\$485,177.43	\$0	\$485,177.43

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of Resolution No. R459-16 authorizing the Village Manager and Deputy Village clerk to execute an Intergovernmental Agreement between the Village of Northfield and the County of Cook, Illinois, and was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on May 17, 2016, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield

Seal



RESOLUTION NO. R459-16

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND DEPUTY VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield ("Village"), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook ("County"), through the County's Department of Transportation and Highways, desire to enter into an Intergovernmental Agreement to facilitate a Phase I Study of Happ Road ("Study") from Winnetka Road to Willow Road ("Happ Road"), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and County have negotiated an agreement with Patrick Engineering for the Study; and

WHEREAS, an Intergovernmental Agreement has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the Intergovernmental Agreement will provide benefits to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this Intergovernmental Agreement.

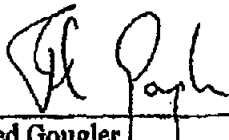
NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village Manager and Deputy Village Clerk of the Village of Northfield to execute the Intergovernmental Agreement and all related documents between the Village of Northfield and Cook County relative to the study of Happ Road, from Winnetka Road to Willow Road, County Section 16-W4044-00-FP, attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17 day of May, 2016, by the Village President and Board of Trustees of the Village of Northfield, Illinois.



Fred Gougler
Village President

ATTEST:



Stacy Alberts Sigman
Village Clerk

EXHIBIT 2

INTERGOVERNMENTAL AGREEMENT AMENDMENT

THE COUNTY OF COOK
THE VILLAGE OF NORTHFIELD

HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

This Intergovernmental Agreement Amendment ("AMENDMENT") is entered into this 16 day of MAY, 2018, by and between the County of Cook, a body politic and corporate of the State of Illinois, acting by and through its Department of Transportation and Highways, (hereinafter called the "COUNTY"), and the Village of Northfield, (hereinafter called the "VILLAGE"), a municipal corporation of the State of Illinois, individually referred to as "PARTY," and collectively to as "PARTIES."

RECITALS

WHEREAS, the COUNTY and the VILLAGE entered into an Intergovernmental Agreement ("AGREEMENT") on June 29, 2016 to establish the responsibilities and costs associated with a Phase I Engineering Study for improvements along Happ Road from Winnetka Road to Willow Road (herein referred to as the "STUDY"), (incorporated herein as "EXHIBIT B"); and

WHEREAS, the PARTIES wish to amend certain financial provisions in the AGREEMENT as additional scope was identified, including preparation of a partial Intersection Design Study for the intersection of Happ Road and Willow Road, completion of a noise analysis for the full length of the Happ Road improvement, and an additional public involvement effort performed to complete the stakeholder Steering Committee meetings; and

WHEREAS, a cooperative AMENDMENT is appropriate and such an AMENDMENT is authorized under Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

AGREEMENT

- A. All provisions contained in the original AGREEMENT that are not in conflict with this AMENDMENT shall remain in full force and effect.
- B. Subsection 3.1 of the AGREEMENT is hereby stricken and replaced with the following:
 - 3.1 County's Share of the STUDY. The County shall pay for one hundred percent (100%) of the costs of the STUDY. The County's total estimated cost for the STUDY is Five Hundred Twenty-four Thousand Nine Hundred fifteen and 87/100 Dollars (\$524,915.87).
- C. A Revised Funding Breakdown is incorporated into this AMENDMENT and the AGREEMENT and is attached hereto as REVISED EXHIBIT A. The Revised Funding Breakdown is only an estimate and does not limit the financial obligations of the PARTIES as described herein.
- D. In the event there is a conflict between the terms contained in this document and the attached EXHIBITS, the terms included in this document shall control.

INTERGOVERNMENTAL AGREEMENT AMENDMENT
HAPP ROAD
Winnetka Road to Willow Road
Section: 16-W4044-00-FP

- E. This AMENDMENT shall become effective upon proper execution by authorized signatories of the PARTIES and shall remain in effect until the AGREEMENT expires or is terminated by both PARTIES in writing.
- F. This AMENDMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. This AMENDMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and assigns.
- H. The introductory recitals included at the beginning of this AMENDMENT are agreed to and incorporated into this AMENDMENT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, the COUNTY and VILLAGE have caused this AMENDMENT to be executed by their respective officials on the dates as shown.

EXECUTED BY COUNTY:

Toni Preckwinkle
Toni Preckwinkle
President
Cook County Board of Commissioners

This 16th day of MAY A.D. 2018.

ATTEST: David Orr
County Clerk

(SEAL)

EXECUTED BY THE
VILLAGE OF NORTHFIELD:

Joan Frazier
Joan Frazier
Village President

This 17 day of April A.D. 2018.

ATTEST: d. Kelly McDonald
Dep. Village Clerk

(SEAL)

RECOMMENDED BY:

John Yonan
John Yonan, P.E.
Superintendent
County of Cook
Department of Transportation and Highways

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Karen M. Miller
Assistant State's Attorney

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

MAY 16 2018

I, DAVID D. ORR, County Clerk of Cook County, in the State of Illinois aforesaid and keeper of the records and files of said Cook County, do hereby certify that The Board of Commissioners of The County of Cook, at their regular meeting held on May 16, 2018, passed the following Resolution:

**18-R-
RESOLUTION**

Sponsored by

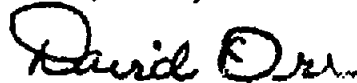
THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

RESOLVED, by the members of The Board of Commissioners of Cook County, Illinois, on behalf of the County of Cook, to authorize and direct its President to execute, by original signature or authorized signature stamp, two (2) copies of an Intergovernmental Agreement Amendment with the Village of Northfield, said Amendment attached, wherein the Village is Lead Agency for Phase I engineering study for improvements along Happ Road from Winnetka Road to Willow Road and said Agreement is amended to increase the County's participatory share of costs for the Phase I engineering study, not to exceed \$524,915.87 (originally estimated as \$485,177.43); and, Cook County is to reimburse the Village of Northfield for said costs as part of the Phase I engineering study, Section: 16-W4044-00-FP; and, the Department of Transportation and Highways is directed to take the necessary actions called for under the terms of the Amendment and is further directed to return one executed copy of said Amendment with this Resolution attached to the Village of Northfield to evidence the formal Agreement hereby resulting, and be bound by the terms thereof on behalf of the County.

All of which appears from the records and files of my office.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the SEAL of said County at my office in the City of Chicago, in said County, this 16th day of May A.D. 2018.



County Clerk

(SEAL)

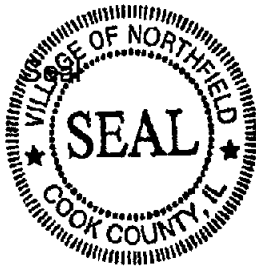
REVISED EXHIBIT A
Funding Breakdown

ITEM	ESTIMATED TOTAL COST	VILAGE SHARE	COUNTY SHARE
Original Agreement Phase I STUDY costs (6-29-16)	\$485,177.43	\$0	\$485,177.43
Additional Phase I STUDY costs	\$39,738.44	\$0	\$39,738.44
TOTAL	\$524,915.87	\$0	\$524,915.87

I, Stacy Alberts Sigman, Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that the attached is a true and complete copy of the Intergovernmental Agreement Amendment by and between Cook County through its Department of Transportation and Highways and the Village of Northfield which was approved and adopted by the President and Board of Trustees of the Village of Northfield, Illinois, at a regularly scheduled meeting of the Board on April 17, 2018, at which time a quorum of members was present and voted.



Stacy Alberts Sigman
Village Clerk
Village of Northfield



RESOLUTION NO. R514-19

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK, ILLINOIS

WHEREAS, the Village of Northfield (“Village”), Cook County, Illinois is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village and the County of Cook (“County”), through the County’s Department of Transportation and Highways, entered into an Intergovernmental Agreement on June 29, 2016 (the “AGREEMENT”), establishing the responsibilities and costs associated with a Phase I engineering study of Happ Road (“STUDY”) from Winnetka Road to Willow Road (“Happ Road”), therein designated as County Section: 16-W4044-00-FP; and

WHEREAS, the Village and the County also entered into an Amendment to the AGREEMENT on May 16, 2018 (the “FIRST AMENDMENT”) to cover several engineering scope changes; and

WHEREAS, the Village and County have negotiated with Patrick Engineering for a second set of scope modifications to the STUDY and a second Amendment (the “SECOND AMENDMENT”) has been prepared setting forth the responsibilities of the County and Village relative to the Study; and

WHEREAS, the Village believes that the SECOND AMENDMENT will benefit to Village residents and businesses; and

WHEREAS, the Village President and the Board of Trustees have determined that it is in the best interests of the Village and the public health, safety and welfare of persons and property within the Village to enter into this SECOND AMENDMENT.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF NORTHFIELD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

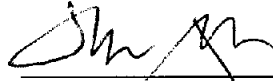
SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The Board of Trustees of the Village of Northfield approves, authorizes and directs the Village President and Village Clerk of the Village of Northfield to execute the

SECOND AMENDMENT and all related documents between the Village of Northfield and Cook County, attached hereto as Exhibit A.

SECTION 3: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21st day of May, 2019, by the Village President and Board of Trustees of the Village of Northfield, Illinois.



Joan Frazier
Village President

ATTEST:



Stacy Alberts Sigman
Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Stacy Sigman, the duly appointed Village Clerk of the Village of Northfield, Cook County, Illinois, do hereby certify that attached hereto is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. R514-19

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK

which was passed by the Corporate Authorities of the Village of Northfield at their regular meeting held on the 21th day of May, 2019, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of the said Resolution by the Corporate Authorities of the Village of Northfield was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Corporate Authorities of the Village of Northfield, and that the result of said vote was as follows, to-wit:

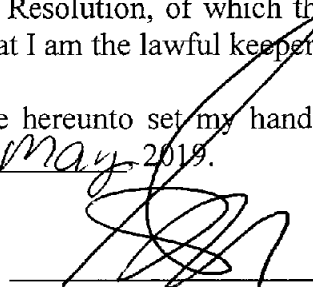
AYES: Terrill; Orth; Fowler; Lungmus; Whittaker

NAYS: _____

ABSENT: Goodwin

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Northfield, this 21st day of May 2019.



Village Clerk

EXHIBIT A

**SECOND INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH THE
VILLAGE OF NORTHFIELD AND THE COUNTY OF COOK RELATING TO THE
HAPP ROAD STUDY FROM WINNETKA ROAD TO WILLOW ROAD – SECTION 16-
W4044-00FP**

McDonald, Holly

From: Stacy Sigman
Sent: Wednesday, May 22, 2019 11:46 AM
To: McDonald, Holly
Subject: FW: Happ Road_ Second Amendment
Attachments: W4044-00-FP_Happ Road_Northfield_Phase I_ Amend2_5-6-19.doc; Exhibits 1 and 2.pdf

From: Pankaj Dave (DOTH) [<mailto:pankaj.dave@cookcountyil.gov>]
Sent: Wednesday, May 8, 2019 3:37 PM
To: Stacy Sigman
Cc: Tara Orbon (DOTH); Byron Perry (DOTH); Sanjay Joshi (DOTH)
Subject: Happ Road_ Second Amendment

Good afternoon Stacy:

As a follow-up to your previous discussions, we have prepared attached Second Intergovernmental Agreement Amendment for the subject project.

Please review the attached DRAFT Amendment with your staff, and inform me of changes needed.

Please kindly attach Exhibits 1 & 2 to the Amendment.

If Okay:

Please print two (2) copies of the attached Amendment and Exhibits 1 & 2, have them signed and attested by Village officials, and return both original hard copies to me along with certified copy of the Village Board minutes or resolution authorizing the Village President to sign the Agreement Amendments.

Thank You,

Pankaj Dave, P.E.
Cook County Dept. of Transportation & Highways
Project Development Bureau
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
(312) 603-1696