

INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE
COUNTY OF TAZEWELL,
CITY OF PEORIA IN THE COUNTY OF PEORIA,
VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA,
TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA,
TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA,
CITY OF PEKIN IN THE COUNTY OF TAZEWELL,
VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL,
TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL,
TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL,
TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL,
TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL,
TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL,
AND THE
TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD,
ALL IN THE STATE OF ILLINOIS,

FOR

THE
TRI-COUNTY MULTI-JURISDICTIONAL
GUARDRAIL IMPROVEMENT PROJECT

Intergovernmental Cooperation Agreement
for the
Tri-County Multi-Jurisdictional Guardrail Improvement Project

WHEREAS, the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Peoria and the Village of Bartonville, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Hallock and Limestone, in the County of Peoria, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the City of Pekin and the Village of Morton, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the Township Road Districts of Deer Creek, Groveland, Morton, Tremont and Washington, in the County of Tazewell, State of Illinois, is a body politic and corporate; and,

WHEREAS, the Township Road District of Greene, in the County of Woodford, State of Illinois, is a body politic and corporate; and,

WHEREAS, each of the aforementioned units of local government is a local highway authority responsible for the public roads under their respective jurisdiction as codified in the Illinois Highway Code; and,

WHEREAS, Tri-County Regional Planning Commission, hereafter TCRPC, is the Regional Planning Commission for the Tri-County Region of Peoria, Tazewell and Woodford Counties, in the State of Illinois; and,

WHEREAS, TCRPC staff offered to local highway authorities in said Tri-County Region to include their roadside safety hardware, hereafter guardrail, in an inventory to be used to apply for funding to upgrade and improve guardrail; and,

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WHEREAS, each of the aforementioned units of local government, hereafter Local Agencies, did provide to TCRPC guardrail locations within the public roads under each of their respective jurisdictions and did consent to inclusion of such guardrail in the TCRPC guardrail inventory to be included in applications for such funding opportunities; and,

WHEREAS, TCRPC staff did inventory such local agency guardrail locations as their resources allowed and did submit to the Illinois Department of Transportation, hereafter IDOT, an application for federal Highway Safety Improvement Program, hereafter HSIP, funding for said guardrail improvements; and,

WHEREAS, TCRPC was awarded the IDOT administered HSIP grant; and,

WHEREAS, IDOT will not allow TCRPC to serve as the lead agency for the HSIP funded guardrail improvement project, hereafter Project, and requires a unit of local government to serve as the lead agency; and,

WHEREAS, TCRPC, the Local Agencies and IDOT jointly determined Tazewell County, State of Illinois would serve as the lead agency for the Project; and,

WHEREAS, no unit of local governmental may be held legally responsible for costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail; and,

WHEREAS, the continued cooperation of the Local Agencies is in the public interest; and,

WHEREAS, Intergovernmental Cooperation Act (5 ILCS 220/) authorizes the Local Agencies to enter into Intergovernmental Agreements; and,

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Local Agencies to enter into Intergovernmental Agreements;

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NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT:

COUNTY OF TAZEWELL, STATE OF ILLINOIS;

CITY OF PEORIA IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

VILLAGE OF BARTONVILLE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF HALLOCK IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF LIMESTONE IN THE COUNTY OF PEORIA, STATE OF ILLINOIS;

CITY OF PEKIN IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

VILLAGE OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF DEER CREEK IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GROVELAND IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF MORTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF TREMONT IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF WASHINGTON IN THE COUNTY OF TAZEWELL, STATE OF ILLINOIS;

TOWNSHIP ROAD DISTRICT OF GREENE IN THE COUNTY OF WOODFORD, STATE OF ILLINOIS;

DO HEREBY AGREE AS FOLLOWS:

1. That the foregoing is true, accurate and factual.

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2. That should any of the foregoing be found to be false, inaccurate or not factual, such finding shall have no bearing on this agreement and this agreement shall remain in full force and effect.

3. That the County of Tazewell, State of Illinois, shall be referred to herein as Tazewell County and the remaining parties to this agreement shall collectively be referred to herein as the Remaining Parties and shall be referred to individually as a Remaining Party.

4. That each of the Remaining Parties does prevail upon and does hereby grant permission to Tazewell County to serve as Lead Agency and to undertake or have undertaken such actions and perform or have performed such services as Tazewell County deems appropriate to administer and design the Project and does hereby authorize the County of Tazewell to act on their behalf with regard thereto.

5. That such Project related actions and services may include but shall not be limited to entering agreements, such as for funding, and entering contracts for consulting engineering services for preliminary engineering, entering contracts for construction, and entering contracts for consulting engineering services for construction engineering.

6. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties a copy of each agreement and each contract for such actions and services.

7. That each of the Remaining Parties does hereby agree to be bound by the terms and conditions of each agreement and each contract entered into by Tazewell County with regard to the Project in the same manner and to the same extent as though a signatory party to such agreements and such contracts and does hereby agree to promptly pay their share of all costs incurred as a result of such agreements and contracts.

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8. That Tazewell County shall provide or cause to be provided to each of the Remaining Parties the final plans and specifications, any necessary plats and land acquisition documents, the final Engineer's Estimate of Cost, the Tabulation of Bids, the Notice of Award, the Engineer's Final Payment Estimate, and as-built drawings.

9. That each party to this agreement shall be responsible for and shall bear any and all remaining costs, after federal and state funding is applied, in pro-rata share to the guardrail improvement cost of the Project guardrail under their jurisdiction divided by the total improvement cost of the Project guardrail.

10. That Tazewell County will submit or cause to be submitted periodic and final invoices to each party to this agreement for said costs detailing the breakdown of such pro-rata share of costs for all parties to this Agreement for each action and service, including but not limited to preliminary engineering, construction, and construction engineering, and that Tazewell County may submit or cause to be submitted a final invoice for the entire project at the completion of the project.

11. That periodic invoices are approximate only and subject to correction in the final invoice.

12. That each party to this agreement hereby agrees to remit payment for each such invoice per the directions provided by Tazewell County within 60 days in accordance with their financial policy subject to Illinois' Local Government Prompt Payment Act.

13. That the pro-rata share of guardrail improvement cost shall be based upon:

A. the inventory and costs used for said HSIP application as included herein for periodic invoices for preliminary engineering and related costs; and,

B. the final Engineer's Estimate of Cost of the Project for the final invoice for preliminary engineering and related

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costs and any other Project costs incurred through the design phase of the Project; and,

C. the awarded contract cost for periodic invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase of the Project; and,

D. the Engineer's Final Payment Estimate for the final invoices for construction and for construction engineering and related costs and any other Project costs incurred through the construction and construction engineering phase and through completion of the Project;

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Jurisdiction	Guardrail		Construction	Preliminary Engineering	Construction Engineering	Funding		Total Cost	Pro-Share
	Count	Linear				HSIP	Local		
Vil of Bartonville	14	791	\$ 46,285.20	\$ 6,942.78	\$ 6,942.78	\$ 54,153.68	\$ 6,017.08	\$ 60,170.76	1.81%
Deer Creek RD	8	588	\$ 34,372.85	\$ 5,155.93	\$ 5,155.93	\$ 40,216.23	\$ 4,468.47	\$ 44,684.70	1.34%
Greene RD	3	333	\$ 19,464.47	\$ 2,919.67	\$ 2,919.67	\$ 22,773.43	\$ 2,530.38	\$ 25,303.81	0.76%
Groveland RD	50	8,019	\$ 469,127.88	\$ 70,369.18	\$ 70,369.18	\$ 548,879.62	\$ 60,986.62	\$ 609,866.24	18.30%
Hallock RD	31	3,398	\$ 198,783.00	\$ 29,817.45	\$ 29,817.45	\$ 232,576.11	\$ 25,841.79	\$ 258,417.90	7.75%
Limestone RD	36	8,985	\$ 525,611.09	\$ 78,841.66	\$ 78,841.66	\$ 614,964.98	\$ 68,329.44	\$ 683,294.42	20.50%
Vil of Morton	34	2,415	\$ 141,289.79	\$ 21,193.47	\$ 21,193.47	\$ 165,309.05	\$ 18,367.67	\$ 183,676.72	5.51%
Morton RD	1	1,408	\$ 82,356.34	\$ 12,353.45	\$ 12,353.45	\$ 96,356.92	\$ 10,706.32	\$ 107,063.24	3.21%
City of Pekin	7	869	\$ 50,862.24	\$ 7,629.34	\$ 7,629.34	\$ 59,508.82	\$ 6,612.09	\$ 66,120.91	1.98%
City of Peoria	9	1,899	\$ 111,098.87	\$ 16,664.83	\$ 16,664.83	\$ 129,985.68	\$ 14,442.85	\$ 144,428.53	4.33%
Tazewell Co	34	11,591	\$ 678,091.64	\$101,713.75	\$101,713.75	\$ 793,367.21	\$ 88,151.91	\$ 881,519.13	26.45%
Tremont RD	18	3,083	\$ 180,369.54	\$ 27,055.43	\$ 27,055.43	\$ 211,032.36	\$ 23,448.04	\$ 234,480.40	7.03%
Washington RD	5	449	\$ 26,262.41	\$ 3,939.36	\$ 3,939.36	\$ 30,727.01	\$ 3,414.11	\$ 34,141.13	1.02%
Totals	250	43,829	\$ 2,563,975.30	\$ 384,596.30	\$ 384,596.30	\$ 2,999,851.10	\$ 333,316.79	\$ 3,333,167.89	100.00%

RD = Road District

Vil = Village

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14. That the Remaining Parties to this agreement do hereby indemnify and hold Tazewell County, its officers, employees, and agents harmless from all claims for injuries and damages to persons or property within their jurisdiction (including that of the respective Remaining Parties) sustained by reason of Tazewell County serving as the Lead Agency for the Project.

15. That each party to this agreement shall indemnify and hold harmless all other parties to this agreement, their officers, employees and agents, from all claims for injuries and damages to persons or property, including their own, sustained within their jurisdiction.

16. That all remaining costs and all remaining liability for claims of any name or nature shall be borne by each party to this agreement in proportion to their pro-rata share of guardrail improvement cost.

17. That each party to this agreement agrees to abide by all such terms as required by FHWA or IDOT to remain eligible for state or federal funds.

18. That each party to this agreement shall acquire in its name all right-of-way necessary for improvements within public roads under their jurisdiction in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures and shall cooperate with Tazewell County, the State of Illinois and the Federal Highway Administration in the disposition of encroachments, if any.

19. That each party to this agreement shall provide for all utility adjustments and shall regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems within public roads under their jurisdiction.

20. That each party to this agreement shall retain jurisdiction of the completed improvements within the public roads under their jurisdiction before, during and after the completion of the work of the Project.

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21. That each party to this agreement shall maintain the completed improvements within the public roads under their jurisdiction in a manner satisfactory to the State of Illinois and the Federal Highway Administration.

22. That each party to this agreement shall provide, if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvements upon public roads under their jurisdiction.

23. That each party to this agreement shall comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the Federal Highway Administration.

24. That each party to this agreement certifies to the best of its knowledge and belief that it's officials:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

B. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

C. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

D. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

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25. That execution of this agreement constitutes the concurrence of each party to this agreement in the award of the construction contract to the responsible low bidder as determined by the State of Illinois.

26. That execution of this agreement by each party to this agreement constitutes their certification that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, such party to this agreement shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. The language of this certification shall be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

27. That each party to this agreement shall regulate parking and traffic upon the public roads of the Project under their jurisdiction in accordance with the approved project report.

28. That each party to this agreement shall regulate encroachments on public rights-of-way

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under their jurisdiction in accordance with current Illinois Compiled Statutes.

29. That each party to this agreement shall regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement within public roads under their jurisdiction in accordance with the current Illinois Compiled Statutes.

30. (Single Audit Requirements) That each party to this agreement acknowledges that if an LPA (Local Public Agency) expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200; that an LPA expending less than \$750,000 a year shall be exempt from compliance; that a copy of the audit report must be submitted to the State of Illinois, Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year; and, that the CFDA number for all highway planning and construction activities is 20.205.

31. That this agreement shall be binding on each party to this agreement, their successors and assigns.

32. That this agreement shall remain in full force and effect until renegotiated by all parties to this agreement.

33. That this Agreement may only be terminated by negotiated agreement of all parties to this agreement.

34. That no party may withdraw from this Agreement without the negotiated agreement of all remaining parties to this agreement except that within 60 days of the date of submittal of the final Engineer's Estimate of Cost by Tazewell County to all parties to this agreement, a party may submit to Tazewell County and to TCRPC in writing that they do not wish to participate in the construction and construction engineering phase of the project, and so long as Tazewell County and TCRPC receive such written statement within said 60 day period, such party will not be included in the construction and construction engineering phase of the project and will bear no cost or liability for the construction and construction engineering phase of the

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project.

35. That nothing herein shall create or shall be construed to create, in any manner, a contractual or legal obligation for any unit of local government to be held responsible for any costs or liability for highways, roads or streets of any other unit of local government or any infrastructure they contain, including guardrail.

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ATTEST:

John C. Ackerman Date
Tazewell County Clerk

David Zimmerman Date
Chairman
Tazewell County Board

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ATTEST:

Date
Clerk
Hallock Road District

Date
James Troglia
Highway Commissioner
Hallock Road District

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ATTEST:

Date
Clerk
Limestone Road District

Date
Randy Neal
Highway Commissioner
Limestone Road District

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ATTEST:

Sue McMillan
Clerk
City of Pekin

Date

Mark Luft
Mayor
City of Pekin

Date

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ATTEST:

Date
Clerk
Greene Road District

Date
John Koos
Highway Commissioner
Greene Road District

