

**AGREEMENT FOR PHASE I ENGINEERING STUDY OF
HARLEM AVENUE VIADUCT**

This agreement is dated _____, 2024 and entered into by and between the Village of River Forest, an Illinois Municipal Corporation, The Village of Oak Park, an Illinois Municipal Corporation, and the Village of Forest Park, an Illinois Municipal Corporation (collectively, the “Contracting Municipalities”), and has its terms the following:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government in Illinois to exercise jointly with any other unit of local government any power or powers, privileges, functions or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, vehicle and pedestrian traffic on Harlem Avenue at the intersection with the Union Pacific Railroad tracks and railroad bridge has a direct impact on the safety and convenience of the residents of the Contracting Municipalities; and

WHEREAS, vehicle and pedestrian traffic at said location has become severely congested due, in part, to the structural configuration of said railroad bridge; and

WHEREAS, the Contracting Municipalities previously entered into intergovernmental agreements on March 21, 1998 and February 19, 2008 for the purpose of performing feasibility and engineering studies to evaluate alternatives to minimize disruption to vehicular, pedestrian and railroad traffic (the “Phase I Study”); and

WHEREAS, in 2008, Phase I Study was partially completed by HW Lochner, Inc. (“Lochner”), but the project stalled due to lack of funding; and

WHEREAS, the Village of River Forest has been awarded a grant in the amount of two hundred fifty thousand dollars (\$250,000) from the Illinois Department of Commerce and Economic Opportunity to fund the completion of Phase I Study; and,

WHEREAS, the Village of River Forest desires to enter into a contract with Lochner to complete the Phase 1 Study, including updates to account for current traffic counts and conditions; and

WHEREAS, it is in the interest of the Contracting Municipalities to participate in and be privy to the results of said study;

NOW, THEREFORE, the Village of River Forest (“River Forest.”), the Village of Oak Park (“Oak Park”) and the Village of Forest Park (“Forest Park”) hereby agree as follows:

1. River Forest Shall act as the Lead Agency and enter into a contract (“Consulting Agreement”) with H.W. Lochner, Inc. to perform the completion of the Phase I Engineering Study:
2. River Forest will apply the full amount of the grant funds received from the Illinois Department of Commerce and Economic Opportunity (\$250,000) to the cost of the Phase I Study. If the cost of the Phase I Study exceeds the amount of the grant funds, the Contracting Municipalities shall share the cost of any remaining amount due according to the following cost-sharing schedule:

Village of Oak Park: 50%

Village of Forest Park: 25%

Village of River Forest: 25%

Oak Park hereby agrees to reimburse River Forest for its pro-rata share, and Forest Park hereby agrees to reimburse River Forest for its pro-rata share. All payments due under this agreement shall be made within thirty (30) days of receipt of the invoice. River Forest shall invoice Oak Park and Forest Park within thirty (30) days of making any payments to Lochner. No default or breach by Lochner shall entitle Oak Park or Forest Park to any damages, reimbursement or refund unless River Forest shall first have recovered corresponding funds from Lochner. All funds recovered from Lochner in the event of a default or breach shall be shared pro-rata.

3. Oak Park and Forest Park shall have an opportunity to review and comment upon the proposed Consulting Agreement before it is executed. The terms of said agreement shall rest

in the sound discretion of Oak Park, Forest Park, and River Forest. Any Consulting Agreement entered into pursuant to this agreement shall be subject to approval by the Board of Trustees of the Village of River Forest at an open meeting, but in no instance shall River Forest approve such agreement without the prior consent of Oak Park and Forest Park as provided herein.

4. Oak Park and Forest Park shall be entitled to audit, inspect and copy all documents related to the selection of Lochner, any similar agreements which River Forest enters into with other municipalities regarding the Consulting Agreement and all financial records called for in the grant agreement with the State of Illinois, all of which shall be maintained by River Forest as called for by its ordinances. Copies of the Consulting Agreement and the consultant's report shall be promptly furnished to Oak Park and Forest Park upon execution or receipt by River Forest.
5. Nothing contained in this agreement shall obligate any of the parties to participate in any other studies or any construction projects.
6. In the event that litigation becomes necessary to enforce or defend River Forest's rights under the consulting agreement, the parties agree to share all expenses related to any threatened or actual litigation on a pro-rata basis and as incurred under the same terms as set forth in paragraph 2. Any such litigation shall be conducted by an attorney approved by Oak Park, Forest Park and River Forest.
7. Oak Park and Forest Park hereby represent to River Forest that they have each fully complied with Chapter 65 ILCS 5/8-1-7 and that each is bound by the financial obligations set forth herein. Each party shall promptly take all steps necessary to make this agreement final and binding pursuant to its ordinances and shall immediately notify the other of final approval or disapproval. This agreement shall be binding upon River Forest only upon its approval by the Board of Trustees.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization, have executed this Agreement this ____ day of _____, 2024

Village of River Forest

By: _____

Village President

ATTEST:

Village Clerk

Village of Oak Park

By: _____

Village President

ATTEST:

Village Clerk

Village of Forest Park

By: _____

Mayor

ATTEST:

Village Clerk