

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF HUNTLEY AND THE COUNTY OF  
MCHENRY WITH RESPECT TO FINISH MOWING OF THE  
ALGONQUIN ROAD CENTER LANDSCAPED MEDIAN**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Village of Huntley, a municipal corporation of the State of Illinois, hereinafter referred to as the **VILLAGE**, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the **COUNTY**. The **VILLAGE** and the **COUNTY** are collectively sometimes referred to as the **PARTIES**.

**WITNESSETH**

**WHEREAS**, Algonquin Road is under the jurisdiction of the **COUNTY**; and

**WHEREAS**, the **COUNTY** is desirous of reducing its maintenance responsibilities of the center landscaped median along Algonquin Road between IL 47 and Randall Road, a portion of which is within the Village of Huntley; and

**WHEREAS**, the **VILLAGE** is desirous of maintaining the Algonquin Road median at a higher level than is County practice, limited only to chemical application for weed control and mowing; and

**WHEREAS**, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and

**WHEREAS**, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

**WHEREAS**, the **COUNTY** by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the **VILLAGE** by virtue of its home rule authority and the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-5 et seq.), are authorized to enter into this agreement; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the **COUNTY** and the **VILLAGE** do hereby agree as follows:

**SECTION I.  
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.

2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.  
COUNTY Commitments**

1. The COUNTY shall retain ownership and jurisdiction of Algonquin Road and have sole responsibility for all future infrastructure improvements.
2. The COUNTY shall continue to provide regular maintenance of Algonquin Road beyond the center landscaped median.

**SECTION III.  
VILLAGE Commitments**

1. The VILLAGE shall perform mowing operations and chemical application for weed control of the center landscaped median of Algonquin Road within the VILLAGE’s municipal boundaries as described below at no cost to the COUNTY:
  - a. Algonquin Road, from IL 47 to the Village corporate limits east of Haligus Road.
    - i. 3,972 linear feet of landscaped center median as shown in exhibit A

**SECTION IV.  
General Provisions**

1. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under THIS AGREEMENT.
3. Each person executing THIS AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute THIS AGREEMENT and to agree to the terms, provisions, and conditions set forth in THIS AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver THIS AGREEMENT have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of

any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.

4. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by the PARTIES.
5. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in THIS AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, Illinois 60098  
Attention: Mr. Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer  
Email: [MCDOT@mchenrycountyil.gov](mailto:MCDOT@mchenrycountyil.gov)

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Huntley  
10987 Main Street  
Huntley, IL60142  
Attention: David Johnson, Village Manager  
Email: [djohnson@huntley.il.us](mailto:djohnson@huntley.il.us)

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. THIS AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

**IN WITNESS WHEREOF**, the PARTIES have executed this agreement on the dates indicated.

**VILLAGE OF HUNTLEY**

ATTEST:

\_\_\_\_\_  
Sarah Palaszewski  
Deputy Village Clerk

By: \_\_\_\_\_  
Timothy Hoelt  
Village President

Date: \_\_\_\_\_

**COUNTY OF MCHENRY**

ATTEST:

\_\_\_\_\_  
Joseph Tirio  
McHenry County Clerk

By: \_\_\_\_\_  
Michael Buehler  
County Board Chairman

Date: \_\_\_\_\_

**EXHIBIT A**  
**Location of the Center Landscaped Medians**

The center landscaped medians which are the subject of this agreement are located in the area depicted in the map below, from west to east.





