

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ALGONQUIN TOWNSHIP ROAD DISTRICT AND THE
COUNTY OF MCHENRY FOR REPAIRS TO THE TOWNSHIP'S
ALGONQUIN ROAD BRIDGE OVER SPRING CREEK**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the Algonquin Township Road District, an Illinois unit of local government hereinafter referred to as the TOWNSHIP, 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 TOWNSHIP and the COUNTY are sometimes collectively referred to as the PARTIES. This agreement shall hereinafter be referred to as "THIS AGREEMENT."

WITNESSETH

WHEREAS, the TOWNSHIP's Algonquin Road Bridge (SN056-3148) carries approximately 3,200 vehicles per day and links the villages of Fox River Grove and Barrington Hills in Algonquin Township as shown on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the bridge was built in 1986 and is now showing signs of extreme deterioration to the deck and superstructure; and

WHEREAS, on June 25, 2024 the TOWNSHIP's Algonquin Road Bridge load posting was lowered by the Illinois Department of Transportation (IDOT) to a seven (7) ton weight limit following an IDOT special inspection; and

WHEREAS, the COUNTY and the TOWNSHIP have the desire to work together to repair the bridge and remove the load posting as quickly as possible, hereinafter referred to as the IMPROVEMENTS; and

WHEREAS, the TOWNSHIP has agreed to initiate the necessary engineering at their cost in order to expedite the IMPROVEMENTS; and

WHEREAS, the COUNTY has agreed to utilize its allotment of State Township Bridge Program (TBP) funds for the construction of the IMPROVEMENTS, which will fund up to 80% of the construction cost; and

WHEREAS, the COUNTY and the TOWNSHIP have agreed to split the remaining local share equally, as outlined in EXHIBIT B; and

WHEREAS, the COUNTY agrees to appropriate the necessary funds for construction after the TOWNSHIP completes the engineering and provides a cost estimate.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section

10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the COUNTY and the TOWNSHIP 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.
TOWNSHIP Commitments**

1. The TOWNSHIP agrees to act as lead agency and will prepare, or cause to be prepared, all necessary engineering work for the IMPROVEMENTS at their cost using a qualified engineering consultant of their choosing.
2. The TOWNSHIP shall provide copies of all engineering studies and reports to the COUNTY within twenty-one (21) days of receipt for input and recommendations. The COUNTY shall review and either approve such studies and reports or provide comments to the TOWNSHIP for proposed changes within twenty-one (21) days of receipt of same. The COUNTY’s approval shall not be unreasonably withheld.
3. The TOWNSHIP agrees to reimburse the COUNTY 50% of the local match (non-TBP share) for the construction phase of the IMPROVEMENTS (i.e. 10% of the construction cost). Such IMPROVEMENTS will be locally let by the COUNTY and managed by COUNTY staff.
4. The TOWNSHIP shall, for itself and for those authorized by or through the TOWNSHIP, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys’ fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the engineering study by the TOWNSHIP, its employees and authorized agents, or any authorized TOWNSHIP contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION III.
COUNTY Commitments

1. The COUNTY agrees to locally let the bridge project and use its own staff to manage the construction phase. A preliminary estimate of the cost share between the COUNTY, TOWNSHIP, and State TBP can be found in EXHIBIT B.
2. The COUNTY shall, for itself and for those authorized by or through the COUNTY, and to the fullest extent permitted by law, hold harmless, indemnify and defend the TOWNSHIP, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the preliminary planning study by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the TOWNSHIP.

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 TOWNSHIP (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 TOWNSHIP, 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

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

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

Algonquin Township Road District
3702 Northwest Highway
Crystal Lake, IL 60014
Attention: Mrs. Danjela Sandberg
Highway Commissioner
Email: highway@algtwsp.com

With a copy to:

TBD

Email:

TBD

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 terminate upon completion of the PARTIES' obligations herein or by the mutual written agreement of both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed THIS AGREEMENT on the dates indicated.

ALGONQUIN TOWNSHIP ROAD DISTRICT

ATTEST:

Maureen Huff
Township Clerk

By: _____
Danijela Sandberg
Highway Commissioner

Date: _____

COUNTY OF MCHENRY

ATTEST:

Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

**EXHIBIT B
SUMMARY OF ESTIMATED COSTS**

Item	Estimated Total Cost	State Township Bridge Program (TBP)	Township Estimated Share	County Estimated Share
Engineering (8%)	\$80,000	\$0	\$80,000	\$0
Construction Total	\$1,000,000	\$800,000	\$100,000	\$100,000
Construction Engineering (10%)	\$100,000	\$0	\$0	\$100,000 *
Estimated Total Project Cost	\$1,180,000	\$800,000	\$180,000	\$200,000

*McHenry County may utilize its own staff to manage construction