

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF
MCHENRY FOR PRELIMINARY PLANNING OF A REMOTE SALT
STORAGE FACILITY**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the Village of Algonquin, 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 sometimes collectively referred to as the **PARTIES**. This agreement shall hereinafter be referred to as “**THIS AGREEMENT**.”

WITNESSETH

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to jointly analyze and explore smart design functions and operations while working to promote and create a highly effective and leaner government and organization where practicable; and

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to improve efficiency and encourage resource sharing to optimize the efficient use of public funds and explore ways to work together, as opposed to working independently, to eliminate inefficient or duplicative services, and to make use of existing facilities to achieve economies of scale; and

WHEREAS, the **COUNTY** and the **VILLAGE** have the desire to provide additional salt storage capabilities in order to protect public funds from dramatic swings in the price paid for salt due to unforeseeable and extreme climatic events; and

WHEREAS, a remote salt storage facility would allow for the ability to take delivery of a year's worth of salt at any given time in the year, with the added benefit of having a supply of salt available to draw from in the event that suppliers are unable to deliver salt due to weather or supply chain limitations; and

WHEREAS, having a supply of salt in the southeast part of the county would create a more efficient operation benefiting both agencies as well as the public at large as over 40% of the **COUNTY**'s winter maintenance operations occur in the southeastern portion of the County; and

WHEREAS, the support for coordination regarding remote salt storage with the **VILLAGE** aligns with the **COUNTY**'s 2022-2025 Strategic Plan - Leadership and Governance Goal 5; and

WHEREAS, the **COUNTY** and the **VILLAGE** desire to jointly pursue a preliminary planning study to evaluate the required infrastructure to store road salt and perform various operational tasks on the **VILLAGE**'s existing Public Works Facility site located at 110 Mitchard Way, Algonquin, IL 60102, as shown on EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the VILLAGE has contracted with Williams Architects to perform a preliminary planning study for a total cost of \$49,813.00; and

WHEREAS, the COUNTY and the VILLAGE have agreed to split the cost of the preliminary planning study equally ; and

NOW, THEREFORE, for and 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 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 agrees to reimburse the VILLAGE a not to exceed amount of \$24,906.50, which is fifty percent (50%) of the costs associated with the preliminary planning study, within sixty (30) days of receiving notice by the VILLAGE.
2. The COUNTY agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
3. 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 VILLAGE, 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 VILLAGE.

**SECTION III.
VILLAGE Commitments**

1. The VILLAGE shall prepare, or cause to be prepared, a preliminary planning study that will evaluate the required infrastructure to store road salt and perform various operational tasks on the VILLAGE's existing Public Works Facility site.
2. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for the preliminary planning study if the amount appropriated proves to be insufficient.
4. The VILLAGE shall, for itself and for those authorized by or through the VILLAGE, 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 preliminary planning study by the VILLAGE, its employees and authorized agents, or any authorized VILLAGE 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 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

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

Village of Algonquin
2200 Harnish Dr
Algonquin, IL 60102
Attention: Tim Schloneger, Village Manager
Email: timschloneger@algonquin.org

With a copy to:
Nadim Badran, Village Public Works Director
Email: NadimBadran@algonquin.org

And ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Kelly Cahill, Village Attorney
Email: Address: kcahill@zrfmlaw.com

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.

VILLAGE OF ALGONQUIN

ATTEST:

Fred Martin
Village Clerk

By: _____
Debby Sosine
Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A

General Depiction of the VILLAGE's Public Works Site

