

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ALGONQUIN - LAKE IN THE HILLS FIRE PROTECTION DISTRICT AND THE COUNTY OF
MCHENRY WITH RESPECT TO THE COSTS FOR EMERGENCY VEHICLE PRIORITY EQUIPMENT UPGRADE
FEATURES FOR THE RANDALL ROAD PROJECT**

This Agreement is entered into this _____ day of _____, 2021, by and between the Algonquin-Lake in the Hills Fire Protection District, a special district unit of local government of the State of Illinois, hereinafter referred to as the DISTRICT, 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 DISTRICT and COUNTY are collectively sometimes referred to as the PARTIES.

WITNESSETH:

WHEREAS, the COUNTY, the Village of Lake in the Hills, and the Village of Algonquin, in order to facilitate the free flow of traffic, ensure safety to the motoring public, and improve capacity along the Algonquin and Randall Road corridors, desire to improve Algonquin Road and Randall Road within the Village of Algonquin and the Village of Lake in the Hills, hereinafter referred to as the PROJECT; and

WHEREAS, the DISTRICT desires to install as part of the PROJECT emergency vehicle priority (EVP) equipment upgrade features within the COUNTY right-of-way; and

WHEREAS, the DISTRICT had approved the plans and specifications for the PROJECT, including the EVP Equipment Upgrade more fully described as Plans for Proposed Federal Aid Highway FAP Route 336: Randall Road, Harnish Drive to Polaris Drive/West Acorn Lane, Section: 06-00329-01-PW, Project: PW2V(306) (dated January 17, 2018 by Joseph R. Korpalski, Jr., February 16, 2018 by Christopher Holt, and February 21, 2018 by Anthony J. Quigley); hereinafter referred to as the PLANS and SPECIFICATIONS; and

WHEREAS, the DISTRICT has approved the current cost estimates for the PROJECT, including the EVP equipment upgrade features, which are set forth on Exhibit A attached hereto and incorporated herein, hereinafter referred to as the ESTIMATES; the PLANS, SPECIFICATIONS and ESTIMATES are collectively hereinafter referred to as the PS&E; and

WHEREAS, Algonquin Road and Randall Road are under the jurisdiction of the COUNTY; and

WHEREAS, the sections of the PROJECT are located within the municipal limits of the Village of Algonquin and the Village of Lake in the Hills which are municipalities serviced by the DISTRICT; and

WHEREAS, an Intergovernmental Agreement is appropriate and authorized and encouraged by Article VII, Section 10 of the Illinois Constitution 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 DISTRICT, by virtue of the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*), are authorized to enter into this agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the PARTIES hereto mutually agree to perform as follows:

1. Recitals. The foregoing recitals are hereby incorporated and made part of this agreement as though fully set forth herein.
2. COUNTY's Responsibilities. The COUNTY agrees to make the surveys; obtain all necessary right-of-way; obtain all necessary permits; has prepared PLANS and SPECIFICATIONS; receive bids and award the CONTRACT; furnish engineering inspection during construction; approve CONTRACT changes; and cause the PROJECT to be built in accordance with the PLANS, SPECIFICATIONS, and CONTRACT.
3. Payments.
 - a. It is mutually agreed by and between the PARTIES that the cost proration for the EVP equipment upgrade features are set forth herein, including in the ESTIMATES.
 - b. The DISTRICT agrees to reimburse the COUNTY's proportionate share of the CONTRACT costs to the COUNTY within thirty (30) days of notification by the COUNTY of substantial completion of installation of the EVP equipment upgrade features. Substantial completion means that construction is sufficiently complete in accordance with the PLANS and SPECIFICATIONS within the jurisdictional limits of the COUNTY so that the motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.
 - c. The DISTRICT further agrees to pass a supplemental resolution to provide necessary funds for its proportionate share of the costs if the amount initially appropriated proves to be insufficient, to cover said costs.
4. Emergency Vehicle Priority (EVP) Equipment. EVP equipment shall be installed within the COUNTY right-of-way along Randall Road between Harnish Drive to Acorn Lane / Polaris Drive and at Algonquin Road at Crystal Lake Road.
 - a. Cost Proration. The DISTRICT shall pay one hundred percent (100%) of the CONTRACT costs associated with the purchase and installation of the EVP equipment upgrade features located along Randall Road from Harnish Drive to Polaris Drive / Acorn Lane and Algonquin Road at Crystal Lake Road; and,
 - b. EVP Equipment Upgrade Features Ownership. It is mutually agreed by and between the PARTIES that the DISTRICT shall own the EVP equipment upgrade features at its sole cost and expense; and
 - c. Routine Maintenance. It is mutually agreed by and between the PARTIES that the COUNTY shall maintain the EVP equipment upgrade features. Routine Maintenance is defined as any activity necessary to cause the EVP equipment upgrade features to function in accordance with COUNTY standards for public improvements. Equipment upgrades initiated by the DISTRICT is not considered Routine Maintenance and would be at the sole cost of the DISTRICT.

5. COUNTY Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the DISTRICT, its elected officials, its duly appointed officials, agents, employees, and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the COUNTY as provided by Illinois Law.
6. DISTRICT Indemnification. The DISTRICT agrees to indemnify, defend, and hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments, and demands arising from the actions of the DISTRICT as provided by Illinois Law.
7. No Limitation on Authority. It is mutually agreed by and between the PARTIES hereto that nothing contained in this agreement is intended nor shall be construed in any manner or form to limit the power or authority of the COUNTY or the Director of Transportation/ County Engineer to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.
8. No Partnerships. It is mutually agreed by and between the PARTIES hereto that nothing contained in this agreement is intended nor shall be construed, as in any manner or form, creating or establishing a relationship of co-partners between the PARTIES, or as constituting the DISTRICT (including its elected officials, duly appointed officials, officers, employees, and agents) the agent, representative, or employees of the COUNTY for any purpose, or in any manner, whatsoever. The DISTRICT is to be and shall remain independent of the COUNTY with respect to all services performed under this agreement.
9. Severability. It is mutually agreed by and between the PARTIES hereto that 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.
10. Entire Agreement. It is mutually agreed by and between the PARTIES hereto that the agreement of the PARTIES is contained herein, and that this agreement supersedes all oral agreements and negotiations between the PARTIES relating to the subject matter hereof as well as any previous agreements presently in effect between the PARTIES relating to the subject matter hereof.

11. Modifications. It is mutually agreed by and between the PARTIES that any alterations, amendments deletions, or waivers of any provision of this agreement shall be valid only when expressed in writing and duly executed by the PARTIES hereto.
12. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the PARTIES, their successors and assigns, provided however, that neither party hereto shall assign any interest hereunder without the prior written consent and approval of the other and any such assignment, without said prior written consent and approval shall be null and void and of no force and effect.
13. Notice. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the PARTIES as follow:

MCHENRY COUNTY DIVISION OF TRANSPORTATION
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

ALGONQUIN – LAKE IN THE HILLS FIRE PROTECTION DISTRICT
1020 West Algonquin Road
Lake in the Hills, IL 60156-5995
Attention: Mr. Rick Naatz
President of the Fire Protection District Board of Trustees

14. Choice of Venue. The terms of this agreement will be construed in accordance with the laws of Illinois. The PARTIES agree that the venue for any dispute arising under the terms of this agreement shall be the Twenty-second Judicial Circuit, McHenry County, Illinois, and if any disputes arise, said disputes shall be decided under the jurisdiction and governed by the laws of Illinois.
15. Signatories. Each person signing below on behalf of one of the PARTIES hereto agrees, represents and warrants that he or she has been duly and validly authorized to sign this agreement on behalf of their party.

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

ATTEST:

ALGONQUIN - LAKE IN THE HILLS FIRE
PROTECTION DISTRICT

Cory Pikora, Fire Prevention Director
Algonquin -Lake in the Hills
Fire Protection District

Rick Naatz, President
Algonquin -Lake in the Hills
Fire Protection District

ATTEST:

COUNTY OF McHENRY

Joseph Tirio, Clerk
McHenry County

Michael Buehler, Chairman
McHenry County Board

Date: _____