

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE COUNTY OF MCHENRY
FOR PROFESSIONAL ENGINEERING SERVICES AND CONSTRUCTION
MAIN STREET/CARY ROAD ROUNDABOUT**

This Agreement is entered into this _____ day of _____, 2020, 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 corporate and politic of the State of Illinois, hereinafter referred to as the COUNTY. The VILLAGE and COUNTY are collectively sometimes referred to as the PARTIES.

WITNESSETH:

WHEREAS, the COUNTY and VILLAGE, in order to facilitate the free flow of traffic; ensure safety to the pedestrian, cycling, and motoring public, desire to improve the intersection of Cary Road, Main Street, and Arrowhead Drive, hereinafter referred to as the PROJECT; and

WHEREAS, Cary Road is under the jurisdiction of the COUNTY; and

WHEREAS, Main Street and Arrowhead Drive are under the jurisdiction of the VILLAGE; and

WHEREAS, the VILLAGE has completed a Project Development Report (PDR) for a roundabout at the intersection of Main Street and Cary Road as depicted in the referenced PDR and intends to complete plans, specifications, and estimates; and

WHEREAS, the VILLAGE intends to install or cause to install roadway, drainage, aesthetics, landscaping, lighting, bicycle, pedestrian, gateway signs, resurfacing, storm water facilities, water main, and other features within and outside the COUNTY right-of-way, as part of the PROJECT; and

WHEREAS, the VILLAGE is the lead agency on said PROJECT; and

WHEREAS, the VILLAGE has received ITEP and STP funds that will fund a percentage of the costs associated with the construction of the project, leaving a local match requirement remaining to be funded by the VILLAGE and the COUNTY; and

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

WHEREAS, COUNTY by virtue of the authority as set forth in the County Code (55 ILCS 5/1-1001 *et.seq.*), and VILLAGE 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. The foregoing recitals are hereby incorporated and made part of this agreement as though fully set forth herein.

2. **DIVISION OF RESPONSIBILITIES**

- a. The VILLAGE agrees to make the surveys; perform Phase I engineering; obtain all necessary right-of-way; obtain all necessary permits; prepare plans and specifications; receive bids and award the contract; furnish construction engineering; and cause the PROJECT to be built in accordance with the approved plans, specifications, and contract.
- b. The COUNTY agrees to review the Phase I engineering and plans and specifications and approve such prior to construction and to participate in the funding of the PROJECT.
- c. The COUNTY also agrees to require utilities within its right of way to relocate at no cost to the COUNTY or the VILLAGE to accommodate the PROJECT.

3. MAINTENANCE

- a. It is mutually agreed by and between the parties that the VILLAGE shall maintain and restore at its sole cost and expense all Village utilities, landscaping, retaining walls, sidewalks, Village signs, roadway, lighting, and stormwater systems, for N. Main Street between Cary Road and Riverview Drive, including the roundabout intersection, during and following construction. McHenry County shall retain jurisdiction of the Cary Road leg of the intersection described above.
- b. Upon completion of the PROJECT, the COUNTY will remove snow and perform routine maintenance on the Cary Road leg of the roundabout and along Cary Road. It is understood that in the course of snow removal by either the COUNTY or the VILLAGE, it may be necessary for each agency to utilize the other agency's leg(s) of the roundabout to safely remove snow from the roadway.
- c. Upon completion of the PROJECT, the VILLAGE will remove snow and perform routine maintenance on the N. Main Street and Arrowhead Drive legs, and all sidewalks.
- d. The VILLAGE shall be responsible for energizing all street lighting that is added to N. Main Street and Cary Road rights of way as part of the project.
- e. The COUNTY and the VILLAGE shall be jointly responsible for their share of costs of reconstructing the roundabout in the future, when maintenance is no longer sufficient to keep the intersection in safe and serviceable condition. The County's share of costs will be 25% and the VILLAGE share of costs will be 75%.

4. PERMITTING

- a. The COUNTY will retain sole permitting authority within its right of way along the Cary Road leg of the intersection.
- b. The VILLAGE will retain sole permitting authority within its right of way along the N. Main Street and Arrowhead Drive legs of the INTERSECTION.

- c. As a courtesy, the COUNTY and VILLAGE will provide an opportunity for each party to review permit requests along all legs of the INTERSECTION.

5. **COST PARTICIPATION**

- a. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Table A. As shown in Table A, the COUNTY shall not have any cost participation in the bikeway or Harrison Street portions of the project.
- b. Upon receipt of final invoices, the COUNTY agrees to reimburse the VILLAGE its proportionate share of all cost participation agreed to in Table A provided that such final costs shall not exceed the amounts as shown in Table A.
- c. Any additional State or Federal funding obtained for the PROJECT by the VILLAGE will proportionally reduce both the COUNTY and the VILLAGE share of CONTRACT costs.

6. The COUNTY agrees to indemnify, defend, and hold harmless the VILLAGE, 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.

7. The VILLAGE 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 VILLAGE as provided by Illinois Law.

8. 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 to maintain, operate, improve, construct, re-construct, repair, build, widen, or expand any COUNTY Highway as best determined and provided by law.

9. 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 hereto, or as constituting the VILLAGE (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 VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

10. 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.

11. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein, and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter

hereof.

12. It is mutually agreed by and between the parties hereto 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.

13. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, 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.

14. Any notices required or permitted hereunder shall be sufficiently given if mailed by certified mail, return receipt requested to the parties hereto 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

VILLAGE OF ALGONQUIN
2200 Harnish Drive
Algonquin, IL 60102-5995
Attention: Mr. Tim Schloneger
Village Manager

15. 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.

16. Each Person Signing below on behalf on 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:

VILLAGE OF ALGONQUIN

Jerry Kautz, Clerk
Village of Algonquin

Debbie Sosine, Acting Village President
Village of Algonquin

Date: _____

ATTEST:
Government Center

COUNTY OF McHenry

Joseph J. Tirio, Clerk
McHenry County

Jack Franks, Chairperson
McHenry County Board

Date: _____

Table A: Summary of Cost Participation Main Street/Cary Road Roundabout and Bikeway

Item	Estimated Total Cost	Estimated Fed Share	Estimated Village Share	Estimated County Share
Phase I Engineering*	\$200,000.00	\$0.00	\$150,000.00	\$50,000.00
Right of Way Acquisition*	\$150,000.00	\$0.00	\$113,000.00	\$37,000.00
Phase II Engineering	\$260,000.00	\$0.00	\$195,000.00	\$65,000.00
Main Street/Cary Road Roundabout Intersection Construction	\$3,200,000.00	\$1,500,000.00 **	\$1,275,000.00	\$425,000.00
Main Street/Cary Road Bikeway Construction	\$750,000.00	\$600,000.00 ***	\$150,000.00	\$0.00
Construction Engineering	\$395,000.00	\$0.00	\$296,000.00	\$99,000.00
Roundabout Subtotal	\$4,955,000.00	\$2,100,000.00	\$2,179,000.00	\$676,000.00
Harrison Street Roadway	\$831,000.00	\$0.00	\$831,000.00	\$0.00
Harrison Street Bikeway	\$1,331,000.00	\$597,000.00 ***	\$734,000.00	\$0.00
Harrison Street Subtotal	\$2,162,000.00	\$597,000.00	\$1,565,000.00	\$0.00
Grand Total	\$7,117,000.00	\$2,697,000.00	\$3,744,000.00	\$676,000.00

*Completed and paid for by the Village

**Applying for STP

***ITEP Funding = \$1,196,800

1. Numbers are rounded to the nearest 1000
2. Federal Dollars are maxed out
3. Phase I Cost was adjusted for roundabout only

EXHIBIT A

