

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF McHENRY AND THE ALGONQUIN TOWNSHIP
ROAD DISTRICT FOR EDWARDS ROAD IN THE VENETIAN GARDENS
SUBDIVISION**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of August, 2017, by and between the COUNTY OF McHENRY, a body politic and corporate of 2200 North Seminary Avenue, Woodstock, Illinois 60098 (hereinafter referred to as "COUNTY") and the ALGONQUIN TOWNSHIP ROAD DISTRICT, a unit of local government of 3702 U.S Route 14, Crystal Lake, Illinois (hereinafter referred to as "ROAD DISTRICT").

WHEREAS, on August 2, 2016, the COUNTY approved a resolution creating the Nondedicated Subdivision Road Construction Program;

WHEREAS, said resolution named specific Nondedicated Subdivision Roads (hereinafter referred to as "NSRs") that are to immediately become part of the County Highway System upon approval by the Illinois Department of Transportation (hereinafter referred to as "IDOT") which included Edwards Road from Lagoon Drive to Byrne Drive within the Venetian Gardens Subdivision in the ROAD DISTRICT as depicted on Exhibit A, attached hereto and incorporated herein;

WHEREAS, a bridge in immediate need of repair is located on Edwards Road (hereinafter referred to as the "Edwards Road Bridge");

WHEREAS, on June 19, 2017, the COUNTY's Transportation Committee approved a Letter of Intent which outlined the responsibilities of the COUNTY and the ROAD DISTRICT for eventual improvements to the Edwards Road Bridge so that the jurisdiction of Edwards Road can be transferred from the COUNTY and accepted by the ROAD DISTRICT as required by IDOT;

WHEREAS, the next step in the process of transferring Edwards Road from the COUNTY to the ROAD DISTRICT is to obtain the services of a professional engineering firm to perform design engineering and construction engineering services and to contract with a contractor qualified to construct the improvements to the Edwards Road Bridge;

WHEREAS, it is the parties' intent to complete engineering services and construction in 2017;

WHEREAS, the COUNTY, and the ROAD DISTRICT are authorized by the terms and provisions of Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly;

WHEREAS, Section 5/5-105 of the Illinois Highway Code grants the authority to make changes to the county highway systems by resolution of the county board and subject to the approval of IDOT;

WHEREAS, Section 5/5-105 of the Illinois Highway Code further states that highways removed from the county highway system which do not become part of the State of Illinois highway system shall become part of the township road system;

WHEREAS, Section 5/6-201.3 of the Illinois Highway Code grants the authority to make changes to the township road district system to the highway commissioner; and,

WHEREAS, the transfer of jurisdiction of Edwards Road (including the Edwards Road Bridge) will provide for the ROAD DISTRICT's control and will be beneficial to the residents of both the ROAD DISTRICT and the COUNTY.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein.
2. Lead Agency. The ROAD DISTRICT shall be the lead agency for purposes of this Agreement.
3. Design Engineering Services. The COUNTY and the ROAD DISTRICT agree to have all design engineering services for Edwards Road Bridge performed necessary for Edwards Road to be accepted by the ROAD DISTRICT, including, but not limited to surveying, pavement and soil analysis, stormwater drainage analysis, roadway design, structural design, preparing plans and specifications for contract bidding and utility coordination, subject to the following:
 - a. The ROAD DISTRICT agrees to retain the services of Bollinger Lach & Associates, 333 Pierce Road Suite 200, Itasca, Illinois 60143, an engineering firm prequalified by IDOT;
 - b. The ROAD DISTRICT shall provide copies of all design engineering studies, reports and plans to the COUNTY within fourteen (14) days of receipt for input and recommendations;
 - c. The COUNTY and the ROAD DISTRICT shall meet onsite at Edwards Road with a representative (or representatives) from Venetian Gardens Subdivision and Bollinger Lach & Associates prior to finalization of the design engineering plans; and,
 - d. Final design engineering plans shall be subject to COUNTY approval.
4. Payment for Design Engineering Services. The COUNTY shall pay the actual costs for

the design engineering services, but not to exceed seventy-four thousand five hundred twenty-two dollars and 00/100 (\$74,522.00). The ROAD DISTRICT agrees to pay any costs in excess of the amount stated above. The COUNTY and the ROAD DISTRICT agree that all invoices for design and engineering services shall be paid as follows:

a. The ROAD DISTRICT shall pay invoices received from Bollinger Lach & Associates pursuant to the agreement between them; and,

b. On a monthly basis, the ROAD DISTRICT will invoice the COUNTY for the design engineering services completed by Bollinger Lach & Associates and shall provide a monthly update regarding the progress. Payment shall be due from the COUNTY to ROAD DISTRICT fourteen (14) calendar days from the invoice date

5. Construction Engineering Services. The COUNTY and the ROAD DISTRICT agree to have construction engineering services for the Final Engineering Plans for Edwards Road Bridge performed necessary for Edwards Road to be accepted by the ROAD DISTRICT, including, but not limited to documenting existing conditions, preparing contract documentation, coordinating and attending preconstruction and construction meetings, governmental entity coordination, resident coordination, marking, measuring and documenting contract removal pavement, and observing construction is performed in general conformance with the approved plans and specifications, subject to the following:

a. The ROAD DISTRICT agrees to retain the services of Bollinger Lach & Associates, 333 Pierce Road Suite 200, Itasca, Illinois 60143, an engineering firm prequalified by IDOT; and,

b. The ROAD DISTRICT shall provide copies of the Final Engineering Plans to the COUNTY within fourteen (14) days of receipt for review and approval. The COUNTY shall review and either approve, deny, or provide recommendations to the ROAD DISTRICT for proposed changes to the Final Engineering Plans within twenty-one (21) days of receipt. Any changes to the Final Engineering Plans shall be resubmitted and the same timeline shall apply.

6. Payment for Construction Engineering Services. The COUNTY shall pay the actual costs for the construction engineering services, but not to exceed fifty-four thousand four hundred five dollars and 00/100 (\$54,405.00). The ROAD DISTRICT agrees to pay any costs in excess of the amount stated above. The COUNTY and the ROAD DISTRICT agree that all invoices for construction engineering services shall be paid as follows:

a. The ROAD DISTRICT shall pay invoices received from Bollinger Lach & Associates pursuant to the agreement between them; and,

b. On a monthly basis, the ROAD DISTRICT will invoice the COUNTY for the construction engineering services completed by Bollinger Lach & Associates and shall provide a weekly update regarding the progress. Payment shall be due from COUNTY to ROAD DISTRICT fourteen (14) calendar days from the invoice date.

7. Construction. The COUNTY and the ROAD DISTRICT agree to have the Final Engineering Plans constructed for the Edwards Road Bridge, including, but not limited to reconstructing the approach pavement, bridge replacement, temporary access accommodations during construction, and drainage improvements subject to the following:

a. The ROAD DISTRICT shall solicit bids from IDOT pre-qualified contractors and shall select the lowest responsible bidder.

8. Payment for Construction. The COUNTY and the ROAD DISTRICT agree that the engineering cost estimate is three hundred ninety-three thousand and 00/100 (\$393,000.00). The COUNTY shall pay the actual costs for the construction, but not to exceed three hundred ninety-three thousand and 00/100 (\$393,000.00). The ROAD DISTRICT agrees to pay any costs in excess of the amount stated above. The COUNTY and the ROAD DISTRICT agree that all invoices for construction shall be paid as follows:

a. The ROAD DISTRICT shall pay invoices received from the lowest responsible bidder qualified to perform the construction pursuant to the agreement between them;

b. On a monthly basis, the ROAD DISTRICT will invoice the COUNTY for the construction work completed by the bidder for the Edwards Road Bridge and shall provide a weekly update regarding the progress. Payment shall be due from COUNTY to ROAD DISTRICT fourteen (14) calendar days from the invoice date; and,

c. Any change to the engineering cost estimate for the Edwards Road Bridge exceeding ten percent (10%) of any line item must be approved by the COUNTY prior to performing the revised construction work Said approval by the COUNTY shall not change the maximum amount to be paid by the COUNTY pursuant to this section.

9. Transfers. Following completion of the construction, the COUNTY and the ROAD DISTRICT agree to the following:

a. The ROAD DISTRICT shall authorize and approve Edwards Road from Lagoon Drive to Byrne Drive, including the Edwards Road Bridge, be added to the ROAD DISTRICT's township highway system, accept jurisdiction over Edwards Road from Lagoon Drive and Byrne Drive, including the Edwards Road Bridge, and cooperate in making application to IDOT for approval of the change by completing the Local Agency Agreement for Jurisdictional Transfer, attached hereto as Exhibit B and incorporated herein;

b. The COUNTY shall authorize and approve Edwards Road from Lagoon Drive to Byrne Drive, including the Edwards Road Bridge, be deleted from the COUNTY's highway system, transfer jurisdiction over Edwards Road from Lagoon Drive to Byrne Drive, including the Edwards Road Bridge, to the ROAD DISTRICT, and make application to IDOT for approval of the change by completing the Local Agency Agreement for Jurisdictional Transfer, as set forth on Exhibit B;

10. Indemnification. The COUNTY agrees to indemnify, defend, and hold harmless the ROAD DISTRICT, their elected officials, their 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 negligent actions of the COUNTY. The ROAD DISTRICT agrees to indemnify, defend, and hold harmless the COUNTY, their elected officials, their 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 negligent actions of the ROAD DISTRICT.

11. Notices. All notices required by this Agreement shall be delivered by first class, certified, or registered U.S. Mail to the respective parties at the following address:

If to the County: McHenry County Division of Transportation
 16111 Nelson Road
 Woodstock, Illinois 60098
 Attention: Joseph R. Korpalski, Jr., P.E.
 Director of Transportation/County Engineer

If to the Road District: Algonquin Township Road District
 3702 U.S. Route 14
 Crystal Lake, Illinois 60014
 Attention: Andrew Gasser

12. Parties Independent. 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 as creating or establishing a relationship as partners between the parties hereto, or as constituting the ROAD DISTRICT (including its elected officials, duly appointed officers, agents, employees and representatives) or the COUNTY (including its elected officials, duly appointed officers, agents, employees, and representatives) as agent of the other party for any purpose, or in any manner, whatsoever. The COUNTY and the ROAD DISTRICT are to be and shall remain independent of each other with respect to all services performed under this Agreement.

13. Rights of Third Parties. Nothing herein shall be construed to create any rights or duties to third parties, it being the parties' mutual intent that there be no third party beneficiaries to this Agreement. Any allocation of costs, duties and responsibilities described herein is intended only as an allocation of administrative responsibilities between the COUNTY and the ROAD DISTRICT to facilitate the most economical use of limited public resources and not as an enlargement or diminution of either party's underlying duties or obligations lying in statute or common law.

14. Waiver. Any party's failure to insist upon strict compliance with any provision hereof or its failure to enforce any rights or remedy in any instance shall not constitute or be deemed to be a waiver of any provision, right or remedy.

15. Modification. This Agreement may be modified by mutual agreement, in writing, by the

parties hereto.

16. 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 if 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.

17. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

18. Jurisdiction and Venue. This Agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this Agreement shall be in the 22nd Judicial Circuit Court, McHenry County, Illinois.

19. Authorized Signatory. The parties signing on behalf of the COUNTY and the ROAD DISTRICT represent that they have full and complete authority and are legally authorized to do so.

IN WITNESS WHEREOF, the parties have executed this INTERGOVERNMENTAL AGREEMENT on the dates indicated.

COUNTY OF McHENRY

ATTEST

By: Jack D. Franks
Its: County Board Chairman
Dated: _____

By: Mary McClellan
Its: County Clerk
Dated: _____

ALGONQUIN TOWNSHIP
ROAD DISTRICT

ATTEST

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

EXHIBIT A

DEPICTION OF EDWARDS ROAD BRIDGE

GROUP EXHIBIT B

LOCAL AGENCY AGREEMENT FOR JURISDICTIONAL TRANSFER



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality:
Township/Road District:	Township/Road District: <u>Algonquin</u>
County: <u>McHenry</u>	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Edwards Road Route TR 1218 Length 370 ft (0.070 mi)
Termini From Lagoon Drive to Byrne Drive
_____ in its entirety.

This transfer does does not include Structure No. 056-9917

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval _____ calendar days after _____ .

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Location Map, Aerial, and County Resolution
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Jack D. Franks

Name Andrew Gasser

Title Chairman County Board
Chairman County Board/Mayor/Village President/etc.

Title Algonquin Township Highway Com.
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date