

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF ROMEOVILLE AND THE COUNTY OF WILL FOR MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF RENWICK ROAD (CH 36) AND GAYLORD ROAD IN THE COUNTY OF WILL, COUNTY BOARD DISTRICTS #5, #7, AND #9**

**WHEREAS**, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

**WHEREAS**, the Village of Romeoville is a Municipal Corporation and situated in Will County, (hereinafter referred to as “ROMEOVILLE”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 *et seq.*), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the COUNTY, and ROMEOVILLE, to the end of facilitating mobility of traffic and the safety of the motoring public, are desirous of maintaining an improved, signalized intersection at Renwick Road (County Highway 36) and Gaylord Road, which once brought forth the construction of intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as the “IMPROVEMENT”); and

**WHEREAS**, both the COUNTY, and ROMEOVILLE, to the same end of facilitating mobility of traffic and the safety of the motoring public, hold an additional desire for proposed upgrades to the IMPROVEMENT enabling ITS capabilities, in that the same will be of lasting benefit to County residents and permanent in nature; and

**WHEREAS**, the proposed upgrades enabling ITS capabilities require the installation, maintenance, and operation of a communications network between all signals constructed along the COUNTY’s highway system, resulting in a need to establish a new agreement designating one common entity, the COUNTY, as responsible for maintenance and operation of all signals constructed along the COUNTY’s highway system; and

**WHEREAS**, County Highway 36 (Renwick Road) is under the jurisdiction of the COUNTY; and

**WHEREAS**, the relevant portion of Gaylord Road at this intersection is under the jurisdiction of the City of Joliet;

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and **ROMEDEVILLE** (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the COUNTY’s new responsibility of building and maintaining a communications network linking all signals on highways under the COUNTY’s jurisdiction, including the IMPROVEMENT.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY’s standard maintenance contract and shall invoice **ROMEDEVILLE** for said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to **ROMEDEVILLE** at a total rate of \$155.00 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the increase to **ROMEDEVILLE**.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other “Act of God” and shall invoice the **ROMEDEVILLE** for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. **ROMEDEVILLE** shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice **ROMEDEVILLE** on a semiannual basis. Energy costs invoiced to **ROMEDEVILLE** shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days’ written notice of the increase to **ROMEDEVILLE**.
5. **ROMEDEVILLE** shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of Renwick **Road**.

7. The City of Joliet shall retain jurisdiction of Gaylord Road.
8. JBM Golf Properties shall retain jurisdiction of and access to their private entrance comprising the northern leg of the intersection where Renwick Road meets Gaylord Road.
9. If the State of Illinois adopts any amendment, addition, deletion, or other change to the "ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", **ROMEDEVILLE**, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
10. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
11. This document shall nullify and replace the previous intergovernmental agreement governing the signal at the intersection of **Renwick Road (County Highway 36) and Gaylord Road**.
12. This document shall be the final embodiment of the Agreement by and between the COUNTY and **ROMEDEVILLE**. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and **ROMEDEVILLE**.
13. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
14. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
15. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
16. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer  
Will County Division of Transportation  
16841 West Laraway Road  
Joliet, IL 60433

Will County State's Attorney  
Attention: Civil Division  
57 N. Ottawa Street, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

If to the Village of Romeoville:

Village of Romeoville  
Attention: Chris Drey  
Director of Public Works  
615 Anderson Drive  
Romeoville, IL 60446

Village of Romeoville  
Municipal Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

17. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

**Dated at Joliet, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2023.**

**WILL COUNTY**

**ATTEST**

\_\_\_\_\_  
Will County Executive

\_\_\_\_\_  
Will County Clerk  
(Seal)

**Dated at Romeoville, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

**VILLAGE OF ROMEOVILLE**

**ATTEST**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk