

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
ROMEOVILLE AND DUPAGE TOWNSHIP**

This Agreement (“Agreement”) is made this _____ day of _____, 2026, by and between the Village of Romeoville (the “Village”), an Illinois municipal corporation and unit of local government, and the DuPage Township (the “Township”), an Illinois township and unit of local government.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. permits any powers, privileges or authority exercised or which may be exercised by a unit of local government to be exercised jointly with any other unit of local government; and

WHEREAS, the Township presently exercises jurisdiction over and maintains those portions of Bluff Road located within unincorporated DuPage Township, Will County, Illinois (the “Unincorporated Bluff Road”) as depicted in Exhibit A hereto; and

WHEREAS, the Unincorporated Bluff Road is in close proximity to the corporate limits of the Village; and

WHEREAS, the Unincorporated Bluff Road is in need of reconstruction; and

WHEREAS, the Township has received or is in the immediate future to receive grant funds (the “Grant Funds”) from the State of Illinois for the purpose of defraying engineering costs related to the design and bidding of the reconstruction work necessary for the Unincorporated Bluff Road; and

WHEREAS, the Township does not presently have an established relationship with a professional engineering firm capable of performing the requisite inspectional and engineering services necessary to determine the scope of reconstruction necessary for the Unincorporated Bluff Road and to prepare an estimate of the cost thereof, and accordingly, pursuant to a prior intergovernmental agreement between the Township and the Village dated as of December 3, 2025, the Village retained Robinson Engineering Ltd. (“Robinson”), which serves as the Village’s consulting professional engineering firm, to perform inspectional and engineering services relevant to the determination of the extent of reconstruction work required for Unincorporated Bluff Road (the “Engineering Analysis”); and

WHEREAS, to facilitate the further progress of the reconstruction of Unincorporated Bluff Road, the Village is willing to retain Robinson to perform the engineering services necessary to design and bid the work for the reconstruction of the Unincorporated Bluff Road (the “UBR Design-Bid Work”) on behalf of the Township, and to thereafter be reimbursed by the Township for the cost of the UBR Design-Bid Work, and the Township is willing to accept the UBR Design-Bid Work as performed by Robinson and to reimburse the Village for the cost

thereof, all as more fully hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and the Township hereby agree as follows:

1. Village Retention of Robinson to Perform UBR Design-Bid Work. The Village, within thirty (30) days of the full execution of this agreement by the parties, shall retain Robinson and direct it to prepare the UBR Design-Bid Work, which shall be conducted in accordance with applicable Illinois Department of Transportation guidelines, Village ordinances and sound engineering practice. Village shall take all such steps as may be necessary to ensure that its expenditures on Robinson's performance of the UBR Design-Bid Work will be eligible for reimbursement by Township using the Grant Funds, and to ensure that Robinson keeps the Township reasonably apprised as to the progress of the UBR Design-Bid Work from time to time.

2. Expenses and Reimbursement. Within thirty (30) days after Robinson's completion of the UBR Design-Bid Work and the Village's payment in full of the Robinson invoice(s) for the preparation of the UBR Design-Bid Work, Village shall forward a copy of the UBR Design-Bid Work to the Township together with a copy of the Robinson invoice(s) and documentation of the Village's payment of such invoice(s). Thereafter, the Township shall, within thirty days after the Village's forwarding of copies of the UBR Design-Bid Work, invoice(s) and payment documentation to the Township, reimburse the Village in full for the amount of the Robinson invoice(s) for the preparation of the UBR Design-Bid Work.

3. Transfer of Existing Grant Funds. The parties acknowledge that they have a basis to believe that a transfer of the grant underlying the Grant Funds from the Township to the Village is reasonably possible. In the event that the grant underlying the grant funds is so transferred from the township to the Village, the Village shall utilize the Grant Funds resulting from the grant transfer to continue and complete the performance of the UBR Design-Bid Work in accordance with the provisions of this Agreement, provided, however, that nothing herein shall obligate the Village to ultimately use any of its own funds other than the Grant Funds for such purpose, and in the event that the cost to complete the UBR Design Bid-Work shall exceed the amount of the Grant Funds, the Village shall present the Township with paid Robinson invoices documenting the amount of the excess cost of the UBR Design-Bid Work over the amount of the Grant Funds, and the Township shall thereafter remit the amount of such invoices to the Village within thirty days.

4. Term and Termination. This Agreement shall be in full force and effect for a term of twenty-four (24) months from the date first above named.

5. Indemnification and Insurance. The Township and Village each agree to protect, indemnify, save, defend and hold harmless the other party, as well as such party's officers, officials, volunteers, employees, attorneys, representatives, and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney's fees, which the other party and for which the other party's

C. Severability: If any provisions of this Agreement are held to be invalid, such provisions shall be deemed to be excised therefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, which provisions shall be enforceable to the fullest extent possible.

D. Amendments: The parties agree that this Agreement and all Exhibits attached hereto may be amended only by the mutual consent of the parties by means of the same procedures used to adopt this Agreement and authorize its execution in the first instance.

E. Headings: The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

F. Counterparts: This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

G. Originals: This Agreement may be reproduced by means of carbons, Xerox process or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.

H. Singular and Plural: Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.

I. Waiver: No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.

J. Entire Agreement: Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

M. Remedies:

(i) The parties may, at law or in equity, by suit, action, mandamus or other proceeding, enforce or compel the performance of this Agreement with the prevailing party being entitled to all costs and expenses. No action taken by either party hereto pursuant to the provisions of this section or pursuant to the provisions of any other section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to either party at law or in equity.

(ii) In the event of any breach of or default under this Agreement, the parties shall give prompt written notice of such alleged breach or default and the party receiving such notice shall have thirty (30) days after receipt of such notice to cure such alleged breach or default,

prior to the seeking of any remedy provided for herein, provided, however, that said thirty (30) day period shall be reasonably extended if the defaulting party has initiated the cure of said breach of default and is diligently proceeding therewith.

“Village”

Village of Romeoville

By: _____
John D. Noak
Its President

“Township”

DuPage Township

By: _____
Lori Marschke
Township Supervisor

