

**INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION AND
MAINTENANCE OF LANDSCAPING AT THE NORTHWEST CORNER OF
WEBER ROAD AND NORTH CARILLON DRIVE IN THE COUNTY OF WILL**

WHEREAS, the Village of Romeoville is a Municipal Corporation situated in Will County, (hereinafter referred to as the "VILLAGE") under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the execution of this agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); 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/I 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

WHEREAS, Weber Road (County Highway 88) from the north side of North Carillon Drive to 1,400 feet north of North Carillon Drive is currently under the jurisdiction of the COUNTY;

WHEREAS, the VILLAGE desires to construct and maintain landscaping ("LANDSCAPING IMPROVEMENTS") to beautify the Northwest corner of Weber Road and North Carillon Drive within the right-of-way of Weber Road;

WHEREAS, North Carillon Drive is currently under the jurisdiction of the Carillon homeowner's association, but is not part of the LANDSCAPING IMPROVEMENTS;

WHEREAS, the COUNTY and the VILLAGE have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance of Landscaping Improvements.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the COUNTY and the VILLAGE agree as follows:

1. The above Recitals are substantive and incorporated herein by reference as if fully set forth in this paragraph 1.
2. The VILLAGE shall at its sole expense construct Landscaping Improvements in accordance with plans prepared by the VILLAGE and approved by the COUNTY.

3. The VILLAGE shall at its sole expense be responsible for all future maintenance of the Landscaping Improvements and the existing landscaping along the west side of Weber Road between the multi-use path and the right-of-way line from North Carillon Drive to the north limit of the noise wall (approx. 1,400 feet).

4. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgements, damages or awards arising from this agreement and/or the maintenance of the Landscaping Improvements, including reasonable attorneys' fees and court costs.

5. This document shall be the final embodiment of the Agreement by and between the COUNTY and the VILLAGE. 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.

6. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.

7. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

8. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.

9. Any notices under this Agreement shall be sent as follows:

If to the COUNTY:

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

Will County State's
57 N. Ottawa Street
Joliet, IL 60432

If to the VILLAGE:

Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

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

Dated at Joliet, Illinois, this _____ day of _____, 2025.

ATTEST:

By _____
Will County Clerk

By _____
Will County Executive

(Seal)

Dated at Romeoville, Illinois, this _____ day of _____, 2025.

ATTEST:

ATTEST:

By _____
Village Clerk
Romeoville

By _____
Mayor of the Village of

(Seal)