

INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION OF TRAFFIC
SIGNALS AT THE INTERSECTION OF RENWICK ROAD (CH 36) AND
PINNACLE DRIVE IN THE COUNTY OF WILL

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 in the exercise of 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 into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY, and ROMEOVILLE, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving the intersection of County Highway 36 (Renwick Road) and Pinnacle Drive with the installation of traffic signals, Illuminated Street Name Signs, and other appurtenant work (hereinafter referred to as “IMPROVEMENT”),

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

WHEREAS, Pinnacle Drive at this intersection is under the jurisdiction of ROMEOVILLE;

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

1. All PARTIES agree that the IMPROVEMENT shall be constructed under County Permit and in accordance with the plans approved by WCDOT. A copy of the plans are attached hereto and incorporated herein.
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 ROMEOVILLE for said routine maintenance costs on a monthly basis. Routine maintenance shall initially be invoiced to the ROMEOVILLE at a total rate of \$150.00 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 the ROMEOVILLE.

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 ROMEOVILLE 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. ROMEOVILLE shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice ROMEOVILLE on a monthly basis. Energy costs invoiced to ROMEOVILLE 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 ROMEOVILLE.
5. ROMEOVILLE shall at its sole expense be responsible for the future maintenance of the emergency vehicle preemption system to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of Renwick Road.
7. ROMEOVILLE shall retain jurisdiction of Pinnacle Drive.
8. 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", ROMEOVILLE, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall be the final embodiment of the Agreement by and between the COUNTY and ROMEOVILLE. 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 ROMEOVILLE.

11. 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.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
13. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
14. 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, 5th Floor
 Joliet, Illinois 60432

If to Romeoville:

Village of Romeoville
 Attention: Village Engineer
 1050 West Romeo Road
 Romeoville, IL 60446

 Village Attorney

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

15. 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 _____, 2021.

WILL COUNTY

ATTEST

 Will County Executive

 Will County Clerk

(Seal)

Dated at Romeoville, Illinois, this ____ day of _____, 2021.

VILLAGE OF ROMEOVILLE

ATTEST

Mayor

Village Clerk