

**INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED
IMPROVEMENT OF WEBER ROAD FROM SOUTH OF NORMANTOWN
ROAD TO 119TH STREET IN THE COUNTY OF WILL**

WHEREAS, the Village of Romeoville is a Municipal Corporation situated in Will County, (hereinafter referred to as "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 exercise 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 220/1 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, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of improving Weber Road (County Highway 88) from south of Normantown Road to 119th Street. The improvement provides for roadway widening, a new diverging diamond interchange at I-55, additional turn lanes, upgraded street lighting, modernization of the traffic signals, pedestrian facilities and landscaping. The improvement will be constructed as County Section: 14-00170-33-RP and IDOT Contract Number 60X10.

WHEREAS, Weber Road (County Highway 88) from south of Normantown Road to 119th Street is currently under the jurisdiction of the COUNTY;

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 and cost of the Concrete Sidewalk, Street Lighting and Landscaping .

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and VILLAGE agree as follows:

1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.

2. The COUNTY shall construct at the VILLAGE'S expense; Concrete Sidewalk, Street Lighting and Landscaping in accordance with COUNTY and VILLAGE Specifications.
3. The VILLAGE shall at its sole expense be responsible for all future costs and maintenance of the Concrete Sidewalk, Street Lighting and Landscaping, including but not limited to energy costs and other utilities.
4. The COUNTY shall construct at the COUNTY'S expense the center medians along Weber with barrier curb and gutter, backfill with 4 inches of topsoil, seed and blanket. Future landscaping in the center medians will require approval of the plans and specifications by the COUNTY.
5. The VILLAGE shall at its sole expense be responsible for the future maintenance of the landscape median.
6. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages or awards arising from this agreement and/or the maintenance or use of said Concrete Sidewalk, Street Lighting and Landscaping, including reasonable attorneys' fees and court costs.
7. All parties agree that the VILLAGE shall retain and be responsible for energy costs of the Street Lighting.
8. Upon award of the contract for the improvement, the COUNTY will invoice the Village for 90% (approximately \$178,789.50) of the amount of the estimated Village's share of the construction costs for the improvement as outlined in Exhibit "A". Upon completion of the improvement and final acceptance by the VILLAGE and the Will County Division of Transportation, the Village and the COUNTY will agree on each agency's final share of the costs for the improvement based on the final actual costs.
9. This document shall be the final embodiment of the Agreement by and between the COUNTY and 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 and upon the necessary and proper approvals of the COUNTY and the VILLAGE.
10. 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.

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

12. 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.

13. 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, Illinois 60433

Will County State's Attorney
121 North Chicago Street
Joliet, Illinois 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 _____, 2017.

ATTEST:

By _____
Will County Clerk

By _____
Will County Executive

(Seal)

Dated at Romeoville, Illinois, this ____ day of _____, 2017.

ATTEST:

By _____
Village Clerk

Mayor of the Village of Romeoville

(Seal)

EXHIBIT A

Contract 60X10 Romeoville Cost Share in Will County Jurisdiction, 1/10/2017					
Item No.	Construction Type	Responsibility	Construction Cost	Cost Participation	Total Cost
1	Sidewalk (Including Removals and Proposed)	Village of Romeoville	\$43,328.00	100%	\$43,328.00
2	Proposed Plant Material (Trees/Shrubs/Vines)	Village of Romeoville	\$6,650.00	100%	\$6,650.00
3	Roadway Lighting (Including Removals, Temporary & Proposed)	Village of Romeoville	\$148,677.00	100%	\$148,677.00
Total Cost					\$198,655.00