

# EXHIBIT A

## **INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF WEBER ROAD (CH 88) AND RANDICH ROAD 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 City of Crest Hill is a Municipal Corporation and situated in Will County, (hereinafter referred to as “CREST HILL”) 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 into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, the COUNTY and CREST HILL, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to continue the maintenance of an improved, signalized intersection at Weber Road (County Highway 88) and Randich Road, which improvement was previously authorized by the COUNTY and CREST HILL through an Intergovernmental Agreement dated January 10, 2005, which Intergovernmental Agreement brought forth the construction of intersection improvements consisting of the traffic signal, emergency vehicle preemption, and other appurtenances (hereinafter referred to as the “IMPROVEMENT”); and

**WHEREAS**, CREST HILL desires to continue maintenance of the existing emergency vehicle preemption system installed at the intersection of Weber Road (County Highway 88) and Randich Road as part of the IMPROVEMENT; and

**WHEREAS**, the previous Intergovernmental Agreement, dated January 10, 2025, which included responsibilities governing the maintenance of the IMPROVEMENT, was set to expire on January 20, 2025, thereby necessitating action to establish a new Intergovernmental Agreement between the COUNTY and CREST HILL governing the maintenance of the IMPROVEMENT; and

**WHEREAS**, Weber Road (County Highway 88) is under the jurisdiction of the COUNTY; and

**WHEREAS**, Randich Road, formerly known as Longmeadow Drive, is under the jurisdiction of CREST HILL;

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and CREST HILL (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 that the upcoming expiration of the January 10, 2005 Intergovernmental Agreement necessitates the execution of a new Intergovernmental Agreement.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENT in accordance with COUNTY'S standard maintenance contract, and CREST HILL shall be responsible for payment to the COUNTY for said routine maintenance costs, which shall be invoiced by the COUNTY to CREST HILL on a semiannual basis. Invoices to CREST HILL for routine maintenance shall initially be invoiced at a total rate of \$170.55 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 CREST HILL.
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 CREST HILL 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 any viable insurance claims.
4. CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL 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 CREST HILL.
5. CREST HILL shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of Weber Road.
7. CREST HILL shall retain jurisdiction of Randich Road.

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", CREST HILL, 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 CREST HILL. No oral changes or modifications for this Agreement shall be permitted or allowed. Except for written changes to the identity of Party Representatives to receive Notice pursuant to Paragraph 14, changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of the COUNTY and CREST HILL.
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, 5<sup>th</sup> Floor  
Joliet, Illinois 60432

If to CREST HILL:

City of Crest Hill  
Director of Public Works  
2090 Oakland Avenue  
Crest Hill, IL 60403

City Administrator  
20600 City Center Blvd.  
Crest Hill, IL 60403

With a Copy to:  
(continues on next page)

With a Copy to:  
City Attorney  
Spesia & Taylor  
1415 Black Road  
Joliet, IL 60435

The PARTIES agree that each shall be responsible to notify the other in writing of any changes to the requirements for notification procedures, be they changes to the list of parties requiring notification or changes to the means by which notifications are made.

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 \_\_\_\_\_, 202\_\_.**

**WILL COUNTY**

**ATTEST**

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

\_\_\_\_\_  
Will County Clerk

(Seal)

**Dated at \_\_\_\_\_, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.**

**CITY OF CREST HILL**

**ATTEST**

\_\_\_\_\_  
Mayor

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