

**INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION,  
MAINTENANCE AND OTHER COSTS OF ILLUMINATED STREET NAME  
SIGNS AT THE INTERSECTIONS ALONG WEBER ROAD AT VARIOUS  
LOCATIONS IN THE COUNTY OF WILL**

**WHEREAS**, the City of Crest Hill (hereinafter referred to as “CITY”) is a Municipal Corporation situated in Will County, 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**, CITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act 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 CITY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of installing Illuminated Street Name Signs at the intersections along Weber Rd. at Root Street, at Division St, and at Randich Road; and

**WHEREAS**, Weber Road (County Highway 88) from Lily Cache Lane extending south to Route 30 is currently under the jurisdiction of the COUNTY; and

**WHEREAS**, Root Street is currently under the jurisdiction of the CITY; and

**WHEREAS**, Division Street is currently under the jurisdiction of the CITY; and

**WHEREAS**, Randich Road is currently under the jurisdiction of the CITY; and

**WHEREAS**, the COUNTY and the CITY have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Illuminated Street Name Signs.

**NOW THEREFORE**, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and CITY 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 and CITY agree that the Illuminated Street Name Signs shall be installed by CITY at its sole cost and expense under permit with the COUNTY.
3. The CITY shall be solely responsible for all future costs and maintenance of the Illuminated Street Name Signs, including but not limited to energy costs and relocation costs of any nature.
4. The parties agree that any previous agreements outlining the responsibilities for energy costs of the traffic signals at any of the intersections shall remain in effect and shall not be altered in any way by this Agreement.
5. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer, to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand County Highways as best determined by the COUNTY and as provided by law.
6. The CITY agrees to promptly remove, or cause to be removed, at no expense to the COUNTY, the Illuminated Street Name Signs upon receipt of ninety (90) day written notification from the COUNTY's County Engineer, at any time and for any reason.
7. The CITY 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 Illuminated Street Name Signs including reasonable attorneys' fees and court costs, except for liability, actions, claims, judgments, damages or awards resulting from the negligence or willful misconduct of the COUNTY.
8. That nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees and agents) as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.
9. That each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically

enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

10. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
11. This document shall be the final embodiment of THIS AGREEMENT by and between the COUNTY and CITY. 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 CITY.
12. 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.
13. THIS AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
14. Venue for enforcement of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
15. 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 CITY:

City Administrator  
1610 Plainfield Rd  
Crest Hill, IL 60403

16. The PARTIES agree that each shall be responsible to notify the other of any changes of address for purposes of notification.
17. 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 \_\_\_\_\_, 2022.**

**WILL COUNTY**

**By: \_\_\_\_\_**  
**Will County Executive**

**ATTEST:**

**By: \_\_\_\_\_**  
**Will County Clerk** (Seal)

**Dated at Crest Hill, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2022.**

**CITY OF CREST HILL**

**By: \_\_\_\_\_**  
**Mayor Raymond Soliman**

**ATTEST:**

**By: \_\_\_\_\_**  
**Christine Vershay-Hall** (Seal)  
**City Clerk**