

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE ENGINEERING SERVICES AND CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTION OF 95TH STREET AND KNOCH KNOLLS ROAD IN THE COUNTY OF WILL

WHEREAS, the City of Naperville is a Municipal Corporation and home rule unit of local government situated in DuPage and Will Counties, (hereinafter referred to as “NAPERVILLE”) 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, 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, NAPERVILLE 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 COUNTY and NAPERVILLE, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving the existing intersection of County Highway 89 (95th Street) and Knoch Knolls Road with the installation of traffic signals, pedestrian heads, and other appurtenant work (hereinafter referred to as “IMPROVEMENT”),

WHEREAS, County Highway 89 (95th Street) at this intersection is under the jurisdiction of the COUNTY;

WHEREAS, Knoch Knolls at this intersection is under the jurisdiction of NAPERVILLE;

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

1. The IMPROVEMENT shall be constructed by NAPERVILLE in accordance with the plans prepared by NAPERVILLE and permitted by the COUNTY.

2. NAPERVILLE will pay 100% for design engineering, construction engineering, and construction costs for the IMPROVEMENT.
3. NAPERVILLE shall be responsible for all future repair, maintenance, and operation of the IMPROVEMENT, and the costs thereof. NAPERVILLE shall also be responsible for all future energy costs necessary for operation of the IMPROVEMENT.
4. The COUNTY shall retain the right to control the sequence and timing of the traffic signals. NAPERVILLE shall notify the COUNTY in the event that it believes that the sequence or timing of the traffic signals is incorrect. If the COUNTY agrees to change the sequence and timing of the traffic signals, NAPERVILLE shall be responsible for making any approved changes to the sequence or timing of the traffic signals. Signal timing shall be in compliance with the applicable provisions within the "THE FEDERAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" and "THE ILLINOIS SUPPLEMENT", as amended from time to time.
5. The COUNTY shall retain jurisdiction of 95th Street.
6. NAPERVILLE shall retain jurisdiction of Knoch Knolls Road.
7. 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", NAPERVILLE, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.
8. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
9. This document shall be the final embodiment of the Agreement by and between the COUNTY and NAPERVILLE. 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 NAPERVILLE.
10. 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.
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.
13. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Department of Highways
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 Naperville:

City of Naperville
Attention: City Engineer
400 South Eagle Street
Naperville, IL 60540

City of Naperville Legal Department
Attention: City Attorney
400 South Eagle Street
Naperville, IL 60540

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

14. 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 _____, 2018.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at Naperville, Illinois, this ____ day of _____, 2018.

CITY OF NAPERVILLE

ATTEST

Steve Chirico
Mayor

Pam Gallahue, Ph.D.
City Clerk

(Seal)