

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND YORK TOWNSHIP HIGHWAY DEPARTMENT
FOR 2025 YORK TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION NO. 25-09000-01-RS**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2025, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and York Township Highway Department, the road district of York Township, located at 1502 S. Meyer Road, Lombard, IL 60148, in the County of DuPage, (hereinafter referred to as the "TOWNSHIP"). The COUNTY and the TOWNSHIP are hereinafter sometimes individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the TOWNSHIP are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and by the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to enter into agreements with each other; and

WHEREAS, the COUNTY is required to hold on deposit Township Motor Fuel Tax Funds and when authorized by the TOWNSHIP with the approval of the Illinois Department of Transportation (IDOT), enter into contracts for improvements to township roads using said Township Motor Fuel Tax Funds; and

WHEREAS, the estimated cost of consultant services for design and construction support (hereinafter "PROJECT"), for the TOWNSHIP's 2025 Road Maintenance Program, Section No. 25-09000-01-RS, is \$64,223.00; and

WHEREAS, the COUNTY is holding on deposit \$64,223.00 in TOWNSHIP Motor Fuel Tax Funds which have been authorized by IDOT for use on the PROJECT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the COUNTY and the TOWNSHIP do hereby mutually covenant, promise and agree as follows:

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
2. The PROJECT scope is for design and construction support services for the TOWNSHIP road improvements including roadway paving, striping, restoration work, punch list and project close out.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP Motor Fuel Tax Funds (\$64,223.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP further agrees to provide the COUNTY with any additional funds necessary to pay for the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP agrees to be the lead agency for the PROJECT and for the construction of the 2025 TOWNSHIP Road Maintenance Program and will be responsible for monitoring and inspecting the work of the contractor, ordering any required material testing, project documentation and close-out and processing of contractor pay estimates all in accordance with Motor Fuel Tax procedures.

BE IT FURTHER RESOLVED that this AGREEMENT shall become effective on the day on which both parties hereto have executed this document.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have each caused this AGREEMENT to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2025 at Wheaton, Illinois.

Deborah A. Conroy
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

YORK TOWNSHIP

Signed this _____ day of _____, 2025 at Lombard, Illinois.

Signature on file

Richard Schroeder,
Highway Commissioner, York Township

Signature on file

ATTEST:

Anthony Cuzzone, Township Clerk

