

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DuPAGE
and DOWNERS GROVE ROAD DISTRICT
for DOWNERS GROVE TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION NO. 25-03128-01-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 Downers Grove Township Highway Department, the road district of Downers Grove Township in the County of DuPage, State of Illinois (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."

RECITALS

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 (hereinafter "MFT") 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 MFT Funds; and

WHEREAS, the COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2025 Road Maintenance Program, Section No. 25-03128-00-RS (hereinafter "PROJECT") setting forth the terms, conditions and specifications (a copy of which is incorporated herein by reference); and

WHEREAS, the estimated construction cost of said PROJECT is \$1,149,817.38; and

WHEREAS, the COUNTY is holding on deposit \$300,000.00 in TOWNSHIP MFT 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 COUNTY agrees to advertise, let, award and finance the construction of the PROJECT utilizing TOWNSHIP funds.
3. The COUNTY agrees to pay the PROJECT costs with authorized TOWNSHIP MFT Funds (\$300,000.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide to the COUNTY the additional funds necessary (\$850,000.00) to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
5. The TOWNSHIP further agrees to be the lead agency for design and construction engineering 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 MFT funding 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 left intentionally 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, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

DOWNERS GROVE TOWNSHIP ROAD DISTRICT

Signed this _____ day of _____, 2025 at Downers Grove, Illinois.

Tom Chlystek, Highway Commissioner
Downers Grove Township Highway Department

ATTEST:

Mandy Roudebush, Township Clerk