

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND WAYNE TOWNSHIP ROAD DISTRICT
FOR WAYNE TOWNSHIP ROAD MAINTENANCE PROGRAM
SECTION NO. 23-07000-01-GM**

This Intergovernmental Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2023, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and Wayne Township Road District, the road district of Wayne 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."

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 COUNTY will, on behalf of the TOWNSHIP, publish a contract proposal for the TOWNSHIP's 2023 Road Maintenance Program, Section No. 23-07000-01-GM (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 \$1,019,915.00; and

WHEREAS, the COUNTY is holding on deposit \$500,000.00 in TOWNSHIP Motor Fuel Tax Funds which have been authorized by IDOT for use on the PROJECT; and

WHEREAS, it is necessary for the COUNTY to pay the balance of the PROJECT cost with additional funds received from the TOWNSHIP.

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 a portion of the PROJECT costs with authorized TOWNSHIP Motor Fuel Tax Funds (\$500,000.00) currently held on deposit with the COUNTY.
4. The TOWNSHIP agrees to provide the additional funds (\$519,915.00) to the COUNTY, within thirty (30) days of receipt of an invoice from the COUNTY, to be deposited in the "Township Projects Reimbursement Fund" to pay the balance of PROJECT costs with the approval of the Wayne Township Highway Commissioner for expenses incurred under said PROJECT. The COUNTY will not award a contract for the PROJECT until said funds are available for disbursement in the COUNTY's "Township Projects Reimbursement Fund." The final PROJECT costs will be based upon receipt of documentation of the final construction costs and quantities.
5. The TOWNSHIP further agrees to provide to the COUNTY any additional funds necessary to pay for the construction of the PROJECT if the initial amount proves to be insufficient.
6. The TOWNSHIP 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 Motor Fuel Tax procedures.
7. The COUNTY agrees that upon completion of the PROJECT, if there are available unspent monies in the Township Projects Reimbursement Fund for the PROJECT, to reimburse the TOWNSHIP the balance upon receipt of an invoice from the TOWNSHIP.

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

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 DuPAGE

Signed this _____ day of _____, 2023 at Wheaton, Illinois.

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

WAYNE TOWNSHIP ROAD DISTRICT

Signed this 9th day of May, 2023, at Wayne, Illinois.

Signature on File

Martin McManamon, Highway Commissioner
Wayne Township Road District

Signature on File

ATTEST:

Brandi Ramundo, Township Clerk