INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF THE REPAIR OF STRUCTURE 052-4125 CARRYING TR 16 (N.4753rd ROAD/SLANT ROAD) OVER BIG BUREAU CREEK NEAR SUBLETTE, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("*the Agreement*") is entered into by and between the County of Lee, a unit of local government of the State of Illinois ("*Lee County*") and the County of LaSalle, a unit of local government of the State of Illinois ("*LaSalle County*").

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10 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 may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, LaSalle County and Lee County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Structure No. 052-4125 is a county line bridge near Sublette, Illinois that crosses Big Bureau Creek and is in need of repair ("the *Bridge*"). Lee County's section number for the Bridge repair project 24-05145-00-BR and LaSalle County's section number for the Bridge repair project is 24-00868-00-BR. Pursuant to 605 ILCS 5/5-502 or 605 ILCS 5/5-503, said Bridge is within the jurisdiction of both Lee County and LaSalle County and as such, these government bodies may jointly fund and repair the bridge as they deem necessary; and

WHEREAS, Lee County and LaSalle County have determined the required repair, which the Counties desire to coordinate and fund in cooperation with each other and it has been determined that LaSalle County shall handle all facets of the bidding and contracting process for the herein described project (the "*Project*"), for which Lee County shall reimburse LaSalle County for 22.85% of the final Project costs; and

WHEREAS, the estimated Project costs are as follows:

Preliminary Engineering	$85,000.00
Construction	$600,000.00
Construction Engineering (8%)	$48,000.00
	$733,000.00

Preliminary Engineering has been provided by LaSalle County. Construction Engineering will be computed based on 8% of the final contract cost; Construction contract costs will be computed based on contract quantities and bid prices.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

Section 1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this Section 1.

Section 2. LaSalle County's responsibilities are as follows:

a. LaSalle County will prepare or cause to be prepared project plans, specifications and bid documents for the Bridge repairs and provide copies of same to Lee County for review and approval.

b. LaSalle County will advertise and award a contract for the necessary Bridge repairs and LaSalle County will be responsible for supervising the completion of the Project by the contractor retained by them.

c. LaSalle County shall initially fund the Project costs for work on the subject Bridge, with the understanding that they will be reimbursed by Lee County for 22.85% of the final Project cost upon completion.

d. LaSalle County will ensure that the Project complies with the rules and regulations directed by the Illinois Department of Transportation ("*IDOT*"), Federal Highway Bridge Program and all other applicable local ordinances, state and federal laws.

e. LaSalle County will comply with all competitive bidding and selection requirements necessary for completion of the Project pursuant to applicable state and federal laws.

f. Upon Project completion, LaSalle County shall provide Lee County with an invoice for the total amount of final Project costs paid by LaSalle County with a computation of 22.85% of final Project costs balance ("Lee County Project Costs") to be repaid by Lee County.

g. LaSalle County shall provide Lee County with the final project pay estimate, change in plans and lien waivers from the contractor, subcontractors and material suppliers.

h. LaSalle County shall release the completed project to Brooklyn Township's jurisdiction and maintenance.

Section 3. Lee County agrees to the following:

a. Lee County shall appropriate funds to pay for the Lee County Project Costs.

b. Lee County will concur in the award of the Project to the qualified low bidder.

c. Lee County agrees to the implementation of the Project by LaSalle County.

d. Lee County agrees to reimburse LaSalle County the entire Lee County Project Costs after receipt of an invoice for same and approval for payment through routine processing by their Highway Committee at their next scheduled meeting following receipt.

Section 4. General Terms & Conditions:

a. The failure of the LaSalle County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by LaSalle County hereunder. Further, in the event LaSalle County shall fail to timely make a scheduled payment, which LaSalle County is required to perform under this Agreement, Lee County shall notify LaSalle County in writing and allow LaSalle County thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, Lee County will consider LaSalle County to be in Default under this Agreement. Upon the occurrence of a Default, Lee County may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. LaSalle County further agrees to reimburse Lee County for all attorneys' fees and costs incurred by Lee County related to Lee County's enforcement of this Agreement.

b. The failure of the Lee County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by Lee County hereunder. Further, in the event Lee County shall fail to timely make a scheduled payment, which Lee County is required to perform under this Agreement, LaSalle County shall notify Lee County in writing and allow Lee County thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, LaSalle County will consider Lee County to be in Default under this Agreement. Upon the occurrence of a Default, LaSalle County may, by an action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. Lee County further agrees to reimburse LaSalle County for all attorneys' fees and costs incurred by LaSalle County related to LaSalle County's enforcement of this Agreement.

c. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

d. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to Lee County:	Lee County Engineer Lee County Highway Dept. 1629 Lee Center Road Amboy, Illinois 61310
with copy to:	Lee County State's Attorney 112 E. Second Street Dixon, Illinois 61021
If to LaSalle County:	LaSalle County Engineer Highway Department, County LaSalle P.O. Box 128 Ottawa, Illinois 61350
with copy to:	LaSalle County State's Attorney 707 Etna Road Ottawa, Illinois 61350

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time.

e. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of LaSalle County, Illinois, Thirteenth Judicial Circuit, State of Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parities, and if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be impaired thereby.

f. LaSalle County and Lee County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment shall be deemed as an accord and satisfaction and LaSalle County may accept such payment without prejudice to its rights to recover the balance of Lee County Project Costs still owed.

g. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

h. This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

i. Nothing contained in this Agreement, nor any act of Lee County or LaSalle County pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Lee County and LaSalle County.

j. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extend not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

k. Nothing in this Agreement shall be inferred to, or obligate, either party to have a duty to provide the other with insurance for the subject Bridge repairs or otherwise indemnify and hold harmless the other in connection with the use, enjoyment, ownership, maintenance, repair or replacement of the subject Bridge.

l. Nothing in the agreement shall be construed as to change the jurisdiction of either Lee County or LaSalle County in respect to their roadway and/or bridge improvements, and their ongoing jurisdictional duties in respect to the roadways and bridges themselves.

m. The Term of Agreement shall commence as of the Agreement Date and shall expire upon final repayment of the Lee County Project Costs except as otherwise specified herein.

n. This intergovernmental agreement was approved by action of the LaSalle County Board on JULY 11, 2024 and by action of the Lee County Board on _____.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of Lee, a unit of local Government, of the State of Illinois

By: _____
Chair, Lee County Board

Date: _____

ATTEST:

By: _____
Lee County Clerk

County of LaSalle, a unit of local Government, of the State of Illinois

By: Donald E Jensen
Chair, LaSalle County Board

Date: 7/11/24

ATTEST:

By: Jennifer Ebner
LaSalle County Clerk