

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN THE VILLAGE OF CARPENTERSVILLE AND THE FOREST PRESERVE DISTRICT OF KANE COUNTY REGARDING THE REALIGNMENT AND CROSSING OF THE MULTI-USE PATH ALONG WASHINGTON STREET**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation, Kane County, Illinois (hereinafter referred to as the “Village”), and the FOREST PRESERVE DISTRICT OF KANE COUNTY, a unit of local government organized under the Illinois Constitution and Illinois law (hereinafter referred to as the “District”) and collectively as “Parties”..

**WHEREAS**, the Village is an Illinois home rule municipality organized and operating under the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the District is a duly authorized unit of local government organized and operating under the Illinois Constitution of 1970 and the Downstate Forest Preserve District Act, 70 ILCS 805/0.01 *et seq.*; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to 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 ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any powers, privileges, or authority which may be exercised by a unit of local government individually may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, the Village, through its consultant HR Green, has prepared easement documents related to the realignment of the multi-use path and path crossing located along Washington Street and adjacent to the Village’s Riverfront Park, which easements are incorporated herein as Exhibit A; and

**WHEREAS**, the parties desire to enter into this Agreement to establish their respective obligations with respect to access rights, maintenance responsibilities, and construction standards relating to the multi-use path improvements.

**NOW, THEREFORE**, for and in consideration of the mutual promises contained herein, and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the Restrictions, the District hereby grants a perpetual, irrevocable, non-exclusive Easement, Permanent and Temporary Easements to the Village to

construct and maintain a multi-use path as shown on Exhibits A and B. In exchange for the foregoing, Village agrees to fund and coordinate the construction of the multi-use path in accordance with all reasonable and applicable best practices and in compliance with applicable laws.

2. The District accepts a permanent easement for ingress/egress/maintenance, west of Washington Street to accommodate the Fox River Trail realignment, as shown on Exhibits A and B.
3. This Intergovernmental Agreement shall commence upon execution hereof by both parties and shall continue in perpetuity.

**SECTION 1. RECITALS.** The recitals set forth above are incorporated herein and made a part of this Agreement as though fully set forth.

**SECTION 2. CONSTRUCTION STANDARDS.** All work shall be performed in accordance with the Village of Carpentersville's standard specifications, including but not limited to:

- Construction Methods and materials set forth in sections 12.08.160, 12.08.170, and 12.08.180, 12.08.190 and 12.08.200 of the Carpentersville Village Code.
- Verification of utility service locations prior to construction.
- Field verification of existing utilities prior to ordering supplies or commencing work.
- Coordination with and payment of fees/costs to all involved utility companies.
- Compliance with applicable Village permit requirements, including notice at least one (1) week prior to construction within public rights-of-way or easements, or any connection to public sewers or streets.
- Concrete curb shall be 18" (B6.12) curb and gutter unless otherwise noted.
- It is agreed that the multi-use path shall be completed in a good and workmanlike manner and shall conform to the standards of the American Association of State Highway and Transportation Officials ("AASHTO") and the latest Americans with Disabilities Act ("ADA") requirements for bicycle and pedestrian paths.

**SECTION 3. MAINTENANCE OBLIGATIONS.** The parties' respective obligations for the maintenance of the multi-use path, crossing, and associated facilities shall be as set forth below and in Exhibit A, which is incorporated herein by reference.

1. The Village agrees to maintain in perpetuity, the landscape area on both sides of the Fox River Trail between the existing Washington Street R.O.W. and the southern pedestrian bridge abutment as shown on Exhibit A;

2. The Village agrees to inspect and maintain all Plain Cement Concrete (PCC) sidewalks, aprons, approaches, and for all signage, sidewalks and crosswalks within the area, in perpetuity.
3. The district will resume inspection and maintenance of the asphalt (HMA) multi-use path once construction by the Village is complete, and all mowing and landscape requirements along the Fox River Trail east of Washington Street and west of the southern pedestrian bridge abutment.

**SECTION 4. ACCESS RIGHTS.** The parties agree that necessary access rights for construction, inspection, repair, and maintenance shall be as set forth in Exhibit A.

**SECTION 5. INSURANCE REQUIREMENTS.** The Village shall require any contractor selected to undertake the Work to enter into a contract containing the following provisions:

- The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder.
- The Village of Carpentersville and the Forest Preserve District of Kane County shall be listed as additional insureds on all policies of the Contractor.
- Insurance shall be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- The Contractor's insurance shall be primary and non-contributory with respect to the Village and the District.
- The Contractor shall agree to defend and indemnify the Village of Carpentersville and the Forest Preserve District of Kane County for any acts or omissions of the Contractor.

**SECTION 6. MINIMUM INSURANCE LIMITS:** Commercial General Liability (occurrence basis):

- General Aggregate: \$2,000,000
- Bodily Injury & Property Damage: \$1,000,000 per occurrence
- Products/Completed Operations: maintained for 5 years following final payment
- Workers' Compensation and Employer's Liability: Statutory limits for Workers' Compensation
- Employer's Liability: \$1,000,000 each occurrence / each accident / each disease
- Waiver of subrogation in favor of the Village and the District

- Business Auto Liability: \$1,000,000 combined single limit, covering owned, non-owned, and hired vehicles.

**SECTION 7.** Certificates of insurance and ISO additional insured endorsements (CG 2010 or CG 2026) shall be furnished to the Village and the District prior to commencement of Work.

**SECTION 8. INDEMNIFICATION.** To the fullest extent permitted by law, each Party agrees to be responsible for its own actions and omissions, including the actions of its officers, agents, contractors, and subcontractors, and to fully indemnify and hold harmless the other for its actions or omissions. Neither Party waives, releases, or otherwise compromises, by these indemnity provisions, any defenses, or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1, et seq.) or otherwise available to it, or to the other Party, under statutory, regulatory, or common law.

**SECTION 9-PERFORMANCE AND PAYMENT BOND.** The parties shall require the Contractor to obtain a performance and payment bond and a labor and material bond to ensure completion of the Work, naming both the Village and District as dual obliges.

**SECTION 10-SEVERABILITY.** If any section, clause, or provision of this Agreement shall be adjudged void or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

**SECTION 11-APPROVAL.** The Village and the District shall each adopt an ordinance or resolution approving this Agreement and authorizing the appropriate officers to execute it. Upon execution, each clerk shall forward a certified copy of the authorizing ordinance/resolution and the fully executed Agreement to the other party.

**SECTION 12-DISPUTE RESOLUTION:** The Parties shall work cooperatively to address and resolve any review comments and objections, or disputes that arise in carrying out the terms of the Agreement. Notices required to be delivered by either Party pursuant to this Agreement shall be delivered as indicated in Paragraph 13 of this Agreement.

**SECTION 13-NOTICE:** Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given:

- a. When delivered personally to the individual designated below; or
- b. On the first (1st) business day after sent by email, addressed as follows:

**TO VILLAGE OF CARPENTERSVILLE:**

Contact: Brad Stewart, Village Manager  
Address: 1200 LW Besinger Dr., Carpentersville, IL 60110  
Phone: 224-293-1600  
E-mail: bstewart@cville.org

**TO THE FOREST PRESERVE DISTRICT OF KANE COUNTY:**

Contact: Benjamin Haberthur, Executive Director  
Address: 1996 South Kirk Road, Suite 320, Geneva, IL 60134  
Phone: 630-208-8661  
E-mail: haberthurben@kaneforest.com

**SECTION 14-SEVERABILITY:** In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the Parties agree that the remaining portions of this Agreement shall remain in full force and effect.

**SECTION 15-ASSIGNMENT:** This Agreement shall inure to the benefit of, and bind the Parties hereto, and their respective legal representatives, successors and assigns. This Agreement shall not be construed as a lease, easement or any other interest running with the land.

**SECTION 16-GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the County of Kane. In the event of litigation, venue shall lie exclusively in the 16th Judicial Circuit Court of the State of Illinois.

**SECTION 17-ENTIRE AGREEMENT:** This Agreement sets forth the entire agreement between the Parties with respect to the subject matter hereof and the Agreement shall be amended only in writing signed by both Parties.

**SECTION 18-COUNTERPARTS:** This Agreement may be executed in counterparts in the same form and such parts so executed shall together form one original document and be read and construed as if one copy of the Agreement had been executed.

**SECTION 19-NO THIRD-PARTY BENEFICIARIES:** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF CARPENTERSVILLE

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

Village Clerk

FOREST PRESERVE DISTRICT OF KANE COUNTY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

President