

# RETAINED PERSONNEL AGREEMENT

## Road District & Third-Party Project Review

This Retained Personnel Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_ by and between:

**McHenry Township Road District**, an Illinois unit of local government (the “**Road District**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Applicant**”).

**1. Purpose.** Applicant has requested that the Road District review, evaluate, negotiate, or otherwise consider a proposed project within, adjacent to, or affecting Road District rights-of-way, infrastructure, or jurisdictional interests (the “**Project**”). The Road District has determined that professional legal, engineering, and/or technical services are necessary to properly review and evaluate the Project in order to protect the public interest and the Road District’s assets.

**2. Retained Personnel.** The Road District shall retain, at its sole discretion, such personnel as it deems necessary for review of the Project, including but not limited to: **(i)** legal counsel; **(ii)** consulting engineers; **(iii)** transportation, drainage, or utility consultants; and **(iv)** any other professional advisors deemed necessary by the Road District (collectively, the “**Retained Personnel**”). All Retained Personnel shall represent and owe duties solely to the Road District.

**3. Applicant Responsibility for Costs.** Applicant agrees to be fully responsible for all reasonable fees, costs, and expenses incurred by the Road District in connection with the Retained Personnel’s review, evaluation, negotiation, and related services concerning the Project, including but not limited to: **(i)** attorneys’ fees and legal costs; **(ii)** engineering and consulting fees; and **(iii)** administrative costs related to coordination and review. Such responsibility exists regardless of whether the Project is approved, modified, delayed, or denied.

### 4. Advance Retainer; Billing

**A. Initial Retainer.** Prior to commencement of any substantive review, Applicant shall deposit an advance retainer in the amount of \$ \_\_\_\_\_ with the Road District.

**B. Replenishment.** If the retainer balance falls below \$ \_\_\_\_\_, Applicant shall replenish the retainer within ten (10) days of written notice.

**C. Billing.** The Road District may apply retainer funds to invoices received from Retained Personnel. Applicant shall remain responsible for any amounts exceeding the retainer.

**5. No Duty to Proceed.** Execution of this Agreement and payment of any retainer: **(i)** does **not** obligate the Road District to approve the Project; **(ii)** does **not** constitute any representation regarding the likelihood of approval; and **(iii)** does **not** waive any statutory,

regulatory, or discretionary authority of the Road District. The Road District may suspend or terminate review at any time.

**6. No Third-Party Rights; No Reliance.** Applicant acknowledges and agrees that: **(i)** Retained Personnel represent only the Road District; **(ii)** no attorney-client, engineer-client, or fiduciary relationship exists between Applicant and Retained Personnel; and **(iii)** Applicant shall not rely on any communications from Retained Personnel as advice to Applicant.

**7. Indemnification.** Applicant shall indemnify and hold harmless the Road District, its officers, employees, and Retained Personnel from and against any claims, damages, losses, or expenses arising out of or related to the Project, except to the extent caused by willful misconduct of the indemnified party.

**8. Suspension of Review for Nonpayment.** Failure to timely fund or replenish the retainer shall constitute grounds for immediate suspension of Project review without further notice.

**9. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, with venue in McHenry County, Illinois.

**10. Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding retained personnel costs and may be modified only by a written amendment approved by the Road District.

**11. Authority.** The undersigned represents that they are duly authorized to bind Applicant to this Agreement.

**SIGNATURES:**

**McHenry Township Road District**

By: \_\_\_\_\_  
Name: James E. Condon, P.E.  
Title: Highway Commissioner  
Date: \_\_\_\_\_

**Applicant**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_