

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE McHENRY TOWNSHIP ROAD DISTRICT
AND
THE VILLAGE OF WONDER LAKE**

This contract is entered into the effective date hereof, between McHenry Township Road District, McHenry County, Illinois, a unit of local government (hereinafter referred to as "the Road District") and the Village of Wonder Lake, a municipal corporation (hereinafter referred to as "the Village").

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract with other local government to obtain or share services in any manner not prohibited by law; and

WHEREAS, the Village is another unit of local government, and a contract between said Village and the Road District to provide all or any of the aforementioned services is not prohibited by law; and

WHEREAS, the Highway Commissioner of the Road District finds that it is for and in the best interest of the citizens of McHenry Township that the Road District contract with the Village for providing of services hereinafter set forth to the Village a price provided for hereafter; and

WHEREAS, the Village, through its President and Board of Trustees finds that it is for and in the best interest of the citizens of the Village, that the Village contract with the Road District for services hereafter set forth and that the Road District be paid for the same by the Village; and

NOW THEREFOR, FOR AND IN CONSIDERATION OF THE PREMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Services and/or equipment to be provided by Road District

Plow snow/salt on E. Wonder Lake Rd, McCullom Lake Rd, Hickory Rd & Barnard Mill Rd within the Village limits.
Mow ROW on E. Wonder Lake Rd & Barnard Mill Rd within the Village limits.
Paint stripping as requested
Shoulder Graveling as requested

2. Terms of Contract

This agreement shall continue in force as amended, subject to written notice of termination by either party. To be effective, such notice must be delivered at least 30 days prior to the effective date of termination of this agreement.

3. Frequency of Service

Village roads will be maintained pursuant to this agreement as part of the Road District's regular route so that the Village roads are serviced on the same occasions as the Road District services its own roads. In addition, the Road District will respond on an "as

needed" basis when called by law enforcement personnel and or an individual designated by the Village for emergency or additional services on the subject roads.

4. Reimbursement for Services

See attached fee schedule for current rates.

5. Reports to Village

Road District agrees to furnish the Village invoices for the work-performed payable within 30 days of receipt by Village. Invoices shall describe work performed by Road District for which the Village is being billed.

6. Participation in Meeting with Road District

The Village and Road District agree that they will, from time to time, meet as requested by either the Road District or the Village, and participate in meetings or conferences with each other or their representatives. These meetings shall be designed to further the services or equipment use provided for herein, or to resolve any differences arising between the parties in connection with implementation of the services requested or performed.

7. Indemnification

A. The Village will protect, indemnify, and save harmless the Road District and the agents, employees, successors, assigns and beneficiaries of the Road District from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, reasonable attorneys fees and expenses) imposed or incurred by or asserted against the Road District or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the Village on the roads described in paragraph 1 of this agreement. In case of any action, suit or proceedings brought against the Road District, or its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the Village will, at the Village's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted or defended by council as approved by the Road District.

B. The Road District will protect, indemnify and save harmless the Village and the agents, employees, successors, assigns and beneficiaries of the Village from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, cost and expenses (including without limitation, reasonable attorney's fees and expenses) imposed or incurred by or asserted against the Village or its agents, employees, successors, assigns or beneficiaries by reason of any acts or omissions of the Road District while performing its duties under this agreement. In case of any action, suit or proceedings brought against the Village, its agents, employees, successors, assigns or beneficiaries by reason of any occurrences, the Road District will, at the Road District's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and/or defended by council as approved by the Village.

C. The foregoing clauses of this paragraph are intended solely to allocate liability between the parties to this agreement and do not contemplate creating duties or altering applicable standards of care to third parties not otherwise provided for in law.

8. Incidental Damages

The Road District is not responsible to the Village under Paragraph 7(B) of this agreement for damage caused by ordinary wear and tear on Village roads or incidental damages which may be caused by proper operation of equipment.

9. Public Liability Insurance

The Village and the Road District shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, and per occurrence,

10. Amendment or Termination

This contract may not be amended or terminated except by an instrument in writing expressly referring hereto and signed by the parties.

11. Revocation of Previous Agreements

All agreements previously made between the parties for any purpose whatsoever are hereby terminated.

12. Breach of Agreement


If either party breaches the agreement by either failing to perform the services as outlined herein by not making timely payment on invoices submitted, the party claiming the breach of contract may upon fifteen (15) days notice to the other party, terminate this agreement. A breach predicated upon non-payment of invoices may be cured by payment of overdue invoices within the notice period.

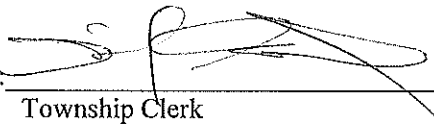
Notice

The notices hereunder may be personally delivered or sent by registered or certified mail, return receipt requested. The date of such notice shall be deemed the date of receipt.


Dated the 2 Day of Nov. 2018

McHenry Township Road District,
A Unit of Local Government

By: 
Highway Commissioner

Attest: 
Township Clerk

Village of Wonder Lake
A Municipal Corporation

By: 
Village President

Attest: 
Village Clerk

Dated the 3 Day of October 2018

**2018-2019 SEASON
INTERGOVERNMENTAL AGREEMENT FEE SCHEDULE**

Sewer Jetter	\$50.00	per hour - man & machine
Asphalt/Concrete Cutting	\$45.00	per hour - man & machine
Backhoe	\$70.00	per hour - man & machine
Boom Mower	\$70.00	per hour - man & machine
Boom Truck	\$70.00	per hour - man & machine
Brush Chipper	\$65.00	per hour - man & machine
Gradall Excavator	\$100.00	per hour - man & machine
Laborer	\$35.00	per hour - per man
Loader	\$80.00	per hour - man & machine
Mechanic	\$55.00	per hour - per man
Mowing	\$45.00	per hour - man & machine
Paint Stripe Roads	\$120.00	per hour - 2 men & machine. Plus Material at cost
Patching	\$50.00	per hour - man, truck & trailer. Plus Material at cost
Road Salt & De-Icing Chemicals	At Cost	
Roller/Compactor	\$50.00	per hour - man & machine
Shouldering	\$125.00	per hour - 2 men & truck. Material at cost
Sign Repair	\$45.00	per hour - man & truck. Material at cost
Snow Removal / Ice Control	\$110.00	per hour - man & truck
Spray Truck	\$65.00	per hour - man & truck. Material at cost
Sweeping	\$95.00	per hour - man, machine & disposal of debris
Truck	\$70.00	per hour - man & truck. Material at cost

Additional men may be needed for certain projects, each additional man will be invoiced at labor rate noted above.

Roads plowed for Village of Wonder Lake by Mchenry Township

Footage/Mileage

Mccullom Lake rd
E Wonder lake rd North and South
Lake shore dr
Barnard mill rd
Cambridge rd
Salem rd
W Lake shore dr
Hickory dr
E Oakwood dr
Preston dr
Wonderview dr

5,963/1.12
10,051/1.90
152/0.028
1,635/0.30
180/0.034

819/0.15
192/0.036
843/0.16
1160/0.22
184/0.034
184/0.034

Totals: 21,363/4.04