

**Intergovernmental Agreement for Snowplowing Services  
Between the McHenry Township  
Road District and the City of McHenry**

This Intergovernmental Agreement ("Agreement") is entered and effective on the later signature date referenced below, between the McHenry Township Road, District, McHenry County, Illinois ("Road District") and the City of McHenry ("City"), both being units of Illinois local government.

**Recitals**

WHEREAS, Articles VII, Section 10 of the 1970 constitution of the State of Illinois authorizes units of local government to contract with one another to obtain or share services in any manner not prohibited by law;

WHEREAS, the parties hereto find that it is in the mutual interest to share snow plowing services referenced below.

NOW, THEREFORE, 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 as follows:

1. Road District Work. The following snowplowing services shall be provided annually by the Road District for the City:
  - Martin Road
  - Ringwood Road
  - Riverside Drive from the City limits to Washington Street
  - McCullom Lake Road north of the tracks to City limit
  - Lincoln Road from Chapel Hill Road to Riverside Drive
  - River Road from Lincoln Road to the City limit
  - Northside Ave
  - River Road South of Rte. 120
  
2. City Work. The following snowplowing services shall be provided by the City for the Road District:
  - Ridge Road
  - Forest Drive with a small portion of Woodridge Trail
  - Trey Road
  - Draper
  - Old Draper Road
  - Roundup Road
  - Tecumseh Drive
  - Ponca Street south of Lillian Street
  - Country Club Road south of Virginia Avenue
  - Maryville Road
  - Small section of Curran Road
  - Charles Street and West Lake Street
  - Delore Drive
  - ElmKirk Park
  - Geneva Lane
  - Maryville Road

3. Term. This Agreement shall continue in force until terminated by either party, at any time, for any reason or no reason at all. Provided, however, written notice shall be provided by the terminating party to the non-terminating party no less than 30 days before the effective date of such termination.

4. Insurance and Liability. Each party hereto shall be responsible for the safety of its own employees and shall provide for payment of all liability insurance coverage, worker's compensation, unemployment compensation, disability or death benefits, or any other employee benefits to any of its employees acting under this Agreement. All employees acting under this Agreement shall be exclusively controlled and supervised by their respective employer.

5. Indemnity of Each Other. The parties hereto agree to indemnify, hold harmless and defend each other, their officers, agents and employees from and against any and all liability, loss, costs, damages, expenses, claims or actions, including, but not limited to, incidental and consequential damages, and expenses including, but not limited to attorney's fees which the non-service providing party may sustain, incur, or be required to pay and which arises out of the sole negligence of the party providing services hereunder through its officers, agents or employees, in the execution, performance, or failure to adequately perform service performing obligations pursuant to this Agreement.

6. Amendment or Termination. This Agreement may not be amended or terminated except with the mutual agreement of the parties hereto by an instrument in writing expressly approved by the undersigned units of local governments.

7. Prior Agreements. All previous agreements made between the parties relating to snowplowing services are hereby terminated.

8. Notice. Notices hereunder may be personally delivered, sent by electronic mail or first-class mail to the Road District Highway Commissioner or City Administrator, respectively. The date of such notice shall be deemed the date of receipt.

Road District

City of McHenry

By: [Signature] 2/6/19  
Its Highway Commissioner Date

By: [Signature] 2/6/19  
Its Mayor Date