

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MCHENRY TOWNSHIP ROAD DISTRICT
AND
THE RICHMOND TOWNSHIP ROAD DISTRICT**

This AGREEMENT, made and entered into the effective date hereto, between the McHenry Township Road District, McHenry County, Illinois, a unit of local government, and the Richmond Township Road District, McHenry County, Illinois, a unit of local government.

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

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

WHEREAS, the Highway Commissioner of McHenry Township 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 Richmond Township Road District for providing services hereinafter set forth; and

WHEREAS, the Highway Commissioner of Richmond Township Road District finds it is for and in the best interest of the citizens of Richmond Township that the Road District contract with the McHenry Township Road District for services hereafter set forth; 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 to be provided by McHenry Township Road District and Richmond Township Road District**
 - A. McHenry Township Road District will plow and salt Miller Road from Solon Road to the McHenry Township Road District Line.
 - B. Richmond Township Road District will plow and salt North Pioneer Road from Ringwood Road to the Richmond Township Line.
2. **Terms of contract**

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

3. **Participation in meetings between McHenry Township Road District and Richmond Township Road District**

The McHenry Township Road District and Richmond Township Road District agree that from time to time, as requested by either party, they will participate in meetings or conferences designed to further provide for herein, or to resolve any differences arising between the parties in connection with implementation of the services requested or performed.

4. **Indemnification**

A. Richmond Township Road District agrees to hold harmless the McHenry Township Road District, it's agents, it's elected officials, and it's employees from any liabilities, damages or claims for damages to real and personal property, or from injury or death suffered by any person or persons engaged in providing the services under this agreement or any citizen or individual using the roads and appurtenances thereto for any purpose.

B. The McHenry Township Road District agrees to hold harmless the Richmond Township Road District, it's agents, it's elected officials, and it's from any liabilities, damages or claims for damages to real and personal property, of from injury or death suffered by any person or persons engaged providing the services under this agreement or any citizen or individual using the roads and appurtenances thereto for any purpose.

5. **Public Liability Insurance**

The McHenry Township Road District and the Richmond Township Road District each shall carry, have in force, during the term of this agreement, general liability insurance in the amount not less than \$1,000,000.00 per person and per occurrence and each party shall carry the other as an additional insured. Copies of the endorsement and declaration sheets evidencing compliance herewith shall be provided upon request by either party.

6. **Amendment of Termination**

This contract may not be amended or terminated except by an instrument upon 30 days' notice in writing expressly referring hereto and signed by the parties.

7. **Revocation of Previous Agreements**

All agreements previously made between the parties of any purposes listed herein are here by terminated.

Notice

The notice 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.

**MCHENRY TOWNSHIP ROAD DISTRICT
A UNIT OF LOCAL GOVERNMENT**


By: 
Highway Commissioner

ATTEST: 
Township Clerk



Dated this 2nd Day of November, 2020

**RICHMOND TOWNSHIP ROAD DISTRICT
A UNIT OF LOCAL GOVERNMENT**

By: 
Highway Commissioner

ATTEST: 
Township Clerk

Dated this 10th Day of November, 2020