

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

This contract is entered into the effective date hereto, between the McHenry Township Road District, McHenry County, Illinois, a unit of local government, and the Greenwood 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 Greenwood Township Road District is another unit of local government, and a contract between Greenwood 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 Greenwood Township Road District for providing services hereinafter set forth; and

WHEREAS, the Highway Commissioner of Greenwood Township Road District finds it is for and in the best interest of the citizens of Greenwood Township that the Road District contract with the McHenry Township Road District for services hereafter set forth; and

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 BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. Services to be provided by McHenry Township Road District**
Plow snow/salt Highview Drive, Pinoak Drive, Maplewood Drive and E Meadow Lane.
Roadway line striping as requested.
- 2. Services to be provided by Greenwood Township Road District**
Disposal of excavated materials.
Salt storage as requested by McHenry Township.
- 3. Reimbursement for Services**
McHenry Township Road District will only charge for the cost of the paint material. All other expenses McHenry and Greenwood Township Road Districts will not be charging for provided services unless the volume of workload changes.
- 4. 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.

5. Participation in meetings between McHenry Township Road District and Greenwood Township Road District

The McHenry Township Road District and Greenwood 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.

6. Indemnification of McHenry Township Road District

Greenwood Township Road District agrees that the McHenry Township Road District, its elected officials, agent or employees of McHenry Township Road District are for purposes of this agreement, agents and/or employees of the Greenwood Township Road District and further agrees to indemnify and hold harmless the McHenry Township Road District, its elected officials, agent and 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 providing the services under this agreement or any citizen or individual using the roads and appurtenances thereto for any purpose.

7. Indemnification of the Greenwood Township Road District

The McHenry Township Road District agrees that the Greenwood Township Road District, its elected officials, agent or employees of Greenwood Township Road District are for purposes of this agreement, agents and/or employees of McHenry Township Road District and further agrees to indemnify and hold harmless the Greenwood Township Road District, its elected officials, agent, and employees 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.

8. Amendment of Termination

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

ALL AGREEMENTS PREVIOUSLY MADE BETWEEN THE PARTIES FOR ANY PURPOSE WHATSOEVER IS HEREBY TERMINATED.

Notices

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

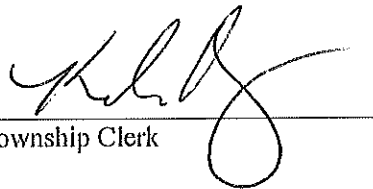
ATTEST: 
Township Clerk



Dated this 27th Day of October, 2020

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

By: 
Highway Commissioner

ATTEST: 
Township Clerk

Dated this 16th Day of November, 2020