

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MCHENRY TOWNSHIP ROAD DISTRICT
AND
THE CITY OF MCHENRY**

This agreement is entered into the effective date hereof, between the McHenry Township Road District, McHenry County, Illinois, a unit of local government (hereinafter referred to as "MTRD") and the City of McHenry, McHenry County, Illinois a unit of local government (hereinafter referred to as "the City").

WHEREAS, Article VII, Section 10 of the 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 City and MTRD are units of local government, and a contract between said City and MTRD to provide all or any of the hereafter specified services is not prohibited by law; and

WHEREAS, the Highway Commissioner of MTRD finds that it is for and in the best interest of the citizens of McHenry Township that MTRD contract with the City for providing of services hereafter set forth to the City at a price specified hereafter; and

WHEREAS, the City, through its Mayor and City Council finds that it is for and in the best interest of the citizens of the City that the City contract with MTRD for providing of services hereinafter set forth and that MTRD be paid for the same by the City;

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

The following snowplowing services shall be provided annually by the Road District for the City:

- 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 Avenue
- River Road South of Rte. 120
- Plymouth Lane
- Northside Avenue to West limit

2. Services to be provided by the City of McHenry

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
- North Draper Road
- Old Draper Road
- Roundup Road
- Tecumseh Drive
- Ponca Street south of Lillian Street
- Country Club Road south of Virginia Avenue
- Small section of Curran Road
- Charles Street and West Lake Street

3. Terms of Agreement

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

4. Indemnification

- A. The City will protect, indemnify, and hold harmless MTRD and the agents, employees, successors, assigns and beneficiaries of MTRD from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, reasonable attorney fees and expenses) imposed or incurred by or asserted against MTRD or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the City while performing its duties under this agreement. In case of any action, suit or proceedings brought against MTRD, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the City will, at the City's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and/or defended by counsel as approved by MTRD.
- B. MTRD will protect, indemnify, and hold harmless the City and the agents, employees, successors, assigns and beneficiaries of the City from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs and expenses (including without limitation, reasonable attorney fees and expenses) imposed or incurred by or asserted against the City or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of MTRD while performing its duties under this agreement. In case of any action, suit or proceedings brought against the City, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, MTRD will, at MTRD's expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and/or defended by counsel as approved by the City.
- 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 owned to third parties not otherwise provided for in law.

5. Incidental Damages

A. The City not responsible to the Road District under Paragraph 4(A) of this agreement for damage caused by ordinary wear and tear on township roads or incidental damage, which may be caused by proper operation of equipment.

B. The Road District is not responsible to the City under Paragraph 4(B) of this agreement for damage caused by ordinary wear and tear on City roads or incidental damage, which may be caused by proper operation of equipment.

C. Public Liability Insurance

The City and MTRD shall each carry public liability insurance in an amount of not less than \$1,000,000.00 per person, and per occurrence.

D. Amendment or Termination

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

E. Revocation of Previous Agreements

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

F. Breach of Agreement

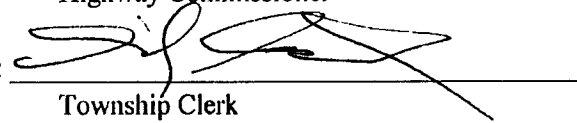
If either party breaches the agreement by either failing to perform the services as outlined herein or by not making timely payment on invoices submitted, the party claiming the breach of agreement may, upon fifteen (15) days' notice to the other party, terminate this agreement. A breach predicated upon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

Notices

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.


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


By: 
Highway Commissioner

Attest: 
Township Clerk

DATED this 22 day of JUNE, 2022.

**CITY OF MCHENRY
A UNIT OF LOCAL GOVERNMENT**

By: 
Mayor

Attest: 
City Clerk

DATED this 18 day of July, 2022.

INTERGOVERNMENTAL AGREEMENT FEE SCHEDULE

Backhoe	\$71.75	per hour - man & machine
Boom Mower	\$71.75	per hour - man & machine
Brush Chipper	\$66.75	per hour - man & machine
Bucket Truck	\$71.75	per hour - man & machine
Cold Planer / Milling machine	\$46.25	per hour - man & machine
Cone Car	\$56.50	per hour - man & machine
Ditching Truck	\$71.75	per hour - man & machine
Front end Loader	\$82.00	per hour - man & machine
Gradall Excavator	\$102.50	per hour - man & machine
Laborer	\$36.00	per hour - per man
Mechanic	\$56.50	per hour - per man
Mini-Excavator	\$71.75	per hour - man & machine
Mower	\$46.25	per hour - man & machine
Paint Stripe Roads	\$123.00	per hour - 2 men & machine material at cost
Patching	\$51.25	per hour - man, truck & trailer material at cost
Pickup Trucks/ 1 Ton Dumps	\$56.50	per hour - man & machine
Rollers	\$51.25	per hour - man & machine
Sewer Jetter	\$51.25	per hour - man & machine
Shouldering	\$128.25	per hour - 2 men & machine material at cost
Sign Repair	\$46.25	per hour - man & machine material at cost
Skid Steer / Bobcat	\$61.50	per hour - man & machine
Snow Removal / Ice Control	\$112.75	per hour - man & machine material at cost
Spray Truck	\$66.75	per hour - man & machine material at cost
Stump Grinder	\$51.25	Per hour - man & machine
Sweeping	\$97.50	per hour - man, machine & disposal of debris
Truck Dual Axle Dump	\$71.75	per hour - man & machine
Truck Single Axle Dump	\$71.75	per hour - man & machine material at cost