

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

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 Seneca Township Road District, McHenry County, Illinois a unit of local government (hereinafter referred to as "STRD").

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, STRD and MTRD are units of local government, and a contract between said Township 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 STRD for providing of services hereafter set forth to STRD at a price specified hereafter; and

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

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**
Roadway line striping as requested.
2. **Omitted**
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. **Reimbursement for Services**
STRD will pay for the services performed by MTRD to MTRD as follows:
See attached fee schedule, subject to change with notification.

5. **Reports to MTRD and to STRD**
MTRD agrees that they will furnish invoices for the services performed which shall be payable within 30 days of receipt. Said invoices shall describe the work performed for which the entity is being billed.
6. **Participation in Meetings**
STRD and Road District agree that they will, from time to time, meet as requested by either STRD or MTRD, and participate in meetings or conferences with each other or their representatives. These meetings shall be designed to further the services 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. STRD 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 STRD 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, STRD will, at STRD'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 STRD and the agents, employees, successors, assigns and beneficiaries of STRD 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 STRD 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 STRD, 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 STRD.
 - 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.
8. **Incidental Damages**
MTRD is not responsible to STRD under Paragraph 7(B) 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.
9. **Public Liability Insurance**
STRD and MTRD 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 agreement 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 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: *Thomas E. Card*
Highway Commissioner

Attest: *[Signature]*
Township Clerk



DATED this 29th day of October, 2020.

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

By: *[Signature]*
Highway Commissioner

Attest: *Dawn Seemann*
Township Clerk

DATED this 11 day of NOVEMBER, 2020.

INTERGOVERNMENTAL AGREEMENT FEE SCHEDULE

Backhoe	\$70.00	per hour - man & machine
Boom Mower	\$70.00	per hour - man & machine
Brush Chipper	\$65.00	per hour - man & machine
Bucket Truck	\$70.00	per hour - man & machine
Cold Planer / Milling machine	\$45.00	per hour - man & machine
Cone Car	\$55.00	per hour - man & machine
Ditching Truck	\$70.00	per hour - man & machine
Front end Loader	\$80.00	per hour - man & machine
Gradall Excavator	\$100.00	per hour - man & machine
Laborer	\$35.00	per hour - per man
Mechanic	\$55.00	per hour - per man
Mini-Excavator	\$70.00	per hour - man & machine
Mower	\$45.00	per hour - man & machine
Paint Stripe Roads	\$120.00	per hour - 2 men & machine material at cost
Patching	\$50.00	per hour - man, truck & trailer material at cost
Pickup Trucks/ 1 Ton Dumps	\$55.00	per hour - man & machine
Rollers	\$50.00	per hour - man & machine
Sewer Jetter	\$50.00	per hour - man & machine
Shouldering	\$125.00	per hour - 2 men & machine material at cost
Sign Repair	\$45.00	per hour - man & machine material at cost
Skid Steer / Bobcat	\$60.00	per hour - man & machine
Snow Removal / Ice Control	\$110.00	per hour - man & machine material at cost
Spray Truck	\$65.00	per hour - man & machine material at cost
Sweeping	\$95.00	per hour - man, machine & disposal of debris
Truck Dual Axle Dump	\$70.00	per hour - man & machine
Truck Single Axle Dump	\$70.00	per hour - man & machine material at cost