

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MCHENRY TOWNSHIP ROAD DISTRICT
AND
ALGONQUIN 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 Algonquin Township Road District, a unit of local government (hereinafter referred to as "ATRD").

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

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

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 MTRD**
Roadway line striping as requested.
Miscellaneous assistance as requested by ATRD.
2. **Services to be provided by ATRD**
Paving and related services as requested.
Miscellaneous assistance as requested by MTRD.
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**

Reimbursement will be for materials utilized in the service provided by both parties. In addition to this, if either party provides services significantly greater than the other party, these additional services will be billed in accordance with actual costs of the billing party.

5. **Reports to MTRD and to ATRD**

MTRD and ATRD agree 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**

MTRD and ATRD agree that they will, from time to time, meet as requested by either ATRD 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. ATRD 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 ATRD 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, ATRD will, at ATRD'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 ATRD and the agents, employees, successors, assigns and beneficiaries of ATRD 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 ATRD 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 ATRD, 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 ATRD.

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 ATRD 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**

ATRD 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 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.

11. **Revocation of Previous Agreements**

All agreements previously made between the parties for any purposes listed herein 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.

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

Rev. 2022

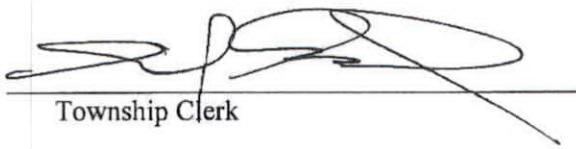
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Notices

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**

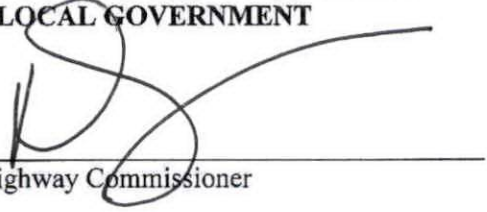
By: 
Highway Commissioner

Attest: 
Township Clerk



DATED this 16th day of Feb, 2022.

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

By: 
Highway Commissioner

Attest: 
Township Clerk

DATED this 30th day of March, 2022.