

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE MCHENRY TOWNSHIP ROAD DISTRICT
AND
NUNDA 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 Nunda Township Road District, a unit of local government (hereinafter referred to as “NTRD”).

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

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

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 NTRD.
2. **Services to be provided by NTRD**
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 NTRD**

MTRD and NTRD 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 NTRD agree that they will, from time to time, meet as requested by either NTRD 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. NTRD 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 NTRD 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, NTRD will, at NTRD'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 NTRD and the agents, employees, successors, assigns and beneficiaries of NTRD 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 NTRD 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 NTRD, 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 NTRD.
- 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 owed to third parties not otherwise provided for in law.

8. **Incidental Damages**

MTRD is not responsible to NTRD 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**

NTRD 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.

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: *Ann E. Cook*
Highway Commissioner

Attest: *[Signature]*
Township Clerk

DATED this 14th day of Feb, 2022.



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

By: *[Signature]*
Highway Commissioner

Attest: *[Signature]*
Township Clerk

DATED this 14th day of February 2022.