

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE MCHENRY TOWNSHIP ROAD DISTRICT  
AND  
THE VILLAGE OF JOHNSBURG**

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 "the Road District") and the Village of Johnsburg, a unit of local government (hereinafter referred to as "the Village").

**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 Village and the Road District are units of local government, and a contract between said Village and the Road District to provide all or any of the hereafter specified services is not prohibited by law; and

**WHEREAS**, the Highway Commissioner of the 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 Village for providing of services hereafter set forth to the Village at a price specified hereafter; and

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

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 Provided by the Road District**

Snow Plow/Ice Control - Sheet A attached.

Mowing Roadside - Riverside Drive, Pioneer Road and parts of Ringwood Road, Broadway Road, McCullom Lake Road, and Johnsburg Road.

Paint Striping as requested by the village.

**2. Services Provided by the Village**

Snow Plow/Ice Control - Sheet A attached.

**3. Terms of Agreement**

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.

**4. Reimbursement for Services**

The Village will pay for the services performed by the Road District to the Road District (with the exception of plowing which is a straight exchange) as follows:

See attached fee schedule, subject to change with notification.

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The Road District will pay for the services performed by the Village to the Village as follows:  
In the event that the Village would perform any service to or for the Township, the Township will reimburse the Village at the current rate for such services.

**5. Reports to the Road District and to the Village**

The Road District and the Village 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**

The Village and Road District agree that they will, from time to time, meet as requested by either the Village or the Road District, 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. The Village will protect, indemnify, and hold harmless the Road District and the agents, employees, successors, assigns and beneficiaries of the Road District 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 Road District or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the Village while performing its duties under this agreement. In case of any action, suit or proceedings brought against the Road District, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the Village will, at the Village'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 Road District.

B. The Road District will protect, indemnify, and hold harmless the Village and the agents, employees, successors, assigns and beneficiaries of the Village 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 Village or its agents, employees, successors, assigns or beneficiaries by reason of any act or omission of the Road District while performing its duties under this agreement. In case of any action, suit or proceedings brought against the Village, its agents, employees, successors, assigns or beneficiaries by reason of any such occurrence, the Road District will, at the Road District'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 Village.

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**

A. The Road District is not responsible to the Village under Paragraph 7(B) of this agreement for damage caused by ordinary wear and tear on Village roads or incidental damage which may be caused by proper operation of equipment.

B. The Village is not responsible to the Road District under Paragraph 7(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.

**9. Public Liability Insurance**

The Village and the Road District 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.

DATED this 17<sup>th</sup> day of Feb, 2022.

MCHENRY TOWNSHIP ROAD DISTRICT

By: *Thomas E. Con*  
Highway Commissioner

Attest: *[Signature]*  
Township Clerk



DATED this 21<sup>st</sup> day of March, 2022

VILLAGE OF JOHNSBURG

By: *Edith Hittmann*  
Village President

Attest: *Christina Sepako*  
Village Clerk

## SHEET A

### **Roads Plowed by McHenry Township Road District for Village of Johnsburg**

Johnsburg Road - from Chapel Hill Road to Broadway Road  
Riverside Drive - from Johnsburg Road to Township line  
Broadway Road - from Johnsburg Road to Village limits  
Oeffling Drive - from Johnsburg Road to Township line  
Williams Street  
Hayden Drive  
Gregory Street  
May Avenue - east of Johnsburg Road  
Ringwood Road - from Johnsburg Road east to Village limits  
Ringwood Road - from North Village limits to south Village limits, including the intersection of McCullom Lake Road  
McCullom Lake Road - from Ringwood Road east to Village limits  
Pioneer Road  
Township Park Road

### **Roads Plowed by Village of Johnsburg for McHenry Township Road District**

May Avenue - west of Johnsburg Road  
Dennis Boulevard  
Joyce Avenue  
Mayfair Drive  
Grandview Drive  
Florence Drive  
Hickory Way  
Hilltop Drive  
Oakleaf Drive  
Indian Ridge Drive  
Ringwood Road - from Spring Grove Road to Township line  
Beacon Hill Drive  
Windsor Drive  
Miller Road - from Johnsburg Road west to Spring Grove Road  
Johnsburg Road - from Broadway Road north to Miller Road

In the event of an emergency the Road District will help whenever and wherever necessary. Our policy is not to lift a plow on a road when traveling to Road District roads. We will voluntarily plow our way through on a road necessary to reach a McHenry Township Road District road no matter whose road it is - Village, City, State or County.

## 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

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