

**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 to be provided by the Road District

Snow Plow/Ice Control - see Sheet A attached.

Mowing Roadside - Riverside Dr, Pioneer Rd and parts of Ringwood Rd, Broadway Rd,
and Wilmot Rd.

Paint Striping – as requested by The Village

2. Services to be provided by the Village

Snow Plow/Ice Control - see sheet A attached.

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

The Village will pay for the services performed by the Road District to the Road District as follows:

See attached fee schedule, to be updated April 1st of each year, if needed.

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 owned to third parties not otherwise provided for in law.

8. Incidental Damages

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.

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.

13. 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 ____ day of _____, 20 ____.

McHENRY TOWNSHIP ROAD DISTRICT

By: _____
Highway Commissioner

Attest: _____
Township Clerk

DATED this ____ day of _____, 20 ____.

VILLAGE OF JOHNSBURG

By: _____
Village President

Attest: _____
Village Clerk

SHEET A

Roads plowed by McHenry Township Road District for Village of Johnsburg

Wilmot Rd - from Chapel Hill Rd to Broadway Rd
Riverside Dr - from Johnsburg Rd to Township line
Broadway Rd - from Wilmot Rd to Village limits
Oeffling Dr - from Wilmot Rd to Township line
Williams St
Hayden Dr
Gregory St
May Ave - East of Wilmot Rd
Ringwood Rd - from Wilmot Rd east to Village limits
Ringwood Rd - from North Village limits to South Village limits, including
the intersection of McCullom Lake Rd
McCullom Lake Rd - from Ringwood Rd east to Village limits
Pioneer Rd
Township Park Rd

Roads plowed by Village of Johnsburg for McHenry Township Road District

May Avenue - West of Wilmot Rd
Dennis Blvd
Joyce Ave
Mayfair Dr
Grandview Dr
Florence Dr
Hickory Way
Hilltop Dr
Oakleaf Dr
Indian Ridge Dr
Ringwood Rd - from Spring Grove Rd to Township line
Beacon Hill Dr
Windsor Dr
Miller Rd - from Wilmot Rd west to Spring Grove Rd
Wilmot Rd - from Broadway Rd north to Miller Rd

In the event of an emergency the Road District will help whenever and wherever needed. 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.

**2018-2019 SEASON
INTERGOVERNMENTAL AGREEMENT FEE SCHEDULE**

Aquatech Machine	\$50.00	per hour - man & machine
Asphalt Cutter	\$45.00	per hour - man & machine
Backhoe	\$70.00	per hour - man & machine
Boom Mower	\$70.00	per hour - man & machine
Boom Truck	\$70.00	per hour - man & machine
Chipper	\$65.00	per hour - man & machine
Gradall	\$100.00	per hour - man & machine
Labor	\$35.00	per hour - per man
Loader	\$80.00	per hour - man & machine
Mechanic	\$55.00	per hour - per man
Mowing	\$45.00	per hour - man & machine
Paint Stripe Roads	\$120.00	per hour - 2 men & machine. Plus Material at cost
Patching	\$50.00	per hour - man, truck & trailer. Plus Material at cost
Road Salt & De-Icing Chemicals	At Cost	
Roller	\$50.00	per hour - man & machine
Shouldering	\$125.00	per hour - 2 men & truck. Material at cost
Sign Repair	\$45.00	per hour - man & truck. Material at cost
Snow Removal / Ice Control	\$110.00	per hour - man & truck
Spray Truck	\$65.00	per hour - man & truck. Material at cost
Sweeping	\$95.00	per hour - man, machine & disposal of debris
Truck	\$70.00	per hour - man & truck. Material at cost

Additional men may be needed for certain projects, each additional man will be invoiced at labor rate noted above.