

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE McHENRY TOWNSHIP ROAD DISTRICT
AND
THE VILLAGE OF McCULLOM LAKE**

This contract is entered into the effective date hereof, between McHenry Township Road District, McHenry County, Illinois, a unit of local government (hereinafter referred to as “the Road District”) and the Village of McCullom Lake, a municipal corporation (hereinafter referred to as “the Village”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract with other local government to obtain or share services in any manner not prohibited by law; and

WHEREAS, the Village is another unit of local government, and a contract between said Village and the Road District to provide all or any of the aforementioned 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 hereinafter set forth to the Village a price provided for 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 services hereafter set forth and that the Road District be paid for the same by the Village; and

NOW THEREFOR, 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 Road District

Plow snow and salt all Village roads within the Village limits. Including McCullom lake Rd
Paint striping on McCullom Lake Rd within the Village limits As requested
Gravel shoulders on McCullom Lake Rd within Village limits As Requested
Respond to emergency situations that may arise.

2. **Terms of Contract**
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.
3. **Reimbursement for Services**
See attached fee schedule for current rates
4. **Reports to Village**
Road District agrees to furnish the Village invoices for the work-performed payable within 30 days of receipt by Village. Invoices shall describe work performed by Road District for which the Village is being billed.
5. **Participation in Meeting with Road District**
The Village agrees that it will, from time to time as requested by the Road District, participate in meetings with the Highway Commissioner, 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.
6. **Indemnification of Township**
The Village agrees that the Road District, its elected officials, agents or employees of the Road District are for purpose of this agreement agents and/or employees of the Village and further agrees to indemnify and hold harmless the Road District, its officers, agents, and employees, from any liabilities, damages or claims for damages to real and personal property, or from injuries or death suffered by any person or persons engaged providing the services under this agreement or any citizen or individual using the roads and appaturances thereto for any purpose.
7. **Indemnification of the Village**
The Road District agrees that the Village, its elected officials, agents or employees of the Village are for purposes of this agreement agents and/or employees of the Road District and further agrees to indemnify and hold harmless the Village, its officers, agents and employees, from any liabilities, damages or claims for damages to real and personal property, or from injury or death suffered by any person or persons engaged providing the services under this agreement or any citizen or individual using the roads and appaturances thereto for any purpose.
8. **Amendment or Termination**
This contract may not be amended or terminated except by an instrument in writing expressly referring hereto and signed by the parties. All agreements previously made between the parties for any purpose what so ever is hereby terminated.

Notice

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 MCCULLOM LAKE

By _____
Village President

Attest: _____
Village Clerk

**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.

