

****INTERGOVERNMENTAL AGREEMENT**

Between Richmond Township Road District and
Nippersink School District 2**

IGA 26-04-01

This Intergovernmental Agreement (“Agreement”) is entered into by and between the **Richmond Township Road District**, McHenry County, Illinois (“Road District”), and **Nippersink School District 2** (“School”).

RECITALS

WHEREAS, the Road District is a unit of local government organized and existing under the laws of the State of Illinois, and is responsible for the construction, maintenance, and repair of township roads and related infrastructure; and

WHEREAS, the School is a public educational institution organized under the laws of the State of Illinois and is responsible for the operation and maintenance of its facilities and grounds; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract and otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the parties desire to enter into this Agreement to provide for cooperation between the Road District and the School in the performance of certain services, including routine repairs, property improvements, and the provision of equipment and personnel; and

WHEREAS, the parties find that entering into this Agreement will promote efficiency, economy, and the effective use of public resources for the benefit of the community;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish a cooperative relationship under which the Road District may provide assistance to the School for routine repairs, property

improvements, and the provision of equipment and personnel when such assistance is feasible.

2. Scope of Services

a. Routine Repairs

The Road District may assist the School with routine repairs, including but not limited to:

- Parking lots, driveways, and walkways
- Grounds maintenance
- Minor drainage or culvert maintenance
- Playgrounds and associated surfaces
- Patching, grading, or similar repairs

b. Property Improvements

Property improvements may include, **but are not limited to**:

- Gravel placement, minor grading, or earthwork
- Improvements to paved surfaces or other exterior land
- Site improvements and beautification projects
- Seasonal assistance such as snow removal or material delivery, when available and approved

c. Equipment and Personnel

The Road District may provide, **but is not limited to providing**:

- Machinery and equipment such as trucks, loaders, or graders
- Road District personnel to operate equipment or perform related work

All assistance is subject to Road District equipment availability, staffing capacity, and statutory road responsibilities taking priority.

3. Scheduling and Coordination

- Requests for assistance shall be submitted to the Road Commissioner by the School's authorized representatives.
- **The school principal or the facilities maintenance manager shall serve as the primary designee for making requests and coordinating work.**
- The Road District will remain sensitive to the operational needs of the School, and activities under this Agreement will be coordinated in a manner that avoids interrupting learning or school operations **unless both parties mutually agree to a plan of work and the School has made reasonable accommodations to continue their operations.**
 - *Examples of such accommodations include, but are not limited to, adjusting bus routes, student drop-off/pick-up procedures, or modifying access patterns during necessary work such as parking lot or driveway repairs conducted during the school year or school hours.*
- **Both parties shall have the authority to halt, stop, or suspend any work under this Agreement if, at any time, the safety of students, staff, parents, or the public is at risk. Both parties shall work together in good faith to address safety concerns and ensure a safe environment while work is being performed.**
- The School will ensure the safety of all students by limiting or restricting access to any area where work is being performed or where conditions may pose a danger to children.
- Work will be scheduled at the discretion of the Road District, with township road responsibilities taking priority.
- The parties shall maintain clear communication regarding timelines, expectations, and project scope.

4. Costs and Reimbursement

- The Road District may provide services to the School at the rates established in the current Intergovernmental Agreement Fee Schedules attached as Appendix A.
- Any updates or modifications to Appendix A shall not require amendment of this Agreement and shall not affect the validity or enforceability of this Agreement.

- Appendix A shall be updated annually, and rates may be adjusted as necessary by the Road District. The School shall be provided an updated Appendix A when adjustments are made.
- Projects requiring significant material costs, specialized services, or extended labor may require reimbursement by the School, with terms agreed upon in writing before work begins.
- No party shall incur costs on behalf of the other without prior approval.
- The Road District reserves the right, at the sole discretion of the Highway Commissioner, to wave or reduce fees for minor projects or requests when it determines such action to be appropriate and in the public interest.

5. Liability and Insurance

- Each party will maintain its own insurance coverage as required by law.
- Road District employees remain under the Road District's supervision while performing any work under this Agreement.
- Each party is responsible for the actions of its own employees to the extent permitted by law.

6. Compliance With Laws

Both parties agree to comply with all applicable federal, state, and local laws, regulations, and policies.

7. Term and Termination

- This Agreement becomes effective upon the date of the last signature below.
- It remains in effect until terminated by either party with **30 days' written notice**.
- Work already underway at the time of termination notice will be completed or otherwise resolved by mutual agreement.

8. No Third-Party Rights

This Agreement creates no rights for any third parties.

9. Amendments

Any amendments to this Agreement must be in writing and signed by both parties.

10. Entire Agreement

This document constitutes the full and complete agreement between the parties and supersedes all prior agreements relating to its subject matter.

11. Severability

If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Signatures

Richmond Township Road District

By: _____

Name: _____

Title: Road Commissioner

Date: _____

Nippersink School District 2

By: _____

Name: _____

Title: Superintendent of Schools

Date: _____



Appendix A

Intergovernmental Agreement Fee Schedule

REV 1/2026

Equipment	Rate/hr	Notes
Backhoe	\$80	1 operator & machine
Boom Mower	\$80	1 operator & machine
Bucket Truck	\$80	1 operator & vehicel.
Chipper (with truck)	\$80	1 operator & machine
Road Milling 18" (on skid steer)	\$110	1 operator & machine
Fron End Loader	\$90	1 operator & machine
Laborer	\$40	per hour, per person
Mower (rotery or flail)	\$52	1 operator & machine
Road Patching	\$60	1 operator, truck, trailer. Material at cost
Skid Steer (Bucket or Forks)	\$70	1 operator & machine, transportation to/from
Sweeper (on Truck like plow)	\$72	1 operator & machine
Sweeper (on skid steer)	\$110	1 operator & machine, transportation to/from
Truck Dual Axel Dump	\$80	1 operator & vehicel. Material at cost
Truck Single Axel Dump	\$80	1 operator & vehicel. Material at cost
Salt Brine	\$80	1 operator & vehicel. Material at cost