

Res. 23-66

INTERGOVERNMENTAL AGREEMENT BETWEEN THE FORD COUNTY HIGHWAY DEPARTMENT AND THE IROQUOIS COUNTY HIGHWAY DEPARTMENT

This Intergovernmental Agreement (referred to as the "Agreement") is entered into on this 14th day of August, 2023 by and between the FORD COUNTY HIGHWAY DEPARTMENT AND THE IROQUOIS COUNTY HIGHWAY DEPARTMENT. See attached listing of names Ford County Highway Department and Iroquois County, herein referred to as "UNIT(S)", that have approved this agreement and adopted the same in a manner as provided by law.

WHEREAS, the HIGHWAY DEPARTMENTS OF FORD COUNTY AND IROQUOIS COUNTY desire to set forth their agreement regarding the exchange of manpower and equipment; and;

WHEREAS, the 1970 Illinois Constitution (Article VII, Section 10) and the Illinois Compiled Statutes (5 ILCS 220/1 et. seq.) provide authority for intergovernmental cooperation; and

WHEREAS, each of the "Units", both individually and severally, own various and different types of heavy mechanical equipment, including but not limited to trucks, trailers, graders, end loaders and other types of equipment not owned by other "Units"; and

WHEREAS, the exchange of manpower and equipment contemplated herein will aid the County Highway Departments and is providing respective services that are obtained more effectively and economically by joint efforts and resources. Such cooperation will be in the best interest of the residents of each "Unit".

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

1. **TERM:** this agreement shall begin on _____, 2023 and terminate December 31, 2023. Any party may terminate this Agreement by providing sixty (60) days written notice to the other Unit(s).
2. **EXCHANGE OF MANPOWER AND EQUIPMENT:** The County Highway Departments agree to exchange manpower and equipment at such times and places as may be desirable and convenient. Notwithstanding anything in the agreement to the contrary, neither Unit shall be obligated to provide any manpower or equipment unless, at the sole discretion of the providing Unit, such manpower or equipment is available and appropriate for such use. There shall be no penalty or liability for declining a request to provide manpower or equipment.
3. **WAIVER OF CLAIMS AND SAVE AND HOLD HARMLESS:** each Unit to this agreement waives all claims against the other party for all losses and damage arising out of or caused by the other Unit's performance or failure to perform under this agreement. Each Unit to this Agreement hereby agrees to save and hold harmless and defend the other Unit and its officials and employees from and against all claims for loss, damage, injury or death arising out of acts, efforts or commissions caused or attributable to its own employees. Each Party to this Agreement agrees to save and hold harmless the other Unit from and against all claims for liability arising under the Illinois Worker's Compensation Act or the Illinois Occupational Disease Act for injuries to its own employees.

4. MINIMUM INSURANCE REQUIRED: each Unit to this Agreement shall, during the entire term hereof, procure and maintain sufficient coverage on the following, (or have proof of membership in a risk pool which contains essentially the following), or if self-insured, have financial evidence providing for the following:
 - a. Subject to paragraph (f) below, comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00);
 - b. Subject to paragraph (f) below, show official's' liability insurance with limits of not less than one million dollars (\$1,000,000.00);
 - c. Subject to paragraph (f) below, public officials' liability insurance, applicable to all elected and appointed officials, insuring the acts and omissions of such officials, with limits of not less than one million dollars (\$1,000,000.00);
 - d. Subject to paragraph (f) below, automobile liability insurance with limits of not less than one million dollars (\$1,000,000.00);
 - e. Subject to paragraph (f) below, workers' compensation insurance in accordance with Illinois Law.
 - f. If self-insured or member of a risk pool, an umbrella excess liability insurance policy, or some other form of acceptable financial guaranty, for not less than five million dollars (\$5,000,000.00) aggregate for all the above. Each Unit will provide the other Unit upon request, certificate of insurance in a form acceptable to the requesting Unit, evidencing the existence of such insurance or equivalent protection.
5. COSTS: the Unit providing manpower and equipment assumes and agrees to pay all compensation for any of its personnel and all equipment costs associated with assisting the other Unit, including but not limited to wages, compensation or overtime hours of employment, medical payments due to injury, death benefits and damage to its own property or equipment. No Unit shall be reimbursed by the other Unit to this Agreement, except as provided in Paragraph 3, of this Agreement.
6. NOTICES: Notices shall be deemed delivered a) when delivered if by personal delivery, b) as indicated on the receipt when mailed US Postal certified mail, return receipt requested or c) as indicated on the receipt when delivered by a reputable private overnight mail or delivery firm, and, other than personal delivery, shall be delivered to the Units at their following addresses:
 - a.) Ford County Board Chairperson
305 N. Highway 54
Roberts, IL 60962
 - b.) Ford County Engineer
305 N. Highway 54
Roberts, IL 60962
 - c.) Iroquois County Board Chairperson
1747 IL1
Watseka, IL 60970
 - d.) Acting Iroquois County Engineer
 - e.) 1747 IL1
Watseka, IL 60970

THIS AGREEMENT will be governed by the laws of the State of Illinois as to interpretation and performance.

IN WITNESS WHEREOF, the "Units" set their hands on the date written below:

Ford County Board Chairperson

By: Debbie S. [Signature] Date: Aug. 14, 2023

Ford County Engineer

By: _____ Date: _____

Iroquois County Board Chairperson

By: _____ Date: _____

Acting Iroquois County Engineer

By: _____ Date: _____