

**MCHENRY COUNTY CONSERVATION DISTRICT  
RESOLUTION #20-84**

**AUTHORIZE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE RICHMOND TOWNSHIP ROAD DISTRICT  
AND THE MCHENRY COUNTY CONSERVATION DISTRICT RELATED TO  
PLACING A FLOCK CAMERA SYSTEM ON THE NORTH SIDE OF HARTS ROAD WEST OF  
ROUTE 31 THROUGH APRIL 30, 2022**

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**WHEREAS**, the McHenry County Conservation District (hereinafter referred to as the "District"), and the Richmond Township Road District (hereinafter referred to as the "Township") are units of local government authorized by the Illinois Constitution (Il Const. Art VII §10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to contract with each other and otherwise agree amongst themselves and undertake certain transactions with each other; and

**WHEREAS**, the District owns, operates and maintains the Glacial Park Conservation Area (hereinafter referred to as the "Glacial Park") on certain real estate within the boundaries of Richmond Township accessible by Harts Road west of Route 31; and

**WHEREAS**, the District believes it is in the best interest of public safety that a Flock Safety camera system be installed on the north side of Harts Road to monitor access to Glacial Park and to prevent potential criminal activity; and

**WHEREAS**, that portion of Harts Road is under the jurisdiction of the Richmond Township Road District; and

**WHEREAS**, the District is prepared to cooperate with the Township and has determined it is in the best interest of the public and both agencies to allow for the installation of the Flock System as per certain terms of the Intergovernmental Agreement attached to and made a permanent part of this Resolution.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Trustees of the District that it is necessary, desirable, and in the best interest of the District to authorize the Executive Director to execute an Intergovernmental Agreement, and that the President and Secretary of the Board of Trustees are hereby authorized to execute this resolution as attached.

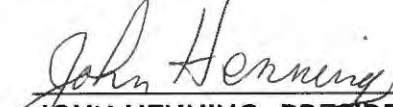
IN WITNESS WHEREOF, this Resolution #20-84 has been executed this 22<sup>nd</sup> day of September 2020, by the President and attested by the Secretary of the Board of Trustees of the District.

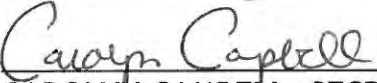
Ayes: 6

Nays: 0

Absent: 1

Abstain: 0

  
JOHN HENNING, PRESIDENT  
BOARD OF TRUSTEES

  
CAROLYN CAMBELL, SECRETARY  
BOARD OF TRUSTEES

## INTERGOVERNMENTAL AGREEMENT FOR CAMERA SYSTEM PLACEMENT

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of September, 2020, hereinafter referred to as the "EFFECTIVE DATE", by and between the Richmond Township Road District, a body political and corporate of the State of Illinois (hereinafter "TOWNSHIP") and the McHenry County Conservation District, a unit of local government (hereinafter "DISTRICT"). The TOWNSHIP and the DISTRICT are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, the TOWNSHIP maintains Harts Road which bisects the DISTRICT's property within Glacial Park; and

WHEREAS, the DISTRICT desires to place a video surveillance system along the north side of Harts Road, west of Illinois Route 31, at the entrance of Glacial Park; and

WHEREAS, the TOWNSHIP agrees to allow the DISTRICT to place a video surveillance system along the north side of Harts Road, west of Illinois Route 31, at the entrance of Glacial Park; and

WHEREAS, the DISTRICT agrees to provide monitoring, maintenance and required repairs of said video surveillance system;

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS Section 220/1 *et seq.*, authorize and encourage the cooperation between units of local government; and

WHEREAS, the TOWNSHIP and the DISTRICT are authorized by the terms and provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, to enter into intergovernmental agreements, ventures, and undertakings to perform jointly a governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the Parties have determined that the DISTRICT's installation of a video surveillance system along Harts Road, west of Illinois Route 31, at the entrance of Glacial Park is in the best interest of the DISTRICT's and TOWNSHIP's residents and the general public.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Except to the extent any claims or damages may be due to or caused by the negligence or willful misconduct of the TOWNSHIP, the DISTRICT shall indemnify and hold harmless the TOWNSHIP and its officials, officers and employees from and against all claims, damages, losses, and expenses, arising from: (i) any wrongful act or omission by the DISTRICT; (ii) any breach by the DISTRICT in the performance of its obligations under this Agreement; or (iii) any failure to comply with all federal, state, and local laws, statutes, ordinances and regulations now and hereafter in force. Except to the extent any claims or damages may be due to or caused by the negligence or willful misconduct of the DISTRICT, the TOWNSHIP shall indemnify and hold harmless the DISTRICT and its officials, officers, employees, agents, contractors, consultants, and representatives from and against all claims, damages, losses, and expenses, arising from: (i) any wrongful act or omission by the TOWNSHIP; (ii) any breach by the TOWNSHIP in the performance of its obligations under this Agreement; or (iii) any failure to comply with all federal, state, and local laws, statutes, ordinances and regulations now and hereafter in force. This Paragraph 5.0(A) shall survive the expiration/termination of the Agreement.
- B. The DISTRICT and the TOWNSHIP shall maintain for the Term of this Agreement, and any extensions thereof, at their own expense, insurance that is "occurrence-based" and is issued by a company or companies qualified to do business in the State of Illinois, which generally require that the company(ies) be assigned a Best's Rating of "A" or higher with a Best's financial size category of class XIV or higher, or by membership in a governmental self-insurance pool, in at least the following types and amounts:
- 1) Commercial General Liability in a broad form, to include but not limited to coverage for the following where exposure exists: bodily Injury and Property Damage, Premises/ Operations, Independent contractors, Products/Completed operations, Personal Injury and Contractual Liability; limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
  - 2) Business Auto Liability, to include but not limited to, bodily Injury and Property Damage, including owned vehicles, hired and non-owned vehicles and employee non-ownership; limits of liability shall not be less than \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability; and
  - 3) Workers Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must include Employer's Liability with minimum limits of \$1,000,000 for each incident.
- C. In reference to the insurance coverage maintained by the DISTRICT and the TOWNSHIP, such policies shall not be canceled, limited in scope, or non-renewed until after thirty (30) days written notice has been given to the other party. Certificates of Insurance evidencing the

11.0 NO AGENCY

The Parties agree that nothing contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the DISTRICT (including its officers, employees and agents) as agents, representatives, or employees of the TOWNSHIP for any purpose, or in any manner, whatsoever. Similarly, nothing contained herein is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or constituting the TOWNSHIP (including its officers, employees and agents) as agent, representatives of the DISTRICT, for any purpose, or in any manner, whatsoever.

12.0 NOTICES

A. The DISTRICT agrees to promptly notify the TOWNSHIP in writing of:

- 1) The receipt of notice of any claim or lawsuit involving the services provided under this Agreement, and

B. All notices permitted or required under this Agreement shall be in writing and shall be transmitted only by (1) personal delivery; or (2) by first class, certified or registered United States Mail, postage prepaid to the following persons at the addresses stated:

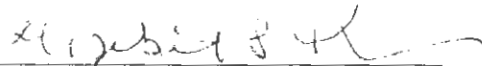
To the TOWNSHIP:                   CHRIS GUMM  
Highway Commissioner  
Richmond Township Road District  
7812 Route 31  
Richmond, IL 60071

To the DISTRICT:  
Elizabeth S. Kessler  
Executive Director  
McHenry County Conservation District  
18410 U.S. Hwy 14  
Woodstock, IL 60098

or to such other address as any Party may, from time to time, designate in a written notice to the other Party.

IN WITNESS WHEREOF, the Parties have hereunto set their hand as written below:

McHenry County Conservation District

By:   
Elizabeth S. Kessler, Executive Director  
McHenry County Conservation District

Date: 9/22/2020

ATTEST:



Date: 9-22-2020

Richmond Township Road District

By: \_\_\_\_\_  
Chris Gumm, Highway  
Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_

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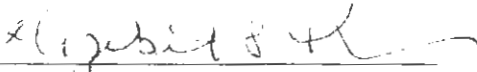
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Commissioner

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_