

**INTERGOVERNMENTAL AGREEMENT**  
**BY AND BETWEEN**  
**Nunda Township Road District**  
**AND McHenry Township Road District**

This AGREEMENT, for Nunda Township Road District to supply one plow driver (Jeff Sonne) to McHenry Township Road District for the 2022-2023 snow and ice season.

WHEREAS, the Nunda Township Road District and McHenry Township Road District are authorized by the terms and provisions of article VII, Section 10 of the Constitution of the State of Illinois, and the intergovernmental Cooperation Act (5ILCS 220/1, et.seq.); to enter into intergovernmental agreements, ventures, and undertakings to perform jointly any governmental purpose or undertaking any of them could do singularly: and

WHEREAS, it is understood that Mr. Jeff Sonne is the only driver available to McHenry Township Road District so long as he is employed by Nunda Township Road District he will be made available to McHenry Township Road District for the 2022-2023 season.

WHEREAS, It is understood that the hourly rate of pay is \$45.00 per hour for regular time and \$70.00 dollars per hour for overtime pay is just reimbursement to Nunda Township Road District for dollars paid out. As no profit is being made, McHenry Township Road District assumes all financial and insurance responsibility as well as all liability responsibility for work being done.

WHEREAS, Nunda Township Road District will supply all benefits to include health insurance to its employee Jeff Sonne according to Nunda Township Road Districts policy procedure. Invoices from Nunda Township Road District and payments from McHenry Township Road District shall be made monthly.

WHEREAS, Nunda Township Road District reserves the right to send a different driver if one becomes available and Jeff Sonne is not.

- 1) Recitals. The above recitals are incorporated by reference.

- 2) **Notices.** All notices required by this agreement shall be delivered by first class, certified, or registered U.S. Mail to the respective parties at the following address.

**If to the McHenry Township:** McHenry Township Road Dist  
3703 North Richmond Road  
Johnsburg, IL 60051

**If to the Nunda Township:** Nunda Township Road Dist  
3518 Bay Road  
Crystal Lake, IL 60012

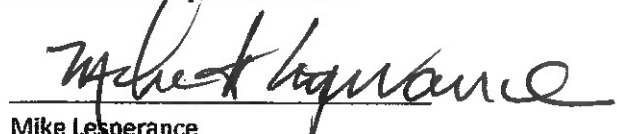
- 3) **Modification.** This agreement may be modified by mutual agreement in writing by the parties hereto.
- 4) **Cancelation.** This agreement may be cancelled without reason by either party with 30-day notice in writing, by the parties hereto.
- 5) **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein, and that this agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof. The parties signing on behalf of the Nunda Township Road District and the McHenry Township Road District represent that they have full and complete authority and are legally authorized to do so.
- 6) **Jurisdiction and Venue.** This agreement shall be interpreted and construed according to the laws of the State of Illinois. Venue for any action arising from this agreement shall be in the 22<sup>nd</sup> Judicial Circuit Court, McHenry County, Illinois. If any part of this agreement becomes unlawful, either party can terminate only that part immediately.

McHenry Township Road District



Jim Condon  
McHenry Township Highway Commissioner

Nunda Township Road District



Mike Lesperance  
Nunda Township Highway Commissioner