

**INTERGOVERNMENTAL AGREEMENT FOR CASEWORK FOR
GENERAL/EMERGENCY ASSISTANCE**

BETWEEN MCHENRY TOWNSHIP AND BURTON TOWNSHIP

THIS AGREEMENT, made and entered into as of this 16th day of February, 2026, pursuant to authority of the Constitution of the State of Illinois, as well as the Illinois Compiled Statutes by and between the Township of McHenry, an Illinois body politic (hereinafter referred to as "MCHENRY") and the Township of Burton, an Illinois body politic (hereinafter referred to as "RICHMOND"):

WITNESSTH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities, and the Intergovernmental Cooperation Act, 5 ILC 220/1, et seq. further authorizes intergovernmental cooperation; and

WHEREAS, MCHENRY and BURTON are units of local government within the meaning of Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act and each has the authority to enter into this Agreement; and

WHEREAS, it has been determined by the Township of MCHENRY and the Township of BURTON that this Agreement is in the best interests of each of the signatory units of local government;

NOW THEREFORE, be it agreed as follows:

SECTION 1. RECITALS. The parties hereto find that the recitals set forth above are true, correct, and proper and hereby incorporate them into the body of this Agreement as fully set forth herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement will be from February 16, 2026 through to and including December 31, 2026, subject to earlier termination as herein provided and subject to annual appropriation of funds by BURTON to the extent required by law. The Agreement may be further extended upon terms and conditions as agreed by the parties at any time during the term of this Agreement.

SECTION 3. SCOPE OF AGREEMENT. It is the intention of this Agreement that MCHENRY shall provide the following services to BURTON without any charge other than the payment provided for in Section 5 hereof, except where otherwise specifically stated:

- A. Casework for General/Emergency Assistance
 - 1. Intake Forms and Information

2. Interview Clients
3. Gather Data, Documents, and any other Information
4. Interact with BURTON
5. Use of MCHENRY software and data to workup case for BURTON.

SECTION 4. SERVICES NOT INCLUDED. The scope of this Agreement shall not extend to or include the furnishing of any type of service that include decisions on any cases or disbursement of funds. Decisions and disbursements of funds shall remain the responsibility of BURTON

SECTION 5. PAYMENT. The cost for the services provided for in this Agreement shall be \$50.00hr. MCHENRY will bill BURTON for the prior month's cases prepared by MCHENRY for BURTON.

Said payments for labor and for materials for each month will become in arrears on the 30th day after date of receipt by BURTON of billing from MCHENRY.

The failure by BURTON to make any required payment pursuant to this section shall be considered a material breach of this Agreement, and in the event of a material breach which is not cured within fourteen days after notice from MCHENRY, then MCHENRY may terminate this Agreement.

If MCHENRY fails to substantially perform its obligations under this Agreement and fails to remedy such performance after reasonable written notice from BURTON to do so, such failure shall be considered a material breach of this Agreement, and in the event of such a material breach, BURTON may terminate this Agreement.

SECTION 6. INDEMNIFICATION.

BURTON shall defend, indemnify and hold harmless MCHENRY, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting (1) from the sole action, negligence, malfeasance, or misfeasance of BURTON, or its officers, agents and employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent, or subcontractor of BURTON.

MCHENRY shall defend, indemnify and hold harmless BURTON, and its officers, agents and employees, from all and any liability, losses, costs, damage or expense, or injury to person or property, including reasonable attorney's fees, arising out of or resulting (1) from the sole action, negligence, malfeasance, misfeasance of MCHENRY or its officers, agents or employees in the performance or non-performance of any act pursuant to this Agreement; or (2) from any claim by an employee, agent or subcontractor of MCHENRY.

SECTION 7. METHOD OF GIVING NOTICES. Except for notices related to snow and/or ice control and except for emergency notices (which may be verbal), all notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means:

- (i) Personal service.
- (ii) Electronic communications, whether by telex, facsimile, telegram or other telecopy, with proof of receipt by addressee.
- (iii) Overnight courier.
- (iv) Registered or certified first class mail, postage prepaid, return receipt requested.

d) **To whom notice is to be given:**

If to: McHenry Township
3703 N. Richmond Rd.
McHenry, IL 60050
Fax No. (815) 385-5671
Attn: Mr. Gary S Barla

With copy to: James G. Militello III
Prime Law Group
747 S. Eastwood Dr.
Woodstock, IL 60098
Fax No. 815-338-0526

If to RICHMOND: Burton Township
1917 Main St.
Spring Grove, IL 60081
Fax No. (815)678-2490

With a copy to:

THIS AGREEMENT IS HEREBY ACCEPTED as of the date and date first above written
by:

BURTON TOWNSHIP

By: April Sketsky
March 10, 2026

MCHENRY TOWNSHIP

By: [Signature]
2/11/26