

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ALGONQUIN TOWNSHIP ROAD DISTRICT
AND THE CUBA TOWNSHIP ROAD DISTRICT
FOR THE SALE AND PURCHASE OF A TRUCK**

THIS AGREEMENT, is made and entered into this 12th Day of December, 2011, between the Algonquin Township Road District (“Seller”), a unit of local government, and the Cuba Township Road District (“Buyer”), a unit of local government.

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, Act 220 of Chapter 5 of the Illinois Compiled Statutes, known as the Intergovernmental Cooperation act, and specifically Section 3 of said Act, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, Seller and Buyer are units of local government within the corporate boundaries of McHenry County, Illinois; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, Seller’s right, title and interest in and to one (1) 1998 Freightliner FL80 Truck, Unit No. 405, Serial Number 1FV6JJBB3WH906735, complete with snowplow, and salt spreader (the “Asset”), free and clear of all liabilities, upon the terms and conditions contained in this Agreement, and in “as is” condition with no expressed or implied warranties; and

WHEREAS, Seller has the authority to sell the Asset pursuant to Illinois law, with specific reference to **605 ILCS 5/6-201.10**; and

WHEREAS, Buyer has the authority to buy the Asset pursuant to Illinois law, with specific reference to **605 ILCS 5/6-201.10**;

NOW THEREFORE, in consideration of the mutual promises and undertakings exchanged in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **SALE OF ASSET**. Seller does hereby sell, transfer, assign and convey, free and clear of all liabilities, liens and other encumbrances, the Asset to Buyer and Buyer agrees to acquire all of Seller's right, title and interest in and to the Asset. The Asset shall be conveyed by a Bill of Sale in the form attached hereto as "Exhibit A."
2. **PURCHASE PRICE AND PAYMENT**. In consideration of the sale, transfer, assignment and conveyance of the Asset, Buyer shall, subject to the terms and conditions of this Agreement, pay to Seller, at time of delivery, the sum of Ten Thousand Dollars (\$10,000.00).
3. **CONDITION OF PROPERTY**. Seller is selling the Asset "as is." Seller makes no representations or warranties, expressed or implied, as to the condition of the Asset, and all warranties of quality, fitness and merchantability are hereby excluded.
4. **PARAGRAPH HEADINGS**. All paragraph and subparagraph headings are for convenience only and do not in any way limit or construe the contents of the paragraphs.
5. **RIGHTS AND REMEDIES**. All rights and remedies granted any of the parties under this Agreement shall be cumulative.
6. **UNDERSTANDING OF THE PARTIES**. This Agreement comprises the complete understanding of the parties and there are no other understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be

made to this agreement unless specifically reduced to writing and accepted by all parties. All prior negotiations and understandings of the parties are deemed merged into this Agreement.

7. **EXECUTION OF DOCUMENTS.** The parties further agree to execute any and all other documents reasonable required to carry out the terms and conditions of this agreement and the transactions contemplated herein.

8. **SEVERABILITY.** Each of the terms and provisions of this agreement is and is deemed to be severable, in whole or in part, and, if any term or provision or the application thereof in any circumstance should be invalid, illegal or unenforceable, the remaining terms and provisions or the application thereof, to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective on the date first set forth above.

SELLER:

ALGONQUIN TOWNSHIP ROAD DISTRICT

By: _____

Robert J. Miller
Algonquin Township Highway Commissioner

Attest: _____

BUYER:

CUBA TOWNSHIP ROAD DISTRICT

BY: _____

Thomas Gooch
Cuba Township Highway Commissioner

Attest: _____