

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“Agreement”) is entered into as of **July 1, 2026** (“Effective Date”), by and between the **BOONE COUNTY CONSERVATION DISTRICT** (“District”) and the **VILLAGE OF POPLAR GROVE, ILLINOIS** (“Village”).

WHEREAS, the Village is the owner of the parcel of land located in Poplar Grove, IL with PIN 04-19-176-020 (“Property”)

WHEREAS, the District and the Village desire to formalize their respective rights and obligations regarding the Village providing temporary construction access to and through a portion of the Property to the District so that the District can remove and replace the District’s Bridge #9 located along the Long Prairie Trail;

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to exercise jointly any power, privilege, function, or authority they may exercise individually; and

WHEREAS, the Village agrees to grant temporary construction access to and through the Property to the District in exchange for the Districts performance of certain obligations as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM.**
This Agreement shall remain in effect beginning July 1, 2026 and shall automatically terminate upon the completion of construction to Bridge #9, which is anticipated to be approximately July 2028, and the satisfaction of all other District obligations, conditions, and requirements set forth herein.

2. **GRANT OF TEMPORARY ACCESS FOR CONSTRUCTION PURPOSES.**
The Village hereby grants to the District, and its contractors and agents, temporary access to and through the portion of the Property identified in Appendix A, attached hereto and incorporated herein (“Access Area”). The Access Area shall be used for purposes related to the repair, replacement, construction, and installation of the District’s Bridge #9 (and appurtenances thereto) consistent with sound and economical engineering and construction practices and customs.

The grant of this temporary access for construction purposes is expressly conditioned upon the District’s agreement to comply with and fully satisfy the requirements set forth below.

3. **WAIVER OF CLAIMS, INDEMNITY AND SAVE AND HOLD HARMLESS.**
The District, on behalf of its officers, officials, employees, agents, contractors, successors, assigns and personal representatives, and any party claiming through any of them, hereby waives all rights of recovery, claims, actions or cause of actions against the Village, and its

officers, officials, employees, agents, successors and assigns (the "Indemnified Parties") related to or in connection with the District's use of the Access Area for construction purposes related to the District's Bridge #9 and further hereby releases, acquits and forever discharges the Indemnified Parties (in their official and individual capacities) from any and all liabilities whatsoever for any and all damages, losses or injuries (including death) which the District, or its officers, officials, employees, agents, contractors, successors, assigns and personal representatives may sustain to person or property or both including, but not limited to, any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees which arise out of or are connected in any manner whatsoever with the District's use of the Access Area for construction purposes related to the District's Bridge #9.

The District hereby indemnifies and saves harmless the Village from any injury to persons or loss or damage to personal or real property which the Village may suffer, incur or sustain arising proximately from the actions of District or its contractors or agents during the performance of its bridge repair/replacement work contemplated under this Agreement. Such indemnity and hold harmless is intended to apply only to damages or injuries suffered by Village from actions by the District or its agent or contractors as well as Village's liability for actions brought by third parties for damages or injuries arising from actions by District, or its agents or contractors, and shall not apply to damages or injuries to third parties arising from Village's willful and wanton actions or failures to act.

4. **MINIMUM INSURANCE REQUIRED.**

Each party to this Agreement shall, during the entire term hereof, procure and maintain, at its sole expense, Comprehensive General Liability Insurance with limits of not less than one million dollars (\$1,000,000.00 per occurrence). The District shall also maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000.00); and automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00). Each Party will provide the other with evidence of such insurance upon request. District shall name the Village as an additional insured on its policies.

5. **NOTICES.**

Notices shall be deemed delivered:

- a) when delivered by personal delivery,
- b) when mailed U.S. Postal certified mail, return receipt requested or
- c) when delivered by a reputable private overnight mail or delivery firm, and shall be delivered to the parties at their addresses as follows:

Executive Director
Boone County Conservation District
603 N Appleton Rd
Belvidere IL 61008

Village President
Village of Poplar Grove
200 N Hill Street
Poplar Grove IL 61065

6. **EFFECTIVENESS.**
This Agreement shall be in full force and effective upon approval by the parties hereto in the manner by law and upon proper execution hereof.
7. **BINDING EFFECT.**
This agreement shall be binding upon and inure to the benefit of any successor entity, which may assume the obligations of any party hereto.
8. **VALIDITY.**
The invalidity of any provision of this Agreement shall not render invalid any other provisions. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.
9. **GOVERNING LAW.**
This agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
10. **EXECUTION IN COUNTERPARTS.**
This Agreement may be executed in multiple counterparts of duplicate originals, each of which shall constitute and be deemed as one and the same document.
11. **AMENDMENTS.**
This Agreement may only be amended by the written consent of all the parties hereto.

The undersigned units of local government hereby have adopted and subscribes to the Agreement to which this signature page will be attached and agrees to be a party thereto and be bound by the terms thereof.

By: _____
 Kristi Richardson, Village President
 Village of Poplar Grove, Illinois
 ATTEST:

Date: _____

 Karri Miller, Village Clerk
 Village of Poplar Grove, Illinois

Date: _____

By: _____
 George Thomas, President
 Boone County Conservation District
 ATTEST:

Date: _____

 Meredith Williams, Secretary
 Boone County Conservation District

Date: _____