

INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL CONTROL SERVICES
BETWEEN THE VILLAGE OF POPLAR GROVE
AND BOONE COUNTY, ILLINOIS

WHEREAS, the Village of Poplar Grove (the Village), is an Illinois unit of local government, duly created and existing under the laws of the State of Illinois; and

WHEREAS, Boone County, Illinois (the County), is an Illinois unit of local government, duly created under the laws of the State of Illinois; and

WHEREAS, the County, pursuant to the Illinois Animal Control Act, 510 ILCS 5/1 et al (“The Act”) has certain rights, duties, and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has a duty to monitor cat and dog populations throughout the county; and

WHEREAS, the Act does not limit the power of any municipality or other political subdivision to further control or regulate animals within their jurisdiction; and

WHEREAS, historically the County has provided additional animal services not required by the Act to municipalities within the County for no charge. Examples of services provided but not required include but are not limited to: some wild life calls, noise complaints (barking dogs), deceased animals and police calls where animals are located but are not the subject of the criminal investigation; and

WHEREAS, for several years, the County’s Animal Services Department has been operating at a deficit; and

WHEREAS, the Village does not have the personnel, equipment, supplies and facilities to adequately provide additional animal services to the public of which they have become accustomed; and

WHEREAS, the Village and the County recognize that significant economies of scale and tax dollar savings can be realized by coordinating animal services between the parties; and

WHEREAS, the Village and the County desire to enter into an agreement by which the County will provide certain animal services for the Village for compensation, in conjunction with existing statutory duties; and

WHEREAS, Pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3 et seq.), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Village believes it in the best interests of its citizens to enter into this Agreement with the County.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth in this Agreement and other valuable consideration the sufficiency of which is acknowledged, the Village and the County agree as follows:

1) The foregoing recitals are incorporated herein as if fully set forth.

2) SERVICES:

The Parties agree that the County's Animal Control Services Department will provide the specified services outlined in Exhibit A to the Village upon their request for a fee as outlined in Exhibit B.

3) COMPENSATION:

The Parties agree to the fees outlined in Exhibit B that is attached and incorporated herein by reference. The County will provide the Village with an invoice of services provided monthly and the Village shall pay the invoice within 45 days of receipt. The invoice shall, at a minimum, specify the date(s) of service, particulars regarding the animal serviced, and the types of services rendered. Nothing in this Agreement shall be construed to limit the right of Boone County or the municipality to increase or impose any fees or charges to individual owners as permitted by law.

4) TERMINATION:

a) This Agreement shall be for an initial term of one (1) year after it is ratified and signed by the parties. During the initial term it may only be amended or terminated by the mutual written consent of the Parties.

b) The Parties agree to review the Agreement Sixty (60) days prior to the expiration of the initial term to determine if any adjustments need to be made to Exhibit A.

c) After the initial term, either Party may terminate this Agreement upon sixty (60) days notice to the other Parties.

d) In the event this Agreement is terminated, the Village shall pay any outstanding compensation due to the County within 30 days of the final day of the Agreement.

5) MISCELLANEOUS:

- a) This Agreement may be modified only by the mutual written consent of the Parties after appropriate authorization and approval of their Board or Council.
- b) This Agreement supersedes all prior agreements, negotiations and exhibits and is a full integration of the entire agreement of the Parties.
- c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- d) If any provision, covenant, agreement or portion of this Agreement or its application to any person, or entity is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement, and to that end all provisions, covenants or portions of this Agreement are declared to be severable.
- e) All notices related to this Agreement shall be in writing and shall be deemed delivered to the addressee two (2) days after deposit in the United States mail, postage prepaid or one (1) day after delivery by email accompanied by a confirmation indicating receipt of the email. All notices shall be addressed as follows:

If to County: To: Boone County Administrator
1212 Logan Avenue
Belvidere, Illinois 61008
btobin@boonecountyil.gov

With a Copy To: Boone County State's Attorney
Boone County Courthouse
601 N. Main Street, Suite 302
Belvidere, Illinois 61008
stateatty@boonecountyil.gov

If to Village: To: Karri Miller
Village of Poplar Grove
Village Clerk
200 N. Hill Street
Poplar Grove, IL 61065

With a Copy to: Roxanne Sosnowski
Village of Poplar Grove
Village Attorney
6735 Vistagreen Way, STE 300
Rockford, IL 61107

- f) Any Section titles or numbers are for convenience purposes only and shall not be considered in any interpretation of this Agreement.
- g) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules.
- h) Any action brought to enforce this Agreement, or arising out of this Agreement or related to this Agreement shall be brought in the 17th Judicial Circuit, Boone County Illinois and the Parties submit to the jurisdiction of and venue in that Court.
- i) This Agreement is an agreement solely between the Parties and exists only for the benefit of the Parties. There are not intended third Party beneficiaries to this Agreement.
- j) Each party shall indemnify, defend and hold harmless the other party and its officers, agents, and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Boone County Animal Services' services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by each party and its officers, agents and employees to the extent prohibited by law.

Signed this _____ day of _____, 2026.

By: _____
Karl Johnson
Chairman Boone County Board

By: _____
Kristi Richardson
Village of Poplar Grove, President

Attest: _____
Boone County Clerk

Attest: _____
Kerri Miller
Village Clerk