

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOONE COUNTY SHERIFF AND THE
VILLAGE OF POPLAR GROVE FOR E-CITATION COURT FEES

This Intergovernmental Agreement (hereinafter "Agreement") is entered into this ____ day of _____ 2021, by and between the BOONE COUNTY SHERIFF (hereinafter "Sheriff") and VILLAGE OF POPLAR GROVE (hereinafter "Village").

RECITALS:

- A. 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. The Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., further authorizes intergovernmental cooperation.
- B. WHEREAS, the County and Village are units of 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.
- C. WHEREAS, the Boone County Circuit Clerk pursuant to statute collects a fee for Village ordinance violations and a portion of the fee is set aside for e-citation (currently \$2.00). (705 ILCS 135/10-5 and 15-65).
- D. WHEREAS, the E-citation fee may only be used by the Village to defray expenses related to the establishment and maintenance of an E-citation system.
- E. WHEREAS, currently, the Village does not have a E-citation system nor are their any plans to implement said system.
- F. WHEREAS, the portion of the e-citation fee collected is de minimis. For calendar years 2020 and 2021, the Village's received \$0.00 for E-citations. As of the date of this Agreement, in calendar year of 2022, the Village's portion totaled \$6.00.
- G. WHEREAS, in most instances, the Boone County Sheriff issues the citation for which the fee is collected.
- H. WHEREAS, the Boone County Sheriff established and currently uses an E-citation system.

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 if fully set forth herein.

SECTION 2: TERM OF AGREEMENT

This Agreement shall continue until one party provides 30 days written notice to the other to terminate said Agreement.

SECTION 3: SCOPE OF THE AGREEMENT

- A. The Boone County Circuit Clerk shall transfer any and all of the Village's E-Citation fees collected by the Clerk to the Boone County Sheriff's E-Citation

Account for the purpose of defraying expenses related to the maintenance of E-Citations.

SECTION 4: NOTICE

All notices concerning this Agreement shall be in writing and addressed to the other party as follows:

Sheriff: Boone County Sheriff
615 N. Main Street
Belvidere, IL 61008

Village: Village of Poplar Grove President
200 N. Hill Street
Poplar Grove, IL 61065

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Sheriff and the Village have caused this Agreement to be executed.

County of Boone

Village of Poplar Grove

By: _____
Sheriff

By: _____
Village President

Date: _____

Date: _____

Attest:

Attest:

By: _____
Notary

By: _____
Township Clerk