

LAW OFFICES  
SAIKLEY, GARRISON, COLOMBO & BARNEY, LLC  
DANVILLE, ILLINOIS 61834-0006

ALBERT SAIKLEY (612-1967)  
WILLIAM L. GARRISON (RETIRED)  
GILBERT H. SAIKLEY  
KEVIN M. COLOMBO  
EDWIN C. BARNEY  
JOHN M. BEARDSLEY

308 W. NORTH STREET  
P.O. BOX 6

TELEPHONE  
(217) 442-0244  
FACSIMILE  
(217) 442-0562

April 26, 2016

Facsimile 554-6010 as well as mailing a copy to:

Vermilion County  
Attn: Mike Marron, County Board Chairman  
Courthouse Annex  
6 North Vermilion  
Danville, IL 61832

Re: Intergovernmental Agreement for Animal Control Services

Dear Mike:

I represent the Village of Westville and as required by the Intergovernmental Agreement that went into effect on July 12, 2006 between the Village of Westville and Vermilion County regarding animal control services, the Village is giving the County more than 60 days' notice that it will not be renewing said agreement at the end of this contract year. I have enclosed a copy of the Intergovernmental Agreement for your review.

My client is interested in coming to a new intergovernmental agreement to provide animal control services. I have enclosed a copy of the agreement that the Village would like to propose. Please let me know your thoughts on this matter.

I have also sent a copy of this letter and attachments to Bill Donahue.

Very truly yours,

  
\_\_\_\_\_  
Edwin Barney

EB/jal  
Enclosure  
cc: Bill Donahue

*Original*

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into by and between the County of Vermilion (hereinafter "County") and the Village of WESTVILLE, an Illinois Municipal Corporation, (hereinafter "Village") for Animal Control Services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., enables the parties to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs, cats and other animals subject to impoundment from within the Village upon the request of the Village; and

WHEREAS, the County has the desire and ability to provide such services through the Vermilion County Department of Animal Regulation (hereinafter "Department").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- ? 1. The County agrees to provide to the Village, Animal Control Services in accordance with Village ordinances, through the Department.
- ★ 2. Department will respond to requests for Animal Control Services from the Village officials and citizens residing within Village limits and 911 Emergency Service.
- 3. For services provided by the Department under this Agreement, the Village agrees to pay the County \$21.00 per hour of service, with a minimum of one hour per call. The Village shall pay the County through the Department monthly on the 21st of each month following the month of service.  
or before
- 4. The Department agrees to provide monthly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals.
- 5. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least sixty (60) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.

## ARTICLE I

### Services to be Performed by the County Department

- 1.1 The County shall enforce State, County and local Animal Control statutes and ordinances, including the ordinance of the Village, except as provided in this agreement, within the Village.
- 1.2 Services to be provided the Village by the County Department shall include the following:
  1. (a) Basic Animal Control as set forth in and regulated by the Village's Animal Control ordinance;
  - (b) Humane investigations as needed for alleged cruelty and similar situations;
  - (c) After hours emergency calls which pose a threat to the LIFE, HEALTH or SAFETY of an ANIMAL or HUMAN.

## ARTICLE II

### Services NOT Provided by the County Department

- 2.1 The County shall not provide the following services:
  - (a) Response to calls for stray animals and similar non emergency situations after the set hours of the County Department Animal Control enforcement personnel;
  2. (b) The pick-up and disposal of dead animals on public and private property within the Village;
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  - (d) Enforcement of regulations in conflict with State or County ordinances;
- 2.2 All services to the Village are subject to availability of Department personnel.

**ARTICLE III**

**Responsibilities of Village**

- 3.1 The Village shall be responsible for the prosecution of all violations and collections of all fines based upon the Village charges.
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**Effective Date, Amend, Etc.**

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- 4.4 Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village of \_\_\_\_\_ Village of Westville  
201 N. State St  
Westville, IL 61883

Vermilion County, Attention County Board Chairman  
 Courthouse Annex, 6 N. Vermilion Street, Danville, Illinois 61832

Page 5  
Intergovernmental Agreement for Animal Control Services

PRESENTED, APPROVED, AND RESOLVED by the County Board of Vermillion County, Illinois at it's June 13, 2006, A.D. meeting.

Dated this 13th day of June, 2006 A.D.

William D. Boyer  
Vermillion County Board Chairman

ATTEST: [Signature]  
Clerk of the County Board

[Signature]  
Approved Form: State's Attorney

APPROVED BY HEALTH & EDUCATION COMMITTEE:

[Signature] 15/18/06  
Committee Chairperson

[Signature]  
[Signature]  
[Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RES. 06-0601

Aye 20 Nay      Absent 7

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF Westville  
an Illinois Municipal Corporation

COUNTY OF VERMILION  
Danville, Illinois

By: Jeff Shank  
President

By: \_\_\_\_\_  
County Board Chairman

Date: 7-12-06

Date: \_\_\_\_\_

Attest: Vicki Smith  
Clerk

Attest: \_\_\_\_\_  
Clerk

Date: July 12, 2006

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael P. ...  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office



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*by which 1 pg of signatures,*  
*#4 or #5?*  
*June 2016 / July 2016*



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ATTEST: Leann Foster  
Clerk of the County Board

[Signature]  
Approved Form: State's Attorney

APPROVED BY HEALTH & EDUCATION COMMITTEE:

[Signature] 15/18/06  
Committee Chairperson

[Signature]

[Signature]

[Signature]

\_\_\_\_\_  
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RES. 06-0601

Aye 20 Nay      Absent 7

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President

By: \_\_\_\_\_  
County Board Chairman

Date: 7-12-06

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Attest: Vicki Smith  
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Attest: \_\_\_\_\_  
Clerk

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APPROVED AS TO FORM:

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Michael Pierce  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office



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*by which 1 pg of signatures,*  
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*June 2016 / July 2016*



ARTICLE I

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**Intergovernmental Agreement for Animal Control Services**

**PRESENTED, APPROVED, AND RESOLVED** by the County Board of Vermilion County, Illinois at it's \_\_\_\_\_, 2016, A.D. meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016, A.D.

\_\_\_\_\_  
**Vermilion County Board Chairman**

**ATTEST:** \_\_\_\_\_  
**Clerk of the County Board**

\_\_\_\_\_  
**Approved Form: State's Attorney**

**APPROVED BY HEALTH & EDUCATION COMMITTEE:**

\_\_\_\_\_  
**Committee Chairperson**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RES.** \_\_\_\_\_

**Aye** \_\_\_\_ **Nay** \_\_\_\_ **Absent** \_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

**VILLAGE OF Westville**  
**An Illinois Municipal Corporation**

**COUNTY OF VERMILION**  
**Danville, Illinois**

By: \_\_\_\_\_  
Village President

By: \_\_\_\_\_  
County Board Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Village Clerk

Attest: \_\_\_\_\_  
County Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
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**Approved Form: State's Attorney**

**APPROVED BY HEALTH & EDUCATION COMMITTEE:**

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**Committee Chairperson**

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**Aye** \_\_\_ **Nay** \_\_\_ **Absent** \_\_\_\_\_



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My client is interested in coming to a new intergovernmental agreement to provide animal control services. I have enclosed a copy of the agreement that the Village would like to propose. Please let me know your thoughts on this matter.

I have also sent a copy of this letter and attachments to Bill Donahue.

Very truly yours,



Edwin Barney

EB/jal  
Enclosure  
cc: Bill Donahue

*Original*

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made and entered into by and between the County of Vermilion (hereinafter "County") and the Village of WESTVILLE, an Illinois Municipal Corporation, (hereinafter "Village") for Animal Control Services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., enables the parties to enter into agreements among themselves and provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs, cats and other animals subject to impoundment from within the Village upon the request of the Village; and

WHEREAS, the County has the desire and ability to provide such services through the Vermilion County Department of Animal Regulation (hereinafter "Department").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village, Animal Control Services in accordance with Village ordinances, through the Department.
2. Department will respond to requests for Animal Control Services from the Village officials and citizens residing within Village limits and 911 Emergency Service.
3. For services provided by the Department under this Agreement, the Village agrees to pay the County \$21.00 per hour of service, with a minimum of one hour per call. The Village shall pay the County through the Department monthly on the 21st of each month following the month of service.  
or before
4. The Department agrees to provide monthly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals.
5. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least sixty (60) days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.

**ARTICLE I**

**Services to be Performed by the County Department**

- 1.1 The County shall enforce State, County and local Animal Control statutes and ordinances, including the ordinance of the Village, except as provided in this agreement, within the Village.
- 1.2 Services to be provided the Village by the County Department shall include the following:
  - (a) Basic Animal Control as set forth in and regulated by the Village's Animal Control ordinance;
  - (b) Humane investigations as needed for alleged cruelty and similar situations;
  - (c) After hours emergency calls which pose a threat to the LIFE, HEALTH or SAFETY of an ANIMAL or HUMAN.

**ARTICLE II**

**Services NOT Provided by the County Department**

- 2.1 The County shall not provide the following services:
  - (a) Response to calls for stray animals and similar non emergency situations after the set hours of the County Department Animal Control enforcement personnel;
  - (b) The pick-up and disposal of dead animals on public and private property within the Village;
  - (c) The setting of traps in attics, crawl spaces or other areas deemed to pose a danger to the County Department's enforcement personnel;
  - (d) Enforcement of regulations in conflict with State or County ordinances;
- 2.2 All services to the Village are subject to availability of Department personnel.

**ARTICLE III**

**Responsibilities of Village**

- 3.1 The Village shall be responsible for the prosecution of all violations and collections of all fines based upon the Village charges.
- 3.2 The Village shall provide the County Department with the text of Animal Control ordinances and any proposed Animal Control ordinance amendments prior to adoption.

**ARTICLE IV**

**Effective Date, Amend, Etc.**

- 4.1 This Agreement shall become effective on the date that the last party to this Agreement signs it.
- 4.2 This Agreement may be amended only by a written document signed by both parties.
- 4.3 Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
- 4.4 Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village of \_\_\_\_\_ Village of Westville  
201 N. State St  
Westville. IL 61883

Vermilion County, Attention County Board Chairman  
 Courthouse Annex, 6 N. Vermilion Street, Danville, Illinois 61832

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Intergovernmental Agreement for Animal Control Services

PRESENTED, APPROVED, AND RESOLVED by the County Board of Vermilion County, Illinois at it's June 13, 2006, A.D. meeting.

Dated this 13th day of June, 2006 A.D.

William D. Boyer  
Vermilion County Board Chairman

ATTEST: [Signature]  
Clerk of the County Board

[Signature]  
Approved Form: State's Attorney

APPROVED BY HEALTH & EDUCATION COMMITTEE:

[Signature] 15/18/06  
Committee Chairperson

[Signature]  
[Signature]  
[Signature]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RES. 06-0601

Aye 20 Nay      Absent 7

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

VILLAGE OF Westville  
an Illinois Municipal Corporation

COUNTY OF VERMILION  
Danville, Illinois

By: Jeff Shank  
President

By: \_\_\_\_\_  
County Board Chairman

Date: 7-12-06

Date: \_\_\_\_\_

Attest: Vicki Smith  
Clerk

Attest: \_\_\_\_\_  
Clerk

Date: July 12, 2006

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael P. ...  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

