



WILL COUNTY ANIMAL CONTROL DEPARTMENT
1200 S. CEDAR ROAD, Unit 1D • NEW LENOX, ILLINOIS 60451 • (815) 462-5633

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF WILL
AND
THE VILLAGE OF HOMER GLEN
FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

L.P. Schild, DVM
Administrator

THIS AGREEMENT, is made by and between the COUNTY OF WILL, a body corporate and politic, acting by and through its County Board hereinafter referred to as "COUNTY," and the VILLAGE OF HOMER GLEN, a home rule municipality, acting by and through its Village Board, hereinafter referred to as "VILLAGE" for the purpose of providing animal control services.

WHEREAS, 5 ILCS 220/1 et seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the VILLAGE and the COUNTY are public agencies as that term is defined in the Intergovernmental Cooperation Act (5ILCS 220/1 et seq.); and

WHEREAS, pursuant to sec 90.21 of the Will County Animal Control Ordinance, the Will County Animal Control Department has the authority subject to the approval of the County Board to enter into contracts with municipalities to provide animal control services and to assign fees for the services provided; and

WHEREAS, the County Board of Will County, Illinois and the corporate authorities of the Village of Homer Glen believe that it is in the best interests of the citizens of the Village of Homer Glen and Will County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows;

Section 1. Recitals. The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

Section 2. Term. This term of this agreement is for three (3) years after this agreement has been fully executed by both parties.

Section 3. Duties and Responsibilities. The COUNTY and the VILLAGE shall have the following duties and responsibilities:

The COUNTY shall:

- A) Respond in a timely manner to call outs received from officers of the VILLAGE's Police Department for stray animals;
- B) Take custody of the stray animal, if found;
- C) Fax a copy of the complaint with police issued case number to the VILLAGE;
- D) Bill the VILLAGE for call outs on a monthly basis;
- E) Hold the animal until the animal's owner pays all fees and fines owed to the VILLAGE as demonstrated by either a receipt or a release from the VILLAGE;

The VILLAGE shall:

- A) Provide specific information regarding the location of the stray animal and a case number at the time of the call out;
- B) Issue a receipt or release to the animal's owner upon full payment to the VILLAGE of all fines or fees;
- C) Upon full payment of the VILLAGE's fines and fees direct the animal's owner to the Will County Animal Control Facility at 1200 S. Cedar Road Unit 1D New Lenox, IL 60451 or to call 815-462-5633 where the animal owner will pay any boarding fees and then be directed to the appropriate boarding facility;
- D) Pay all fees to the COUNTY in conformance with the schedule set forth in Section 4 below within 30 days of invoice.

Section 4. Fees and services. The services to be provided and the fees to be paid pursuant to this Intergovernmental Agreement are as follows:

Service Provided	Fee
Animal call out Monday through Friday, 8:30 A.M.-4:30 P.M.	\$100.00
Animal call out After hours, weekends and holidays, 4:30 P.M.-12:30 A.M.	\$150.00
Emergencies Only 12:30 A.M.-8:30 A.M.	\$250.00

*Once Animal Control is called out, VILLAGE will be charged whether or not an animal is taken into custody.

Section 5. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 6. Successors and Assigns Clause. This Agreement and the agreements, restrictions, and provisions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and on all parties, assigns, and successors.

Section 7. Entire Agreement. This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

COUNTY OF WILL, STATE OF ILLINOIS

By: Lawrence M. Walsh
Date: February 28, 2014
Name: Lawrence M. Walsh
Title: County Executive

ATTEST: Nancy Schultz-Voots
Date: March 3 2014
Name: Nancy Schultz-Voots
Title: County Clerk

VILLAGE OF HOMER GLEN

By: J.P. Daley
Date: 10-29-14
Name: James P. Daley,
Title: Mayor

ATTEST: Gale Skroboton
Date: 1-29-14
Name: GALE SKROBUTON
Title: Village Clerk