

VILLAGE OF PALESTINE, ILLINOIS

ORDINANCE NO. 2025-O 02

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE COUNTY OF CRAWFORD, ILLINOIS, AND
THE VILLAGE OF PALESTINE, ILLINOIS, FOR ANIMAL CONTROL SERVICES

ADOPTED BY THE BOARD OF TRUSTEES
OF THE VILLAGE OF PALESTINE, ILLINOIS
THIS 9 DAY OF January, 2025

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF
THE BOARD OF TRUSTEES OF THE VILLAGE OF PALESTINE
CRAWFORD COUNTY, ILLINOIS
THIS 9 DAY OF January, 2025

CERTIFICATE OF PUBLICATION

I, the duly qualified Village Clerk of the Village of Palestine, Illinois, and the
official custodian of records of said Village, do hereby certify that this Ordinance was
published in pamphlet form by authority of the Board of Trustees on the 9 day of
January, 2025.

Kerry Watson
KERRY WATSON, Village Clerk

ORDINANCE NO. 2025-O-02

AN ORDINANCE TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CRAWFORD, ILLINOIS, AND THE VILLAGE OF PALESTINE, ILLINOIS, FOR ANIMAL CONTROL SERVICES

BE IT ORDAINED by the Board of Trustees of the Village of Palestine, Crawford County, Illinois, that it does hereby approve AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CRAWFORD, ILLINOIS, AND THE VILLAGE OF PALESTINE, ILLINOIS, FOR ANIMAL CONTROL SERVICES.

BE IT FURTHER ORDAINED by the Board of Trustees of the Village of Palestine, Crawford County, Illinois, that the Village President and the Village Clerk be, and they are hereby authorized and empowered to execute on behalf of the Village of Palestine, Illinois, a Municipal Corporation, AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF CRAWFORD, ILLINOIS, AND THE VILLAGE OF PALESTINE, ILLINOIS, FOR ANIMAL CONTROL SERVICES, a true and correct copy of which is attached hereto and incorporated herein by reference.

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Upon roll call vote the following Trustees voted yea:

Mary Michael, Gene Purcell, Twilla Davis

Upon roll call vote the following Trustees voted nay:

JR Dunlap, Jim McDaniel

Passed, approved and published in pamphlet form this 9 day of

January, 2025.

James R. Byrley
JAMES R. BYRLEY, Village President

ATTEST:

Kerry Watson
KERRY WATSON, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF CRAWFORD, ILLINOIS AND THE VILLAGE OF
PALESTINE, ILLINOIS, FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is made, executed and delivered the date hereafter set forth by and between the County of Crawford, Illinois, a body politic and corporate, hereinafter referred to as "CRAWFORD COUNTY" and the Village of Palestine, Illinois, an Illinois Municipal Corporation, of Palestine, Illinois, hereinafter referred to as "PALESTINE".

WITNESSETH:

WHEREAS, PALESTINE and CRAWFORD COUNTY is desirous of entering into an Agreement for the purposes of animal control services; and

WHEREAS, Article VII, Section 10 of the State of Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges or authority which may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any one or more units of government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, PALESTINE is subject to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) and PALESTINE is not a home rule municipality; and

WHEREAS, CRAWFORD COUNTY is subject to the provisions of the Illinois Counties Code (55 ILCS 5/ et seq.); and

WHEREAS, the parties have determined that it is in their respective best interests and the best interests of the residents of PALESTINE and CRAWFORD COUNTY, respectively, for the parties to enter into this agreement for animal control services within the corporate limits of PALESTINE, and the governing bodies of both of the parties hereto have adopted an Ordinance or Resolution approving the Agreement and authorizing the appropriate officers of such party to make, execute and deliver this Agreement for and on behalf of such party.

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

FIRST: CRAWFORD COUNTY SHALL:

1. Respond in a timely manner to "call outs" initiated by any officer of the Village of Palestine Police Department for stray animals;
2. Take custody of the stray animal, if found;
3. Fax a copy of the complaint with police issued case number to PALESTINE;
4. Send statements to PALESTINE on a monthly basis; and
5. Hold the animal until the animal's owner pays all fees and fines owed to PALESTINE as demonstrated by either a receipt or a release from PALESTINE.

SECOND: PALESTINE SHALL:

1. Provide specific information regarding the location of the stray animal and a police issued case number at the time of the "call out";
2. Issue a receipt or release to the animal's owner upon full payment to PALESTINE of all fines or fees;
3. Upon full payment of PALESTINE'S fines and fees, direct the animal's owner to the Crawford County Animal Control facility located at 10280 N. 900th Street, Robinson, Illinois 62454 or to call (618) 544-8554; and
4. Pay all applicable fees to CRAWFORD COUNTY on a monthly basis in conformance with the following schedule:

<u>Services Provided</u>	<u>Fee</u>
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

THIRD: PALESTINE agrees that once animal control is called out, PALESTINE will be charged regardless of whether or not the animal is taken into custody.

FOURTH: Upon receiving a call out, CRAWFORD COUNTY agrees to make all reasonable efforts to take said animal into custody.

FIFTH: This Agreement shall terminate without further notice by any party, one year after this agreement has been fully executed by both parties.

SIXTH: This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign its interest in this Agreement either voluntarily or by operation of law without the prior written consent and approval of the other party.

SEVENTH: This Agreement constitutes the entire agreement of the parties and may be altered, modified or amended only upon the written consent and agreement of both parties after approval by the governing body of each party as required by law.

EIGHTH: All notices required hereunder shall be in writing and shall be served personally, be registered or certified mail return receipt requested, or by express delivery service, as follows:

If to PALESTINE:
Village President
301 S. Main Street
Palestine, Illinois 62451

If to CRAWFORD COUNTY:
County Board Chairman
100 Douglas Street
Robinson, Illinois 62454

In the event of the change of either of the above addresses, the party whose address changes shall notify the other party in writing of such change and the new address.

NINETH: The waiver by either party of any, term, covenant or condition herein, or the failure of such party shall not be deemed or construed to constitute a waiver of such term, covenant or condition, which shall remain in full force and effect and shall continue to be subject to enforcement.

TENTH: This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and all actions arising out of or pursuant to the terms of this Agreement shall be brought exclusively in the Circuit Court for Crawford County, Illinois.

ELEVENTH: 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 herein is deemed by a Court of competent jurisdiction to be invalid or unlawful, 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.

TWELFTH: Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement this 9 day of January, 2025.

COUNTY OF CRAWFORD,
STATE OF ILLINOIS,

By: William J. Burke, Jr.
WILLIAM "BILL" BURKE, JR.
County Board Chairman

ATTEST:

Beckie Staley
BECKIE STALEY, County Clerk

VILLAGE OF PALESTINE, ILLINOIS

By: James R. Byrley
JAMES R. BYRLEY, Village President

ATTEST:

Kerry Watson
KERRY WATSON, Village Clerk