

## ANIMAL CONTROL SERVICES AGREEMENT

This Animal Control Services Agreement (hereinafter "Agreement") is effective at 12:00 AM on May 1, 2022 and is entered into by and between t the Village of Savoy, a home rule Illinois municipal corporation and body politic (hereinafter "Village") and the County of Champaign, a body politic and corporate (hereinafter "County").

### RECITALS

**WHEREAS**, Section 10 of Article VI I 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 the Village desires that the County render certain services more fully described herein; and

**WHEREAS**, there is a need to remove stray animals subject to impoundment from within the Village's corporate limits upon the request of the Village; and

**WHEREAS**, the County has the means and the ability to provide such animal control services (hereinafter "Services") through the Champaign County Animal Control Department (hereinafter "Department").

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

**Section 1 - Incorporation of Recitals:** The Village and the County find the matters recited above are true and are hereby incorporated into and made a part of this Agreement.

**Section 2 - Agreement to Provide Services:** The County agrees to provide to the Village with Services, in accordance with Village ordinances, through the Department. The Department agrees to provide regular updates and reports to the Village. The Village and Department will mutually agree on reporting frequency and the contents of the reports.

**Section 3 - Agreement to Respond to Calls for Service:** The Department will respond to all requests for Services from Village residents and calls for service made directly by the Village to the Department.

**Section 4 - Annual Cost of Agreement:** For Services provided by the Department, the Village shall pay the County an annual rate of \$1.49 per capita. Per capita shall be based on the Village's population based on the most recent census conducted by the United States Census Bureau. The Village shall pay the annual cost of the agreement throughout the year. The annual cost shall be divided by twelve (12) months and the Village shall pay that amount to the County on the 15<sup>th</sup> day of each month.

**Section 5 - Annual Automatic Rate Increase:** The annual rate increase will go into effect on July 1st for each subsequent year of the Agreement. Rates will increase annually by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate, as set by the State of Illinois in January of each year. However, if the PTELL CPI rate is at or under zero, the annual rate increase shall be 0.00%. If the PTELL CPI rate is at or over 5.00%, the annual rate increase shall be capped at 5.00%. In January of each year, the Department shall annually provide to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.

**Section 6 - Holding of Owned Animals:** Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Village's law enforcement service provider, the Village President, the Village Administrator, or as directed by a court order.

**Section 7 - Issuing Village Notice(s) to Appear (NTA):** The Department shall investigate animal control matters pursuant to established Village and Department policies and procedures. Upon a Department determination that probable cause exists that a violation of the Village's animal control ordinance is being or has been committed, the Department shall issue NTAs for the same pursuant to the procedures of the Village.

**Section 8 - Standards of Performance:** The Department agrees to devote such time, attention, skill, and knowledge as is necessary to perform Services effectively and efficiently. The County acknowledges and accepts a relationship of trust and confidence with the Village and agrees to cooperate with the Village in performing Services to further the best interests of the Village.

**Section 9 - Assignment:** This Agreement shall be binding on the parties and their respective successors and assigns, provided however, that neither party may assign this Agreement, or any obligations imposed hereunder without the prior written consent of the other party.

**Section 10 - Confidentiality and Ownership of Documents:** In the performance of the Services, the Village and the County may have access to certain information, belonging to the other party, that is not generally known to others ("Confidential Information"). Both parties agree not to use or disclose to any third party, except as required by court order or applicable law, any Confidential Information or any records, reports, or documents prepared or generated as a result of this Agreement without the prior written consent of the other party. The terms of this section shall survive the expiration or termination of this Agreement.

**Section 11 - Independent Contractor:** It is understood and agreed that the relationship of the County and the Department to the Village is and shall continue to be that of an independent contractor and County employees shall not be entitled to receive any Village employee benefits. As an independent contractor, the County agrees to be responsible for the payment of all taxes and withholdings specified by law. It is further agreed that neither the County nor its employees, staff, or subcontractors shall represent themselves as employees or agents of the Village; the Village is not party to any collective bargaining agreement negotiated or administered by the County.

**Section 12 - Indemnification:** The Village and the County agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents regarding the performance of this Agreement.

**Section 13 - Insurance:** At all times during the term of this Agreement, the County shall maintain, at their sole expense, all required and necessary insurance coverages for the County, the Department, its employees, officers, and independent contractors.

**Section 14 – Initial Term and Automatic Renewal:** This Agreement shall become effective at 12:00 AM on May 1, 2022 and shall continue through 11:59 PM on June 30, 2023. This Agreement shall then automatically renew and continue in effect beginning at 12:00 AM on July 1 annually, unless terminated by either party giving written notice to the other at least thirty (30) days prior to the annual renewal date.

**Section 15 - Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

**Section 16 - Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.

**Section 17 – Notice:** Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

IF TO THE VILLAGE:

Village Administrator  
Village of Savoy  
611 N. Dunlap Avenue  
Savoy, Illinois 61874-8406

WITH COPY TO:

Marc Miller, Village Attorney  
Miller and Hendren  
P.O. Box 980  
Champaign, Illinois 61824-0980

IF TO THE COUNTY:

Champaign County Executive  
County of Champaign  
1776 East Washington Street  
Urbana, Illinois 61802

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date and year indicated herein.

VILLAGE OF SAVOY

COUNTY OF CHAMPAIGN

By: Christopher Wacker

By: Debra A. Klemp

Title: Village Administrator

Title: County Executive

Date: 2022-04-21

Date: 4-22-22

ATTEST

ATTEST

By: Wendy M. Mundy

By: Megan Robison

Title: Village Clerk

Title: Administrative Assistant

Date: April 21, 2022

Date: 4/22/22

[SEAL]

[SEAL]

APPROVED AS TO FORM

APPROVED AS TO FORM

By: Paul J. Mula

By: \_\_\_\_\_

Title: Assistant State's Attorney

Title: \_\_\_\_\_

Date: 4/28/22

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