

## **INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered in by the County of Champaign (hereinafter "County") and the Village of Tolono (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 and other animals subject to impoundment from within the Village upon request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Village ordinances through the Department.

1. The County agrees to provide to the Village animal control services from citizens residing within the Village.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.49 per capita. The annual rate increase to go into effect on July 1<sup>st</sup> for each subsequent year of the Agreement will be an adjustment to the previous year's rate by the annual Property Tax Extension Limitation Law (hereinafter "PTELL") CPI rate as set by the State of Illinois in January. Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate increase will be capped at 5%. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Tolono Police Department, Tolono Legal Department, or directed by a court order.
5. 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 on the request of the Village President.

6. **Issuing Village NTAs.** County animal control personnel shall investigate matters pursuant to established policies and procedures and, upon a determination that probable cause exists that a violation of Tolono's animal control ordinance is being or has been committed, shall issue Notice(s) to Appear (NTA) for the same pursuant to the procedures of the Village.
7. **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.
8. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the date of this agreement.
9. This agreement shall become effective on 2-24-22.
10. This agreement may be amended only by written document signed by both parties.
11. 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.
12. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village of Tolono  
 507 W. Strong Street  
 Tolono, Illinois 61880

Champaign County Executive  
 1776 E. Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF TOLONO  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: [Signature]

By: [Signature]

Date: 2/16/2022

Date: 3-2-22

ATTEST: Brady Dalton

ATTEST: [Signature]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
 Village Attorney

[Signature]  
 State's Attorney's Office