

ANIMAL CONTROL AND IMPOUND SERVICES AGREEMENT

This Agreement is entered into by the County of Champaign (hereinafter "the County") and the Village of Pesotum ("hereinafter "Municipality") for animal control and animal impoundment 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. enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation, and

WHEREAS, the County has formed and supports the Champaign County Animal Control Department to enforce the animal control policies and procedures outlined in the Champaign County Animal Control Ordinance 2024-10 (hereinafter "the Ordinance");

WHEREAS, the County maintains and operates an Animal Control Services Facility (hereinafter "the Facility") for the impoundment of animals that are seized by the County pursuant to the Ordinance;

WHEREAS, the Municipality has a need for response to requests for animal control services and animal impoundment services;

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

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

Animal Control Services

1. The County currently furnishes an animal control program for the County and per this agreement will extend that program to include the geographical area of the Municipality. The Department shall provide all materials, training, licensing, insurance, staffing, and oversight the Department deems required for the provision of animal control services.
2. The Department will respond to requests for animal control services from citizens residing within the Municipality limits per the Department's policies and procedures and Champaign County Ordinance 2024-10, **attached as Exhibit A.**
3. Per 510 ILCS 5/5(c), the Municipality's police officers shall cooperate with the Department in carrying out the provisions of the Animal Control Act, and nothing in this agreement shall prohibit the Municipality's police from enforcing the municipalities ordinances. In the event the situation is not secure and municipal law enforcement are not available, the response to the call will be suspended until a time municipal law enforcement are available to secure the situation and identify suspects. The

determination of "secure" will be made by the Department warden responding to the call.

4. For services provided by the Department for the first year of this Agreement, the Municipality agrees to pay the County \$100 for the first hour of all calls during standard business hours for field services, which are 8:00am-5:00pm, Monday – Sunday, excluding holidays or other days County offices are closed. After the first hour and for subsequent follow up calls within standard business hours established in item 4, costs are measured and charged at a rate of \$25 per quarter hour.
5. For services provided by the Department for the first year of this Agreement, the Municipality agrees to pay the County \$200 for the first hour of all calls outside of the standard business hours established in item 4. After the first hour and for subsequent follow up calls outside of standard business hours established in item 4, costs are measured and charged at a rate of \$50 per quarter hour. Triaging calls for service outside established business hours are charges at \$25 per quarter hour.
6. Calls for service to the Department outside of standard business hours established in item 4 will be assessed by the Department and only calls presenting an eminent and urgent public safety risk will be responded to outside of established business hours. Otherwise, the request for service will be addressed during the next available business day.
7. The Department will manage, supply, monitor, and maintain all aspects of dog and cat registration and rabies registration for Champaign County and shall collect and retain all registration fees.

Animal Impoundment Services

8. The Department shall provide all materials, training, licensing, insurance, staffing, and oversight the Department deems required for the services necessary for the impoundment, care, basic medical treatment, and transfer of all animals collected by the Department pursuant to this agreement or delivered by the Municipality or citizens residing with the Municipality.
9. The Animal Control Director reserves the right to refuse animals for any reason, including but not limited to animals that cannot be housed due to space, safety, or health reasons. The Municipality is responsible for arranging for and paying the cost of outside impoundment.

10. The Department shall provide the necessary access to the Facility for the Municipality to deliver and secure animals outside of standard business hours established in item 4. The Municipality shall notify the Department supervisor as soon as practical of its intent to deliver animals to the Animal Services Facility for impound and follow written procedures for safely securing the animal at the Facility. If a Municipality impounds an animal after business hours, they shall complete the Notice of Impoundment when securing the animal at the Department in its entirety. Failure to do so can result in a fine of \$50.
11. In the event of an emergency situation; including but not limited to the animal has life threatening injuries or illness, the animal is in severe pain due to an injury or illness, or the animal has a contagious illness that needs quarantine measures beyond what the Facility can provide as determined by the Department, the Animal Control Director may authorize emergency medical treatment up to \$250 to stabilize the animal or quarantine the contagion and then will consult with the Municipality regarding on-going treatment. The costs of the emergency medical treatment will be billed to the Municipality in the next applicable billing cycle. If the Municipality chooses to withdraw treatment, the Department will euthanize the animal at the Municipality's expense, or the Municipality will find alternative boarding for a contagious animal or severely injured animal that standard impound procedures and protocols cannot care for. The Department reserves the right to take custody of the animal from the Municipality and provide additional medical treatment at the Department's cost upon release or expiration of holding time.
12. The Municipality will provide the Department with cell phone numbers for two (2) Municipal employees with the authority to authorize additional medical care or withdraw medical care with the outcome of death or euthanasia for the animal. If neither Municipal employee answers the call or responds within 20 minutes of the call, the Department will make the decision regarding additional medical treatment and/or euthanasia to prevent suffering and invoice the Municipality for said medical services in the next billing cycle.
13. The Department shall release animals to their owners upon (a) payment of all required fines, fees, registrations, or late payments to the Department or (b) written confirmation from the Municipality to bill the Municipality for the required fines, fees, registrations, or late payments upon the next billing cycle. If the Department chooses to waive fines and fees applicable to the County for the owner, that is not a cost incurred by the Municipality.
14. In the event an animal is the subject on an ongoing court case and the court issues a hold on the animal, the Department shall hold the animal(s) and shall not make it

available for redemption, adoption, or euthanasia until the court order is reversed by the court.

15. In the event an "Order of Destruction" is issued by the court, the Department shall humanely euthanize and dispose of the subject animal(s) pursuant to the Order once the Department has a signed copy of the Order. Until the order is received, the animal will continue to incur boarding costs charged to the Municipality. The Municipality shall be responsible for collecting their own fees and fines from the defendant and remit of this payment is not relevant to the destruction of the animal.
16. Animals delivered to the Animal Services Facility shall become the property of the County after one of the following events occurs:
 - a. After the expiration of any applicable redemption period:
 - i. 5 business days for animals without identification
 - ii. 7 business days for animals with identification
 - iii. 10 days for animals held on bite quarantine
 - b. Upon execution of an owner relinquishment form by the animal's owner
 - c. After receipt of a court order authorizing the County to take ownership of the animal
17. The Department is thereafter authorized to sell, adopt, convey, euthanize, or otherwise dispose of the animal in the manner it deems appropriate. The Department accepts sole responsibility of discretionary decisions. Any stray animal held past the holding period shall be at the cost of the County.
18. The Department is authorized to collect fees from the impounded animal's owner in amount(s) as authorized by the Champaign County Board. Fees are listed on the Department website. If the Municipality wishes to return the animal to the owner without all fees paid, they must provide notice to the Department in writing, and the remaining fees will be charged to the Municipality by the Department in the next applicable billing cycle.
19. The Municipality shall pay an initial rate per animal and an additional \$15 per day or any part of a day of impoundment, whether by surrender by a Municipality resident, impoundment by a Municipality agent, or impoundment by a Department agent.
20. Animals that are impounded when Department staff are on duty will be at a cost of \$50 per animal. Department staff are on duty 8:00am-5:00pm, Monday – Sunday, excluding holidays or other days County offices are closed. Animals impounded when a Department employee is not on duty will be at a cost of \$200 per animal. Animals

impounded by a warden in response to a call outside the hours listed above will be at the cost of \$50 per animal.

21. All animals from the Municipality will have a disposal cost of \$75 per animal that will be charged to the Municipality in the monthly invoice.

General Contract Content

22. For the purposes of this Agreement, all definitions are as described in the Ordinance.
23. The Department will create and maintain all record-keeping forms required by the Department.
24. All fees, fines, penalties, or late fees collected for enforcement and prosecution of the Ordinance will be retained by the Department. All fees, fines, penalties, or late fees for enforcement and prosecution of the Municipality Code imposed by the Municipality will be collected and retained by the Municipality.
25. The Department shall invoice the Municipality on the first of each month, to be paid by the 30th of the following month. Calls for service and boarding will be billed after the case has been closed and/or the animal has left the Facility. The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within ninety (90) days of receipt of the County's invoice.
26. The Municipality will provide the Department one email address that is not tied to a specific Municipal employee for all invoice communication. It is the Municipality's responsibility to check for the monthly invoice and pay it within the required timeline.
27. All fees and costs (Service Fee) outlined in this contract by the Department shall be adjusted for inflation annually on January 1 (Adjustment Date). Increases to the Service Fees will be noticed to the Municipality within thirty (30) days of them taking effect. Service Fees will be increased annually by 3% or Consumer Price Index (CPI), Urban Consumers – US City Average, whichever is higher.

If CPI is used to increase the service price, on January 1 for every year the contract is in effect, Service Fees shall be adjusted upward and calculated as to the amount for each such yearly period. The adjustment by the cost of living as provided herein according to the Consumer Price Index (all items) for all Urban Consumers – US City Average. The base for computing the adjustments is the Consumer Price Index (all items) for Urban Consumers US City Average published by the United States Department of Labor, Bureau of Labor Statistics (Index), which is published for the month nearest the Adjustment Date (Beginning Index). If the Index published nearest an Adjusted Date

(Extension Index) has increased over the Beginning Index, the Service Fee until the next Adjustment Date shall be set by multiplying the Term Service Fee by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index.

If the Index is changed so that the base year differs from that used as of the month immediately preceding the Adjustment Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index has not been discontinued or revised.

28. The Department agrees to provide monthly reports to the Municipality breaking down the number of calls responded to, number of animals impounded, and number of boarding days for impound animals.
29. This agreement shall become effective on the date that the last party to this agreement signs it, and this agreement supplants and terminates all prior agreements applicable to the administration, management, and operation of animal control and/or impoundment services as well as all prior agreements, verbal or written, regarding the animal control and/or impoundment services between the County and the Municipality.
30. 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 on the last day signed by a party year after year.
31. This Agreement may be amended only by a written document signed by both parties. 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 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. Any written notice that is required between the parties shall be sent through first class mail, for the County to the Office of the County Executive and for the Municipality, to the Office of the City Clerk.
32. To the fullest extent allowed by law, the Municipality 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.

33. 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.

34. The Parties agree to work cooperatively for long term solutions to systemic and repetitive animal control problems in the Municipality's jurisdiction. Both Parties agree this effort may require additional resources and efforts than outlined in the current contract and will put forward good faith efforts to provide those resources and work collaboratively on animal control solutions and initiatives.

35. Nothing in this Agreement shall prohibit the Municipality from prosecuting violations of their Municipality Code occurring within their jurisdiction.

36. 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.

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

County of Champaign, Illinois



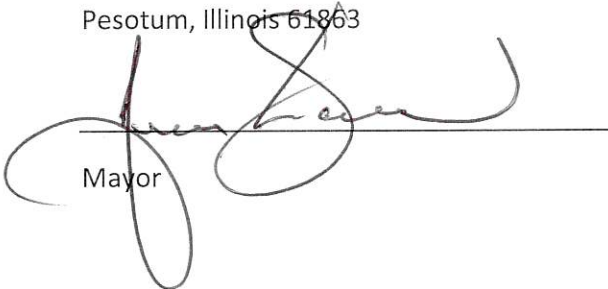
Steve Summers, County Executive

January 26, 2026

Date

MUNICIPALITY NAME:

Mayor
Village of Pesotum
101 E. Lincoln Street
Pesotum, Illinois 61863


Mayor

12/3/15

Date