



**JUSTICE & SOCIAL SERVICES COMMITTEE AGENDA – SPECIAL MEETING**  
**Meeting Rm. 2, Brookens Administrative Center**  
**1776 E. Washington, Urbana, IL**  
**Thursday, June 23, 2005**                      **6:30 p.m.**

**Chair:** Anderson  
**Members:** Carter, Greenwalt, Hogue, James, Putman, Sapp, Schroeder, Tapley

<b><u>ITEM</u></b>	<b><u>PAGE NO.</u></b>
<b>I. <u>CALL TO ORDER</u></b>	
<b>II. <u>APPROVAL OF AGENDA/ADDENDUM</u></b>	
<b>III. <u>PUBLIC PARTICIPATION</u></b>	
<b>IV. <u>NURSING HOME</u></b>	
a. Closed Session to pursuant to 5 ILCS 120/2(c)1, to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific County employees of Champaign	
b. Recommend Approval of Employment Agreement with Andrew Buffenbarger to serve as the Champaign County Nursing Home Administrator. <i>(Available in the Confidential Information Packet)</i>	
<b>V. <u>ANIMAL CONTROL</u></b>	
a. Approval of Contract for Food Services with CATSNAP <i>(To be distributed)</i> .	
b. Approval of an Intergovernmental Agreement for Animal Control Services with the City of Champaign.	1-6
<b>VI. <u>SHERIFF</u></b>	
a. Approval of Resolution Authorizing Exercise of Option for Reduction in Fees for Medical and Mental Health Services Contracts.	7-8
<b>VII. <u>OTHER BUSINESS</u></b>	
<b>VIII. <u>ADJOURNMENT</u></b>	

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES  
(City of Champaign – Champaign County)**

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as the “City”) and the County of Champaign, (hereinafter referred to as the “County”) effective on the last date signed by a party hereto.

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 provide authority for intergovernmental cooperation; and

WHEREAS, 745 ILCS 10/7-101 and 7-102 provide that, when a local public entity is authorized to perform any service by agreement with another local public entity, the entities may agree as to how liability arising from such service may be allocated or shared, and such agreements may provide for contribution or indemnification between the parties for liability arising out of the performance of the agreement; and

WHEREAS, the County currently provides Animal Control Services throughout the County and has expertise in the handling of animals; and

WHEREAS, it is the intent of this agreement permit the City to more fully safeguard the citizens of the City of Champaign; and

WHEREAS, this Agreement is in the best interest of the City and the County.

NOW THEREFORE, the parties hereby mutually agree as follow:

**1. County to Provide Animal Control Services.** The County shall provide animal control services for the City. Services shall include: responding to animal-related calls, investigating complaints and violations, impounding animals, issuing citations, generating reports and all other enforcement activities concerning the provisions of Chapter 7 of the Champaign Municipal Code, 1985, as amended, entitled “Animals” (“Animal Control Ordinance”). Nothing contained herein shall prevent the City from engaging in any of the aforementioned activities as it deems appropriate.

- 2. Compliance With Laws; Inspections of Records.** The County shall perform the animal control services in compliance with all applicable federal, state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police, as ex officio Animal Control Warden, or his designee, shall be entitled to inspect and examine all equipment and animal control facilities, and to examine the records kept of animal-related calls within the City's jurisdiction to ensure compliance with this Agreement. Access shall be provided during normal business hours or as agreed to by the parties.
- 3. Nature of Relationship.** The County is acting as an Independent Contractor and shall be solely responsible for the control of personnel, standards of performance, discipline, training, benefits and all other aspects of employment and performance.
- 4. Training.** The County shall be responsible for training of its animal control personnel with regard to investigation practices and procedures. The City shall provide copies of current municipal ordinances and arrange for at least one training session of County animal control personnel regarding completion of city Notices to Appear (NTA) forms and reports. The purpose of said training sessions shall be to acquaint County animal control personnel with city ordinances and city court procedures relating to ordinance enforcement. This training is not intended to modify or replace existing training programs or policies concerning general animal control and investigation practices and procedures.
- 5. Issuing City 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 Chapter 7 is being or has been committed, shall issue Notice(s) to Appear (NTA) for the same pursuant to the procedures of the City. Animals shall be impounded as permitted by Chapter 7.
- 6. Report Writing.** County animal control personnel shall prepare a written report of investigations of alleged violations of Chapter 7 using the A.R.M.S system. Necessary equipment will be provided by the City. The original NTA will be delivered to the City Legal Department – 102 N. Neil Street, Champaign, Illinois within forty-eight (48) hours of issuance of the NTA or completion of the report, whichever is earlier. If this period ends during a weekend or a legal holiday, or at a time when the City Legal Department is not open, the original NTA shall be delivered within four (4) hours of when the City Legal

Department reopens. Supplemental reports may be requested by the City and shall be provided within a reasonable time of such request so as to permit the timely processing of the matter. The City agrees to report the disposition of cases submitted upon request.

7. **Court Appearances.** The County agrees to make its animal control personnel available for all necessary court appearances to prosecute cases. The City shall provide reasonable notice of court appearances and shall make reasonable attempts to schedule court appearances to accommodate scheduled vacations of animal control personnel. It is hereby agreed that the appearance of designated animal control personnel in court shall be required upon receipt of a "Notice" from the City provided at least seven (7) days in advance of the hearing, and that subpoenas will not be required to compel appearance of animal control personnel employed by the County. A copy of each Notice will be provided to the County Animal Control Administration.

8. **Evidence Preservation.** In the event evidence must be preserved for the prosecution of a municipal ordinance matter, the County shall secure and preserve such evidence in the same manner and pursuant to the same procedures as would be required for criminal prosecutions.

9. **Dedication of Personnel.** The County shall commit 1.5 Full Time Equivalent (FTE) to provide the services contracted for herein. The County is not required to designate a specific person to serve the City, but shall be required to commit a minimum of 60 hours per week for animal control services for the City.

10. **Contact Information; Confidentiality.** The County shall provide to the City a current list of animal control personnel, together with their home addresses and telephone numbers and regularly update the same. The City agrees to exercise all reasonable efforts to maintain the confidentiality of said information, and disclose the same only to the extent required by law, judicial order, or City policy.

11. **Payment.** The City shall pay the sum of \$148,680.43 annually, payable in monthly installments of \$12,390.04 for the services contracted for herein and as set forth in "Exhibit A".

12. **Animal Control Vehicle.** The City shall provide to the County a vehicle equipped for animal transports for animal control purposes. The County shall assume title and all responsibility and control for

the operation and maintenance of the vehicle. The County shall maintain adequate insurance for the vehicle at all times. In the event this agreement is terminated with or without cause by either party, the City shall be entitled to a credit for the unused animal equipment reserve attributable to the vehicle. The County shall not be required to return possession of the vehicle to the City.

**13. Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2007, unless earlier terminated by either party. After the initial term expires, the Agreement shall automatically renew annually commencing on the 1<sup>st</sup> day of July of the applicable year and terminate on June 30 of the following year. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein.

**14. Indemnification.** Subject to Paragraph 19, the County shall defend, indemnify and save harmless the City and its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending same including costs and attorneys fees, of or by anyone whomsoever proximately caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the City, its officers or employees. The City shall cooperate fully with the County and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

**15. Termination.** Either party may terminate this agreement with cause during the initial contract year by notifying the other party in writing at least twenty-four (24) hours before termination is to become effective. However, in the event of such termination, the County may continue to take action under this Agreement as needed to secure its property or the chain of custody of evidence, and the safety of its personnel. The City's obligation to make payment under the Agreement shall continue at least forty-five (45) days after notice is given. Cause for early termination shall be:

- (a) In the event a court of competent jurisdiction declares this Agreement void or unenforceable; or
- (b) In the event the services are provided in a manner that violates the Constitutional rights of the citizens of the City of Champaign or that is injurious to the animals; or

(c) In the event any pre-existing contractual obligation of either party prohibits this Agreement from being enforced.

(d) In the event there is an amendment to any State or Federal law or City of Champaign Ordinance, or judicial interpretation of the same, which increases the cost of enforcement without a corresponding increase in the compensation provided under this Agreement.

After June 30, 2007, either party may terminate this contract with or without cause by providing fourteen (14) days written notice to the other party.

**16. Notices.** Written notices shall be sent by hand delivery or first class mail, return receipt requested to:

City Manager  
City of Champaign  
102 N. Neil Street  
Champaign, Illinois 61820

Champaign County Administrator  
1776 E. Washington Ave  
Urbana, Illinois 61801

With copies to:

Champaign Chief of Police  
82 E. University Avenue  
Champaign, Illinois 61820

Champaign County Animal Control Warden  
1776 E. Washington Ave  
Urbana, Illinois 61801

**17. Amendments.** This Agreement may be amended only by writing signed by both parties.

**18. Survival of Provisions.** Any term 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.

**19. Legal Representation.** \_City of Champaign legal counsel shall be responsible for:

(a) obtaining all administrative warrants necessary to lawfully enforce the Animal Control Ordinance; and

(b) providing guidance on all legal issues arising when enforcing the Animal Control Ordinance, including, without limitation, search and seizure and privacy issues, interpretation of the Animal Control Ordinance and other City municipal ordinances, and interpretation of the Animal Control Act,

The County's duty to indemnify and indemnify the City under this Agreement shall not extend to actions taken in good faith reliance upon such guidance by the City of Champaign legal counsel, and the City

shall have the obligation to indemnify and hold the County harmless for all actions taken in good faith reliance upon such guidance.

**20. Transfer of Powers.** By this Agreement, the City shares with the County all powers, whether arising by statute or its home rule status, necessary to perform this Agreement within the jurisdiction of the Animal Control Ordinance.

**21. Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior understandings, written or oral, between the parties relating to its subject matter. All amendments to this agreement shall be in writing and approved by the governing boards of the City and the County.

IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

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

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

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

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

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
States Attorney

CB 2005-\_\_\_\_\_

Resolution No. \_\_\_\_\_

**RESOLUTION AUTHORIZING EXERCISE OF OPTION FOR REDUCTION IN FEES FOR MEDICAL AND MENTAL HEALTH SERVICES CONTRACTS**

**WHEREAS**, the Champaign County Sheriff has the statutory authority to enter contracts for professional services within his budget;

**WHEREAS**, the Sheriff has exercised this authority to enter into a contract with Health Professionals, Ltd. ("HPL"), for mental health services for the Champaign County Adult Correctional Center and Satellite Jail ("mental health services contract");

**WHEREAS**, in negotiating this contract, HPL has offered the Sheriff a reduction in the charge to the Sheriff and the County for services currently rendered under HPL's contract to provide medical services to the Adult Correctional Center and Satellite Jail ("medical services contract"), adjusting its monthly payment under that contract from \$26,582.40 to \$26,316.58;

**WHEREAS**, because the Champaign County Board authorized the medical services contract, and was a separate signatory to that contract;

**WHEREAS**, amendment of the medical services contract requires approval of all parties to this contract, including the Champaign County Board; and

**WHEREAS**, to implement the mental health services contract in a timely manner while respecting the Champaign County Board's contractual role in approving amendments to the medical services contract, the parties to the mental health services contract have structured the reduction in the medical services contract as an option to be exercised at a later date by the Sheriff and the Champaign County Board;

**NOW, THEREFORE, BE IT RESOLVED,**

The County Board Chair is hereby authorized to execute the attached amendment to the medical services contract, and to perform any and all other actions necessary to exercise its option to reduce payment under the medical services contract from a monthly charge of \$26,582.40, to \$26,316.58.

**PRESENTED, PASSED, APPROVED AND RECORDED** this 23rd day of June, A.D. 2005.

ATTEST:

\_\_\_\_\_  
Barbara Wysocki,  
Chair,  
Champaign County Board  
Champaign County, Illinois

\_\_\_\_\_  
Mark Shelden,  
County Clerk &  
*Ex Officio* Clerk of the County Board

**AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE  
HEALTH SERVICES AT THE CHAMPAIGN COUNTY JAIL FACILITY**

Effective May 1, 2004, the County of Champaign, Illinois and Health Professionals, Ltd, (hereinafter, "HPL") agreed to enter into an inmate services agreement to provide medical staffing to the facilities (referred to as the "medical contract.")

Effective June 20, 2005, the Sheriff of the County of Champaign, Illinois and HPL entered into a mental health services agreement (referred to as the "mental health contract." In consideration for entering into this agreement, and for \$10.00, and other good and valuable consideration, the parties agree as follows:

- (1) Effective July 1, 2005, the COUNTY and/or the Sheriff has the option to amend the medical contract's monthly payment from \$26,582.40 (with 4% increase effective 5-1-2005) to \$26,316.58; and said option shall only be exercised by written agreement;
- (2) Effective June 20, 2005, the mental health proposal will be adjusted from \$231,325.54 for a one-year period to 1% reduction of the amount of \$229,012.28 for an agreement in the period of June 20, 2005 through May 1, 2006 (\$19,084.36 monthly).

*Except for those provisions, which have been amended by this document, all other provisions of the Agreement for the Provision of Inmate Health Services at the Champaign Adult Correctional Center and Satellite Jail effective May 1, 2005, shall remain in full force and in effect and unchanged.*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

**Sheriff of the County of CHAMPAIGN Illinois**

By: \_\_\_\_\_  
Sheriff Daniel Walsh

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

**Health Professionals, LTD**

By: \_\_\_\_\_  
Theresa Falcon-Cullinan, M.D.  
Title: CEO/CFO

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