

**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, 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) hour 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 continue court appearances to accommodate

scheduled vacations or 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 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 \$115,467.37 annually, payable in monthly installments of \$9622.28 for the period of July 1, 2010 through June 30, 2011; and \$118,931.39 annually, payable in monthly installments of \$9910.95 for the period of July 1, 2011 through June 30, 2012; and \$122,499.33 annually, payable in monthly installments of \$10,208.28 for the period of July 1, 2012 through June 30, 2013.

12. **Animal Control Vehicle.** The City provided to the County a vehicle equipped for animal transports for animal control purposes in July 2005. The County assumed title and all responsibility and control for the operation and maintenance of the vehicle. This contract includes all future replacement of and responsibility of the Animal Control Vehicle to be provided by the County.

13. **Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2013, unless earlier terminated by either party. The Agreement shall automatically renew

annually commencing on the 1st 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. To the fullest extent allowed by law, 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 contract with or without cause by providing forty-five (45) days written notice to the other party.

16. Notices. Written notices shall be sent by 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 Administrator
1776 E. Washington Ave
Urbana, Illinois 61801

17. **Amendments.** This Agreement may be amended only by writing signed by both parties and approved by the governing boards of the City and the County. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, or City of Champaign ordinance, or judicial interpretation of the same, the parties hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

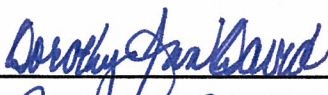
18. **Survival of Provisions.** Any term of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.


19. **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 Champaign Municipal Code.

20. **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.

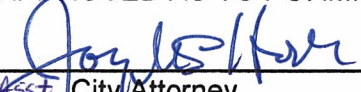
IN WITNESS WHEREOF, the following parties have duly executed this Agreement on the date and year indicated herein:

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: 
Date: January 21, 2011

ATTEST: 
City Clerk

APPROVED AS TO FORM:


Asst. City Attorney

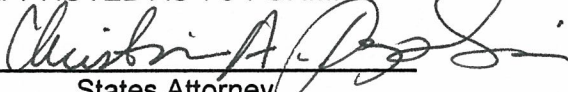
CB 2009- 2011-013

CHAMPAIGN COUNTY

By: 
Date: 11/19/2010

ATTEST: 

APPROVED AS TO FORM:


States Attorney