

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

THIS AGREEMENT is made and entered by and between the City of Champaign, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the County of Champaign, (hereinafter referred to as "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 proposes to provide an Animal Service Facility primarily for the impounding of animals for the use of local law enforcement agencies; and

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

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

1. **County to Provide Facilities and Services.** The County shall maintain and operate an animal services facility for the impoundment of animals that are seized by the City pursuant to the provisions of Chapter 7 of the Municipal Code of Champaign, 1985, as amended, entitled "Animals" ("Chapter 7"). The County shall provide all services necessary for the impound, care, transfer, and euthanasia of all animals delivered by the City. The County will be solely responsible for the hiring of facility personnel and veterinarian services. For the purposes of this agreement, "Veterinarian services" shall include rabies vaccinations, health evaluations, treatment of minor curable diseases, spaying/neutering, pain reduction services and euthanasia. In no event will the County be required to perform major surgery or treat terminal illnesses.
2. **Compliance With Laws; Inspections.** The County shall operate the facility in a

humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations, including Chapter 7. The Chief of Police or his designee shall be entitled to inspect and examine the premises and to examine the records kept of impounded animals received from the City to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the City responsible for the manner of operation or maintenance of the facilities.

3. **Hours of Operation; Access.** The facility shall be open to the public no less than 8 hours per day, Monday through Friday, and no less than 3 hours per day Saturday and Sunday, excluding County holidays. The County has sole discretion to establish the specific hours of operation per day. City personnel shall have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys, access cards and/or codes to the City for such purposes. The City shall be responsible for securing animals delivered and securing the facilities upon departure in the event no County staff is available.

4. **Equipment.** The County shall provide adequate facilities to house all animals delivered in a safe and sanitary manner. The County shall endeavor to maintain a minimum of one run or cage for the proper housing and exercise of animals. The County shall maintain separate cages for animals of different species. The County will notify the City as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement. The City shall provide advance notice, to the extent practical, to the County, in the event any extraordinary event would result in a large influx of animals. The County shall have an affirmative duty to have in place, a stand-by contract with a facility licensed and approved by the State of Illinois to provide necessary facilities in the event the subject premises are at capacity.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon

as practical of its intent to deliver animals to the facility for impound. The City shall provide information concerning the nature of the impound and indicate any special directions it believes may be necessary for the proper handling, care and treatment of the animals. The County shall keep animals impounded for bite quarantine or that are infected with a contagious disease in isolation from all other animals as required by law or in the exercise of sound veterinary practices.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the City or a court of competent jurisdiction, the County shall hold the animal and shall not make it available for redemption, adoption or euthanasia without written consent of the City or Court issuing the hold order. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal(s) owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to sell, adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

8. **Fees.** The County is authorized to collect fees and fines for violations of Chapter 7 on behalf of the City, as set forth in the Champaign Municipal Code, 1985, as amended. The County is authorized to impose such additional fees and costs as authorized by the Champaign County Board. All fines and fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month. If an animal must be held beyond seven (7) days because of court proceedings, the City will remit to the County any

impound fees recovered by the City in the legal proceedings concerning the animal. The City will use its best efforts to recover impound fees in such a circumstance. After holding an animal for seven (7) days, any boarding fees received shall be paid to the County. It will be in the County's discretion to hold an animal beyond seven (7) days for any reason other than court proceedings.

9. **Payment.** The City shall pay the sum of \$50,881.64 annually, payable in monthly installments of \$4240.13; and \$52,536 annually, payable in monthly installments of \$4,378.00. In March of each year that this agreement is in effect, the County shall provide an itemized statement of costs to the City and submit its proposed annual charge for the impound services provided for herein. The parties shall negotiate in good faith to issue any necessary amendments to this Agreement to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the City and the Statutes of the State of Illinois, which shall include but not be limited to complete financial records covering fees, fines and other charges as well as records of the type and number of animals impounded. The County shall provide a monthly report of the number of animals received and the final dispositions of the animals. The City shall provide information concerning the status of pending cases upon request.

11. **Computer Records.** The parties shall endeavor to design/evaluate, procure, implement and maintain a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City of Champaign, boarding dates, date of final disposition, type of disposition and any fees associated therewith. Such pertinent data shall be made part of the basis in determining costs associated with the impoundment services provided by the County.

12. **Duration.** The initial term of this agreement shall be from the date last signed by the parties until June 30, 2011 unless earlier terminated by either party. The Agreement shall automatically renew annually commencing on the 1st day of July of the applicable year and terminating 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.

13. **Termination.** Either party may terminate this contract with or without cause by providing ninety (90) days written notice to the other party.

14. The written notice shall be sent first class mail, return receipt requested to:

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

Champaign County Board
Chair
1776 East Washington Street
Urbana, Illinois 61801

And

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

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

16. **Survival of Provisions.** 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.

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

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: 

Date: July 14, 2009

CHAMPAIGN COUNTY

By: 

Date: 7/24/2009

ATTEST: Marilyn A. Conley
City Clerk

ATTEST: Mal Stehl

APPROVED AS TO FORM:

Laura Hill
City Attorney

APPROVED AS TO FORM:

Christina A. P. J.
State's Attorney's Office

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