

**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 as defined herein throughout the County and has expertise in the handling of animals; and

WHEREAS, it is the intent of this agreement to 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 follows:

1. **County to Provide Animal Control Services.** The County shall provide animal control services for the City. “Animal Control Services” shall be defined to 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 the Animal Control Ordinance. 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 session(s) 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 the Animal Control Ordinance is being or has been committed, shall issue NTAs for the same pursuant to the procedures of the City. Animals shall be impounded as permitted by the Animal Control Ordinance.

6. **Report Writing.** County animal control personnel shall prepare a written report of investigations of alleged violations of the Animal Control Ordinance using the A.R.M.S system or other records management system, by written agreement of the parties. Necessary equipment will be provided by the City. The original NTA will be delivered to the City Legal Department at 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 continue 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 and that subpoenas will not be required to compel the in court 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 violation, 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) personnel to provide the services contracted for in this Agreement. The County is not required to designate a specific person to provide services to 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 an annual rate of \$1.472 per capita for animal control services for the City's Fiscal Year 2021 (July 1, 2020 to June 30, 2021). The annual rate increase to go into effect at the beginning of each subsequent Fiscal 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. The PTELL CPI rate applied shall be to the thousandth decimal place in accordance with the Illinois Department of Revenue's PTELL Technical Manual. (For example, a PTELL CPI rate of 3.4 % shall be calculated as 1.034.) Should the PTELL CPI rate be under zero the rate increase shall be 0%; should the PTELL CPI rate be over 5% the rate of increase shall be capped at 5%. The City shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the City the PTELL CPI rate adjustment for the ensuing contract renewal year.

12. **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.

13. **Duration; Termination.** This Agreement shall become effective on the date it is fully executed by the parties and shall continue in effect from year to year unless terminated by either party giving written notice to the other at least ninety (90) days before termination is to become effective

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

15. 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.

16. 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.

17. 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 Executive
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
210 S Art Bartell Rd
Urbana, Illinois 61802

18. 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

CHAMPAIGN COUNTY

DocuSigned by:
Wendy Hayward
By: _____
City Manager

By: *Patricia Klepner*
County Executive

Date: 10/26/2020

Date: 10-8-2020

DocuSigned by:
Marilyn L. Bank
ATTEST: _____
City Clerk

ATTEST: *Megan Robinson*

APPROVED AS TO FORM:
Thomas Yu 10/26/2020
Asst. City Attorney

APPROVED AS TO FORM:
M.S.
States Attorney

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