

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT 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”).

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 Services Facility as defined herein primarily for the impounding of animals for the use of local law enforcement agencies; and

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

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

1. **Definitions.** For purposes of this Agreement, “Veterinary Services” shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases and injuries, euthanasia, and other veterinary services normally treatable by a veterinarian with the facilities that the County will be providing in the “Animal Services Facility”.

Also, for the purposes of this Agreement the term “animal(s)” shall be defined as dogs, cats, rabbits, small rodents, ferrets, and small reptiles. The term animal(s) does not include livestock, exotic animals, or any animal considered to be a “dangerous animal” under the Illinois Dangerous Animals Act, 720 ILCS 585/0.1 et seq., or any other federal or state law or regulation.

2. **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 Champaign Municipal Code of 1985 as amended, entitled "Animals". At the Animal Services Facility, the County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the City or citizens residing within the City limits of Champaign. The County will be solely responsible for the hiring and payment of Animal Services Facility personnel and Veterinary Services provided by the County Veterinarian at the Animal Services Facility. If outside veterinary care is needed the County shall inform the City and a joint decision for care will be made in writing. The County is required to provide the services and other obligations in this Agreement starting on the date its Animal Services Facility opens or the date this Agreement becomes effective, whichever date is later.

3. **Compliance with Laws; Inspections.** The County shall operate the Animal Services Facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. 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 Animal Services Facility.

4. **Hours of Operation; Access.** The Animal Services Facility shall be open to the public no less than 8 hours per day, Monday through Friday, excluding County holidays. The County shall set the exact hours of service. City personnel shall have access to the Animal Services Facility 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.

5. **Equipment.** The County shall provide adequate facilities to house the animals delivered to it 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 shall have sufficient space to house the normal and customary number of animals that the City generally needs held for animal control purposes. The County shall be responsible for the cost of alternative facilities necessary in the normal course of operations. The City must give advance notice as reasonably practical under the circumstances to the County's Animal Control Director of any extraordinary event that would result in an impoundment of more than three animals, such as but not limited to the arrest of an animal hoarder. The County will attempt to provide housing in such an extraordinary event but is unable to guarantee that housing will be provided to all animals in such a circumstance. 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.
6. **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 impoundment 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.
7. **Release of Animals.** The County shall release animals to their owners upon: (a) payment of all required fees; and (b) written authorization from the City Legal Department; and (c) presentment of a Champaign Police Department Property/Evidence Release receipt or verbal authorization of the Police Chief or his designee.

8. **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(s) and shall not make it available for redemption, adoption or euthanasia without written consent of the City or Court issuing the hold order. Written consent of release shall be presented to the Director within 24 hours of issuance from the Court or City Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order. Boarding fees for each animal held by the City for impoundment past 14 days shall be paid by the City. The daily boarding fee shall be the County boarding fee of \$15.00 per day or any part of a day. The County shall invoice the City on the first of each month, to be paid by the 30th of each month until said animals have been release by a court of law or the City's Legal Department.

9. **Transfer of Ownership.** Animals delivered to the Animal Services Facility shall become the property of the County after one of the following events occur: (a) after the expiration of any applicable redemption period,; and (b) upon execution of an owner-relinquishment form of the animal's owner(s); and (c) 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 in compliance with applicable laws. The County accepts sole responsibility for its discretionary decision. Any stray animal held past the holding period shall be at the cost of the County.

10. **Bites.** The County shall notify the City within thirty-six (36) hours after impoundment of any incident within the City limits involving an animal impounded for biting.

11. **Fees.** The County is authorized to collect such fees as authorized by the Champaign County Board and is authorized to collect fees as stated in the Champaign Municipal Code.

All fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month.

12. **Payment.** The City shall pay an annual rate of \$0.959 per capita for animal impoundment 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%. In January, the Department shall annually issue to the City the PTELL CPI rate adjustment for the ensuing contract renewal year. The City shall pay the County through the Department monthly on the 15th day of each month.

13. **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.

14. **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, 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 to the City.

15. **Indemnification.** The City 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.

16. **Duration; Termination.** This Agreement shall be effective on the date it is fully executed by the parties and shall be effective until, either party terminates this Agreement by notifying the other party in writing at least ninety (90) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

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

Champaign County Executive
1776 East Washington Street
Champaign, 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

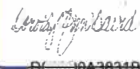
17. **Amendments.** This Agreement may be amended only by writing signed by both parties.

18. **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.

19. **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 parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN
An Illinois Municipal Corporation

By: 
City Manager

Date: 10/26/2020

CHAMPAIGN COUNTY

By: 
County Executive

Date: 10-8-2020

DocuSigned by:
ATTEST: Marilyn L. Banks 10/27/2020
City Clerk

ATTEST: 

APPROVED AS TO FORM:

DocuSigned by:
Thomas Yu 10/26/2020

Asst. City Attorney

APPROVED AS TO FORM:



State's Attorney's

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