



**CHAMPAIGN COUNTY BOARD  
COMMITTEE OF THE WHOLE ADDENDUM**

**Finance/Justice & Social Services/Policy, Personnel, & Appointments**

County of Champaign, Urbana, Illinois

Tuesday, June 9, 2015 – 6:30 p.m.

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Lyle Shields Meeting Room-Brookens Administrative Center

1776 E. Washington, Urbana, Illinois

**IX. Finance**

F. Animal Control

11. Approval of Intergovernmental Agreement with the Village of Ogden for Animal Control Services
12. Approval of Intergovernmental Agreement with the Village of Ogden for Animal Impoundment Services

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Ogden (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

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

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.35 per capita. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent 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. 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 Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2015.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Ogden  
 P.O. Box 159  
 Ogden, Illinois 61859

Champaign County Administrator  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF OGDEN                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: Jack Reidner                      By: \_\_\_\_\_

Date: May 14, 2015                      Date: \_\_\_\_\_

ATTEST: Goranne Reidner                      ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:  
M.H.M.C.  
 Village Attorney

APPROVED AS TO FORM:  
 B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Ogden – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Ogden, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Service Facility 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 Village and the County.

Also, for the purposes of this agreement, veterinary services shall be defined as rabies inoculations, health evaluations, the treatment of minor curable diseases, spaying/neutering, and euthanasia. 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.

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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Ogden. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services. 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.

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. 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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, excluding County holidays. The facility shall be open to the public no less than 3 hours per day on Saturday, excluding County holidays. The County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 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 Village generally needs held for animal control purposes. The Village must give advance notice to the County's Animal Control Director of any extraordinary event that would result in a large influx of animals, such as 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. If the County is unable to provide housing in such an extraordinary event, then the Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village as soon as possible in the event it does not have the capacity to house and maintain animals pursuant to this Agreement.

5. **Notice of Delivery and Special Directions.** The Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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.

6. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village 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 such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.88 per capita for animal impoundment services. The annual rate increase to go into effect on the anniversary date of the signing of this Agreement for each subsequent 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. 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village 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 Village of Ogden, 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. **Indemnification.** The Village 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.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2015 and shall be effective until, either party terminates this contract 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:

Village President  
Village of Ogden  
P.O. Box 159  
Ogden, Illinois 61859

Champaign County Administrator  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF OGDEN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Jack Bidner*  
Date: *May 14, 2015*

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

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



ATTEST: Resanne Redick ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

M. Md  
Village Attorney

APPROVED AS TO FORM:

\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_