

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

THIS AGREEMENT for animal control services ("Agreement") is made and entered by and between the City of Urbana, 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 continue to safeguard the residents of the City of Urbana through the provision of animal control services by the County; 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. Services shall include: responding to animal-related calls, investigating complaints and ordinance violations, impounding animals, issuing citations, generating reports and all other enforcement activities concerning the provisions of Chapter 4 of the Urbana Municipal Code, 1999, as amended, entitled "Animals and Fowl" ("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 Urbana Municipal Code Chapter 4, and state and federal statutes as applicable. 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 a violation of Urbana Municipal Code Chapter 4 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 Chapter 4.

6. **Report Writing.** County animal control personnel shall prepare a written report of investigations of alleged violations of Chapter 4 using the Area-wide Records Management System (ARMS). Necessary access will be provided by the ARMS

Administrator. The original NTA will be delivered to the City Legal Department – 400 S Vine St, Urbana, 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 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 Appearance.** 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 appearance of animal control personnel employed by the County. A copy of each Notice will be provided to the County Animal Control Administration. For this purpose, Notice may be given via email to the County at the following email address:

AnimalControl@co.champaign.il.us

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 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 40 hours per week for animal control services for the City. Any personnel assigned to the

performance of the services provided in this Agreement shall be at all times employees of the County and shall retain all of the rights, privileges, immunities and benefits pursuant to such employment.

10. **Contact Information, Confidentiality.** The County shall provide to the City a current list of animal control personnel, together with their home addresses, telephone numbers and e-mail address, 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.** For services provided by the Department, the City shall pay a 2021 rate of \$1.49 per capita. The annual rate increase to go into effect on July 1 following the signing of this Agreement for each subsequent year of the Agreement will be an adjustment to the previous 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 increase shall be capped at 5%. The City shall pay the County through the Department monthly on or about 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. **Animal Control Vehicle and Equipment.** The County is responsible for providing and maintaining any vehicles and equipment necessary to provide the services pursuant to this Agreement.

13. **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 Worker's Compensation claims, and including the cost of defending same including costs and attorney's 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 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 the Agreement.

14. **Termination.** This Agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty (30) days prior to the annual renewal date, which shall occur annually July 1. Any terms of the 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.

15. **Effective Date.** This Agreement shall become effective on the date of last signature.

16. **Amendments.** This Agreement may be amended only by writing signed by both parties and approved by the governing board 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 Urbana 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.

17. **Survival of Provision.** Any term of the Agreement that by its nature extends after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

18. **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 with the jurisdiction of the Urbana Municipal Code.

19. **Notices.** Written notices shall be sent by first class mail, return receipt requested

to:

City Administrator
City of Urbana
400 S. Vine Street
Urbana, Illinois 61801

Champaign County Executive
1776 E. Washington Street
Urbana, Illinois 61802

With copies to:

Urbana Chief of Police
400 S. Vine Street
Urbana, Illinois 61801

Champaign County Animal Control
Administrator
210 S. Art Bartell Road
Urbana, Illinois 61802

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 URBANA
An Illinois Municipal Corporation

By: *Deane Wolfe-Mahin*

Date: 03-24-2022

Champaign County

By: *Shelene Kleeper*

Date: 2-24-23

ATTEST: *Dany Sandoz*

Deputy
City Clerk

ATTEST: *Megan Rabin*

APPROVED AS TO FORM:

[Signature]

City Attorney

APPROVED AS TO FORM:

[Signature]

States Attorney

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