



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Carol Mitten, City Administrator
DATE: January 12, 2022
SUBJECT: A Resolution Approving an Intergovernmental Agreement for Animal Control Services

Introduction: Champaign County has provided animal control services to all other jurisdictions in the County, with the exception of Urbana for many years. The City of Urbana is interested in also contracting with the County for animal control services. Staff is seeking approval of an intergovernmental agreement (IGA) for these services.

Background: The City of Urbana has had our own “animal warden” or animal control officer within the Police Department for many years. This individual has not been a sworn police officer, but rather a civilian member of the Police Department represented by the American Federation of State, County and Municipal Employees (AFSCME) Local 1331. The person who was filling the role of animal control officer left her position in July of last year.

In addition to animal control officer duties, this employee was tasked with related support services such as assisting the evidence technician and neighborhood watch coordinator.

Discussion: There are several advantages to outsourcing the animal control services to Champaign County. The most significant advantage is the expansion of service hours. Champaign County will provide coverage to the City from 7:00 am to 7:00 pm, seven days per week. This is more than twice the number of hours that the City’s animal control officer was available. The full salary and related expenses for the animal control officer was \$87,020; the annualized cost of the IGA with the County using the 2021 per capita rate is \$57,121 (\$1.49 per capita x 38,336). The more robust staffing at the County also would mean that there is back-up when a given employee is absent, whereas the City’s animal control officer had no back-up when absent.

At times it has been challenging for the animal control officer to navigate their duties while utilizing the County’s facilities (i.e., for impoundment), which has put the supervising Police Lieutenant in the position of coordinating between a staff member and a contract service provider. It is a layer of administrative coordination that has been burdensome on occasion. That situation will be eliminated with this IGA, inasmuch as the County also provides animal impoundment services for the City.

Recommendation: I recommend that City Council approve the attached Resolution, which will authorize the City of Urbana to receive animal control services from Champaign County.

Attachments: Draft Resolution
IGA for Animal Control Services

RESOLUTION NO. _____
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES

WHEREAS, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Illinois Constitution, 1970, and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City’s home rule powers and functions as granted in the Illinois Constitution, 1970; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the units of government to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County of Champaign (“County”) provides animal control services for every jurisdiction within Campaign County except the City of Urbana; and

WHEREAS, the City of Urbana Police Department no longer employs an Animal Control Officer; and

WHEREAS, the City of Urbana desires to enter into an Intergovernmental Agreement (“Agreement”) with the County to provide animal control services; and

WHEREAS, the Urbana Police Department has sufficient funds in its operating budget to pay for these services; and

WHEREAS, the City Council, after due consideration, finds that approval of this Agreement promotes the fiscal welfare of the City, is in the best interests of the residents of the City, and is desirable for the welfare of the City’s government and affairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Urbana, Illinois, as follows:

Section 1.

The City of Urbana, Illinois, hereby authorizes the Mayor to enter into an intergovernmental agreement with the County for animal control services.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said agreement as so authorized and approved for on and behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of January, 2022.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of January, 2022.

Diane Wolfe Marlin, Mayor

**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
City of Urbana
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

Champaign County

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

States Attorney

CB 2021-