



MEMORANDUM

TO: Mayor Diane Wolfe Marlin and City Council Members
FROM: Carol Mitten, City Administrator
DATE: April 28, 2021
SUBJECT: A Resolution Approving an Intergovernmental Agreement for Animal Impoundment Services

Introduction: For many years, Champaign County has provided animal impoundment services to the City of Urbana. Staff is seeking approval for an updated version of the intergovernmental agreement (IGA) for these services.

Background: The City of Urbana is unique in Champaign County in that we provide our own “animal warden” or animal control officer; all other jurisdictions in the County contract with the County for animal warden services (i.e., services that involve the investigation and protection of animals in varying situations). However, all jurisdictions in the County – including Urbana – contract with the County for animal impoundment services. Animal shelter services are provided by the Champaign County Humane Society.

The current version of the IGA for animal impoundment services with the County was signed in 2015. In 2020, the County sought to update the terms of the IGA, primarily in response to a large influx of animals that they received from a hoarding situation. The substantive changes included adding language regarding:

- Prior notice of an “extraordinary event” resulting in the impoundment of four or more animals at once
- City’s responsibility to find housing for animals in excess of the County’s capacity associated with an “extraordinary event”
- Imposing daily boarding fees for animals under a “hold order” from the City

Discussion: As shown on the attached proposed IGA, the County Executive signed the IGA on September 25, 2020. Although the IGA was reviewed for legal sufficiency by City legal in July 2020, for reasons that are not clear, the IGA was not brought forward for Council approval at that time and consequently was never signed. We seek to correct that oversight now.

From staff’s perspective, the changes to the IGA are a reasonable response to actions that create a cost burden for the County that are driven by decisions made by the City. These are the same terms and conditions under which the County provides animal impoundment services to the other Champaign County jurisdictions.

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

Attachments: Draft Resolution
IGA for Animal Impoundment Services (2020)
IGA for Animal Impoundment Services (2015)

RESOLUTION NO. 2021-05-021R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUNDMENT 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”) operates an animal services facility; and

WHEREAS, the City of Urbana Police Department employs an Animal Control Officer, but does not have a facility for the impoundment of animals; and

WHEREAS, the City of Urbana desires to enter into an Intergovernmental Agreement (“Agreement”) with the County to provide animal impoundment and related 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 impoundment 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 May, 2021.

AYES:

NAYS:

ABSTENTIONS:

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this _____ day of May, 2021.

Diane Wolfe Marlin, Mayor

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

THIS INTERGOVERNMENTAL AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES ("Agreement") is made and entered by and between the City of Urbana, an Illinois Municipal Corporation, (hereinafter referred to as "City") and the County of Champaign, (hereinafter referred to as "County") (individually and generically, a "Party", and collectively, the "Parties").

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 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 City and the County.

WHEREAS, for the 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, but expressly not including treatment of major diseases, major trauma and unstable situations, which are to be taken care of elsewhere at the City's expense. Furthermore, the term veterinary services does not include blood work, major surgery or dental work. 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 City pursuant to the provisions of Chapter 4 of the Urbana City Code as amended, entitled "Animals and Fowl" (hereinafter referred to as "Chapter 4"). 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 Urbana. The County will be solely responsible for the hiring and payment of facility personnel and veterinary services provided by the County Veterinarian at the County's Animal Services Facility. If outside veterinarian care is needed, the County shall inform the City and a joint decision for such care will be made. 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 Animal Services Facility in a humane and sanitary manner and in compliance with all applicable state and local laws, ordinances and regulations. The City's Chief of Police or his/her 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.
3. **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.

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 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 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. If the County is unable to provide housing in such an extraordinary event, then the City must find housing at the City's expense for any animals for which the County is unable to provide housing. 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.

5. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practical of its intent to deliver animals to the Animal Services 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.

Animals being transferred from the University of Illinois Veterinary Medical School for

impoundment in the Animal Services Facility, maybe picked up either by the City or the County, depending on availability.

If the City elects to take an animal to another facility for stray hold impoundment, the City shall file a "found report" with the County, in order to attempt to reunite the animal with its owner.

6. **Release of Animals.** The County shall release animals to their owners upon (a) payment of all required fees; and (b) presentment of an Urbana Police Department Property/Evidence Release receipt; or verbal authorization of the Police Chief or his/her designee.

7. **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 Division. 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 animals held on the request of the City past the applicable redemption period provided for in Section 8 of this Agreement, shall be paid by the City for each animal held for City, for each day or part of a day of impoundment. 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 Division.

8. **Transfer of Ownership.** Animals delivered to the Animal Services Facility shall become the property of the County after one of the following events occurs: (a) after the expiration of any applicable redemption period, 5 business days for animals without

identification and 7 business days for animals with identification and 10 days for animals held for bite quarantine; (b) upon execution of an owner-relinquishment form by the animal's owner(s); (c) after issuance of an order or other release by a court of competent jurisdiction 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. Any stray animal held past the holding period shall be at the cost of the County.

9. **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.

10. **Fees.** The County is authorized to collect such fees from the impounded animal's owner in such amount or amounts as authorized by the Champaign County Board and is authorized by the City's code of ordinances. All fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15th day of each month.

11. **Payment.** The City 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 City the PTELL CPI rate adjustment for the ensuing contract renewal year. The City shall pay the County through the Animal Control Department monthly on the 15th day of each month.

12. **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 court cases involving animal impoundments upon request.

13. **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 of Urbana, 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.

14. **Indemnification.** Each Party (the "Indemnifying Party") agrees to indemnify, hold harmless and defend the other Party (the "Indemnified Party") for any loss, liability, judgment, order, decree and/or damages and costs and expenses, including reasonable attorneys' fees arising from any unlawful intentional, willful, wanton, grossly negligent, or negligent actor omission by the Indemnifying Party or that Party's elected or appointed officials, employees, or agents regarding the performance of this Agreement.

15. **Duration; Termination.** This Agreement shall be effective on the latest date appearing below and shall remain in effect 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:

Mayor
City of Urbana
400 S Vine St
Urbana, Illinois 61801

Champaign County Executive
1776 East Washington Street
Urbana, Illinois 61801

16. **Amendments.** This Agreement may be amended only by writing signed by both Parties.

17. **Survival of Provisions.** Any terms of this Agreement, including but not necessarily limited to Section 14 concerning indemnification, that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

18. **Sole Agreement.** This Agreement shall constitute the sole agreement regarding the subject matter hereof and shall supersede any and all prior agreements entered into by and between the Parties regarding the general subject matter herein.

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

CITY OF URBANA
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: _____

By: *Dulene A. Klepper*

Date: _____

Date: 9-25-2020

ATTEST: _____

ATTEST: *Megan Roberts*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

State's Attorney's Office

CB 2015-_____

2015-07-036R

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

THIS AGREEMENT is made and entered by and between the City of Urbana, 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 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 City 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, and other veterinary services normally treatable by a veterinarian with the facilities that the County will be providing in the animal services facility, but expressly not including treatment of major diseases, major trauma and unstable situations, which are to be taken care of elsewhere at City expense. Furthermore, services do not include blood work, major surgery or dental work. 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.

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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 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 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. City 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 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.
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 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 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 City must find housing for any animals for which the County is unable to provide housing at the City's expense. 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.

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6. **Release of Animals.** The County shall release animals to their owners upon (a) payment of all required fees; and (b) presentment of an Urbana Police Department Property/Evidence Release receipt; or verbal authorization of the Police Chief or his designee.

7. **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 and shall not make it available for redemption, adoption or euthanasia without written consent of the City 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.

8. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: (a) after the expiration of any applicable redemption period, 5 business days for animals without identification and 7 business days for animals with identification and 10 days for animals held for bite quarantine; (b) upon execution of an owner-relinquishment form of the animal's owner(s); (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. The County accepts sole responsibility for its discretionary decision. Any animal held past the holding period shall be at the cost of the County.

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10. **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 City's 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.

11. **Payment.** The City 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 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.

12. **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.

13. **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 of Urbana, 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.

14. **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.

15. **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:

Mayor
City of Urbana
400 S Vine St
Urbana, Illinois 61801

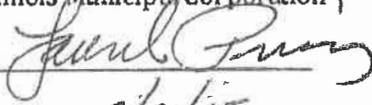
Champaign County Administrator
1776 East Washington Street
Urbana, Illinois 61801

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

17. **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.

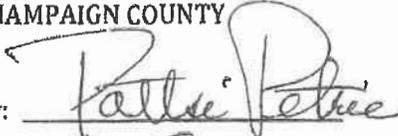
CITY OF URBANA
An Illinois Municipal Corporation

By: 

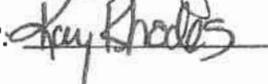
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ATTEST: 

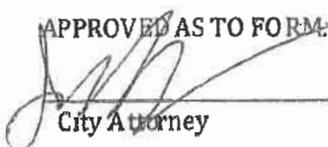
CHAMPAIGN COUNTY

By: 

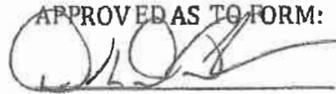
Date: 21 Aug 15

ATTEST: 

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


State's Attorney's Office

CB 2015-_____