

Urbana Police Department Memorandum

TO: Mayor Prussing and City Council Members

FROM: Chief Patrick J. Connolly

DATE: June 6, 2012

RE: Resolution Approving an Intergovernmental Agreement with the County of Champaign for Animal Control Services

Introduction

- A. The police department is requesting that the City Council adopt a resolution authorizing the execution of an agreement with the County of Champaign for Animal Control Services.

Background

- B. The City of Urbana wishes to enter into an agreement with the County of Champaign for Animal Control Services, to be provided at a cost, when the City animal control officer is not available.
- C. A copy of the new agreement is attached.

Fiscal impact

- D. Minimal fiscal impact, as there will be a fee only when the City calls out the County for Animal Control Services. This usually occurs only when the City animal control officer is not on duty nor available for callout.

Recommendation

Approve the resolution authorizing execution of the intergovernmental agreement.

RESOLUTION NO. 2012-06-042R

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE
COUNTY OF CHAMPAIGN FOR ANIMAL CONTROL SERVICES**

(2012)

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

Section 1.

An Intergovernmental Agreement for animal control services between the City of Urbana, Illinois, and the County of Champaign, Illinois, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

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 and on behalf of the City of Urbana, Illinois.

Motion was made by Alderman _____, seconded by Alderman _____ that the Resolution be adopted.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

Laurel Lunt Prussing, Mayor

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

THIS AGREEMENT is made and entered into by and between the County of Champaign ("County") and the City of Urbana ("City") and is 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.* enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the County's Animal Control Department ("Department") currently provides animal control services throughout the County and has expertise in the handling of animals; and

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

NOW THEREFORE, the parties hereby mutually agree as follows:

1. **County to Provide Animal Control Services.** The County agrees to provide animal control services to the City in accordance with all applicable federal and state laws and City ordinances. Services will include responding to animal-related calls, investigating complaints and violations, impounding animals, issuing citations, generating reports, and all other enforcement activities. The Department will respond to requests for animal control services from the City Police Department. Nothing contained herein will prevent the City from engaging in any of the aforementioned activities as it deems appropriate.

2. **Payment.** For services provided by the Department for the first year of this Agreement, the City agrees to pay the County \$39.76 per hour of service, with a minimum of one hour per call. The City shall pay the County through the Department monthly on the 15th day of each month. This fee shall be adjusted for inflation annually prior to the annual renewal date by an increase equal to the percent increase of the most recent Illinois Department of Revenue Consumer Price Index factor applied to the annual calculation for the Property Tax Extension Limitation Law.

3. **Holding of animals.** Impounded animals will be held for a minimum of seven (7) business days to allow reclamation by an owner, agent, or caretaker but not longer than ten (10) business days, unless otherwise directed by the City Police Department or a court order.

4. **Records.** The Department agrees to provide yearly reports to the City, breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the City Police Department.

5. **Indemnification.**

5.1. The City agrees to indemnify and hold harmless the County, its employees, officers and officials from, for and in respect of any liability, damages, claims, demands or expenses (including but not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of the City, its employees, agents, officers, officials, or independent contractors. The County shall

cooperate fully with the City and its insurers in the defense of any and all claims arising out of the performance of this Agreement.

- 5.2. The County agrees to indemnify and hold harmless the City, its employees, officers and officials from, for and in respect to any liability, damages, claims, demands or expenses (including but not limited to court costs, reasonable attorney fees and other costs of defense) arising out of or in connection with the acts or omissions of the County, its employees, agents, officers, officials or independent contractors. 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 this Agreement.

6. **Duration.** The initial term of this agreement will be from the date signed by the last party until June 30, 2014, unless earlier terminated by either party. The Agreement will automatically renew annually commencing on the 1st day of July of the applicable year and will terminate on June 30 of the following year. All terms and conditions will remain in full force and effect unless otherwise amended as set forth herein. Either party may terminate this Agreement with or without cause by providing forty-five (45) days written notice to the other party.

7. **Amendments.** This Agreement may be amended only by a written document signed by both parties.

8. **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.

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

Chief of Police
City of Urbana
400 S. Vine Street
Urbana, IL 61802

Champaign County Administrator
1776 E. Washington Street
Urbana, IL 61801

10. **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 dates and year indicated herein:

CITY OF URBANA

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

State's Attorney's Office