

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 Impound 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 Impound Services.

Background

- B. The City of Urbana and County of Champaign entered into an agreement regarding the impounding of animals at the County facility in 2005.
- C. The proposed new agreement would update and identify changes to create a more effective and efficient method of implementing said intergovernmental agreement.
- D. A copy of the new agreement is attached.

Fiscal impact

- E. No change to the fiscal impact.

Recommendation

Approve the resolution authorizing execution of the intergovernmental agreement.

RESOLUTION NO. 2012-06-043R

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF CHAMPAIGN FOR ANIMAL IMPOUND 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 impound 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

**AN INTERGOVERNMENTAL AGREEMENT
FOR ANIMAL IMPOUND 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”) 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 proposes to provide an animal services 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.

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 which includes facilities as defined above 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. The County shall be solely responsible for the hiring and payment of facility personnel and veterinary services. For the purposes of this Agreement, “Veterinary services” include such services as rabies vaccinations, inoculations, health evaluations, treatment of minor curable diseases, spaying/neutering, 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.

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, including Chapter 4. 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 fewer than 8 hours per day, Monday through Friday, excluding County holidays. The facility shall be open to the public no fewer than 3 hours per day on Saturday and Sunday, excluding County holidays. The County has sole discretion to establish the specific hours of operation. City personnel will have access to the facilities for the purpose of delivering impounded animals at all times. The County shall provide necessary keys and 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 all 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 shall give advance notice to the County, to the extent practicable, of any extraordinary event that would result in a large influx of animals, such as the arrest of an animal hoarder. The County shall 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 shall 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 practicable of its intent to deliver animals to the 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.

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, attached as "Exhibit A," 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) expiration of any applicable redemption period; (b) execution of an owner-relinquishment form of the animal(s) owner(s); or (c) 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.

9. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees due under the City's Schedule of Fees (Urbana City Code Section 14-7). All fees collected on behalf of the City for animals impounded within the incorporated limits of the City shall be remitted monthly, to be received no later than the 15th day of each month.

10. **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, using the form attached as "Exhibit B."

11. **Payment.** The City shall pay the sum of \$34,940.04 annually, payable in monthly installments of \$2,911.67. Impounded animals will be held for a minimum of seven (7) business days to allow reclamation by an owner, agent, or caretaker. If an animal must be held in the County facility beyond ten (10) days because of court or administrative hearing proceedings, the City shall remit to the County any impound fees in excess of seven (7) days' fees recovered by the City in the legal proceedings concerning the animal. The City shall use reasonable efforts to recover impound fees in such circumstances. After an animal is held for seven (7) days, any boarding fees paid by the owner shall be paid to the County. At its discretion and expense, the County may hold an animal beyond seven (7) business days for any reason other than court proceedings.

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 shall not be limited to, complete financial records covering fees, fines, and other charges, as well as records for each animal impounded, specifically the species, street address where seized, Urbana Police Department report number, and cause for impoundment. 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, maintain, and share with user agencies a computer records management program. Necessary data shall include: the number of animals housed and/or received on behalf of the City, 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 shall indemnify, defend, and hold harmless the other party hereto and its officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.

15. **Duration; Termination.** 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 ninety (90) days written notice to the other party. The written notice shall be sent first class mail, return receipt requested to:

Urbana Chief of Police
400 South Vine Street
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, shall 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

CHAMPAIGN COUNTY

By: _____

By: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

State's Attorney's Office