

## CHAMPAIGN COUNTY BOARD

### COMMITTEE OF THE WHOLE

#### *Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda*

County of Champaign, Urbana, Illinois

Tuesday, September 15, 2020 at 6:30 p.m.

Lyle Shields Meeting Room, Brookens Administrative Center,  
1776 East Washington Street, Urbana, Illinois

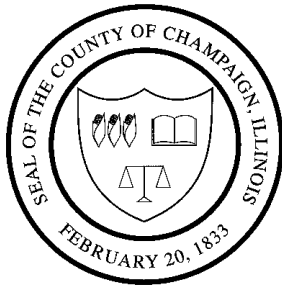
<u>Agenda Items</u>	<u>Page #</u>
<b>I. <u>Call to Order</u></b>	
<b>II. <u>Roll Call</u></b>	
<b>III. <u>Approval of Agenda/Addenda</u></b>	
<b>IV. <u>Approval of Minutes</u></b>	
A. August 11, 2020	1-7
<b>V. <u>Public Participation</u></b>	
• Being accepted remotely through Zoom – for instructions go to: <a href="http://www.co.champaign.il.us/CountyBoard/Committee_Of_The_Whole/2020/200915_Meeting/200915Zoom_Instructions.pdf">http://www.co.champaign.il.us/CountyBoard/Committee_Of_The_Whole/2020/200915_Meeting/200915Zoom_Instructions.pdf</a>	
<b>VI. <u>Presentations</u></b>	
A. Visit Champaign County – Jayne DeLuce	
<b>VII. <u>Communications</u></b>	
A. Communication from Champaign County Mental Health Board/Developmental Disabilities Board	8-21
<b>VIII. <u>Policy, Personnel, &amp; Appointments</u></b>	
A. County Executive	
1. Recommendation to the Finance Committee for approval of title change and re-classification of the Circuit Court’s Executive Secretary in salary grade range F to Executive Assistant in salary grade range I	22-28
2. Request for Authorization to send the County Clerk Director of Training Description to the Job Evaluation Committee for Re-evaluation and Review	29-33
3. Job Evaluation Committee declines to recommend increase of salary range for Chief Information Officer (for information only)	34-35
4. Monthly HR Report – July & August 2020	36-41
5. Appointments/Reappointments (persons to be appointed distributed at the meeting) <b>Applicants (<i>italics indicates incumbent</i>):</b>	
a. Drainage District #2 Town of Scott – 1 Unexpired Term ending 8/31/2023	
• <i>Daniel Noel</i>	42
b. Prairie Creek Drainage District – 1 Unexpired Term ending 8/31/2023	
• <i>Stanley Wolken</i>	43

c.	West Branch Drainage District – 1 Unexpired Term Ending 8/31/2023	
•	Stanley Wolken	44
d.	Union Drainage District #2 of St. Joseph & Ogden – 1 Unexpired Term ending 8/31/2022	
•	Stephen Huls	45
B.	County Clerk	
1.	August 2020 Report	46
C.	<u>Other Business</u>	
D.	<u>Chair’s Report</u>	
1.	County Executive appointments expiring October 2020 (information only)	
a.	None	
2.	Currently vacant appointments made by the County Executive – full list and information is available on the County’s website at: <a href="http://www.co.champaign.il.us/CountyExecutive/appointments/CurrentVacantOpenings.pdf">http://www.co.champaign.il.us/CountyExecutive/appointments/CurrentVacantOpenings.pdf</a>	
E.	<u>Designation of Items to be Placed on the Consent Agenda</u>	
<b>IX.</b>	<b><u>Justice and Social Services</u></b>	
A.	Monthly Reports – All reports are available on each department’s webpage through the department reports page at: <a href="http://www.co.champaign.il.us/CountyBoard/Reports.php">http://www.co.champaign.il.us/CountyBoard/Reports.php</a>	
•	Probation & Court Services – July 2020	
•	Public Defender – August 2020	
•	Emergency Management Agency – July & August 2020	
•	Animal Control – June 2020	
B.	Rosecrance Re-Entry Financial Report – July 2020 (information only)	47
C.	Animal Control	
1.	Request for Authorization for Approval of Intergovernmental Agreements for Animal Control Services with the following:	
a.	Bondville – impoundment and service	48-55
b.	Broadlands – impoundment and service	56-63
c.	Champaign – impoundment and service	64-76
d.	Deland – impoundment and service	77-84
e.	Fisher – impoundment	85-90
f.	Foosland – impoundment and service	91-98
g.	Gifford – impoundment and service	99-105
h.	Ivesdale – impoundment and service	106-113
i.	Ludlow – impoundment and service	114-121
j.	Ogden – impoundment and service	122-129
k.	Pesotum – impoundment and service	130-137
l.	Philo – impoundment and service	138-145
m.	Rantoul – impoundment	146-151
n.	Royal – impoundment and service	152-159

- o. Savoy – impoundment 160-165
  - p. Sidney – impoundment and service 166-173
  - q. Thomasboro – impoundment and service 174-181
  - r. Tolono – impoundment 182-187
  - s. Urbana – impoundment 188-194
- D. Sheriff
- 1. Resolution Approving the Application for, and if awarded, acceptance of Department of Justice FY2020 National Crime Statistics Exchange Implementation Assistance Program – Continued Support Program 195-203
- E. Other Business
- F. Chair’s Report
- G. Designation of Items to be Placed on the Consent Agenda
- X. Finance**
- A. Budget Amendments/Transfers
- 1. Budget Amendment 20-00043 204-205  
Fund 476 Self-Funded Insurance / Dept 118 Property/Liability Insurance  
Increased appropriations: \$200,000  
Increased revenue: \$0  
Reason: To pay claim expenses related to hail damage to county vehicles on July 11, 2020
  - 2. Budget Amendment 20-00044 206-211  
Fund 080 General Corporate / Dept 042 Coroner  
Increased Appropriations: \$3,500  
Increased Revenue: \$3,500  
Reason: To expend funds received through a private grant from Lurie Children’s Hospital of Chicago for the Sudden Unintentional Opioid and Other Drug Related Deaths (S.U.D.O.R.S.) contract
- B. Treasurer
- 1. Monthly Report – 3<sup>rd</sup> Distribution Settlement Report & August 2020– Reports are available on the Treasurer’s webpage at: <http://www.co.champaign.il.us/treasurer/reports.php>
- C. Auditor
- 1. Monthly Report – August 2020 - Reports are available on the Auditor’s webpage at: <http://www.co.champaign.il.us/auditor/countyboardreports.php>
- D. Sheriff
- 1. Approval and Authorization to sign an Intergovernmental Agreement for the Justice Assistance Grant (JAG) Program 212-215
- E. County Executive
- 1. Resolution approving the acceptance of settlement agreement for the Jack C. Richmond Trust Distribution. 216-219

2. Approval of title change and re-classification of the Circuit Court’s Executive Secretary in salary grade range F to Executive Assistant in salary grade range I, effective February 25, 2021 22-28
- F. Other Business
- G. Chair’s Report
- H. Designation of Items to be Placed on the Consent Agenda
- XI. Other Business**
- XII. Adjournment**

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact the Office of the County Executive, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



**CHAMPAIGN COUNTY BOARD**  
**COMMITTEE OF THE WHOLE**  
*Finance/ Policy, Personnel, & Appointments/Justice & Social Services*  
County of Champaign, Urbana, Illinois  
Tuesday, August 11, 2020 at 6:30 p.m.

---

Lyle Shields Meeting Room, Brookens Administrative Center,  
1776 East Washington Street, Urbana, Illinois

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54

**MINUTES – Subject to Approval**

---

- Members Present:** Brad Clemmons, Lorraine Cowart, Connie Dillard-Myers, Aaron Esry, Stephanie Fortado, Jim Goss, Stan Harper, Mike Ingram, Jim McGuire, Diane Michaels, Kyle Patterson, Jon Rector, Chris Stohr, Steve Summers, Leah Taylor, Eric Thorsland, Charles Young, Giraldo Rosales
- Members Absent:** Jodi Eisenmann, Cynthia Fears, James Tinsley, Jodi Wolken,
- Others Present:** Darlene Kloeppe (County Executive), Tami Ogden (Deputy Director of Finance), Mary Ward (Recording Secretary), Brad Gould (Veteran’s Assistance Commission) Aaron Ammons (County Clerk), Angie Patton (Chief Deputy Clerk), Michelle Jet (Director of Training – County Clerk’s Office) George Danos (Auditor), Marisol Hughes (Treasurer), Alejandra Aguero (Chief Deputy Treasurer)
- 

**I. Call to Order**

Chair Rosales called the meeting to order at 6:33 p.m.

**II. Roll Call**

A verbal roll call was taken, and a quorum was declared present.

**III. Approval of Agenda/Addenda**

**MOTION** by Ms. Cowart to approve the agenda; seconded by Mr. Patterson. Upon vote, the **MOTION CARRIED** unanimously.

**IV. Approval of Minutes**

A. June 9, 2020

**MOTION** by Mr. Esry to approve the minutes of June 9, 2020; seconded by Mr. Patterson. Upon vote, the **MOTION CARRIED** unanimously.

**V. Public Participation**

Ricardo Diaz, University YMCA, New American Welcome Center – spoke on the Census and encouraged everyone to help get the word out on the Census. It will affect the funds received as a county and could affect services.

- 55 **VI. Presentations**  
56 A. Veteran's Assistance Commission  
57  
58 Brad Gould, Superintendent Veteran's Assistance Commission, gave the presentation. The Veteran's  
59 Assistance Commission began in 2012. There are around 10,000 veterans in Champaign County. He  
60 works with the same budget lines as when he began, and he also gets donations. Due to Covid-19, he is  
61 not able to get as many donations. He not only provides financial assistance but helps with claims for the  
62 VA and navigating the VA medical system. Veterans bring in \$2.2 million annually to the county. He  
63 also works with the Salvation Army to help homeless veterans get off the street. The VFW Food Bank  
64 took a hit from Covid-19 and looking to get that back on track. He assists surviving spouses in getting the  
65 bronze markers for cemeteries. He's very concerned about the budget cuts up this year. The share for the  
66 VAC is \$5,159, but that will affect 25-30 veterans; that's almost a monthly cut in financial assistance to  
67 Veteran's. Questions and discussion followed concerning various issues and the budget cut. Ms. Fortado  
68 said that cutting direct benefits is something we should take a hard look at.  
69  
70 Mr. Young left the meeting during the presentation.  
71
- 72 **VII. Communications**  
73  
74 There were no communications.  
75
- 76 **VIII. Justice and Social Services**  
77 A. Monthly Reports  
78 • Probation & Court Services – May & June 2020 and 2<sup>nd</sup> Quarter Report  
79 • Public Defender – June & July 2020  
80 • Emergency Management Agency – March, April, May & June 2020  
81 • Animal Control – April & May 2020  
82  
83 Reports were received and placed on file.  
84  
85 B. Rosecrance Re-Entry Financial Report – May & June 2020  
86  
87 Information Only  
88  
89 C. Update on the 2020 Census  
90  
91 Information only and an update was given during Public Participation.  
92  
93 D. Other Business  
94  
95 There was no other business.  
96  
97 E. Chair's Report  
98  
99 There was no Chair's report.  
100  
101 F. Designation of Items to be Placed on the Consent Agenda  
102  
103 There were no items to place on the Consent Agenda.  
104  
105

106 **IX. Finance**

107 A. Budget Amendments/Transfers

108

109 1. Budget Amendment 20-00042

110 Fund 089 County Public Health Fund / Dept 049 Board of Health

111 Increased appropriations: \$2,302,323

112 Increased revenue: \$2,302,343

113 Reason: Appropriate for 100% of CURE Program Grant funding for COVID-19 related  
114 public health expenses (grant ends 12/30/20), and 75% of COVID-19 Contact Tracing  
115 Grant funding (grant ends 6/30/21).

116

117 **MOTION** by Mr. Thorsland to recommend County Board approval of a resolution authorizing  
118 budget amendment 20-00042; seconded by Mr. Ingram. Upon vote, the **MOTION CARRIED**  
119 unanimously.

120

121 2. Budget Amendment 20-00041

122 Fund 075 Regional Planning Comm / Dept 889 Emerg Soln Grant – CARES

123 Increased Appropriations: \$80,000

124 Increased Revenue: \$80,000

125 Reason: Emergency Solutions Grant – CARES Act funding – see attached

126

127 **MOTION** by Mr. Ingram to recommend County Board approval of a resolution authorizing budget  
128 amendment 20-00041; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED** unanimously.

129

130 B. Treasurer

131 1. Monthly Report – 2<sup>nd</sup> Distribution Settlement Report and Comparison of Collections Versus  
132 Delinquencies

133

134 Received and placed on file.

135

136 C. Auditor

137 1. Monthly Report – June & July 2020

138

139 Received and placed on file. The 2018 Audit is on website and the CAFR is on there now. Mr. Danos  
140 spoke to say that the CAFR is in a user-friendly form. Ms. Fortado asked what position we are in for the  
141 timeline and where are we on the reconciliations and she also formally asked for monthly updates on the  
142 reconciliations. Treasurer Hughes answered these questions. She emphasized that her office is short-  
143 staffed. *(The full text of her comments has been posted on the website.)*

144

145 D. County Executive

146 1. Labor/Management Health Insurance Committee recommendation for employee health  
147 insurance & related benefits for FY2021

148

149 Executive Kloepfel said that the county has a Labor/Management Health Insurance Committee  
150 that looks at health, dental, etc. and based on information provided to us this was the best  
151 proposal for this year. We are remaining with our current provider, Blue Cross Blue Shield.  
152 There is a 6% increase to the County, but considering it started out at 29%, this ended up pretty  
153 good.

154

155 **MOTION** by Mr. Esry to recommend County Board approval of a resolution approving  
156 Labor/Management Health Insurance Committee’s recommendation for FY2021; seconded by  
157 Ms. Michaels. Upon vote, the **MOTION CARRIED** unanimously.

158  
159 2. CURE Program Grant Funding  
160

161 For information only. Ms. Ogden spoke briefly on this. She is still learning about this program and she  
162 will be attending an upcoming webinar. She anticipates being able to capture the full \$1.3 million largely  
163 through reimbursement of administrative leave, cough and sneeze guards as well as technology that was  
164 purchased that allowed employees to work from home. Mr. Ingram thanked Ms. Ogden for taking on this  
165 task and he was sure she would get the most out of it. Mr. Stohr asked how much tech was acquired and  
166 how much training was required to allow work from home. There was not a lot of training on the General  
167 County side, not sure about RPC. We did spend approximately \$40,000 on laptops, VPN’s, Zoom, etc.  
168

169 E. Other Business

170 There was no other business.

171  
172  
173 F. Chair’s Report

174 There was no Chair’s report.

175  
176  
177 G. Designation of Items to be Placed on the Consent Agenda

178  
179 The following items were placed on the Consent Agenda: 9. A. 1 and 2 and 9. D. 1.  
180

181 **X. Policy, Personnel, & Appointments**

182 A. County Executive

- 183 1. Request for Authorization to send the Director of IT Job Description to the Job Evaluation  
184 Committee for Re-evaluation and Review  
185

186 **MOTION** by Mr. Rosales to approve the request for authorization to send the Director of IT Job  
187 Description to the Job Evaluation Committee. Seconded by Ms. Cowart. A brief discussion followed  
188 regarding the importance of this position and a reminder that many times when there is a job re-  
189 evaluation, there’s usually a budget increase for an increase in salary. Upon vote, the **MOTION**  
190 **CARRIED** unanimously.  
191

- 192 2. Request for Authorization to send the Circuit Court Secretary Job Description to the Job  
193 Evaluation Committee for Re-Evaluation and Review  
194

195 **MOTION** by Mr. Rosales to approve the request for authorization to send the Circuit Court Secretary Job  
196 Description to the Job Evaluation Committee. Seconded by Mr. Goss. Upon vote, the **MOTION**  
197 **CARRIED** unanimously.  
198

- 199 3. Monthly HR Report – June 2020  
200

201 Received and placed on file.  
202

203 4. Appointments/Reappointments

- 204 a. Drainage District Commissions – 1 Term Each, 9/1/2020 – 8/31/2023  
205



- 206 • Beaver Lake Drainage District – *Steven Hammel*
- 207 • Blackford Slough Drainage District – *LaVern Zehr*
- 208 • Conrad & Fisher Drainage District – *Harlan Trotter*
- 209 • Fountain Head Drainage District – *Robert Barker*
- 210 • Kankakee Drainage District – *Patrick Feeney*
- 211 • Kerr & Compromise Drainage District – *Wayne Emkes*
- 212 • Longbranch Mutual Drainage District – *Norman Uken*
- 213 • Okaw Drainage District – *Larry Dallas*
- 214 • Owl Creek Drainage District – *Leonard Delaney*
- 215 • Pesotum Consolidated Drainage District – *Chris Hausman*
- 216 • Raup Drainage District – *Stephen Osterbur*
- 217 • St. Joseph #3 Drainage District – *Charles Daly*
- 218 • St. Joseph #4 Drainage District – *Travis Fruhling*
- 219 • St. Joseph #6 Drainage District – *Bruce Stickers*
- 220 • Salt Fork Drainage District – *Dennis Bergman*
- 221 • Sangamon & Drummer Drainage District – *John Leonard*
- 222 • Silver Creek Drainage District – *Cecil Hudson*
- 223 • Somer #1 Drainage District – *Chris Conerty*
- 224 • Two Mile Slough Drainage District – *Jonathan Schroeder*
- 225 • Triple Fork Drainage District – *Lowell “Pete” Johnson*
- 226 • Union D.D. #1 of Philo & Crittenden – *Robert Grove*
- 227 • Union D.D. #1 of Philo & Urbana – *Roy C. Douglas*
- 228 • Union D.D. #2 of St. Joseph & Ogden – *Dwight Raab*
- 229 • Union D.D. #3 of South Homer & Sidney – *Linda LeeDrotz*
- 230 • Union D.D. of Stanton & Ogden Townships – *Les Olson*
- 231 • Upper Embarras River Basin Drainage District – *J. Andrew Edwards*
- 232 • Willow Branch Drainage District – *Steve Maddock*
- 233 • Wrisk Drainage District – *Steven Herriott*

234  
235 St. Joseph #4 Drainage District was pulled from this list to be voted on separately. The nominees were  
236 presented by Mr. Rector.

237  
238 **OMNIBUS MOTION** by Mr. Rosales to recommend County Board approval of resolutions appointing  
239 trustees to their respective Drainage Districts; seconded by Mr. Clemmons. Upon vote, the **MOTION**  
240 **CARRIED** unanimously.

241  
242 **MOTION** by Mr. Rosales to recommend County Board approval of resolution appointing Travis  
243 Fruhling to St. Joseph #4 Drainage District; seconded by Mr. McGuire. Discussion followed as to why  
244 this was asked to be voted on separately. Currently there are no other candidates for this Drainage  
245 District. Mr. Stohr asked a question of Executive Kloeppel as to how they are appointed. Executive  
246 Kloeppel explained that they fill out an application and are then interviewed, usually a 5-10-minute phone  
247 interview. He sounded interested in the position and it is getting more difficult to find someone to fill the  
248 position.

249  
250 Mr. Goss called the question; seconded by Mr. Clemmons. Upon vote, the call to the question passed  
251 unanimously. Upon vote, the **MOTION FAILED** unanimously.

- 252  
253 b. Drainage District Commission – 1 Unexpired Term, 9/1/20 – 8/31/2021  
254 • Union D.D. #2 of St. Joseph & Ogden – *Travis Fruhling*

255  
256 **MOTION** by Ms. Taylor to recommend County Board approval of a resolution appointing Travis  
257 Fruhling to Union D.D. #2 of St. Joseph & Ogden; seconded by Mr. Rosales. Upon vote, the **MOTION**  
258 **FAILED** unanimously.

- 259  
260 c. Drainage District Commission – 1 Unexpired Term, 9/1/20 – 8/31/2022  
261 • Lower Big Slough Drainage District – Mark Wood  
262 • St. Joseph #6 Drainage District – BJ Hackler  
263

264 **MOTION** by Mr. Rosales to recommend County Board approval of resolutions appointing trustees to  
265 their respective Drainage Districts; seconded by Ms. Michaels. Upon vote, the **MOTION CARRIED**  
266 unanimously.

- 267  
268 d. County Board of Health – 1 Unexpired Term, ending 6/30/23  
269 • Lyndon Goodly  
270

271 **MOTION** by Mr. Stohr to recommend County Board approval of a resolution appointing Lyndon Goodly  
272 to the County Board of Health; seconded by Mr. Ingram. Upon vote, the **MOTION CARRIED**  
273 unanimously.

- 274  
275 B. County Clerk  
276 1. June & July 2020 Report and Semi-Annual Report  
277

278 For information only.

- 279  
280 2. Update on Website (discussion only)  
281

282 Michelle Jett took us through the new website design. It is a clean design and departments are color-  
283 coded to make it easier to navigate. It also uses text and icons. Pages can be translated into 8 different  
284 languages and there is a feedback function on each page. It is heavy on integrated data. It is pretty far  
285 along; they are tweaking some pages and doing testing. They are close to being done. Discussion  
286 followed. Mr. Rector ask what the timeline was for being live. They are hoping to have a significant  
287 portion of the website live in 2-3 weeks. Members like the layout and looks for the website. A question  
288 was asked about it being less than a full release. Ms. Jett said the Phase I release would be replacing what  
289 the current site already has. Under Phase 2 they would release additional items such as how property tax  
290 works, especially information on delinquent taxes and what they need to do, and other information that  
291 people have requested. Mr. Stohr asked about maintenance on the site or do we rely on the vendor for  
292 maintenance and updates. It has been a team effort and the vendor is working with our IT person so that  
293 we can take that over ourselves. It was in the contract they had to provide us a written manual for the  
294 website. Overall, the site looks awesome.

- 295  
296 C. Other Business  
297

298 Resolutions and locations for voting and early voting will need to be voted on at County Board. There  
299 will be no vote tonight, this is for discussion only.

300  
301 Mr. Ammons clarified that this was not only for early voting but also for the other 85 voting locations.  
302 Discussion followed on voting locations, the number of election judges at locations and concerns with  
303 Covid-19 and the number of election judges. There will be training for additional elections judges  
304 coming up. There are two new additional voting locations; one at Parkland College and one at the

305 YMCA on Campus. Vote by Mail was discussed. The postcards were mailed July 30 and 31. Questions  
306 were asked about the mail in ballots and mail in drop boxes, their locations and how they will work.  
307

308 D. Chair's Report

309 1. County Executive appointments expiring September 2020  
310

311 For information only. There are no appointments expiring in September.  
312

313 2. Currently vacant appointments made by the County Executive.  
314

315 For information only. A full list and information are available on the County's website  
316

317 E. Designation of Items to be Placed on the Consent Agenda  
318

319 Items to be placed on the Consent Agenda include: X. 1, 2, 4a, 4c and 4d.  
320

321  
322 **XI. Other Business**

323 There was no other business.  
324  
325

326 **XII. Adjournment**  
327

328 The meeting was adjourned at 8:42 p.m.  
329  
330



August 25, 2020

Champaign County Executive, Darlene Kloeppe, and  
Members of the Champaign County Board  
1776 East Washington Street  
Urbana, Illinois 61802

Honorable Champaign County Executive and Champaign County Board Members:

This letter is to offer additional context to the information we traditionally provide during your budget process. Attached is a spreadsheet of brief overviews of funded programs and related activities, accounting for the majority of funding allocated to the Champaign County Developmental Disabilities Board (CCDDB) and Champaign County Mental Health Board (CCMHB), for your reference. Below is an overview of the very special circumstances within which we respond to the new needs of 2020 and plan for 2021.

Few issues impact us as broadly as mental health and substance use disorders and intellectual and developmental disabilities. Prior to COVID-19, approximately a third of our families, friends, coworkers, and neighbors were affected. By early 2020, we confronted a crisis of despair, with rising suicide and addiction rates, even among previously healthy populations. Local providers operated within already complex, underfunded state and national payment and regulatory systems to address *the* public health challenge of our time. Some common disorders have life-long effects and come at a high cost to individuals, families, healthcare systems, and communities. Just as with untreated or poorly managed physical illness, they cost money and lives. Less common, intellectual and developmental disabilities call for specialized supports which had already been inflexible and difficult to secure. The harmful impacts of these insufficient care systems ripple out from individuals through family and across our community in profound ways. Even prior to COVID-19, summarizing the relevant considerations was a challenge, and our previous attempts are available for any who may be interested.

At the time of this writing, the full impacts of COVID-19 on individuals, families, systems, and communities are expected to be pervasive and enduring. Many local partners initially came together with a common cause, to meet the increasing and emerging human service needs, but these will not be fully understood for some time, and early indicators were alarming.

The July 2020 Health Tracking Poll report from Kaiser Family Foundation indicates that 53% of US adults say the pandemic has negatively affected their mental health and most believe the worst is yet to come. 211 calls for information and referrals during March were 89% higher than in the year before and continue to exceed last year's rates every month since. Sadly, calls related to suicide reached the 211 'top ten' for the first time in years. Across the country, crisis calls increased by approximately 80%, with 60% of those being from people who had no previously identified behavioral health concern. Without a roadmap, people are managing multiple stressors,

rapid change, financial insecurity, social isolation, failing safety net systems, disparate health outcomes, unknown long-term effects of the virus itself, and new challenges to our ability to grieve all sorts of losses, but especially of life. Researchers warn that the pandemic could inflict long-lasting emotional trauma on an unprecedented scale and leave millions wrestling with debilitating psychological disorders.

All who are involved in the planning and implementation of systems of support are also affected by these large-scale events, perhaps in very different ways from one person to the next, but all challenged to innovate at the time it is most needed.

In April and June, CCDDDB and CCMHB funded agencies shared updates on how their clients and staff had been impacted and what the organizations have done or planned in response. These were compiled for the CCDDDB and CCMHB and are available in online archives or by request. Due to the timing of our process for allocating funds, the new and impending service needs were not clear enough to warrant sweeping permanent changes. Contracts for Program Year 2021 (July 1, 2020 to June 30, 2021) include new provisions to allow for similar updates from all programs throughout the year, to allow for appropriate changes in the scope of funded services as they meet emerging and changing needs. Early hopeful developments are in the expansion of phone and online services; challenges arise not only with the 'digital divide' and people's varying ability to use these options effectively but also with the fact that some services must be conducted face to face. Greater investments in equipment are necessary to facilitate virtual service options and to make face-to-face supports as safe as possible.

As with most businesses and non-profit organizations, service providers face another unprecedented crisis, of decreased revenues and increased operational expenses, in order to maintain essential health services during the COVID-19 pandemic and in its wake. A National Council for Behavioral Health (NCBH) survey found that nearly two-thirds of community behavioral health organizations believe that they can only survive financially for three months or less under the current conditions, and almost half have cut staff positions. Chuck Ingoglia, CEO of NCBH called this "the tip of the iceberg."

Planning for 2021, from budget to service contract detail, requires a shift of mindset. Instead of a clear, firm footing in 2020, our current state is more like being adrift on the ocean in a storm. Until conditions stabilize, our framework for a healthier future must not take in water.

Champaign County may have a great advantage, in that it is home to two foundational and stabilizing institutions in the CCMHB and CCDDDB. The relationship between the Boards and the Champaign County Board and Government has been strengthened by long-standing shared projects in the areas of juvenile and adult justice and social services, by staff collaborations across departments, and by a series of thoughtful appointments to each Board. We are in a better position than many communities to advance our missions under the current unimaginable circumstances and their legacy.

***The Mission of the Champaign County Developmental Disabilities Board...***

*advancement of a local system of programs and services for the treatment of people with intellectual/developmental disabilities in accordance with the assessed priorities of the citizens of Champaign County.*

***The Mission of the Champaign County Mental Health Board...***

*promotion of a local system of services for the prevention and treatment of mental or emotional, intellectual or developmental, and substance use disorders, in accordance with the assessed priorities of the citizens of Champaign County.*

In Illinois, Mental Health (708) Boards and Developmental Disabilities (377) Boards are established by referendum for counties, townships, and municipalities and have authorities for planning and funding a local system of supports. Recently, more such local authorities have been established, and our network expands, reflecting the diversity of the state in a way that state agencies are less equipped to do. Our association of local MH and DD authorities has made progress in clarifying our relationship with those state agencies most closely involved in funding and oversight of the service systems, allowing us to speak for our communities' particular needs.

The Community Care for Persons with Developmental Disabilities Act (ILCS 50/835, Section 0.1 et seq.) and the Community Mental Health Act (ILCS 405/20, Section 0.1 et seq.) define responsibilities and authorities so, with direction from the community representatives appointed by the County Board, we focus on activities such as the following:

- Consult with other appropriate private and public agencies in the development of local plans for the most efficient delivery of mental health, substance use disorder, and intellectual and developmental disabilities services and supports.
- Develop and revise a strategic plan for community services and supports for persons with a mental illness, substance use disorder, or intellectual and developmental disability.
- Within amounts appropriated therefore, execute such programs and maintain such services and facilities as may be authorized under such appropriations.
- Review and evaluate community services and facilities, including for the treatment of mental health conditions, alcoholism, drug addiction, and intellectual and developmental disabilities.
- Additional powers and duties as set forth in 50 ILCS/835 Section 4 for the CCDDDB and in 405 ILCS/20 Section 3 for the CCMHB.
- To carry out their mandates and mission, the CCDDDB may levy an annual tax not to exceed 0.10%, and the CCMHB 0.15%, upon all of the taxable property in such governmental unit at the value thereof, as equalized or assessed by the Department of Revenue. The CCDDDB and CCMHB are accountable to the community, embracing their roles as stewards of local taxpayer dollars to ensure that levied funds are allocated in a responsible manner on behalf of the community.

During 2021, we will be completing the community needs assessment process which drives each Board's strategic plan and informs priorities for the allocation of funds. The 2021 needs assessment is being conducted through a collaboration with other healthcare and social service organizations with similar missions and responsibilities, in an effort to reduce duplication of effort, create shared understanding through a common 'health plan', and maximize results for all community members. As a medium-sized county with both urban centers and rural communities and a high degree of cultural and linguistic diversity, Champaign County benefits from mutual efforts and shared understandings, but authentic understanding requires careful attention to the

needs of all. To improve our efforts and create efficiencies, we work in partnership with local and regional interagency and intergovernmental entities, other similar boards across the state and nation, local educational institutions, and with advocacy networks. We have been very fortunate for the thoughtful support of Champaign County government.

The CCDDDB and CCMHB trust and appreciate the commitments of the Champaign County Board and Champaign County Executive to this community, to improving residents' access to mental health, substance use, and intellectual and developmental disabilities services and supports, and to ensuring that local providers continue to deliver essential healthcare services and respond effectively to needs in this time of crisis and beyond.

Please contact me directly at [lynn@ccmhb.org](mailto:lynn@ccmhb.org) with comments, concerns, or requests for additional information.

Respectfully,

Dr. Anne Robin, President  
Champaign County Developmental Disabilities Board

Joseph Omo-Osagie, President  
Champaign County Mental Health Board

Lynn Canfield, Executive Director  
Champaign County Developmental Disabilities and Mental Health Boards

Champaign County Mental Health Board programs (not I/DD) for PY2021 (7/1/20-6/30/21)				
Agency	Program	Focus	\$ Amount	Summary
Champaign County Children's Advocacy Center	Children's Advocacy	Justice/Behavioral Health	\$52,754	Promoting healing and justice for children/youth who have been sexually abused. Offers a family-friendly initial investigative interview site; supportive services for the child and non-offending family promoting healing; and abuse investigation coordination. Most of the young people served are victims of sexual abuse. Provides services for victims of severe physical abuse and of child trafficking. Trauma inflicted by these crimes is deep; with the right help the young person can begin to heal.
Champaign County Christian Health Center	Mental Health Care at CCCHC	Innovation and Access	\$13,000	Currently, CCCHC patients may receive mental health screenings, primary care, prescriptions, and referrals to specialized care as needed. Any uninsured and underinsured resident of Champaign County, typically between the ages of 18 and 64, is eligible. Primary care providers treat or refer those with MH conditions, especially anxiety and depression. With this grant CCCHC will recruit new psychiatrists, psychologists, and counselors to provide direct MH care, greatly enhancing community resources. Recruiting strategies: contacting hospitals and health care facilities to promote CCCHC; targeting organizations that have potential MH volunteers; and connecting with a
Champaign County Health Care Consumers	CHW Outreach & Benefit Enrollment	Innovation and Access	\$77,960	Enrollment in health insurance and other public benefit programs; help with maintenance of benefits; case management; education and outreach. Enrollment in Medicaid, Medicaid Managed Care, private plans through ACA Marketplace, Medicare for those eligible by virtue of age or disability, Medicare Extra Help, Medicare Savings Program to reduce the out of pocket costs, hospital/clinic financial assistance programs. Help applying for Promise Healthcare's sliding scale and completing the new patient packet. In-house Rx Fund for low-income individuals, enrollment in pharmaceutical assistance programs, SNAP and SafeLink phone program. Access to affordable dental and vision care. Case-management, referrals and advocacy to access other benefits and social services.
Champaign County Health Care Consumers	Justice Involved CHW Services & Benefits	Justice/Behavioral Health	\$75,140	Community Health Worker services as above, for people at the Champaign County jail. Services are offered on-site, to improve access to care upon discharge/release. Provider also coordinates with related programs and coalitions, toward improved response for those in crisis or incarcerated.
Champaign County Regional Planning Commission - Community Services	Homeless Services System Coordination	Innovation and Access	\$51,906	Homeless Services System Coordination program supports a position to: support, facilitate, and direct the IL-503 Continuum of Care (CoC) aka Champaign County Continuum of Service Providers to the Homeless; to support the body's mission to end homelessness in Champaign County through a coordinated network of resources for those who are homeless or at-risk of becoming homeless; coordinate efforts across the CoC membership to support its goals and the Homeless Emergency and Rapid Transition to Housing (HEARTH) Act regulations; and build and maintain collaborative partnerships with CoC membership and affiliates, working closely with the CoC Executive Committee.
Champaign County Regional Planning Commission - Community	Justice Diversion Program	Justice/Behavioral Health	\$75,308	The Justice Diversion Program is the primary connection point for case management and services for persons who have Rantoul Police Department Crisis Intervention Team (CIT) and/or domestic contacts, offering case management with a goal to reduce criminal recidivism and help clients develop and implement plans to become successful and productive members of the community, offering law enforcement an alternative to formal processing. The JDP develops additional community resources and access to services in
Champaign County Regional Planning Commission - Community	Youth Assessment Center (Companion Proposal)	Justice/Behavioral Health	\$76,350	The YAC screens youth for risk factors and links youth/families to support and restorative community services. The YAC provides an alternative to prosecution for youth involved in delinquent activity. Case managers, using Trauma Informed Care and BARJ principles, screen juvenile offenders referred to our program to identify issues that might have influenced the offense and link youth to services to address the identified issues. Focused on helping youth be resilient, resourceful, responsible and contributing members of



<b>Don Moyer Boys &amp; Girls Club</b>	CU Change	System of Care	\$100,000	The program seeks to impact underresourced youth with potential for high school graduation by providing group and individual support, counseling, life skills training, and exposure to positive cultural and healthy life choices. Emphasizes academic support, community engagement, interactive, hands on learning experiences and exposure to positive life alternatives. Assists youth with navigating obstacles to success in the school environment, increasing positive peer and community involvement and developing a positive future plan.
<b>DREAAM House</b>	DREAAM	System of Care	\$80,000	DREAAM is a prevention and early intervention program for boys aimed at cultivating academic excellence and social emotional health. Designed to increase positive outcomes (academic achievement, self-efficacy, social mobility) and decrease negative outcomes (suspensions, low educational performance, violence). Evidence-informed components: 1) day-long summer program, 2) 5-day week, after-school program, 3) school-based mentoring, 4) Saturday athletic activities, and 5) family engagement and training. Embedded in each component is social emotional learning and behavioral health instruction to foster transfer of skills from DREAAM House to school to home.
<b>Cunningham Children's Home</b>	Families Stronger Together	System of Care	\$403,107	The Families Stronger Together is a new program that provides trauma informed, culturally responsive, therapeutic services to build resiliency in families with youth age ten to seventeen who are or at risk of involvement in the juvenile justice system. Level of engagement with the family is based on assessed need and can last anywhere from one month to ten months. The therapeutic services apply the Attachment, Regulation, and Comptency (ARC) treatment framework. Range of services provided can include individual therapy, family therapy, psychoeducation services, care coordination, intensive family
<b>Cunningham Children's Home</b>	ECHO Housing and Employment Support	Innovation and Access	\$101,604	Works closely with individuals who are homeless or at risk of homelessness, through intensive case management and care coordination geared towards promoting permanent housing and employment and resolving barriers. The Case Manager takes a holistic approach to supportive services by countering possible barriers to goal stability (e.g., basic needs, child care, physical health, and mental health). Participants receive weekly services that last until 90 days after obtaining both housing and employment. Frequency of contact can vary depending on the need of the client, ranging from weekly to bi-
<b>Crisis Nursery</b>	Beyond Blue-Champaign County	System of Care	\$75,000	Beyond Blue serves mothers who have or are at risk of developing perinatal depression (PD), targeting mothers who demonstrated risk factors for PD and are pregnant or have a child under age one. Individual and group support and education to facilitate healthy parent-child engagement. Research suggests that 10-20% of mothers suffer from PD, nearly half are undiagnosed. Addresses risk factors that lead to emotional disturbances and multiagency and system involvement in children. Works to increase awareness of PD
<b>Courage Connection</b>	Courage Connection	System of Care	\$127,000	A family's immediate safety is intimately connected to their long-term success. A community's stability is threatened when any family is in danger. Courage Connection helps victims and survivors of domestic violence rebuild their lives through advocacy, housing, counseling, court advocacy, self-empowerment, community engagement, and
<b>Community Service Center of Northern Champaign County</b>	Resource Connection	Innovation and Access	\$67,596	A multi-service program aimed at assisting residents of northern Champaign County with basic needs and connecting them with mental health and other social services. Serves as a satellite site for various human service agencies providing mental health, physical health, energy assistance, and related social services. Features an emergency food pantry, prescription assistance, clothing and shelter coordination, and similar services for over 1,700 households in northern Champaign County.
<b>Champaign County RPC Head Start/Early Head Start</b>	Early Childhood Mental Health Services	System of Care	\$209,906	Support from an Early Childhood Mental Health Assistant including: assisting teaching staff and parents in writing individualized social-emotional goals to include in lesson plans for children identified through screening; developing with parents and teaching staff an Individual Success Plan for children who exhibit challenging behaviors; offering teachers social and emotional learning strategies; monitoring children's progress and outcomes; and providing information to families and staff. Facilitation of meetings with a child's parent(s) and teaching staff throughout the process of the child receiving services as well as supporting parents and teaching staff with resources, training, coaching, and modeling.

<b>First Followers</b>	FirstSteps Reentry House (NEW)	Justice/Behavioral Health	\$39,600	FirstSteps Community House is new program that operates a transition house for adult men returning home to Champaign County after incarceration. The program provides rent free housing in a five bedroom house donated for use by the Housing Authority of Champaign County. Up to four men can be housed at a time. First Followers staff will assist the residents in transition, help them set up plans of action and goals, provide transportation to potential employment or service opportunities, and facilitate their integration into the community. Projected length of engagement is between three
<b>Family Service of Champaign County</b>	Senior Counseling & Advocacy	Innovation and Access	\$162,350	For Champaign County seniors and their families. Services are provided in the home or in the community. Caseworkers assist with needs and challenges faced by seniors, including grief, anxiety, depression, isolation, other mental health issues, family concerns, neglect, abuse, exploitation and need for services or benefits acquisition. Assists seniors providing care for adult children with disabilities and adults with disabilities age 18-59 experiencing abuse, neglect or financial exploitation.
<b>Family Service of Champaign County</b>	Self-Help Center	Innovation and Access	\$28,930	Information about and referral to local support groups. Provides assistance to develop new support groups and maintaining and strengthening existing groups. Program maintains a database of Champaign County support groups, national groups, and groups in formation. Information is available online and in printed directory and specialized support group listings. Provides consultation services, workshops, conferences, educational packets and maintains a lending library of resource materials.
<b>Family Service of Champaign County</b>	Counseling	Justice/Behavioral Health	\$30,000	Affordable, accessible counseling services to families, couples and people of all ages. Clients are given tools and supports to successfully deal with life challenges such as divorce, marital and parent/child conflict, depression, anxiety, abuse, substance abuse/dependency and trauma. Strength-based, client driven services utilize family and other natural support systems and are respectful of the client's values, beliefs, traditions,
<b>East Central IL Refugee Mutual Assistance Center ("Refugee")</b>	Family Support & Strengthening	Innovation and Access	\$56,440	Supports and strengthens refugee and immigrant families transitioning and adjusting to American culture and expectations. Provides orientation, information/referral, counseling, translation/interpretation services, culturally appropriate educational workshops, and help accessing entitlement programs. Bi-monthly newsletter and assistance to refugee/immigrant mutual support groups. Staff speaks nine languages and accesses community volunteers to communicate with clients in languages not on staff.
<b>Don Moyer Boys &amp; Girls Club</b>	Youth and Family Services	System of Care	\$160,000	Family-driven, youth-guided services for and with families and children experiencing mental health and/or emotional challenges. Supports are offered at home, in school, and in the community for optimal recovery. Partnering with caregivers to provide the best-fit, most comprehensive services and supports possible. Peer-driven support from those with lived experiences and challenges, educational opportunities to make informed decisions, and technical support to help navigate complicated systems for the best possible outcomes for each individual and their family.
<b>Don Moyer Boys &amp; Girls Club</b>	Community Coalition Summer Initiatives	System of Care	\$107,000	Services and supports by specialized providers, through subcontract to Don Moyer Boys and Girls Club, to engage Champaign County's youth in a a range of positive summer programming: strengthening academics; developing employment skills and opportunities; athletics; music and arts instruction; etc. Supports and reinforces System of Care principles and values particularly relative to system-involved youth impacted with emotional and environmental challenges. Reports to and through the Champaign County Community Coalition and the CCMUP.
<b>Don Moyer Boys &amp; Girls Club</b>	CUNC	System of Care	\$110,195	An initiative designed to increase community understanding of trauma and expand community capacity to implement trauma-informed practices and procedures. Goals are: addressing the needs of those impacted by trauma and violence and creating more supportive and healed communities. Accomplished through training community members, focusing on youth leaders and elder helpers, and educating the community about trauma and trauma-informed care. Emphasis is placed on increased access to trauma informed, culturally responsive skills based groups and resiliency building opportunities through groups for mothers and caregivers impacted by community violence; groups for adults impacted by gun violence; and, groups or community workshops for

<b>First Followers</b>	Peer Mentoring for Re-Entry	Justice/Behavioral Health	\$95,000	Mission is to build strong and peaceful communities by providing support and guidance to the formerly incarcerated, their loved ones, and the community. Offers assistance in job searches, accessing housing and identification as well as emotional support to assist people during the transition from incarceration to the community. In addition, we carry out advocacy work aimed at reducing the stigma associated with felony convictions and attempt to open doors of opportunity for those with a criminal background.
<b>GROW in Illinois</b>	Peer Support	Innovation and Access	\$77,239	Mutual-help; peer to peer 12-step program provides weekly support groups for mental health sufferers of all races and genders. GROW compliments the work of professional providers by connecting people with others in similar situations and empowering participants to do that part which they can and must be doing for themselves and with one another. While professional providers offer diagnosis and treatment, consumer-providers offer essential rehabilitation and prevention services because of firsthand experience with the recovery process. Groups offered include in-person as well as virtual sessions for men and for women, and are held in various locations around the County
<b>Mahomet Area Youth Club</b>	Bulldogs Learn & Succeed Together (BLAST)	System of Care	\$15,000	MAYC's BLAST Programming for students K-12 includes enrichment activities, academic help, and cultural and community-based programming. MAYC partnered with Mahomet Seymour Schools District in this endeavor for several reasons: it allows the use of district facilities, providing a safe and structured environment, children participate in activities in their own school community, additional contact with teachers, school staff, social workers, and guidance counselors, specialized learning spaces (including computer labs, gyms, music and art rooms), access to a variety of caring community volunteers, and most importantly, an inclusive environment that brings students from all economic backgrounds together. Open to all students but targeting low income and/or struggling students making the program available at no cost.
<b>Mahomet Area Youth Club</b>	MAYC Members Matter!	System of Care	\$18,000	MAYC Members Matter! emphasizes five core values: Character and Stewardship; Health and Life Skills; Education and Leadership; Creative Arts and Expression, and Sports and Recreation. The MAYC Junior High Club operates Monday thru Friday from 3:30pm to 6:00pm on school days that provides a safe place for up to 40 students at no cost, to study, socialize with peers, play sports and games, and establish meaningful relationships with caring adults. Goals for this program are consistent attendance at school, improved grades, and graduating on time. The out-of-school program operates Monday thru Friday from 7:00a.m. To 6:00p.m., offering activities including educational STEM related projects/activities, arts and crafts, recreation and physical fitness including swimming and trips around the community. Goals for this program are increased meaningful adult and peer connections, physical activity, knowledge of health and nutrition, food security, brain stimulating activities and retention of knowledge gained during the school year.
<b>NAMI Champaign County</b>	NAMI Champaign County	System of Care	\$10,000	NAMI Champaign County Illinois offers free information and support to people living with mental health problems and their families. NAMI Ending the Silence is an engaging presentation that helps audience members learn about the warning signs of mental health conditions and what steps to take if you or a loved one are showing symptoms of a mental illness. Other program offerings include: NAMI Family-to-Family; NAMI volunteer staffed warmline; NAMI Family and Friends seminar; NAMI in Our Own Voice (IOOV); and NAMI Family Support Group.
<b>Promise Healthcare</b>	Promise Healthcare Wellness	Innovation and Access	\$107,987	Provides support, case management, medication assistance, and benefit enrollment for patients with non-clinical barriers to achieving optimum medical and mental health care. Patients who have a mental health need, those who have psycho-social support needs, and those who have been identified as having barriers to executing their treatment plan are prioritized for Wellness services. Coordinators assist patients with access to medications, social service needs, linkage with other agencies, and enrolling eligible patients in Medicaid and Marketplace insurance. The program is also charged with facilitating care at our Rosecrance satellite and supporting collaborations and outreach.

Rosecrance Central Illinois	Recovery Home	Innovation and Access	\$200,000	Therapeutic interventions that facilitate: removal of barriers for safe/supportive housing; 12-Step support involvement; independent living skills; education/vocational skills; identification and use of natural supports; use of community resources; and peer support. Evidence based practices to be used include: 12-Step model and peer support; Level system; Case Management; and Contingency management initiatives.
Rosecrance Central Illinois	Prevention Services	System of Care	\$60,000	An evidence-based life skills and drug education curriculum for Champaign County students. Programs available for preschool through high school. Sessions on health risks associated with the use of alcohol, tobacco and other drugs. Life skills sessions may include instruction on and discussion of refusal skills, self-esteem, communicating with parents, and related social issues. Prevention team are active members of several anti-drug and anti-violence community-wide coalitions working to reduce youth substance
Rosecrance Central Illinois	Fresh Start	Justice/ Behavioral Health	\$79,310	Aimed at addressing the root cause of the violence, customized for our community in coordination with the Champaign Community Coalition's Fresh Start Initiative, involving a 3-pillar approach – Community, Law Enforcement, and a Case Manager. Identifies and focuses on individuals with history of violent, gun-related behaviors. Participants are offered an alternative to violence, with intensive case management, assistance accessing services (such as medical, dental, behavioral health) to address immediate personal or family issues and to overcome barriers to employment, housing, education.
Rosecrance Central Illinois	Crisis, Access, & Benefits	Innovation and Access	\$203,960	A 24-hour program including Crisis Team and Crisis Line. Clinicians provide immediate intervention by responding to crisis line calls and conducting crisis assessments throughout Champaign County. The Crisis Team works closely with hospitals, local police, the University, and other local social service programs. Offers access services including information, triage, screening, assessment, and referral for consumers and members of
Rosecrance Central Illinois	Criminal Justice PSC	Justice/ Behavioral Health	\$304,350	Individuals at the Champaign County Jail receive screening and, as appropriate, mental health assessment, substance abuse assessment, counseling, case management, individual and/or intensive outpatient substance abuse treatment, and linkage to additional supports as needed in the community.
Rattle the Stars	Youth Suicide Prevention Education	Innovation and Access	\$86,500	Designed to build skills and improve competence to encourage intervention between peers, and by parents and adults. Covering three core areas for intervention: what to look for to recognize mental illness, mental health crises, and suicidal thoughts; how to intervene by using appropriate and effective communication skills; and accessing necessary resources for professional care. Program is developed from evidence informed models and adheres to best practices suggested by nationally recognized mental health
Rape Advocacy, Counseling & Education Services	Sexual Violence Prevention Education	System of Care	\$63,000	Rape Advocacy, Counseling & Education Services (RACES) is the only agency charged with providing comprehensive services to victims of sexual assault in Champaign County. Trauma-informed counseling, 24-hour crisis hotline, and in-person advocacy at hospital Emergency Departments and at meetings with law enforcement or Courthouse. Also offers prevention education to thousands of local children and adults per year and conducts community events to further the aim to create a world free of sexual violence.
Rape Advocacy, Counseling & Education Services	Counseling (NEW)	System of Care	\$35,790	The Counseling Program at RACES provides trauma-informed, culturally competent counseling to survivors of sexual assault or child sexual assault. The counselors use different treatment modalities depending on the goals and the needs of the clients, including trauma-informed psychodynamic counseling, cognitive-behavioral counseling, EMDR, and many other approaches. Individual and group counseling is offered.
Promise Healthcare	Mental Health Services with Promise	Innovation and Access	\$350,117	Promise Healthcare provides on-site mental health services to achieve the integration of medical and behavioral health care as supported by both the National Council for Community Behavioral Healthcare and the National Association of Community Health Centers. Mental health and medical providers collaborate, make referrals, and even walk a patient down the hall to meet with a therapist. Patients receive mental illness treatment through counselor, psychiatrist or primary care provider. Counseling and psychiatry are available to patients at Frances Nelson and the satellite site at the

Rosecrance Central Illinois	Specialty Courts	Justice/ Behavioral Health	\$203,000	People sentenced to Champaign County Drug Court receive substance use disorder assessment, individualized treatment planning, individual counseling sessions, and a wide array of education and therapeutic groups. Case manager provides intensive case management to connect the clients to overcome barriers to treatment, such as access to food, clothing, medical and dental services, mental health treatment, employment, housing, education, transportation, and childcare.
The UP Center of Champaign County	Children, Youth & Families Program	System of Care	\$31,768	Program serves LGBTQ adolescents aged 11-18; LGBTQ families; and children dealing with issues related to the stigmatization of their gender and sexual identifications and identities. Services include provision of social-emotional supports, non-clinical crisis intervention, case management referrals, risk reduction strategies, strengths development, community-building events, and management of adult volunteers within this program. Program provides a weekly adolescent non-clinical support group.
Urbana Neighborhood Connections	Community Study Center	System of Care	\$25,500	Empowerment zone which youth benefit from productive year-round academic, recreational, and social-emotional supplements. Point of contact for information, linkage and referral to community resources. Study Center provides opportunity to engage school aged youth in non-traditional, practical intervention and prevention approaches for addressing difficulties. In individual and group activities facilitated/supervised by program staff and volunteers, participants can process feelings in a secure and supportive
			<b>\$4,247,667</b>	<b>CCMHB Total Investment in Programs other than DD</b>

**Champaign County Mental Health Board's I/DD programs for PY2021 (7/1/20- 6/30/21)**

CILA Expansion (small group homes)	Individual Advocacy Group	Community Residential Options	\$0	IAG helps people with special needs live full, self-directed lives with dignity and independence. IAG provides a full array of quality, customized, outcome-focused services for people with developmental, intellectual, emotional, behavioral, neurological or mental disabilities. We enable individuals to define and pursue their life goals and interests, develop skills to reach those goals, grow increasing personal responsibility, engage their community and lead active, enjoyable, independent lives. The agency offers residential and day services to individuals living in board-owned CILAs as well as family-owned residences in the community. The CCMHB and CCDDDB have purchased two homes for the purpose of serving Champaign County residents in their home community.
Champaign County RPC - Head Start/Early Head Start	Social Emotional Development Services	System of Care/ Young Children	\$99,615	Seeks to identify and address social-emotional concerns in the early childhood period, as well as to promote mental health among all Head Start children. The social-emotional portion of the program focuses on aiding the development of self-regulation, problem solving skills, emotional literacy, empathy, and appropriate social skills. Accomplishments in these areas will affect a child's ability to play, love, learn and work within the home, school and other environments. All fit together to form the foundation of a mentally
Developmental Services Center	Family Development	System of Care/ Young Children	\$596,522	Serves children birth to five years, with or at risk of developmental disabilities and their families. FDC responds to needs with culturally responsive, innovative, evidence-based services. Early detection and prompt, appropriate intervention can improve developmental outcomes for children with delays and disabilities and children living in at-risk environments. Family-centered intervention maximizes the gifts and capacities of families to provide responsive intervention within familiar routines and environments.
			<b>\$696,137</b>	<b>Total CCMHB Investment in Agency I/DD Supports and Services</b>

**Champaign County Developmental Disabilities Board programs for PY2021 (7/1/20-6/30/21)**

Agency	Program	Focus	\$ Amount	Summary
--------	---------	-------	-----------	---------

<b>CILA Expansion (small group homes)</b>	Individual Advocacy Group	Housing	\$50,000	IAG helps people with special needs live full, self-directed lives with dignity and independence. IAG provides a full array of quality, customized, outcome-focused services for people with developmental, intellectual, emotional, behavioral, neurological or mental disabilities. We enable individuals to define and pursue their life goals and interests, develop skills to reach those goals, grow increasing personal responsibility, engage their community and lead active, enjoyable, independent lives. The agency offers residential and day services to individuals living in board-owned CILAs as well as family-owned residences in the community. The CCMHB and CCDDDB have purchased two homes for the purpose of serving Champaign County residents in their home community.
<b>CU Able</b>	CU Able Community Outreach	Self-Advocacy	\$17,200	Networking, education, and social opportunities for families of people with disabilities, regardless of disability type. Monthly meetings for caregivers of people with disabilities, professionals and students from the University of Illinois and Parkland. Online community is an extremely important part of community allowing for quick feedback and provide support at any hour. Annual Moms Retreat provides opportunity for respite for female caregivers to come together for networking, relaxation and educational opportunities. Compiling a list of low-cost recreational activities.
<b>Champaign County Down Syndrome Network</b>	CC Down Syndrome Network	Self-Advocacy	\$15,000	Down Syndrome Network serves families who have members with Down syndrome in Champaign County. The DSN offers support to families by providing current DS related information for members, parents, professionals and the general public. DSN reaches out to new parents, providing many networking & social opportunities as well as education, support & connections to local resources. DSN hosts many community awareness events each year, helping to promote inclusion for individuals with Down syndrome in our
<b>Champaign Urbana Autism Network</b>	Community Outreach Programs (NEW)	Self-Advocacy	\$15,000	Community resource information, education, and support through meetings emails, listserv, Facebook, and other networking outlets. Free, sensory friendly, family activities/pop-up play dates for people on the spectrum (skating, swimming, bowling etc.); Regular Lights Up Sounds Down Sensory Friendly Movies; Autism Aware Program; Community Outreach; Education Program; Beautification Community Program; Annual Walk and Resource Fair; Sensory Friendly Holiday events; Tailgate; and Parades.
<b>Champaign County Regional Planning Commission- Community Services</b>	Decision Support PCP	Linkage	\$311,488	ISC staff assess persons who are eligible for and may or may not be receiving DHS waiver funding and who have not yet been assessed for service preferences. Transition Consultants assist people/families in conflict free transition planning. Extensive outreach, preference assessment, and person centered planning services for Champaign County residents with I/DD who do not yet have Medicaid-waiver funding. Consultation and transition planning for people with I/DD nearing graduation from secondary education. Conflict free person centered planning and case management services, using DHS' Discovery and Personal Plan tools currently utilized by ISC agencies throughout Illinois for
<b>Champaign County RPC - Head Start/Early Head Start</b>	Social Emotional Development Services	Young Children	\$21,466	Program seeks to identify and address social-emotional concerns in the early childhood period, as well as to promote mental health among all Head Start children. The social-emotional portion of the program focuses on aiding the development of self-regulation, problem solving skills, emotional literacy, empathy, and appropriate social skills. Accomplishments in these areas will affect a child's ability to play, love, learn and work within the home, school and other environments. All fit together to form the foundation of a mentally healthy person. (This program is co-funded by the CCMHB.)
<b>Community Choices</b>	Community Living	Housing	\$89,000	COMMUNITY TRANSITIONAL SUPPORT – A four-phase model for supporting adults with intellectual/developmental disabilities to move into the community. PERSONAL DEVELOPMENT TRAINING includes small classes and 1-on-1 instruction. small 8 session classes, building skills and confidence, topics include finances, community safety, technology, sexuality and relationships, communication, and cooking. Resources are generalized into real-world settings on an ongoing basis.

<b>Developmental Services Center w/ Community Choices</b>	Employment First	Work	\$80,000	Emphasis and priorities include: individual and family education events; ongoing staff development to facilitate DSC's shift in culture to more community and employment focused outcomes; continued business/employer outreach to provide education and certification for disability awareness for employers; establishing and maintaining relationships with all newly certified businesses; engaging in communication and advocacy with various state agencies/representatives around Employment First
<b>Developmental Services Center</b>	Connections	Non-Work	\$85,000	Focused on building connection, companionship and contribution in the broader community and pursues creative employment possibilities. People have expressed a desire to expand on interest in art nurturing their creative self, fostering community engagement and pursuing a desire for employment opportunities. Individual and small group activities will occur during the day. Services are driven by each person.
<b>Developmental Services Center</b>	Community First	Non-Work	\$847,659	Serves those receiving community and site-based services, transitioning from a center-based model to community connection and involvement. Efforts to support people in strengthening connections with friends, family and community through volunteering, civic duty, citizenship and self-advocacy opportunities; enhancing quality of life through recreational activities, social events, educational and other areas of interest; access to new acquaintances; and job exploration in interest area and detection of support for
<b>Developmental Services Center</b>	Community Employment	Work	\$361,370	Assists people to obtain and keep jobs. Including a person-centered job discovery; business exploration, online research and speaking/listening to others' regarding job experiences; resume/portfolio development; interview prep and meetings with potential employers; identifying niches in local businesses that emphasize the job seeker's strengths; advocating for accommodations; self-advocacy support; provision of benefits information; discussion/experiential opportunities for soft skills; develop and maintain long-term business relationships.
<b>Developmental Services Center</b>	Clinical Services	Non-Work	\$174,000	Provides clinical supports and services to children and adults with I/DD. Consultants under contract include one Licensed Clinical Psychologist, two Licensed Clinical Social Workers, three Licensed Clinical Professional Counselors, one Licensed Professional Counselor and one Psychiatrist. Consultants meet with people at their private practice, at the person's home or DSC locations. People schedule their appointments or receive support from family and/or DSC staff members for scheduling and transportation.
<b>Developmental Services Center</b>	Community Living (Apartment Services)	Non-Work	\$456,040	Supports people with I/DD who reside in their own home in the community. The program has three primary goals: promote independence by learning/maintaining skills within a safe environment; provide long-term/on-going support in areas that cannot be mastered; provide increased support as needed due to aging, deteriorating health or other chronic conditions that jeopardize their ability to maintain their independence. Emergency Response is available to support for those needing assistance after hours and on the
<b>Community Choices</b>	Self Determination Support	Self-Advocacy	\$146,000	Leadership & Self-Advocacy: a Leadership Class, an Advocacy Board, and opportunities for members to mentor youth with disabilities within the CU 1:1 Mentoring program. Family Support & Education: educating families on the service system, helping them support each other, and advocating for improved services through public quarterly meetings and individual family consultation. Building Community: options for adults with I/DD to become engaged with others. Scaffolded Supports: Opportunities for adults with I/DD to participate in opportunities available in their community, with ongoing intermittent support from CC staff, including half-day small group social opportunities, support to attend a park district class, or community cooking class.
<b>Community Choices, Inc.</b>	Customized Employment	Work	\$182,000	Customized employment focuses on individualizing relationships between employees and employers resulting in mutually beneficial relationships. Discovery identifies strengths, needs and desires of people seeking employment. Job Matching identifies employers and learns about needs and meeting those needs through customized employment. Short-term Support develops accommodations, support, and provides limited job coaching. Long-term Support provides support to maintain and expand employment. Increased Support Model Development proposes to develop a program design to ensure more people with I/DD can work inclusively in our community.

					\$429,058	Program serves children and adults with I/DD with priority consideration given to individuals with severe behavioral, medical or support needs. Program is a flexible and effective type of choice-driven service to people and families. People may choose to purchase services from an agency or an independent contractor/vendor. Program continues to provide creative planning, intervention and home/community support, collaborating with families, teachers and other members of the person's support circle.
Developmental Services Center	Developmental Services Center	Individual & Family Support	Non-Work			
Developmental Services Center	Developmental Services Center	Service Coordination	Linkage		\$435,858	Serves children and adults with I/DD who request support to enhance or maintain their highest level of independence in the community, at work, and in their home. Focusing on the hopes, dreams, and aspirations, serve as the basis of planning and outcomes for that person. With each person as the center of their team, Case Coordinators work closely with all members of each person's team assuring the most person-centered and effective
PACE	Consumer Control in Personal Support NEW	Non-Work			\$24,267	Personal Support Worker (PSW) recruitment and orientation, focused on Independent Living Philosophy, Consumer Control, and the tasks of being a PSW. Personal Assistant/Personal Support Worker Registry can be sorted by; location, time of day, services needed, and other information which allows consumers to get the PSW that best matches their needs. Service is designed to ensure maximum potential in matching person with I/DD and PSW to work long-term towards achieving their respective goals.
Rosecrance Central Illinois	Coordination of Services: DD/MI	Linkage			\$35,150	Emphasis is placed on serving people who are presently in residential settings for persons with I/DD, are living in other settings (families, friends, or self) but are struggling in caring for self in these environments or are at-risk of hospitalization or homelessness due to inadequate supports for their co-occurring conditions. Focus is to ensure that services are coordinated effectively, that consistent messages and language are used by service providers; and that service needs receive appropriate priority in both systems of care.
					<b>\$3,775,556</b>	<b>CCDDB Total Investment in Supports for People with I/DD</b>

**Other supports funded by Champaign County Mental Health & Developmental Disabilities Boards**

Alliance for Inclusion and Respect	Community Events	Anti-Stigma, MI/SUD/ID/DD	CCMHB, some CCDDB	Community events, including: sponsorship, screenings, and discussions of anti-stigma film, related activities (CCMHB only); coordination, promotion, and marketing of artists/entrepreneurs with disabilities, such as International Galleries year-round booth and indoor Market at the Square table; social media campaigns. Costs are offset by member contributions and in-kind.
Cultural and Linguistic Competence Coordination	Trainings and Consultations	all funded programs and board/staff	CCMHB and CCDDB	Support to organizations serving or supporting people, in the areas of: Cultural and Linguistic Competence and the Enhanced National CLAS (Culturally and Linguistically Appropriate Services Standards); Working with Culturally Diverse Populations; Positive Youth Development; Asset Building for Youth; Ethical Communication; Building Evaluation Tools; System of Care Development; Addressing Mental Health Disparities; Systemic
disAbility Resource Expo	Annual Expo Event	Anti-Stigma, MI/SUD/I/DD	CCMHB and CCDDB \$53,000	Virtual Expo events and enhancements of online resources are offered due to COVID-19 restrictions, and some of these may continue. Traditionally in person, a well-known, family-friendly event with information and resources from over 100 organizations, to promote a better quality of life for people with disabilities. Resource book available year round, hard copy and reflected in a comprehensive searchable online directory. Costs are offset by significant contributions from sponsors and exhibitors as well as in-kind
211/PAT H (with United Way)	211 Information and Referral	CCMHB and CCDDB	\$21,330	Staffed 24/7 to refer callers to the most appropriate source of assistance. Employs a database comprised of services which include health and human services, governmental agencies, non-for-profit organizations, and much more. Accessible online resource



<b>UIUC</b> <b>Psychology</b> <small>Community</small> Program Evaluation Capacity Supports CCMHB/CCDDDB funded	<b>Student Projects</b> <small>Community</small> Learning Lab, Community Data Clinic Community and CCMHB/CCDDDB	<b>Monthly Workshops</b> Trainings, Presentations, Discussions Open to funded programs and community	<b>Mental Health First Aid Trainings</b> Adult, Youth, Teen, and Public Safety modules Open to community CCMHB and CCDDDB	<p>Mental Health First Aid is a course designed to identify and understand signs and symptoms to provide the initial support for a person who is experiencing mental health challenges and/or challenges with substance use disorders. Mental Health First Aid for Adults and Adults Assisting Youth has a virtual option, as well as blended learning for both an in-person and self-paced course Teen Mental Health First Aid: this in-person training teaches high school students about common mental health challenges and what they can do to support their own mental health and help a friend who is struggling. It is equipping young people with the knowledge and skills they need to foster their own wellness and to support each other. The in-person course normally costs about \$45.00 per person and the virtual option about \$30.00. The CCMHB offers a minimum of 6</p> <p>Typically 2-3 hours and held on the last Thursday of each month. Sessions are free of charge, offer CEUs for various (QIDPs, LCSWs, and others as appropriate), and are on topics of interest to case managers, family members, social workers, and other stakeholders. Many topics are as requested. A goal is to develop topics for direct support professionals and find best time/location to offer sessions to this important group.</p> <p>CCMHB/CCDDDB staff work with student groups on projects of interest to the boards and community, to strengthen the systems of care for people with MI, SUD, or I/DD. Student groups have helped improve online resource information, reported on literature review of barriers to adequate social services workforce, explored best practices for outreach to rural residents, improved presentation of aggregate data from funded programs, designed marketing plans for entrepreneurs with disabilities, and more.</p> <p>A research project to improve the system of collection, reporting, and analysis of program performance measures across the diverse set of agency programs. Works closely with 4-6 programs each year, plus follow up to all previous pilot programs. All funded programs are encouraged to use the consultation bank and logic model trainings and presentations. Also assists with enhancements of funding application materials and reporting requirements</p>



## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

**Darlene A. Kloeppel, County Executive**

### MEMORANDUM

**TO: Charles Young, Deputy Chair of Policy, Personnel & Appointments;  
Jim Goss, Deputy Chair of Finance;  
and MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Isak Griffiths, Deputy Director of Administration;  
Job Content Evaluation Committee**

**DATE: September 2, 2020**

**RE: REVIEW and RECOMMENDATION for Circuit Court EXECUTIVE  
ASSISTANT**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on August 11, 2020, the Job Content Evaluation Committee has met to review the request of the Court Administrator to reevaluate the position of Executive Secretary/Assistant.

#### ***REPORT:***

The Job Content Evaluation Committee reviewed the history, job descriptions, and position analysis evaluations of the following:

- the exempt, non-bargaining, Executive Assistant position graded in 2009,
- the downgrading of Executive Assistant to non-exempt Executive Secretary in 2017, and,
- the request to re-evaluate the position in 2020.

Court Administrator Lori Hansen met with the Job Content Evaluation Committee to discuss the above history of the position, and to explain the parameters of the revised position description and the needs of the department. The committee looked closely at the proposed level of supervisory responsibilities, access to confidential information, need for greater administrative expertise, and additional budgetary responsibilities; how the proposed position compares to other administrative positions in the County; and, to the position's previous incarnations. If approved, Ms. Hansen asks the effective date be February 25, 2021, instead of the default January 1.

Pursuant to this review and evaluation, the Committee recommends the reclassification of the Circuit Court's Executive Secretary position assigned to Salary Grade Range F to Executive Assistant assigned to Salary Grade Range I, and the adoption of the job description as documented in the attachment to this Memo. This is documented as a non-bargaining, FLSA Exempt position within the Champaign County Staffing Plan.

**REQUESTED ACTION for POLICY, PERSONNEL & APPOINTMENTS:**

***The Policy, Personnel & Appointments Committee recommends to the Finance Committee approval of the title change and re-classification of the Circuit Court's Executive Secretary position assigned to Salary Grade Range F to Executive Assistant assigned to Salary Grade Range I.***

**REQUESTED ACTION for FINANCE:**

***The Finance Committee recommends to the County Board approval of the title change and re-classification of the Circuit Court's Executive Secretary position assigned to Salary Grade Range F to Executive Assistant assigned to Salary Grade Range I, effective February 25, 2021.***

Thank you for your consideration of this recommendation

cc: Court Administrator, County Executive

*attachments*

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB CONTENT EVALUATION COMMITTEE REPORT

Date of Job Evaluation Committee Recommendation: September 2, 2020

Date the Request would go before the County Board: September 24, 2020

RE-EVALUATION OF EXISTING POSITION

	<u>Current Position</u>	<u>Former Position</u>
Department Requesting:	Circuit Court	Circuit Court
Position Title:	Executive Secretary	Executive Assistant
FLSA Status:	Non-exempt	Exempt
Current Job Points:	366	592
FLSA Status:	F	G
FY2020 Salary Range:		
Minimum:	16.44	18.12
Mid-Point:	20.55	22.65
Maximum:	24.66	27.18

Job Evaluation Committee Recommendation:

	<u>Recommendation</u>
Department Requesting:	Circuit Court
Position Title:	Executive Assistant
FLSA Status:	Exempt
Current Job Points:	664
FLSA Status:	I
FY2020 Salary Range:	
Minimum:	23.28
Mid-Point:	29.10
Maximum:	34.92

## **Champaign County Job Description**

**Job Title:** Executive Assistant  
**Department:** Circuit Court  
**Reports to:** Court Administrator  
**FLSA Status:** Exempt  
**Prepared Date:** August 2020

**SUMMARY** Assists the Court Administrator in providing comprehensive support to the Presiding Judge of Champaign County by carrying out responsible and complex administrative and fiscal functions in the department; supervises clerical staff.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

Assists and acts in a confidential capacity to the Court Administrator and Presiding Judge involving department operations including matters regarding the formulation, determination, and effectuation of the management policies of the department. This position is excluded from the bargaining unit.

Provides office support to the Court Administrator and Presiding Judge assists with document drafting and distribution; maintains files and coordinates calendars, schedules, and meetings; prepares reports and correspondence; processes mail; maintains website content; facilitates requests for information and support.

Performs purchasing tasks for the department by contacting vendors, preparing and typing requisitions, approving invoices for payment, and maintaining records of purchases and inventory of equipment. Orders all supplies and forms used by judges and staff. Recommends equipment improvements and upgrades while responsible for maintaining technology inventory of the office.

Maintains and produces the judges' bond court schedules and bi-weekly reminders of judges meetings, prepares orders for special jury requests, prepares all jury orders, maintains judges' vacation schedules, prepares payment contracts for contract attorneys, distribution orders for payments from Marriage and Civil Union fund, and jury commissioner appointment orders and bonds. Processes payments to jurors for service.

Assists in departmental budget preparation by gathering data required for budget projections, performing routine mathematical calculations, and completing budget documents. Maintains records of subsequent budgetary expenditures.

Provides administrative support for the Champaign County Law Library and Legal Self-Help Center. Supports the work of project coordinators in consultation with judiciary. With the assistance of the Problem-Solving Court Coordinator, manages the Drug Court Fund. Submits requisitions for payment, maintains all records pertaining to the Law Library, Drug Court, and

Foreclosure Mediation funds, and produces quarterly reports of the fund activity.

Assists in the procurement of grants and monitors grant awards.

Prepares quarterly reports to the Administrative Office of the Illinois Courts, any reports required for awarded grants, and audits receipt and expenditure of grant or contract funds.

Prepares vouchers requesting reimbursement from the state for language interpreter expenses and sexually violent persons cases.

Coordinates the court's language access activities: schedules and compensates interpreters for court hearings, mediations, help center appointments, and jury service; maintains equipment used for remote video interpreting; acquires translated court documents as needed; works with the Court Administrator and Language Access division of AOIC to ensure effective communication with individuals with disabilities or with limited English proficiency. Prepares vouchers requesting reimbursement from the state for interpreting services. Collects and reports data on interpreting services and sends to the Chief Judge quarterly.

Assists the Court Administrator in providing accommodations under the Americans with Disabilities Act for court users.

Attends meetings, training sessions, and conferences as appropriate.

Stands in and acts as back-up for the Court Administrator as needed.

Performs court bookkeeping and compiles accurate financial records including receipt of funds, disbursements, and operational costs. Ensures that accurate and prompt billings are established, costs are charged to proper funds, and payments are received.

Responsible for the preparation of the department's bi-weekly payroll and benefit changes. Computes attendance for department employees and calculates wages; submits records for payment.

Performs personnel tasks for the department. Assists and may be responsible for the hiring procedure, disciplinary action, and the direct supervision of the court clerk and other support staff and the coordination of work direction and assignments pertaining to the county employees of the court. Maintains personnel files. Reviews and posts seniority lists pursuant to AFSCME agreement.

Oversees the coordination of Circuit Court weddings, assigning scheduling and processing duties among support staff as needed. Maintains the Marriage and Civil Union fund pursuant to Supreme Court rules. Works with the Court Administrator to reconcile the fund each month and sends quarterly budget documents to the Chief Judge. Coordinates and complies with AOIC audits.

**SUPERVISORY RESPONSIBILITIES** Provides direction and periodically supervises 12 to 15 clerical employees. Assists in carrying out supervisory responsibilities in accordance with the collective bargaining agreement, the county's policies, and applicable laws. Responsibilities may include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**QUALIFICATIONS** To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and/or EXPERIENCE** Minimum of an associate degree with emphasis in business or public administration and five years of experience in public sector or equivalent combination of education and experience. Management skills are necessary. Experience with budgeting and using Microsoft Excel or similar applications required. Good knowledge of the operations of the court system or county government is preferred.

**LANGUAGE SKILLS** Ability to read and interpret documents such as governmental regulations, legal documents, operating instructions and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively with the public and employees of the organization. Requires good knowledge of the English language and spelling.

**MATHEMATICAL SKILLS** Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret bar graphs.

**REASONING ABILITY** Solve practical problems and deal with a variety of variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

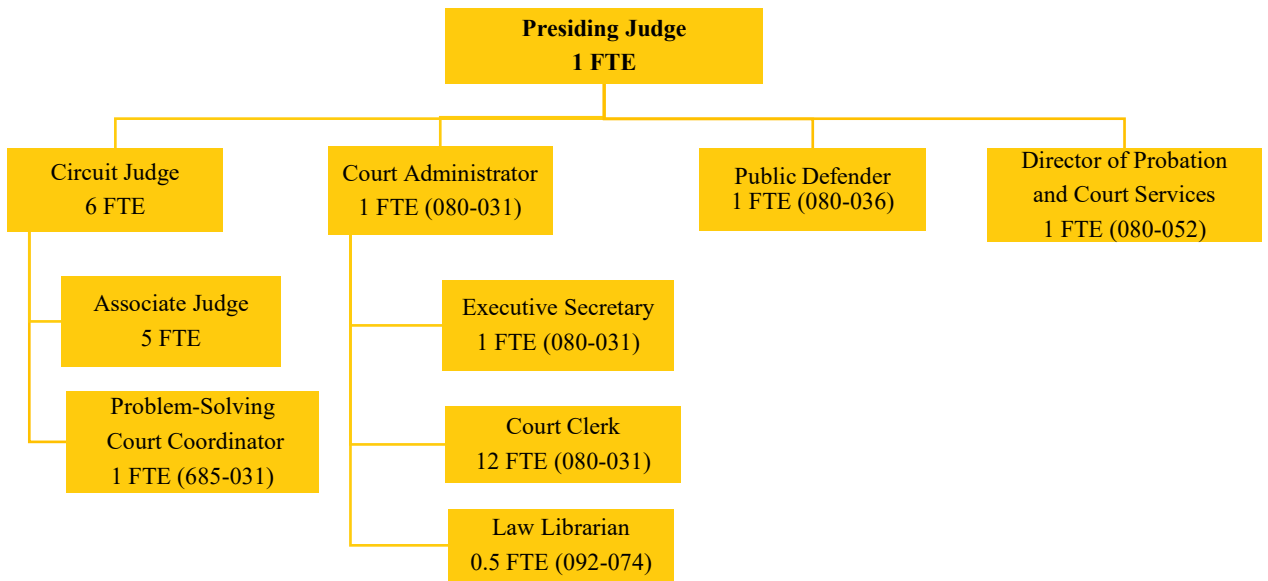
**CERTIFICATES, LICENSES, REGISTRATIONS** As required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit, use hands to handle or feel, and talk and hear. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and distance vision.

**ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Normal office conditions. The noise level in the work environment is usually quiet.

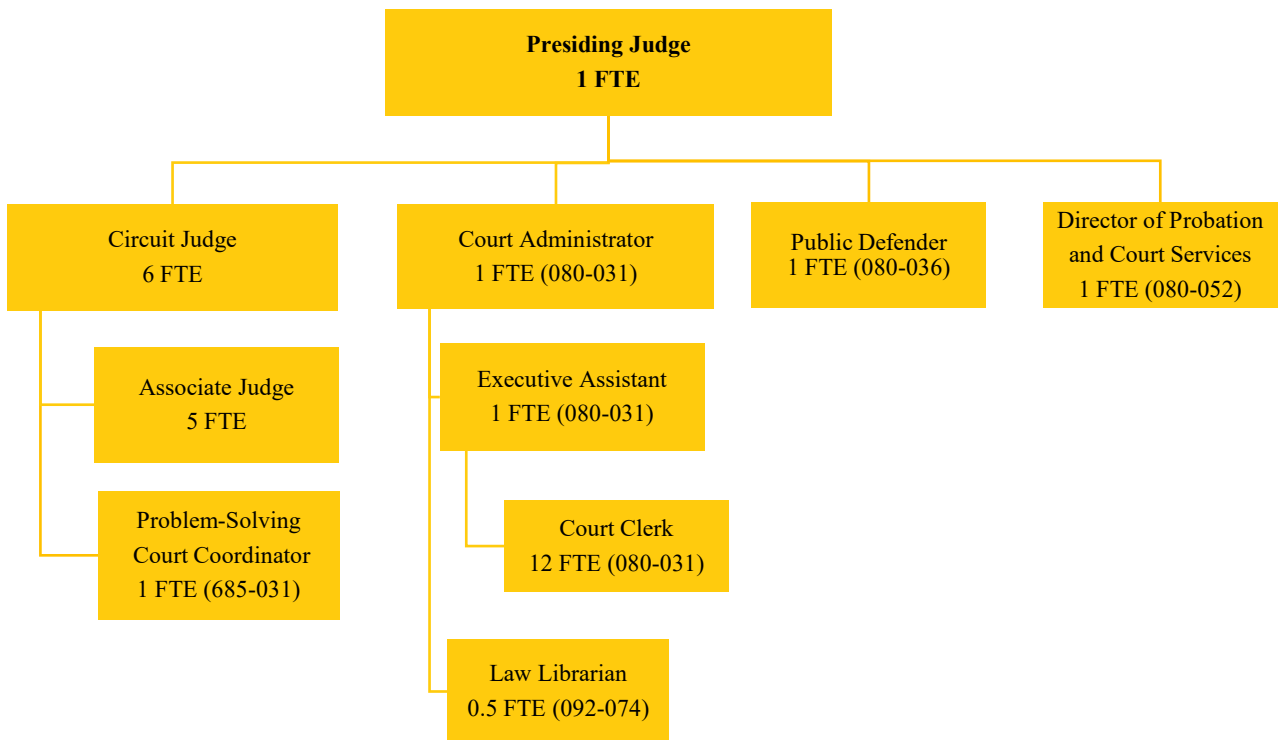
# CIRCUIT COURT

## Fund 080-031 -- Current Org Chart



# CIRCUIT COURT

## Fund 080-031 -- Proposed Org Chart







## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

**Darlene A. Kloeppel, County Executive**

### MEMORANDUM

**TO: Charles Young, Deputy Chair of Policy, Personnel & Appointments;  
Jim Goss, Deputy Chair of Finance;  
and MEMBERS of the CHAMPAIGN COUNTY BOARD**

**FROM: Isak Griffiths, Deputy Director of Administration;  
Job Content Evaluation Committee**

**DATE: September 4, 2020**

**RE: REVIEW and RECOMMENDATION for the Information Technologies  
CHIEF INFORMATION OFFICER (CIO)**

Pursuant to direction from the Policy, Personnel & Appointments Committee of the Whole on August 11, 2020, the Job Content Evaluation Committee has met to review the request of the IT Director and the County Executive to evaluate proposed changes to the IT Director position.

#### **REPORT:**

The Job Content Evaluation Committee reviewed the submitted position analysis questionnaire that had been completed by Andy Rhodes and approved by Darlene Kloeppel. Andy Rhodes met with the Committee and explained the parameters of the position in terms of how the duties and responsibilities have increased since the position was last reviewed in 2009, along with the dramatic increase in the number and complexity of supported systems. The Committee reviewed and assessed the proposed job description, and compared it with the current scope and responsibilities of the position.

Pursuant to this review and evaluation, the Committee recommends:

- the position title of IT Director be updated to Chief Information Officer, documented as a non-bargaining, FLSA Exempt position within the Champaign County Staffing Plan,
- the position be upgraded from Salary Grade Range L with a market adjustment to M\* to Salary Grade Range M without a market adjustment,
- the adoption of the job description as documented in the attachment to this Memo, and,
- the upgrade not apply to the current IT Director, who will retire in December 2020.

There is no financial impact created by the Job Content Evaluation Committee's recommendation; therefore, no additional action is requested by the Board.

cc: IT Director, County Executive

*attachments*

CHAMPAIGN COUNTY SALARY ADMINISTRATION PROGRAM  
JOB CONTENT EVALUATION COMMITTEE REPORT

Date of Job Evaluation Committee Recommendation: September 3, 2020

Date the Request would go before the County Board: September 24, 2020

RE-EVALUATION OF EXISTING POSITION

	<u>Current Position</u>
Department Requesting:	Information Technologies
Position Title:	IT Director
FLSA Status:	Exempt
Current Job Points:	922
FLSA Status:	M*
FY2020 Salary Range:	
Minimum:	38.03
Mid-Point:	47.54
Maximum:	57.05

Job Evaluation Committee Recommendation:

	<u>Recommendation</u>
Department Requesting:	Information Technologies
Position Title:	Chief Information Officer
FLSA Status:	Exempt
Current Job Points:	944
FLSA Status:	M
FY2020 Salary Range:	
Minimum:	38.03
Mid-Point:	47.54
Maximum:	57.05

## Champaign County Job Description

**Job Title:** Chief Information Officer  
**Department:** Information Technologies  
**Reports to:** County Executive  
**FLSA Status:** Exempt  
**Grade Range:** M  
**Prepared Date:** August 2020

**SUMMARY** Responsible for overall planning, organizing, and execution of all IT functions for Champaign County. This includes directing all IT operations to meet customer requirements as well as the support and maintenance of existing infrastructure, applications, and development of new technical solutions.

**ESSENTIAL DUTIES and RESPONSIBILITIES** include the following. Other duties may be assigned.

Develops and coordinates a long-term strategic plan for county-wide information technology management.

Participates in county-wide efforts to provide information and solicit feedback on county information technology services and programs to ensure access and increase awareness of IT services for all departments and employees.

Directs and supervises County IT staff to ensure appropriate assignment of job duties to enhance maximum delivery of services by IT.

Ensures the consistency and maintainability of existing applications by maintaining and enforcing standards/procedures for implementing technical solutions as directed by the County Executive.

Performs liaison duties between users, operations, and programming personnel in the areas of system design, modifications, trouble-shooting or requests for IT services.

Directs IT staff in production/implementation tasks according to a documented schedule that meets or exceeds customer expectations.

Recommends appropriate IT policy/budgeting changes/enhancements to elected officials and appointed officials for ultimate approval by the County Board.

Ensures county websites, portals, and social media pages and published information are current and relevant.

Bring emerging technologies and support to the county.

Write and evaluate RFPs, RFQs, bids for technical equipment and services.

Develops and administers budget for County's IT expenditures, including development of performance-based planning/documentation.

Serve as the ADA Compliance Officer for County websites.

Knowledge of records management and retention mandates, policies, and laws; assists with coordination of records management compliance across the County.

Other duties as assigned.

**SUPERVISORY RESPONSIBILITIES** Manages IT Division staff. Responsible for overall direction, coordination, and evaluation of this unit. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

**QUALIFICATIONS** to perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

**EDUCATION and EXPERIENCE** Minimum of a four-year degree from an accredited college or university in computer sciences, business administration, public administration, mathematics or related field; master's degree preferred. At least five years' experience in technical operations management and/or an equivalent combination of training and experience. Project Management experience strongly preferred.

**LANGUAGE SKILLS** Ability to read, analyze, and interpret periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, public officials, and the general public.

**TECHNICAL SKILLS** Broad knowledge of information technology processing systems, concepts, and methodologies. Demonstrated aptitude for learning new technologies.

**REASONING ABILITY** Ability to define, analyze, and interpret problems, data, and technical instructions, and establish facts, and draw valid conclusions. Deal with abstract and concrete variables.

**CERTIFICATES, LICENSES, REGISTRATIONS** not required.

**PHYSICAL DEMANDS** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to sit; and talk; or hear. The employee is occasionally required to stand; walk; use hands to finger; handle, or feel; and reach with hands and arms. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

**WORK ENVIRONMENT** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Normal office conditions. The noise level in the work environment is usually moderate.



**AARON AMMONS**  
**CHAMPAIGN COUNTY CLERK**

Champaign County, Illinois

---

1776 East Washington Street

Urbana, IL 61802

Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)

Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: 217-384-3720

Elections: 217-384-3724

Fax: 217-384-1241

TTY: 217-384-8601

## MEMO

**TO:** County Executive Kloeppe, Board Chair Rosales, Jobs Committee, and County Board Members

**FROM:** Aaron Ammons, Champaign County Clerk

**DATE:** August 18, 2020

**SUBJECT:** Director of Operations position

The Champaign County Clerk's office has changed a great deal since I took over as Clerk. Initially, the administrative team was made up of Clerk, Chief Deputy, and Director of Training. We have made significant changes to how the office functions from the implementation of new software programs for elections to new processes for documentation across all divisions. It is clear as we continue to move forward with improvements that we need the Director of Training position to be made into a Director of Operations position.

The County Clerk's office would be best served by eliminating the Director of Training position and replacing it with a Director of Operations position. The amount of work that the current Director of Training has to do far exceeds the job description associated with the position. The title suggests that the person in that DOT position would do the bulk of the staff training and due to the day to day operations and structure of the office, this is not the case. The Senior staff members receive a higher rate of pay because they have experience in their respective divisions and because they are responsible for helping train new staff in their divisions.



**AARON AMMONS**  
**CHAMPAIGN COUNTY CLERK**

Champaign County, Illinois

---

1776 East Washington Street

Urbana, IL 61802

Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)

Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: 217-384-3720

Elections: 217-384-3724

Fax: 217-384-1241

TTY: 217-384-8601

The new position of Director of Operations would require an increase of pay. However, the new job duties for the Director of Operations includes training around IT and Election Cyber/Security, therefore the salary increase could be absorbed through the HAVA grant which allows for salary expenditures.

With the changes in election law, the need to streamline vitals transactions, and the implementation of Devnet, the Director of Operations position is best suited to handle the needs of the Clerk's office now and in the future.

Sincerely,

Aaron Ammons  
Champaign County Clerk



# OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloeppel, County Executive

## MONTHLY HR REPORT JULY 2020

### VACANT POSITIONS LISTING

VACANT POSITIONS AS OF COB 07/31/2020

\*\*\* Highlighted vacancies were new this month

FUND	DEPT	EMPLOYEE NAME	JOB TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2020 HRS	FY 2020 SALARY
80	26	vacant 5/22/20 (Axelrod)	Account Clerk	15.40	1950	30,030.00	1965	30,261.00
80	28	vacant 12/31/19 (Simmering)	Desktop Support Technician	18.21	1950	35,509.50	1965	35,782.65
80	30	vacant 8/12/19 (Jones)	Account Clerk	15.40	1950	30,030.00	1965	30,261.00
80	30	vacant 1/20/20 (Kelly)	Chief Deputy Circuit Clerk	43.57	1950	84,961.50	1965	85,615.05
80	30	vacant 10/21/19 (Ward)	Legal Clerk	14.53	1950	28,333.50	1965	28,551.45
80	31	vacant 6/2/2020 (Carleton)	Executive Secretary	20.36	1950	39,702.00	1965	40,007.40
80	40	vacant 7/31/20 (Corray)	DEPUTY SHERIFF--CIVIL PROCES	34.38	2080	71,510.40	2096	72,060.48
80	40	vacant 5/8/20 (Wakefield)	DEPUTY SHERIFF--PATROL	26.31	2080	54,724.80	2096	55,145.76
80	40	vacant 6/25/20 (Michael)	DEPUTY SHERIFF--PATROL	33.39	2080	69,451.20	2096	69,985.44
80	40	vacant 5/8/20 (Briggs)	Deputy Sheriff--Patrol	26.31	2080	54,724.80	2096	55,145.76
80	41	vacant 6/1//20 (Pickett)	Admin Legal Secretary	17.08	1950	33,306.00	1965	33,562.20
80	51	vacant 7/12/20 (Williams)	COURT SERVICES OFFICER	21.18	1950	41,301.00	1965	41,618.70
80	51	vacant 7/28/20 (Phillips)	COURT SERVICES OFFICER	20.77	1950	40,501.50	1965	40,813.05
80	51	vacant 5/18/20 (Devoe)	Court Services Officer	20.37	1950	39,721.50	1965	40,027.05
80	71	vacant 7/31/20 (Matthew)	CUSTODIAN/MAIL SERVICES	15.03	1950	29,308.50	1965	29,533.95
80	71	vacant 7/31/20 (Wilkinson)	CUSTODIAN/MAIL SERVICES	15.00	1950	29,250.00	1965	29,475.00
80	77	vacant 7/3/20 (Berry)	ZONING TECHNICIAN	21.60	1950	42,120.00	1965	42,444.00
80	140	vacant 10/31/16 (Syme)	Clerk	14.53	1950	28,333.50	1965	28,551.45
80	140	vacant 7/23/20 (Foster)	CORRECTIONAL OFFICER	31.40	2080	65,312.00	2096	65,814.40
80	140	vacant 6/24/20 (Abbott)	Correctional Officer	21.57	2080	44,865.60	2096	45,210.72
80	140	vacant 5/1/20 (Melchor)	Court Security Officer	19.60	2080	40,768.00	2096	41,081.60
80	140	VACANT 4/2/20 (King)	Master Control Officer (FT)	17.03	2080	35,422.40	2096	35,694.88
83	60	vacant 7/1/20 (Flessner)	HIGHWAY MAINTENANCE	27.28	2080	56,742.40	2096	57,178.88
614	23	vacant 4/25/19 (Judth)	Clerk	14.53	1040	15,111.20	1048	15,227.44
-- TOTAL --						1,041,041.30		1,049,049.31

### UNEMPLOYMENT REPORT

Notice of Claims Received – 3

Highway – 1, no protest filed

RPC/WIA – 1, protest filed

RPC – 1, no protest filed



**PAYROLL REPORT**

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Eligible: 692

General County Union (includes AFSCME & FOP):

198 Single; 38 EE+spouse; 65 EE+child(ren); 16 Family; 64 waived

Non-bargaining employees:

127 Single; 36 EE+spouse; 45 EE+child(ren); 9 Family; 67 waived

Life Insurance Premium paid by County: \$1,719.51

Health Insurance Premium paid by County: \$402,850.75

**TURNOVER REPORT**

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General County

July 2020: % average over the last 12 months

July 2020: out of Employees left Champaign County: resignations, retirements, dismissals

**WORKERS' COMPENSATION REPORT**

<u>Entire County Report</u>	<u>July 2020</u>	<u>July 2019</u>
New Claims	1	4
Closed	4	10
Open Claims	28	35
Year To Date Total (On-going # of claims filed)	20	58

**EEO REPORT**

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

Jul 2020 Monthly EEO Report General County Only	ads closing this month:			ads with no end date:			
	Executive Secretary - Circuit Court	Account Clerk - Treasurer		Deputy Coroner/Autopsy Coroner			
<b>Total Applicants</b>	<b>33</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>67</b>
<b>Male</b>	5	5		3			13
<b>Female</b>	27	18		7			52
<b>NonBinary</b>		1					1
<b>Undisclosed</b>	1						1
<b>Hispanic or Latino</b>	4	1	0	0	0	0	5
<b>White</b>	23	15	0	7	0	0	45
<b>Black or African-American</b>	4	6	0	0	0	0	10
<b>Native Hawaiian or Other Pacific Islander</b>	0	0	0	1	0	0	1
<b>Asian</b>	1	2	0	1	0	0	4
<b>American Indian or Alaska Native</b>	0	0	0	0	0	0	0
<b>Two or more races</b>	1	0	0	1	0	0	2
<b>Undisclosed</b>	0	0	0	0	0	0	0
<b>Veteran Status</b>	0	0		0			0

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	8	Meetings Staffed	1	Minutes Posted	2
Appointments Posted	1	Notification of Appointment	1	Contracts Posted	3
Calendars Posted	6	Resolutions Prepared	15	Ordinances Prepared	1



# OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Darlene A. Kloeppel, County Executive

## MONTHLY HR REPORT AUGUST 2020

### VACANT POSITIONS LISTING

VACANT POSITIONS AS OF COB 08/31/2020

\*\*\* Highlighted vacancies were new this month

FUND	DEPT	EMPLOYEE NAME	JOB TITLE	HOURLY RATE	REG HRS	REGULAR SALARY	FY 2020 HRS	FY 2020 SALARY
80	26	vacant 8/31/20 (Aguero)	CHIEF DEPUTY TREASURER	32.00	1950	62,400.00	1965	62,880.00
80	28	vacant 12/31/19 (Simmering)	Desktop Support Technician	18.21	1950	35,509.50	1965	35,782.65
80	30	vacant 8/12/19 (Jones)	Account Clerk	15.40	1950	30,030.00	1965	30,261.00
80	30	vacant 1/20/20 (Kelly)	Chief Deputy Circuit Clerk	43.57	1950	84,961.50	1965	85,615.05
80	30	vacant 10/21/19 (Ward)	Legal Clerk	14.53	1950	28,333.50	1965	28,551.45
80	40	vacant 7/31/20 (Corray)	Deputy Sheriff--Civil Process	34.38	2080	71,510.40	2096	72,060.48
80	40	vacant 5/8/20 (Wakefield)	Deputy Sheriff--Patrol	26.31	2080	54,724.80	2096	55,145.76
80	40	vacant 6/25/20 (Michael)	Deputy Sheriff--Patrol	33.39	2080	69,451.20	2096	69,985.44
80	40	vacant 5/8/20 (Briggs)	Deputy Sheriff--Patrol	26.31	2080	54,724.80	2096	55,145.76
80	41	vacant 6/1/20 (Pickett)	Admin Legal Secretary	17.08	1950	33,306.00	1965	33,562.20
80	41	... vacant 8/14/20 (Buchanan)	ADMIN LEGAL SECRETARY	19.44	1950	37,908.00	1965	38,199.60
80	51	vacant 7/12/20 (Williams)	Court Services Officer	21.18	1950	41,301.00	1965	41,618.70
80	51	vacant 7/28/20 (Phillips)	Court Services Officer	20.77	1950	40,501.50	1965	40,813.05
80	51	vacant 5/18/20 (Devoe)	Court Services Officer	20.37	1950	39,721.50	1965	40,027.05
80	51	... vacant 8/13/20 (Keller)	COURT SERVICES OFFICER	20.77	1950	40,501.50	1965	40,813.05
80	52	... vacant 8/31/20 (Griffeth)	SENIOR CRT SRV OFCE-IPS J	22.00	1950	42,900.00	1965	43,230.00
80	77	vacant 7/3/20 (Berry)	ZONING TECHNICIAN	21.60	1950	42,120.00	1965	42,444.00
80	140	vacant 10/31/16 (Syme)	Clerk	14.53	1950	28,333.50	1965	28,551.45
80	140	vacant 7/23/20 (Foster)	Correctional Officer	31.40	2080	65,312.00	2096	65,814.40
80	140	vacant 6/24/20 (Abbott)	Correctional Officer	21.57	2080	44,865.60	2096	45,210.72
80	140	... vacant 8/3/20 (McCallister)	CORRECTIONAL OFFICER	31.02	2080	64,521.60	2096	65,017.92
80	140	vacant 5/1/20 (Melchor)	Court Security Officer	19.60	2080	40,768.00	2096	41,081.60
80	140	VACANT 4/2/20 (King)	Master Control Officer (FT)	17.03	2080	35,422.40	2096	35,694.88
80	140	... vacant 2/3/20 (Young)	Master Control Officer (PT)	16.57	1040	17,232.80	1048	17,365.36
83	60	vacant 7/1/20 (Flessner)	Highway Maintenance	27.28	2080	56,742.40	2096	57,178.88
614	23	vacant 4/25/19 (Judth)	Clerk	14.53	1040	15,111.20	1048	15,227.44
-- TOTAL --						1,178,214.70	1,187,277.89	

### UNEMPLOYMENT REPORT

Notice of Claims Received – 4

RPC/Summer Youth – 2

Animal Control – 1

Head Start - 1

### PAYROLL REPORT

**HEALTH INSURANCE/BENEFITS REPORT**

Total Number of Employees Eligible: 687

General County Union (includes AFSCME & FOP):

196 Single; 38 EE+spouse; 64 EE+child(ren); 15 Family; 64 waived

Non-bargaining employees:

127 Single; 36 EE+spouse; 47 EE+child(ren); 9 Family; 64 waived

Life Insurance Premium paid by County: \$1,709.11

Health Insurance Premium paid by County: \$402,259.35

**TURNOVER REPORT**

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General County

July 2020: % average over the last 12 months

July 2020: out of Employees left Champaign County: resignations, retirements, dismissals

**WORKERS' COMPENSATION REPORT**

<u>Entire County Report</u>	<u>August 2020</u>	<u>August 2019</u>
New Claims	1	10
Closed	7	7
Open Claims	26	38
Year To Date Total (On-going # of claims filed)	25	62

**Open Claims**

2009 - 1

2012 - 1

2016 - 1

2017 - 3

2018 - 4

2019 - 7

2020 - 9

**EEO REPORT**

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

Aug 2020 Monthly EEO Report General County Only	ads closing this month:							ads with no end date:		
	Court Services Officer for IDC - Probation & Courts	FT Custodian (Sat. Jail) - Physical Plant	Tem Custodian - Physical Plant	FT Custodian (JDC) - Physical Plant	Administrative Legal Secretary - State's Attorney	Chief Informaiton Officer County Executive	Account Clerk - Treasurer	Deputy Coroner/Autopsy Coroner		
<b>Total Applicants</b>	16	18	2	11	23	25	34	12	0	141
<b>Male</b>	8	11	1	7	0	22	7	4		60
<b>Female</b>	8	7	1	4	23	3	26	8		80
<b>NonBinary</b>							1			1
<b>Undisclosed</b>										0
<b>Hispanic or Latino</b>	1	0	0	0	2	0	1	1	0	5
<b>White</b>	10	13	0	9	16	18	23	9	0	98
<b>Black or African-American</b>	4	4	2	2	3	2	6	2	0	25
<b>Native Hawaiian or Other Pacific Islander</b>	0	0	0	0	0	0	0	0	0	0
<b>Asian</b>	1	0	0	0	1	3	3	0	0	8
<b>American Indian or Alaska Native</b>	0	1	0	0	0	1	0	0	0	2
<b>Two or more races</b>	0	0	0	0	1	1	1	0	0	3
<b>Undisclosed</b>	0	0	0	0	0	0	0	0	0	0
<b>Veteran Status</b>	2	1	0	1	1	2	0	1		8

**ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT**

Agendas Posted	12	Meetings Staffed	5	Minutes Posted	3
Appointments Posted	30	Notification of Appointment	30	Contracts Posted	1
Calendars Posted	7	Resolutions Prepared	51	Ordinances Prepared	0

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

RECEIVED  
9/3/20

PLEASE TYPE OR PRINT IN BLACK INK

NAME: DANIEL M. NOEL

ADDRESS: P.O. Box 625 CHAMPAIGN IL 61824  
Street City State Zip Code

EMAIL: noelfarms@56cglobal.net PHONE: 217-352-2246

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: DIST #2 TOWN OF SCOTT

BEGINNING DATE OF TERM: 9-1-2020 ENDING DATE: 8-30-2023

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION. Please note that an Oath & Bond are required per statute, before each commissioner enters upon his or her duties. Please contact the attorney for the drainage district for further information regarding the Oath & Bond.

1. Do you own land within the drainage district?  Yes  No
2. What experience and background do you have which you believe qualifies you for this appointment?

Commissioner for 2015

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

20405 EXP.

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

Daniel M. Noel  
Signature

Date: 7-21-20

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

RECEIVED  
8/31/20

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Stanley Wolken

ADDRESS: 2222 CR. 3200 N. Gifford IL. 61847  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217-568-7318

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: Prairie Creek Drainage

BEGINNING DATE OF TERM: 8-31-2020 ENDING DATE: 8-31-2023

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION. Please note that an Oath & Bond are required per statute, before each commissioner enters upon his or her duties. Please contact the attorney for the drainage district for further information regarding the Oath & Bond.

1. Do you own land within the drainage district?  Yes  No

2. What experience and background do you have which you believe qualifies you for this appointment?

I have served AS A commissioner for several Terms  
I feel I AM gaining experience every day

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Every year plan A budget to cover the fees and  
the maintenance of the ditch & submain.

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

West Branch Drainage District

Stanley Wolken  
Signature

Date: 8-31-2020

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Drainage District Commissioner

RECEIVED  
8/31/20

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Stanley Wolken

ADDRESS: 2222 CR. 3200N. Gifford IL. 61847  
Street City State Zip Code

EMAIL: \_\_\_\_\_ PHONE: 217-568-7318

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: West Branch Drainage District

BEGINNING DATE OF TERM: 8-31-2020 ENDING DATE: 8-31-2023

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION. Please note that an Oath & Bond are required per statute, before each commissioner enters upon his or her duties. Please contact the attorney for the drainage district for further information regarding the Oath & Bond.

1. Do you own land within the drainage district?  Yes  No
2. What experience and background do you have which you believe qualifies you for this appointment?

I have served as a commissioner for several terms  
I feel I am gaining experience every day

3. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Every year plan a budget to cover the fees  
and the maintenance of the submain.

4. Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

Prairie Creek District

Stanley Wolken  
Signature

Date: 8-31-2020



CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM  
Fire, Cemetery, Water, & Farmland Assessment

RECEIVED  
8/17/20

PLEASE TYPE OR PRINT IN BLACK INK

NAME: Stephen Huls

ADDRESS: 61 N. Glover Ct. St. Joseph Illinois 61873  
Street City State Zip Code

EMAIL: Shuls23@Aol.com PHONE: 217-202-4657

Check Box to Have Email Address Redacted on Public Documents

NAME OF APPOINTMENT BODY OR BOARD: UDD 2 of Towns of St. Joseph and Ogden

BEGINNING DATE OF TERM: 9-1-2020 ENDING DATE: 8/2022

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.

1. What experience and background do you have which you believe qualifies you for this appointment?

My family and I farm a large amount of acres in  
Champaign and Vermilion counties these farms are all drained  
in some fashion and I mostly understand how that works.

2. What is your knowledge of the appointed body's operations, property holdings, staff, taxes, and fees?

Not much but I am sure I can learn fast.

3. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes  No  If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
Signature

8-17-20



**Aaron Ammons**  
**Champaign County Clerk**  
Champaign County, Illinois

1776 East Washington Street  
Urbana, IL 61802  
Email: [mail@champaigncountyclerk.com](mailto:mail@champaigncountyclerk.com)  
Website: [www.champaigncountyclerk.com](http://www.champaigncountyclerk.com)

Vital Records: (217)384-3720  
Elections: (217)384-3724  
Fax: (217)384-1241  
TTY: (217)384-8601

**COUNTY CLERK**  
**MONTHLY REPORT**  
**AUGUST**  
**2020**

Liquor Licenses & Permits	-
Civil Union Licenses	0.00
Marriage License	5,250.00
Interests	14.66
State Reimbursements	-
Vital Clerk Fees	20,375.00
Tax Clerk Fees	1,677.20
Refunds of Overpayments	42.00
<b>TOTAL</b>	<b>27,358.86</b>
Additional Clerk Fees	1,534.00

Rosecrance, Inc (Formerly Community Elements)  
 Champaign Co Re-Entry Grant  
 For the Month Ending July 31, 2020

	July	August	Sept	Total YTD
<b>1. Personnel Costs</b>	<b>\$19,761</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,761</b>
<b>2. Payroll Taxes/Benefits</b>	<b>\$6,205</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,205</b>
Computer Hardware & Software	\$0	\$0	\$0	\$0
<b>Total Equipment</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Property Insurance	\$49			\$49
Building & Grounds Maintenance	\$0			\$0
Utilities	\$0			\$0
Janitorial Service	\$51			\$51
Equip Maintenance Agreements	\$1,722			\$1,722
Depreciation	\$233			\$233
<b>Total Occupancy</b>	<b>\$2,055</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,055</b>
Office Supplies	\$106			\$106
Contractual / Professional Fees	\$936			\$936
Travel / Training	\$223			\$223
Client Assistance	\$0			\$0
Other Rent	\$0			\$0
Telephone / Cell Phone	\$232			\$232
Liability / Malpractice Insurance	\$186			\$186
Moving & Recruiting	\$0			\$0
<b>Total Program Expenses</b>	<b>\$29,704</b>	<b>\$0</b>	<b>\$0</b>	<b>\$29,704</b>
<b>ALLOCATED M&amp;G</b>	<b>\$5,828</b>			<b>\$5,828</b>
<b>TOTAL EXPENSE</b>	<b>\$35,532</b>	<b>\$0</b>	<b>\$0</b>	<b>\$35,532</b>
<b>Re-Entry Indirect - 11.9% Max</b>				
Max M&G Allowed	\$4,012	\$0	\$0	\$4,012
<b>Champaign County Total</b>	<b>\$33,716</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,716</b>
Champaign County Paid	\$8,333			\$8,333

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Bondville – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Bondville, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Bondville. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Bondville, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Bondville  
PO Box 87  
Bondville, Illinois 61815

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF BONDVILLE  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Karl R. Kenneth

By: \_\_\_\_\_

Date: June 8, 2020

Date: \_\_\_\_\_

ATTEST: [Signature]

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Bondville (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village between the hours of 7 a.m. and 7 p.m. CST, Monday through Sunday.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of seven days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.

5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Bondville  
 P.O. Box 87  
 Bondville, Illinois 61815

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF Bondville  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Karl R. Kuntz

By: \_\_\_\_\_

Date: July 1, 2020

Date: \_\_\_\_\_

ATTEST: [Signature]

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Broadlands – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Broadlands, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Broadlands. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Broadlands, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Broadlands  
P.O. Box 80  
Broadlands, Illinois 61878

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.



5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Broadlands  
 P.O. Box 80  
 Broadlands, Illinois 61816

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF BROADLANDS  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Mica Rod*

By: *Margo Docket*

Date: 6/4/20

Date: 6/4/20

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

## **INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Broadlands (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.

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

VILLAGE OF BROADLANDS  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Bruce Mack

By: Margaret Baker

Date: 6/4/20

Date: 6/4/20

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

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

THIS AGREEMENT is made and entered by and between the City of Champaign, 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 Services Facility as defined herein 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. **Definitions.** For 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".

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.

2. **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 7 of the Champaign Municipal Code of 1985 as amended, entitled "Animals". At the Animal Services Facility, 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 Champaign. The County will be solely responsible for the hiring and payment of Animal Services Facility personnel and Veterinary Services provided by the County Veterinarian at the Animal Services Facility. If outside veterinary care is needed the County shall inform the City and a joint decision for care will be made in writing. 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.

3. **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 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 Animal Services Facility.

4. **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.

5. **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 as reasonably practical under the circumstances 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. 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.

6. **Notice of Delivery and Special Directions.** The City shall notify the County as soon as practical 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.

7. **Release of Animals.** The County shall release animals to their owners upon: (a) payment of all required fees; and (b) written authorization from the City Legal Department; and (c) presentment of a Champaign Police Department Property/Evidence Release receipt or verbal authorization of the Police Chief or his designee.

8. **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 Department. 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 each animal held by the City for impoundment past 14 days shall be paid by the City. 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the City's Legal Department.

9. **Transfer of Ownership.** Animals delivered to the Animal Services Facility shall become the property of the County after one of the following events occur: (a) after the expiration of any applicable redemption period,; and (b) upon execution of an owner-relinquishment form of the animal's owner(s); and (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 in compliance with applicable laws. 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.

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.

11. **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 Champaign Municipal Code.

All fees collected on behalf of the City shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

12. **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. The PTELL CPI rate applied shall be to the thousandth decimal place in accordance with the Illinois Department of Revenue's PTELL Technical Manual. (For example, a PTELL CPI rate of 3.4 % shall be calculated as 1.034.) 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.

13. **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.

14. **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, 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 to the City.



15. **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.

16. **Duration; Termination.** This Agreement shall be effective on the date it is fully executed by the parties and shall be effective 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:

City Manager  
City of Champaign  
102 N. Neil St  
Champaign, Illinois 61820

Champaign County Executive  
1776 East Washington Street  
Champaign, Illinois 61801

With copies to:

Champaign Chief of Police  
  
82 E. University Avenue  
Champaign, Illinois 61820

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

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

18. **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.

19. **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 parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF CHAMPAIGN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
State's Attorney's

CB 2020-\_\_\_\_\_

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

THIS AGREEMENT is made and entered by and between the City of Champaign, 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 as defined herein throughout the County and has expertise in the handling of animals; and

WHEREAS, it is the intent of this agreement to permit the City to more fully safeguard the citizens of the City of Champaign; 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. "Animal Control Services" shall be defined to include: responding to animal-related calls, investigating complaints and violations, impounding animals, issuing citations, generating reports and all other enforcement activities concerning the provisions of Chapter 7 of the Champaign Municipal Code, 1985, as amended, entitled "Animals" ("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 the Animal Control Ordinance. 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 session(s) 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 probable cause exists that a violation of the Animal Control Ordinance 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 the Animal Control Ordinance.

6. **Report Writing**. County animal control personnel shall prepare a written report of investigations of alleged violations of the Animal Control Ordinance using the A.R.M.S system or other records management system, by written agreement of the parties. Necessary equipment will be provided by the City. The original NTA will be delivered to the City Legal Department at 102 N. Neil Street, Champaign, 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 a 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 Appearances.** 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 the in court appearance of animal control personnel employed by the County. A copy of each Notice will be provided to the County Animal Control Administration.

8. **Evidence Preservation.** In the event evidence must be preserved for the prosecution of a municipal ordinance violation, 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 1.5 Full Time Equivalent (FTE) personnel to provide the services contracted for in this Agreement. The County is not required to designate a specific person to provide services to the City, but shall be required to commit a minimum of 60 hours per week for animal control services for the City.

10. **Contact Information; Confidentiality.** The County shall provide to the City a current list of animal control personnel, together with their home addresses and telephone numbers 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 an annual rate of \$1.35 per capita. 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. The PTELL CPI rate applied shall be to the thousandth decimal place in accordance with the Illinois Department of Revenue's PTELL Technical Manual. (For example, a PTELL CPI rate of 3.4 % shall be calculated as 1.034.) 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%. The City shall pay the County through the Department monthly on 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. 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 Workers Compensation claims, and including the cost of defending same including costs and attorneys 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 employees or agents, except to the extent caused by the negligence or intentional misconduct 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 this Agreement.

**13. Duration; Termination.** This Agreement shall become effective on the date it is fully executed by the parties and shall continue in effect from year to year unless terminated by either party giving written notice to the other at least ninety (90) days before termination is to become effective

14. **Amendments.** This Agreement may be amended only by writing signed by both parties. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, or City of Champaign 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.

15. **Survival of Provisions.** Any term 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.

16. **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 within the jurisdiction of the Champaign Municipal Code.

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

City Manager  
City of Champaign  
102 N. Neil Street  
Champaign, Illinois 61820

Champaign County Executive  
1776 E. Washington Ave  
Urbana, Illinois 61801

With copies to:

Champaign Chief of Police  
82 E. University Avenue  
Champaign, Illinois 61820

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

18. **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 CHAMPAIGN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
County Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
States Attorney

CB 2020 - \_\_\_\_\_



**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Deland – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Deland, an Illinois Municipal Corporation, (hereinafter referred to as "Village") 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Deland. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Deland, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Deland  
PO Box 132  
Deland, Illinois 61839

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF DELAND  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By:  \_\_\_\_\_

By: \_\_\_\_\_

Date: 6/11/20

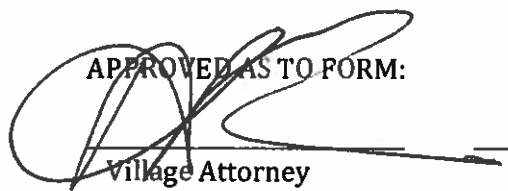
Date: \_\_\_\_\_

ATTEST:  \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

## **INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Deland (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village between the hours of 7 a.m. and 7 p.m. CST, Monday through Sunday.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of seven days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.

5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Deland  
 P.O. Box 132  
 Deland, Illinois 61839

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF Deland  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By:  \_\_\_\_\_

By: \_\_\_\_\_

Date: 06/11/20

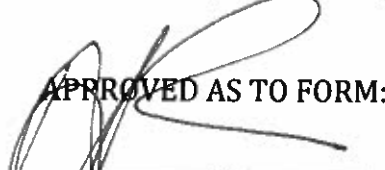
Date: \_\_\_\_\_

ATTEST:  \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office



**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Fisher – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Fisher, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Fisher. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Fisher, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Fisher  
100 School St  
Fisher, Illinois 61843

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF FISHER  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: MB [Signature]

By: \_\_\_\_\_

Date: 6/11/2020

Date: \_\_\_\_\_

ATTEST: Christa Moore

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]

\_\_\_\_\_

Village Attorney

State's Attorney's Office

CB 2020-\_\_\_\_\_

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Foosland – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Foosland, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Foosland. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders: Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Foosland, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Foosland  
P.O. Box 46  
Foosland, Illinois 61845

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

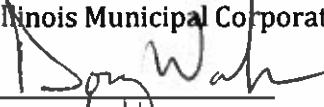
13. **Amendments.** This Agreement may be amended only by writing signed by both parties.

14. **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.

VILLAGE OF FOOSLAND  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 6/8/20

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:



\_\_\_\_\_

Village Attorney

State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Foosland (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from Village board members or Village employees. A list of these contacts will be updated by the Village whenever changes occur.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.

5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Foosland  
 P.O. Box 46  
 Foosland, Illinois 61845

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF FOOSLAND  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 6/8/20


Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Gifford – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Gifford, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Gifford. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

provide a monthly report of the number of animals received and the final dispositions of the animals. The Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Gifford, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Gifford  
P.O. Box 37  
Gifford, Illinois 61847

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF GIFFORD  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Duane Whannon*

By: \_\_\_\_\_

Date: *6/4/20*

Date: \_\_\_\_\_

ATTEST: *Diane Baker*

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*[Signature]*

Village Attorney

State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Gifford (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Gifford  
 P.O. Box 37  
 Gifford, Illinois 61847

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF GIFFORD  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Ivesdale - County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Ivesdale, an Illinois Municipal Corporation, (hereinafter referred to as "Village") 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Ivesdale. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable



redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Ivesdale, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Ivesdale  
P.O. Box 109  
Ivesdale, Illinois 61851

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF IVESDALE  
An Illinois Municipal Corporation


CHAMPAIGN COUNTY

By:   
President

By: \_\_\_\_\_

Date: 6-15-20

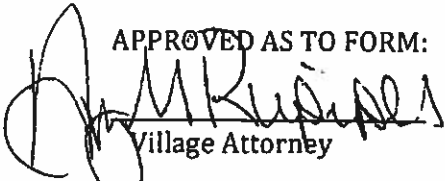
Date: \_\_\_\_\_

ATTEST:   
Village Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Ivesdale (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Ivesdale  
 P.O. Box 109  
 Ivesdale, Illinois 61851

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF IVESDALE  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By:   
 President

By: \_\_\_\_\_

Date: 6-15-20

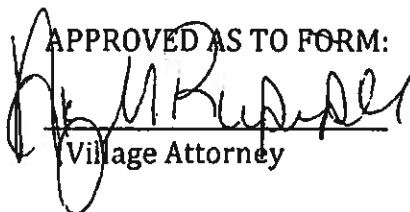
Date: \_\_\_\_\_

ATTEST:   
 Village Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Village Attorney

By: \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Ludlow – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Ludlow, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Ludlow. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable



redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Ludlow, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Ludlow  
P.O. Box 177  
Ludlow, Illinois 60949

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF LUDLOW  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Stew Thomas

By: \_\_\_\_\_

Date: 9 June 2020

Date: \_\_\_\_\_

ATTEST: Dana Hood

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Ludlow (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Ludlow  
 P.O. Box 177  
 Ludlow, Illinois 60949

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF LUDLOW  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Steve Thomas*

By: \_\_\_\_\_

Date: 9 June 2020

Date: \_\_\_\_\_

ATTEST: *Dawn Good*

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

B \_\_\_\_\_

Village Attorney

State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Ogden - County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Ogden, an Illinois Municipal Corporation, (hereinafter referred to as "Village") 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Ogden. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable



redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Ogden, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Ogden  
P.O. Box 59  
Ogden, Illinois 61859

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF OGDEN  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *[Signature]*

By: \_\_\_\_\_

Date: 6-25-20

Date: \_\_\_\_\_

ATTEST: *[Signature]*

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*[Signature]*

\_\_\_\_\_

Village Attorney

State's Attorney's Office

CB 2020-\_\_\_\_\_

## **INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Ogden (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Ogden  
 P.O. Box 159  
 Ogden, Illinois 61859

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF OGDEN                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: 

By: \_\_\_\_\_

Date: 6-25-20

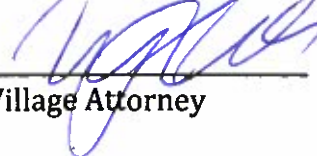
Date: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Pesotum – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Pesotum, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Pesotum. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the Village and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders: Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the Village past the 5, 7 or 10 redemption period as described in the Section 7 of this agreement, shall be paid by the Village for each animal held by the Village, 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 Village on the first of each month, to be paid by the 30<sup>th</sup> of each month until said animals have been release by a court of law or the village's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **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 stray animal held past the holding period shall be at the cost of the County.

~~Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.~~

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15th day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Pesotum, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Pesotum  
103 E Lincoln ST  
Pesotum, Illinois 61863

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF PESOTUM  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Pesotum (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Pesotum  
 P.O. Box 200  
 Pesotum, Illinois 61863

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF PESOTUM  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Philo - County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Philo, an Illinois Municipal Corporation, (hereinafter referred to as "Village") 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Philo. The County will be solely responsible for the hiring and payment of facility

personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable



redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Philo, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Philo  
PO Box 72  
Philo, Illinois 61864

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF PHILO  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: *Larry R. Cook*

By: \_\_\_\_\_

Date: 06/10/20

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*[Signature]*  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Philo (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Philo  
 P.O. Box 72  
 Philo, Illinois 61864

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF PHILO                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: *Sam B. Cook Mayor* By: \_\_\_\_\_

Date: 06/10/20 Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:  
*[Signature]*  
 Village Attorney

APPROVED AS TO FORM:  
 B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Rantoul – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Rantoul, an Illinois Municipal Corporation, (hereinafter referred to as "Village") 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Rantoul. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable



redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Rantoul, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Rantoul  
333 Tanner St  
Rantoul, Illinois 61866

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF RANTOUL  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Charles Amos

By: \_\_\_\_\_

Date: 7-14-2020

Date: \_\_\_\_\_

ATTEST: [Signature]

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]

\_\_\_\_\_

Village Attorney

State's Attorney's Office

CB 2020-\_\_\_\_\_

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Royal – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Royal, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Royal. The County will be solely responsible for the hiring and payment of facility

personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders: Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Royal, 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.

12. **Indemnification.** The Village 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.

13. **Duration; Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Royal  
PO Box ~~98~~ 159  
Royal, Illinois 61871

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

**VILLAGE OF ROYAL**  
An Illinois Municipal Corporation

**CHAMPAIGN COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Royal (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.

6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Royal  
 P.O. Box 159  
 Royal, Illinois 61871

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF ROYAL  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: [Signature]

By: Todd Roberts, President

Date: 6/1/20

Date: 6/1/20

ATTEST: Kelly Vogel

ATTEST: Kelly Vogel, Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Village Attorney

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Savoy – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Savoy, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Savoy. The County will be solely responsible for the hiring and payment of facility

personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Savoy, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Savoy  
611 N Dunlap  
Savoy, Illinois 61874

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF SAVOY  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: Joan Dykstra  
President  
Date: 5-20-2020

By: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST: Billie J. Krueger  
Village Clerk

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

[Signature]  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Sidney – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Sidney, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Sidney. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.
9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.
10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Sidney, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Sidney  
PO Box 77  
Sidney, Illinois 61877

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF SIDNEY  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 6/3/2020

Date: \_\_\_\_\_

ATTEST: Margaret B. Pash

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020- 07

## **INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Sidney (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.
5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.




6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Sidney  
 P.O. Box 77  
 Sidney, Illinois 61877

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF SIDNEY                      CHAMPAIGN COUNTY  
 An Illinois Municipal Corporation

By: 

By: \_\_\_\_\_

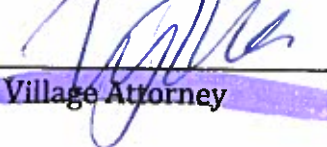
Date: 6/3/2020

Date: \_\_\_\_\_

ATTEST: 

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

  
 Village Attorney

APPROVED AS TO FORM:

B \_\_\_\_\_  
 State's Attorney's Office

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES**  
(Village of Thomasboro – County of Champaign)

THIS AGREEMENT is made and entered by and between the Village of Thomasboro, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Thomasboro. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been release by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Thomasboro, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Thomasboro  
PO Box 488  
Thomasboro, Illinois 61878

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF THOMASBORO  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020-\_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL CONTROL SERVICES**

THIS AGREEMENT is entered into by the County of Champaign (hereinafter "County") and the Village of Thomasboro (hereinafter "Village") for animal control services.

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 provides authority for intergovernmental cooperation; and

WHEREAS, there is a need to respond to requests for animal control services within the Village; and

WHEREAS, there is a need to remove stray dogs and other animals subject to impoundment from within the Village upon the request of the Village;

WHEREAS, the County has the ability to provide such services through the Champaign County Animal Control Department (hereinafter "Department");

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to provide to the Village animal control services in accordance with Village ordinances through the Department.
2. The Department will respond to requests for animal control services from citizens residing within the Village.
3. For services provided by the Department, the Village shall pay an annual rate of \$1.47 per capita. 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%. The Village shall pay the County through the Department monthly on the 15th day of each month. In January, the Department shall annually issue to the Village the PTELL CPI rate adjustment for the ensuing contract renewal year.
4. Owned animals will be held for no longer than a period of five days, unless otherwise directed by the Champaign County Sheriff's Department or directed by a court order.



5. The Department agrees to provide yearly reports to the Village breaking down the number of calls responded to and number of boarding days for impounded animals on the request of the Village President.
6. **Indemnification.** The Village 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.
7. This agreement shall continue in effect from year to year unless terminated by either party giving written notice to the other at least thirty days prior to the annual renewal date, which shall occur annually on the anniversary of the effective date of this agreement.
8. This agreement shall become effective on July 1, 2020.
9. This Agreement may be amended only by a written document signed by both parties.
10. 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.
11. Any written notice that is required between the parties shall be sent through first class mail, return receipt requested to:

Village Administrator  
 Village of Thomasboro  
 P.O. Box 488  
 Thomasboro, Illinois 61878

Champaign County Executive  
 1776 East Washington Street  
 Urbana, Illinois 61802

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

VILLAGE OF THOMASBORO  
 An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: [Signature] By: \_\_\_\_\_

Date: July 6, 2020 Date: \_\_\_\_\_

ATTEST: [Signature] ATTEST: \_\_\_\_\_  
 TA, Treasurer

APPROVED AS TO FORM:  
[Signature]  
 Village Attorney

APPROVED AS TO FORM:  
 B \_\_\_\_\_  
 State's Attorney's Office

*W.A.*

**AN INTERGOVERNMENTAL AGREEMENT  
FOR ANIMAL IMPOUNDMENT SERVICES  
(Village of Tolono – County of Champaign)**

THIS AGREEMENT is made and entered by and between the Village of Tolono, an Illinois Municipal Corporation, (hereinafter referred to as “Village”) 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 Village 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 and injuries, and euthanasia. 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 Village pursuant to Village Ordinances. The County shall provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered by the Village or citizens residing within the Village limits of Tolono. The County will be solely responsible for the hiring and payment of

facility personnel and veterinary services provided by the County Veterinarian at the Animal Services Facility. If outside vet care is needed the County shall inform the City and a joint decision for 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 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 Village to ensure compliance with this Agreement during normal business hours. Nothing contained herein shall make the Village 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 County shall set the exact hours of service. Village 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 Village for such purposes. The Village 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 Village generally needs held for animal control purposes. The Village 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 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 Village must find housing for any animals for which the County is unable to provide housing at the Village's expense. The County will notify the Village 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 Village shall notify the County as soon as practical of its intent to deliver animals to the facility for impound. The Village 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. **Hold Orders; Orders of Destruction.** In the event a hold order is issued by the Village 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 Village or Court issuing the hold order. Boarding fees for animals held by the City past the 5, 7 or 10 redemption period as described in the Section 8 of this agreement, shall be paid by the City for each animal held by the Village, 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 30<sup>th</sup> of each month until said animals have been released by a court of law or the city's Legal Department. In the event an Order of Destruction is issued, the County shall humanely euthanize the subject animal(s) pursuant to the Order.

7. **Transfer of Ownership.** Animals delivered to the facility shall become the property of the County after one of the following events occurs: after the expiration of any applicable

redemption period; upon execution of an owner-relinquishment form of the animal's owner(s); 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.

8. **Fees.** The County is authorized to collect such fees and fines as authorized by the Champaign County Board and is authorized to collect fees and fines as stated in the Village's Code. All fines and fees collected on behalf of the Village shall be remitted monthly, to be received no later than the 15<sup>th</sup> day of each month.

9. **Payment.** The Village shall pay an annual rate of \$0.97 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 Village the PTELL CPI rate adjustment for the ensuing contract renewal year. The Village shall pay the County through the Department monthly on the 15<sup>th</sup> day of each month.

10. **Records.** The County shall keep and maintain all required records in compliance with the Ordinances of the Village 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 Village shall provide information concerning the status of pending cases upon request.

11. **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 Village of Tolono, 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.

12. **Indemnification.** The Village 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.

13. **Duration: Termination.** This agreement shall be effective on July 1, 2020 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:

Village President  
Village of Tolono  
PO Box 667  
Tolono, Illinois 61880

Champaign County Executive  
1776 East Washington Street  
Urbana, Illinois 61801

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

14. **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.

VILLAGE OF TOLONO  
An Illinois Municipal Corporation

CHAMPAIGN COUNTY

By: 

By: \_\_\_\_\_

Date: 4/21/2020

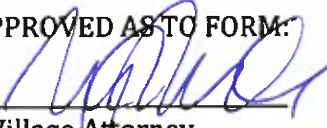
Date: \_\_\_\_\_

ATTEST: Brendy Dalton

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Village Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2020- \_\_\_\_\_

**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 30<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
State's Attorney's Office

CB 2015-\_\_\_\_\_



**SHERIFF DUSTIN D. HEUERMAN  
CHAMPAIGN COUNTY SHERIFF'S OFFICE**

204 E. Main Street  
Urbana, Illinois 61801-2702  
(217) 384-1204

**Dustin D. Heuerman**

*Sheriff*

ph (217) 384-1205

**Chief Deputy**

**Shannon Barrett**

ph (217) 384-1222

fax (217) 384-1219

**Captain**

**Law Enforcement**

**Shane Cook**

ph (217) 384-1207

fax (217) 384-1219

**Captain/Jail Supt**

**Corrections**

**Karee Voges**

ph (217) 819-3534

fax (217) 384-1272

**Jail Information**

ph (217) 384-1243

fax (217) 384-1272

**Investigations**

ph (217) 384-1213

fax (217) 384-1219

**Civil Process**

ph (217) 384-1204

fax (217) 384-1219

**Records/Warrants**

ph (217) 384-1233

**TO: Kyle Patterson, Justice & Social Services Committee Chair**

**FROM: Dustin D. Heuerman, Sheriff** *DA*

**DATE: August 31, 2020**

**SUBJECT: Department of Justice for the FY2020 National Crime Statistics Exchange Implementation Assistance Program – Continued Support Program Grant Approval/Acceptance**

Earlier this year the Champaign County Sheriff's Office received a grant through the Department of Justice to help transition our report writing system from reporting statistics through the Uniform Crime Report (UCR) to the National Incident Based Report System (NIBRS). This transition is mandatory effective January of 2021. At the time of the initial grant we were already looking to phase-out our current report writing system (ARMS), but would not have been able to get a new system purchased and operational by the 2021 compliance deadline.

As a result of the work we have completed toward the NIBRS transition, and because of the need for a new report writing system, we were invited to apply for supplemental funding in the amount of \$487,422. This grant is by invitation only and non-competitive. This grant, if awarded, will help continue with the transition to NIBRS as well as help supplement the purchase of a new report writing system to enhance our data and reporting capabilities. There is no matching requirement by the County for these funds.

I respectfully request the County Board approve acceptance of these funds if awarded to the Sheriff's Office.

RESOLUTION NO. 2020-

**RESOLUTION APPROVING THE APPLICATION FOR, & IF AWARDED, ACCEPTANCE OF DEPARTMENT OF JUSTICE FY2020 NATIONAL CRIME STATISTICS EXCHANGE IMPLEMENTATION ASSISTANCE PROGRAM – CONTINUED SUPPORT PROGRAM**

WHEREAS, the Champaign County Sheriff seeks to apply for funding from the U.S. Department of Justice for the FY2020 National Crime Statistics Exchange Implementation Assistance Program – Continued Support Program; and

WHEREAS, The grant award period is from May, 2020 through August, 2022; and

WHEREAS, There is no match requirement of Champaign County for this grant, if awarded; and

WHEREAS, the grant award, based upon the application, is anticipated to be up to \$487,422 in qualifying purchases and reimbursements for the term of the grant;

NOW, THEREFORE, BE IT RESOLVED By the County Board of Champaign County that the County Board of Champaign County approves the application for the Department of Justice for the FY2020 National Crime Statistics Exchange Implementation Assistance Program – Continued Support Program in the amount up to \$487,422 with a 0% match requirement, and, if awarded, approves acceptance of said grant.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 24<sup>rd</sup> day of September, A.D. 2020.

\_\_\_\_\_  
Geraldo Rosales, Chair  
Champaign County Board

Recorded  
& Attest: \_\_\_\_\_  
Aaron Ammons, County Clerk  
and ex-officio Clerk of the  
Champaign County Board  
Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
Darlene A. Kloepfel, County Executive  
Date: \_\_\_\_\_



**Supplemental Funding Application**  
FY 2020 National Crime Statistics Exchange (NCS-X) Implementation Assistance Program  
Continued Support for Program Participants  
**Champaign County, Illinois**

**Section A. Project Summary**

- 1. Briefly describe the project proposed in your agency's original NCS-X funding application.**

The Champaign County Sheriff's Office (CCSO) is one of five local law enforcement agencies in Champaign County that share the Area-Wide Records Management Systems (ARMS). The ARMS program was originally written by programmers at the City of Urbana ("City"), and is still maintained as a custom program by the City. The City has a dedicated full-time programmer to support the users and maintain ARMS. The City's ARMS team worked as a contractor to the County for the purpose of this grant.

The original application asked for funding to bring back a retiring programmer, so that two people could work together on the many changes needed for NIBRS reporting while still supporting the daily user base of 330 sworn personnel. The envisioned work included adding the necessary fields, adding validations, and writing extracts to produce NIBRS-compliant reporting files.

The proposed goal was to achieve verification in advance of January 1, 2021.

- 2. Are there any changes or modifications to the incident-based reporting (IBR) transition plan proposed in your agency's original NCS-X application? If so, how is your agency's current IBR transition plan different from the plan proposed in the initial application?**

Participating in the Illinois State Police's (ISP) verification process was not part of the original application, but was a made a focus of the NCS-X award. As part of the award, the target became to provide NIBRS files in the ISP's layout by May 2020. The shorter timeline required more hours to be spent per month than originally planned. The City brought back a retired programmer, so it had 1.25 FTEs available, but NIBRS soon became the dominant tasks for both programmers, leading to a higher "burn rate" for the grant award.

Another challenge was the ARMS team's role as an "alpha tester" of the State's documentation, which includes layouts that are still incomplete as of the end of June 2020. Many issues were found with the code structures, and the ARMS team struggled with mapping state codes to the NIBRS ones. Those delays were only worsened by the pandemic, which reduced the State's ability to release guidance and work products. As of July 2020, the ARMS team is still working to create Illinois-specific XML files as soon as the layouts are finalized.

One part of the transition plan that was underestimated was the depth of the NIBRS validation rules. The ARMS programmers added many up-front validations for the data during Officer entry, but there are some NIBRS validations that will not be caught until the files are rejected by the State. The programming that was underestimated is the

process of received the failed reports, making the failure errors understandable to end-users, and creating a way for Records staff to resolve those errors and send those records for re-submission.

Finally, there was a major advancement in long-term RMS strategy since the original application. ARMS is a program that is 30 years old, and its programming language (RPG) is a specialty known by a shrinking pool of working programmers. Early in 2019, the County signed a contract with Tyler Technologies to upgrade its "New World" Jail Management System and later in 2019 the regional 911 center signed a contract to implement the New World Computer Aided Dispatch (CAD) system. Both of those projects are now underway. Because the RMS is deeply tied to both of those systems, the ARMS Policy Board is in negotiations with Tyler to purchase the integrated New World Law Enforcement Enterprise Records Management System as a replacement for ARMS. That purchase will be a sole-source purchase justified by the deep integration between RMS and CAD and RMS and Jail system. An Inter-Governmental Agreement is in process to create the ability to make this purchase, and once the purchase occurs the plan is to begin the 20-month implementation as soon as possible.

### **3. What are your project goals and deliverables?**

For the development of Illinois-specific NIBRS capabilities from ARMS, the goals and deliverables (and their statuses as of the end of June 2020) are:

- Write a design specification that describes the new fields, validations, and extracts needed for NIBRS certification. (Complete)
- Program the software changes in the ARMS RMS. (In Progress)
- Test the software changes, including submitting test files to I-UCR. (In Progress)
- Update procedures and system documentation for the ARMS RMS. (Complete)
- Training to inform RMS users on how to access details on NIBRS validations in the documentation. (In Progress)
- Submit IBR data to ISP; ISP will use CCSO data for certifying the state UCR Program with the FBI as NIBRS compliant. (Waiting on ISP)
- Obtain certification to report IBR data and report IBR data to the ISP by November 30, 2020. (Not Started)

For the replacement of ARMS with the New World RMS, the goals and deliverables are:

- Analyze functional fit of New World RMS and work with Tyler to address functional gaps. (In Progress)
- Finalize list of modules needed and pricing for each module. (In Progress)
- Create an Inter-Governmental Agreement to form an entity to sign a contract for the purchase. (In Progress)
- Begin the Implementation Project of the new RMS – projected to take 20 months. (Not Started)
- Achieve certification to report IBR data to the ISP from the new RMS. (Not Started)

## Section B. Project Implementation

### 1. What is the current status of your agency's transition to IBR?

This table is from the NCS-X status report submitted at the beginning of July, and represents progress through June 30, 2020.

Deliverables and Milestones	Status	Timeline	Budget
Write design specifications	Complete	Behind Schedule	Over Budget
Add necessary fields and validations	In Progress	Behind Schedule	Over Budget
Update system documentation	Complete	On Schedule	On Budget
Create training materials for RMS users	Complete	Behind Schedule	Under Budget
Deliver training, support users	Complete	Ahead of Schedule	Under Budget
Program extract routines	In Progress	Behind Schedule	Over Budget
Test extract routines	In Progress	Behind Schedule	On Budget
Achieve IBR certification	Not Started	Behind Schedule	On Budget

What is completed at this point is the ability for ARMS to capture (and prompt for!) additional information at the time of the Officer entry. Programming is also complete for the routine that generates the XML file, at least in the Federal layout. As the ISP has not finalized the Illinois layout, more programming will be needed when that is final.

Additional programming is planned to support users who must receive and correct failed transmissions, as we expect dealing with failed NIBRS validations to be a more difficult task than originally understood.

### 2. Did your agency experience any scheduling delays or budget discrepancies during project implementation that contributed to a gap in funding? If so, describe the gap in budgeted and actual project costs.

Yes, there were several factors that caused us to run out of budget for the ARMS work. Funding ran out in May 2020, so since late May no work has been billed - although the work has continued!

- We were asked to prepare files for the ISP on a shorter timeline (originally May 2020), which required a higher "burn rate" of time on the project.
- The ISP has not finalized layouts, so we have been working with a moving target. Furthermore, we have spent some of the time helping ISP analyze the code structures to map Illinois Incident Codes to NIBRS. This is important work, but was not part of our original scope definition.
- We under-estimated the complexity of the NIBRS validations, and particularly the difficulty of receiving and managing rejected files for re-submission.
- An Excel mistake in our original request caused us to under-estimate the budget by more than 30%! We estimated the original budget at \$48,079 but the correct original estimate should have been \$70,482. (A summary sheet failed to include all of the cells it should have summarized.)

The estimated amount of additional funding needed for ARMS programming is \$70,000.

This is coincidentally close to what the original estimate should have been, but please note that this is additional funding on top of the original \$48,079 – for new project estimate of \$118,079. This additional funding will be used for hours spent on the project since May, but not billed, and will provide ongoing support through the implementation and afterwards, as the process of dealing with rejected NIBRS files is refined.

**3. Describe why additional funds are needed and how funds will be used to complete project deliverables.**

The additional programming funds will be used to support the programming efforts already underway, including generating the ISP NIBRS XML files and working with the ISP on its process. We also plan to use the funds to support the NIBRS transition over a longer period of time, with ongoing refinements to the ARMS program to simplify and improve the process once it is in regular use.

The funds for the new RMS will be used to make the software purchase and to pay for the parts of the RMS project that are related to records management and NIBRS reporting. The request was based on pricing negotiated with Tyler for components of the RMS that are related to NIBRS – see the table below. (There are other components of the RMS purchase that are **not** part of this grant request, so the total cost of the new RMS is higher than the table total below.)

Type of Cost	Description	Quantity	Total
Software	New World Enterprise Law Enforcement Records	1	\$75,600
Software	Mobile Site Licensing -- LE Field Reporting (Federal Standard)	1	\$290,202
Services	Enterprise Law Enforcement RMS Configuration (11 or more agencies)	1	\$8,700
Services	Enterprise Law Enforcement RMS Training (includes 10 trainers ea.)	3	\$13,050
Services	Enterprise Law Enforcement RMS Go-Live (standard)	1	\$5,510
Services	Law Enforcement Field Based Reporting Configuration (11 or more agencies)	1	\$11,310
Services	Law Enforcement Field Based Reporting Training (includes 10 trainers each)	2	\$8,700
Services	Law Enforcement Field Based Reporting Go-Live	1	\$4,350
		<b>Total:</b>	<b>\$417,422</b>

**Section C. Transition Costs**

**1. List all costs associated with the supplemental funding request and describe how each requested item or service will enable your agency to transition to IBR and meet project deliverables.**

Costs related to purchasing the new RMS can be seen in the table in B.3, above.

All of the costs for modifying ARMS for NIBRS will be used for programming, training, documentation, and user support. At the time the additional funding request was calculated (January 2021), the request was made on a projection of time spent as follows:

Name	Roles
Tim Smith	- Program data file layouts - Program online edits - Program extract process to prepare data for XML
Dave Wakefield	- Program XML extract - Program XML import (of error files)
Kim Hubbard	- Testing online edits - Creating documentation - Creating & Delivering training
Sanford Hess	- System Design - Testing online edits - Creating documentation - Creating & Delivering training

For the calendar year 2020 (through September), the **percentage** of their time we expect these people to spend on NIBRS will be:

	January	Feb.	March	April	May	June	July	August	Sept.
<b>Tim</b>	90	90	90	90	90	90	50	50	50
<b>Dave</b>	40	40	40	40	40	0	0	0	0
<b>Kim</b>	0	10	20	20	20	10	10	10	10
<b>Sanford</b>	5	5	5	5	5	5	5	5	5

The estimate was made by calculating (for each person) the following:

$\% \text{ of time on NIBRS} \times \text{work days in a month} \times 8 \text{ hours} \times \text{hourly rate}$
---

For the time period from Jan – September, 2020 this equated to a total amount of \$98,865.

- Tim worked 371.25 hours in the Calendar Year 2019 on NIBRS using \$19,752.
- Thus, we would expect the total NIBRS work to cost \$98,865 + \$19,752 = \$118,617.

*The new request was rounded down to \$70,000 for simplicity.*

*As of July 2020, the original NCS-X funds were depleted during the billing from work in May 2020. Approximately \$10,000 of work already completed, but not invoiced to NCS-X would be billed immediately. At the current burn rate (around \$7,500 per month), the additional funding would last for about 8 months – so supporting work from July 2020 through an initial support period in February 2021.*

**2. Provide a detailed budget, using the [OJP Budget Detail Worksheet](#).**

Submitted as part of the package.

## Section D. Project Timeline

1. List all remaining milestone project tasks and the start and end dates for each task in the below table. Include all project deliverables (e.g., testing for certification, obtaining certification), any tasks associated with NCS-X funding, and any other major tasks (e.g., training) necessary for your agency to complete its transition to IBR.

This table comes from the July status report, and applies to the current ARMS programming effort:

IBR Transition Tasks	Estimated Start Date	Estimated End Date
Write design specifications	10/21/2019	12/26/2019
Add necessary fields and validations	01/01/2020	08/31/2020
Update system documentation	01/01/2020	06/14/2020
Create training materials for RMS users	04/22/2020	06/14/2020
Deliver training, support users	05/20/2020	05/29/2020
Program extract routines	01/15/2020	07/31/2020
Test extract routines	05/15/2020	08/31/2020
Achieve IBR certification	09/01/2020	09/30/2020

This table applies to the replacement RMS system, and represents our best estimates at this point in time:

Date	Task / Milestone
May 2020 – November 2020	<ul style="list-style-type: none"> <li>• Confirm budget for RMS Replacement.</li> <li>• Negotiate contract with Tyler based on pricing already provided.</li> </ul>
December 2020	<ul style="list-style-type: none"> <li>• Sign Contract with Tyler</li> </ul>
January 2021	<ul style="list-style-type: none"> <li>• RMS project Kick-Off</li> </ul>
February 2021	<ul style="list-style-type: none"> <li>• Finalize project plan</li> <li>• Install software (note: the plan is to share the hardware that was already purchased for the Dispatch system, which was appropriately sized for this.)</li> <li>• Begin configuring software, developing conversions, and building interfaces.</li> </ul>
December 2021 – June 2022	<ul style="list-style-type: none"> <li>• Test software configuration</li> <li>• Test conversions</li> <li>• <b>Test NIBRS XML creation process, apply for NIBRS Certification</b></li> </ul>
May 2022 – July 2022	<ul style="list-style-type: none"> <li>• End-user training.</li> <li>• Prepare for Go-Live</li> </ul>
August 2022	<ul style="list-style-type: none"> <li>• Go-Live</li> </ul>

## **Section E. Capabilities and Competencies**

- 1. Describe how the project staff have the necessary qualifications and experience to oversee project tasks and fulfill the project goals. Describe how proposed staff's skills will enable them to successfully complete project deliverables.**

Champaign County Sheriff's Office Chief Deputy Shannon Barrett is designated as the point of contact for this grant. Chief Deputy Barrett has worked at the Champaign County Sheriff's office in this capacity since December 1, 2018. Prior to the Champaign County Sheriff's Office, Chief Deputy Barrett was a patrol officer with the City of Urbana for 15 years. In that capacity, Chief Deputy Barrett was very familiar with ARMS as that was the primary system used by the City of Urbana. Since moving to the Sheriff's Office, Chief Deputy Barrett has overseen the current NIBRS project and also oversees a current COVID-19 grant where she is the financial point of contact for that grant.

The project staff each have several decades of experience with programming and interface development.

- Tim Smith has been the ARMS Programmer since 2018, and has 40 years of RPG experience. Tim has been the lead on the NIBRS project so far, and has developed a deep knowledge of the federal and state standards.
- Sanford Hess is the City of Urbana's IT Director, and is designated as the project manager. (Costs for his time are built into the Overhead rate.) Sanford has 25 years of experience with implementing IT Projects for State and Local government, the last 6 with the City of Urbana where the current RMS solution is part of his daily responsibilities. He has been deeply involved in design and support of the RMS solution, including the Data Warehouse and the current process for Summarized UCR reporting.

## **Section F. Performance Measures**

- 1. Will your agency collect performance measures?**

Yes.

- 2. Will your agency provide documentation that all award deliverables have been met, including evidence of certification from the state UCR Program?**

Yes.



## **OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE**

1776 East Washington Street, Urbana, Illinois 61802-4581

---

**Darlene A. Kloeppel, County Executive**

---

### **MEMORANDUM**

To: Jim Goss, Deputy Chair – Finance; and  
Stephanie Fortado, Assistant Deputy Chair – Finance; and  
Honorable Members of the Finance Committee of the Whole

From: Tami Ogden, Deputy Director of Finance

Date: August 26, 2020

Subject: BA#20-00043 Self-Funded Insurance

---

Champaign County incurred property and auto damages due to the July 11, 2020, hailstorm. There were thirty vehicles and 12-14 buildings damaged. The County self-funds auto insurance up to a self-insured retention limit of \$250,000 and carries commercial property insurance with a \$5,000 per facility deductible.

The FY2020 Self-Funded Insurance budget was prepared based on an actuarial study completed for the County, and due to other liability claims and attorney/legal fees already paid, and still anticipated, is insufficient to cover the additional costs associated with the hailstorm damages. This request for a budget amendment will provide appropriation necessary within the Self-Funded Insurance budget for auto repairs, which are being done at present and must be paid for in the near-term.

At this time, the extent of the facilities damages, the total of insurance payments that will be received, and the scope of facility repairs that will be able to be completed in FY2020 is uncertain. For that reason, this budget amendment does not include a request for additional appropriation for facility repairs; however, that request may be forthcoming.

### **REQUESTED ACTION**

The Finance Committee recommends budget amendment #20-00043, for the Self-Funded Insurance department, be forwarded to the County Board for approval.



REQUEST FOR BUDGET AMENDMENT

BA NO. 20-00043

FUND 476 SELF-FUNDED INSURANCE      DEPARTMENT 118 PROPERTY/LIABILITY INSUR

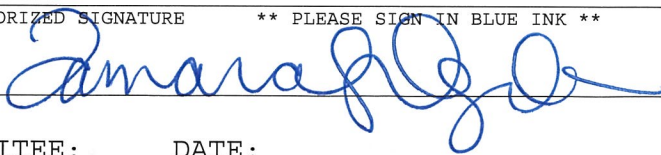
INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
476-118-534.80 AUTO DAMAGE/LIAB CLAIMS	52,762	82,762	282,762	200,000
TOTALS	52,762	82,762	282,762	200,000

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
None: from Fund Balance				
TOTALS	0	0	0	0

EXPLANATION: TO PAY CLAIM EXPENSES RELATED TO HAIL DAMAGE TO COUNTY VEHICLES ON JULY 11, 2020.

DATE SUBMITTED: <u>8/26/2020</u>	AUTHORIZED SIGNATURE 	** PLEASE SIGN IN BLUE INK **
-------------------------------------	--	-------------------------------

APPROVED BY BUDGET & FINANCE COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_


**OFFICE OF THE CORONER  
CHAMPAIGN COUNTY**



**DUANE E. NORTHRUP**  
County Coroner

202 S. Art Bartell Rd.  
Urbana, Illinois 61802

(217) 384-3888  
FAX: (217) 384-1290

September 2, 2020

Honorable Giraldo Rosales  
Champaign County Board Chair  
1776 E. Washington St.  
Urbana, IL 61802

Dear Chairman Rosales,

I have submitted the attached Board budget amendment #20-00044 in the amount of \$3500 dated September 2, 2020 for the Board's consideration. These funds were paid to the Champaign County Coroner by Lurie Children's Hospital of Chicago on behalf of the Centers for Disease Control pursuant to the attached grant agreement. These funds were provided to assist with the expenses of compiling detailed data concerning sudden deaths due to opioid overdose and other violent deaths in Champaign County. Acceptance of this grant money is voluntary however; acceptance requires me to provide the data for the current calendar year and previous year. The attached budget amendment requests the funds be deposited into my part-time salaries line item to be utilized to pay my part-time staff for hours spent compiling the requested data. Without these funds, I would not be in a position to have my staff compile the data and therefore would be required to return the money from the grant.

Best regards,

A handwritten signature in blue ink that reads "Duane E. Northrup". The signature is written in a cursive, flowing style.

Duane Northrup  
Champaign County Coroner

REQUEST FOR BUDGET AMENDMENT

BA NO. 20-00044

FUND 080 GENERAL CORPORATE

DEPARTMENT 042 CORONER

INCREASED APPROPRIATIONS:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-511.05 TEMP. SALARIES & WAGES	33,963	33,963	37,463	3,500
TOTALS	33,963	33,963	37,463	3,500

INCREASED REVENUE BUDGET:

ACCT. NUMBER & TITLE	BEGINNING BUDGET AS OF 12/1	CURRENT BUDGET	BUDGET IF REQUEST IS APPROVED	INCREASE (DECREASE) REQUESTED
080-042-363.60 PRIVATE GRANTS	0	0	3,500	3,500
TOTALS	0	0	3,500	3,500

EXPLANATION: TO EXPEND FUNDS RECEIVED THROUGH A PRIVATE GRANT FROM LURIE CHILDREN'S HOSPITAL OF CHICAGO FOR THE SUDDEN UNINTENTIONAL OPIOID & OTHER DRUG RELATED DEATHS (S.U.D.O.R.S) CONTRACT.

DATE SUBMITTED:

*9/2/20*

AUTHORIZED SIGNATURE

\*\* PLEASE SIGN IN BLUE INK \*\*

*Duane E Northrup*

APPROVED BY BUDGET & FINANCE COMMITTEE:

DATE:

RECEIVED

AUG 24 2020

CHAMPAIGN COUNTY  
CORONER

Agreement to Participate in the Development of the  
State Unintentional Drug Overdose Reporting System (SUDORS)  
Between Champaign County Coroner and  
Ann & Robert H. Lurie Children’s Hospital of Chicago

This Agreement to Participate in the Development of the State Unintentional Drug Overdose Reporting System (“SUDORS”) (this “Agreement”) is effective as of the date of last signature below and is made by and between Ann & Robert H. Lurie Children’s Hospital of Chicago (“Lurie Children’s”) and Champaign County Coroner (“Office”).

WHEREAS, the Illinois Department of Public Health (“IDPH”) and Lurie Children’s have entered into written agreements in order to develop SUDORS; and

WHEREAS, Office is in possession of information related to unintentional opioid- and other drug-related deaths that have occurred within the jurisdiction of Office;

WHEREAS, Office is willing to share certain information about unintentional opioid- and other drug-related deaths with Lurie Children’s and develop an unintentional opioid- and other drug-related death reporting system as part of the State Unintentional Drug Overdose Reporting System (SUDORS) initiative to compile data on unintentional opioid- and other drug-related deaths in Illinois and the Centers for Disease Control’s (“CDC”) initiative to develop a National Unintentional Opioid-Related Death Reporting System, and an unintentional drug-related death reporting system.

NOW THEREFORE, in consideration of the mutual premises set forth in this Agreement, the parties agree as follows:

1. **Definitions.** For purposes of this Agreement:
  - a. “Unintentional opioid- and other drug-related deaths” are defined as drug poisoning deaths where the death certificate (DC) OR the coroner or medical examiner (CME) report indicates that an opioid or other drug contributed to the overdose death.
  - b. “Personal identifiers” shall have the same meaning herein, as “Individually Identifiable Health Information” as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (45 CFR 160.103).
  - c. Data Elements means the data elements specified in section 2 below.
  - d. “Office Data” shall refer to the full data set provided by Office including personal identifiers.
  
2. **Data Access and Abstraction.** Periodically upon mutually agreeable dates and times, Office agrees to permit Lurie Children’s access to written or electronic files to abstract data elements specified by the CDC for the inclusion in the SUDORS and national unintentional opioid- and other drug-related death databases and for other authorized purposes of IDPH and/or CDC.
  - a. Office acknowledges that Office Data abstracted for the SUDORS database will be combined with data from additional sources, including law enforcement agencies, Illinois crime lab, and others to form a comprehensive database related to unintentional opioid- and other drug-related deaths in Illinois. The SUDORS database will be shared

with CDC for inclusion in its national unintentional opioid- and other drug-related death database which will be maintained by the CDC. The data elements from the SUDORS to be shared with CDC for this purpose will generally not include any personal identifiers. Notwithstanding the foregoing, the parties agree that Lurie Children's is authorized to share information containing personal identifiers with CDC upon IDPH approval.

- b. Subject to IDPH review and approval and execution of any required data use agreement between IDPH and a third party, third parties not described above may have access to Office Data contained in SUDORS that may or may not include case level data and/or personal identifiers. The Illinois Administrative Code provisions relating to the IRB and the IDPH process for reviewing third party requests is located at:  
<http://ilga.gov/commission/jcar/admincode/077/07701005sections.html>  
<http://www.dph.illinois.gov/data-statistics/irb>
- c. Office will provide Data on cases of unintentional opioid- and other drug-related deaths to Lurie Children's. Data transmission or delivery will begin on a mutually agreed upon date.
- d. Office will provide data elements as described below within limits of its data system and reports in its case files. Office Data elements shall include, but are not limited to:
  - i. Victim demographics including name, age (DOB), sex, address, town or city and zip code where decedent resided at the time of death, race/ethnicity, marital status, and/or other demographics as agreed upon, present in Office data, and recommended by CDC for inclusion in SUDORS.
  - ii. An incident narrative when present, however, any said incident narrative and any other information in pending unintentional opioid- and other drug-overdose death cases shall be given to Lurie Children's at the sole discretion of Office.
  - iii. Additional data elements related to the unintentional opioid- and other drug-related deaths including circumstance of incident, time/date of injury, time/date of death, alcohol or drug presence (suspected or toxicology), work-related, manner of death, place of death, suicide indicators if present, suspect/victim relationship if known, and abuse.
  - iv. For child fatalities, additional data elements, to be determined by CDC, consistent with state policy, laws and regulations.
  - v. Additional data elements related to unintentional opioid- and other drug-related deaths as agreed upon by Lurie Children's, Office, and CDC without modification of this contract.
- e. Lurie Children's will not abstract decedent's social security number, name, date of birth, or street address.
- f. Office is not obligated to disclose any data that is otherwise prohibited from disclosure by law.
- g. Office agrees to participate in regularly scheduled calls or meetings with Lurie Children's to provide input about needs and challenges of the project.

### 3. Lurie Children's Obligations.

- a. In consideration of CME's participation in SUDORS, Lurie Children's will pay CME according to the Payment Schedule attached as Exhibit A, which will be updated periodically by Lurie Children's to add new payments for the SUDORS project when additional funding for CME is approved by IDPH, CDC or other funding entity. Each

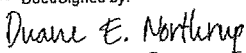
payment is contingent upon execution of this Agreement, and good faith compliance with CME's obligations in Sections 2(c), 2(d) and 2(g).

- b. Lurie Children's is authorized by IDPH to use the Office Data to: (i) describe of the number, frequency, and severity of unintentional opioid- and other drug-related deaths by Illinois county, over time; (ii) identify counties in Illinois with relatively high rates of unintentional opioid and other drug overdoses, which would then be targeted for enhanced prevention efforts; (iii) evaluate associations between circumstances, demographic and other factors, and the occurrence of unintentional opioid and other drug overdoses; (iv) issue reports and publications; and (v) any other purpose expressly authorized by IDPH
  - c. Lurie Children's will maintain data in a way that safeguards integrity of the data, confidential information, and other Office requirements consistent with the goals of the SUDORS and national projects and as required by state policy, laws and regulations.
  - d. Other than as described herein, no information identified including personal identifiers will be disclosed to a third party by Lurie Children's.
  - e. Lurie Children's will extract and maintain any database containing Office Data in a secure manner and limit access to those working on the project who understand the confidential nature of the Office Data and have agreed to confidentiality restrictions that apply.
  - f. Lurie Children's will make every effort to ensure that the data abstraction and transmission will not hinder or interfere with Office's primary work mission. Lurie Children's staff will make every effort to not disturb other Office activities.
  - g. Office will be provided with a copy of any abstracted data or data analysis developed as part of the project, upon request.
  - h. Office will be informed of any data publication and release, and the Office and data source will be acknowledged whenever appropriate.
  - i. Lurie Children's will notify Office within 30 days of expiration of the bona fide agency agreement with IDPH. Lurie Children's will terminate the agreement with Office if the agency agreement expires.
4. **Freedom of Information Act (FOIA)**. Office acknowledges that Lurie Children's is not a government agency and is therefore not subject to the Freedom of Information Act (FOIA) with respect to data. If Lurie Children's is asked to disclose data (that may include Office data) from the aggregated SUDORS database through such means as a Subpoena or Court Order, Lurie Children's shall refer those requests to IDPH for evaluation and direction prior to disclosing any data.
5. **Subpoena**. Notwithstanding any other provision of this Agreement, Lurie Children's may disclose Office Data in response to a valid subpoena or order of a court or other governmental body or as required by law or regulation; provided, however, that Lurie Children's promptly advises Office of the receipt of the order so that Office may seek a protective order or other legal means to challenge or limit the disclosure, and that Lurie Children's discloses only such information as is minimally necessary to comply with such subpoena, order, or legal requirement.
6. **Amendments**. Except for updates to the Payment Schedule described in section 3(a), which may be made by Lurie Children's unilaterally, the parties may amend this agreement at any time

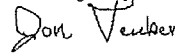
by mutual written agreement, and either party may terminate this Agreement upon thirty (30) days written notice to the other. Office acknowledges and agrees that in the event of early termination it will not be feasible to return or destroy any Office Data abstracted by Lurie Children's, and that Lurie Children's will continue to extend the protections of this Agreement to such abstracted Office Data. Both parties agree to modify the terms of this Agreement if required by the funding agency (CDC) or program developments, so long as changes are consistent with state agency policies, laws, regulations, resources and terms of the cooperative agreement.

7. The head of Office, such as Coroner or Chief of Police, or other designee, may participate in Advisory group meetings and/or technical retreats, whenever possible.

IN WITNESS WHEREOF, Office and Lurie Children's have caused this Agreement to be executed by their duly authorized representatives.

DocuSigned by:  
  
B4A8519F8F154B3 Duane E. Northrup  
Office: Champaign County Coroner

6/21/2019  
Date

DocuSigned by:  
  
6FC8C11D260D431...  
Director, Office of Sponsored Programs  
Ann & Robert H. Lurie Children's Hospital of Chicago

6/21/2019  
Date



**SHERIFF DUSTIN D. HEUERMAN  
CHAMPAIGN COUNTY SHERIFF'S OFFICE**

204 E. Main Street  
Urbana, Illinois 61801-2702  
(217) 384-1204

**Dustin D. Heuerman**

*Sheriff*

ph (217) 384-1205

**Chief Deputy**

**Shannon Barrett**

ph (217) 384-1222

fax (217) 384-1219

**Captain**

**Law Enforcement**

**Shane Cook**

ph (217) 384-1207

fax (217) 384-1219

**Captain/Jail Supt**

**Corrections**

**Karee Voges**

ph (217) 819-3534

fax (217) 384-1272

**Jail Information**

ph (217) 384-1243

fax (217) 384-1272

**Investigations**

ph (217) 384-1213

fax (217) 384-1219

**Civil Process**

ph (217) 384-1204

fax (217) 384-1219

**Records/Warrants**

ph (217) 384-1233

**TO: Kyle Patterson, Justice & Social Services Committee Chair**  
**FROM: Dustin D. Heuerman, Sheriff** *DH*  
**DATE: August 31, 2020**  
**SUBJECT: JAG Grant Approval/Acceptance**

Attached you will find an Intergovernmental Agreement (IGA) with the cities of Champaign and Urbana for JAG grant funding. This is an agreement that Champaign County has entered into each year for the last several years, with the exception of 2019. Because Champaign County is a subrecipient of this grant, with the City of Champaign being the primary recipient, an IGA is required.

The Champaign County Sheriff's Office is requesting the County Board approve the IGA so we can accept grant funding in the amount of \$3,231.48. These funds will help with our transition to the National Incident Based Reporting System (NIBRS) and will also help to offset the cost of gasoline for our patrol division. There is no matching requirement by the County for these funds.

I respectfully request the County Board approve this IGA.



**INTERGOVERNMENTAL AGREEMENT  
JAG PROGRAM**

**(City of Champaign, City of Urbana, and Champaign County)**

THIS AGREEMENT is made and entered by and among the City of Champaign, an Illinois Municipal Corporation ("Champaign"), City of Urbana, an Illinois Municipal Corporation ("Urbana"), and Champaign County, an Illinois Unit of Local Government ("County"), - (herein after collectively referred to as "the parties"), 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 Edward Byrne Memorial Justice Assistance Grant Program (JAG) is a partnership among federal, state, and local governments to create safer communities by improving the functioning of the criminal justice system; and

WHEREAS, the City of Champaign and Champaign County desire to apply for JAG funds to fund individual projects in the City of Champaign, Champaign County and the City of Urbana

NOW, THEREFORE, the parties agree as follows:

**Section 1. The Funds.** The parties acknowledge, as of the date of this Agreement, the total anticipated grant available to all parties is FIFTY-THREE THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$53,858.00).

**Section 2. Grant Disposition.** Proceeds from the grant shall be distributed by Champaign to Champaign County for funding individual local projects fitting into the JAG guidelines, in the amounts set forth in Exhibit A.

**Section 3. Lead Agency.** The City of Champaign is hereby designated the Lead Agency for this Agreement. Responsibilities shall include leading the application process for the JAG funds, accepting any and all funds awarded through the JAG program, establishing a trust fund in which to deposit the funds received through the JAG program, and preparing required reports.

**Section 4. Representative; Information Requirements.** The City of Champaign shall designate one representative to fulfill the requirements of this Agreement. The representative shall exercise due diligence in providing any and all information necessary or convenient for the performance of the duties required by Champaign in Section 3 above, including submitting the JAG application and preparation of performance measures and program assessment data.

**Section 5. Fund Restriction.** The parties agree that no funds will be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety, and that the funds will not supplant existing budgeted funds.

**Section 6. Liability.** Nothing in the performance of this Agreement shall impose any liability for claims against any party other than claims for which liability may be imposed by the

Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain any rights by virtue of this Agreement.

**Section 7. Amendments.** Amendments to this Agreement shall be made in writing and signed by all parties. In the event the amount of funds received is different from the amount set forth in Section 1, the parties shall exercise principles of good faith and fair dealing to amend Exhibit A in a manner consistent with the principles of this Agreement and in accordance with all JAG program requirements. Such amendments may be entered into by the chief administrative officers of Champaign, Urbana, and County.

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

CITY OF CHAMPAIGN

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      CB 2020-\_\_\_\_\_

\_\_\_\_\_  
State's Attorney

CITY OF URBANA

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney      CB 2020-\_\_\_\_\_

**EXHIBIT A**  
**(City of Champaign, City of Urbana, and Champaign County)**

**JAG AWARD DISPOSITION**

The 2020 JAG funds will be distributed to the Champaign Police Department to fund individual projects meeting the guidelines of the JAG grant.

Champaign Police Department	\$41,009.38
Champaign County Sheriff's Office	\$ 3,231.48
Urbana Police Department	\$ 9,617.14
<b>TOTAL</b>	<b>\$53,858.00</b>

**SETTLEMENT AGREEMENT & GENERAL RELEASE**

Now come the County of Champaign, an Illinois political body (“County”), the University of Illinois Foundation (“Foundation”), and William Sturtevant individually and as Trustee of the Jack C. Richmond Trust Under Agreement Dated August 22, 1989 (“Trust”) who enter into this Agreement effective this \_\_\_ day of \_\_\_\_\_, 2020.

WHEREAS, the Trust was originally established by Jack C. Richmond to provide for his care and his wife’s care during their lifetimes and to then provide for various charitable distributions after their deaths; and

WHEREAS, there were various amendments to the original Trust reflecting various revisions, amendments, and restatements; and

WHEREAS, a document entitled “FIFTH RESTATEMENT AND/OR AMENDMENT TO DECLARATION OF TRUST” dated March 22, 2005 revoked prior amendments and restatements and restated the terms of the Trust in entirety (“5<sup>th</sup> Restatement”); and

WHEREAS, the 5<sup>th</sup> Restatement provided for distributions (at death) of \$20,000.00 each to the Champaign County Farm Bureau Foundation and the First Presbyterian Church of Champaign, payment to Foundation of \$4,400,000.00 and, if funds remained, up to \$400,000.00 to County with any additional remainder being paid to Foundation; and

WHEREAS, the Trust was further amended by a document entitled “SIXTH RESTATEMENT AND/OR AMENDMENT TO DECLARATION OF TRUST” dated May 9, 2008 (“6<sup>th</sup> Amendment”); and

WHEREAS, the 6<sup>th</sup> Amendment additionally provided for the distribution to County of \$44,000.00; and

WHEREAS, the remaining principal balance of the Trust contained an amount which far exceeded the total of the specific distribution amounts provided in the 5<sup>th</sup> Restatement and the 6<sup>th</sup> Amendment; and

WHEREAS, the Successor Trustee was aware and made the \$44,000.00 payment to County provided by the 6<sup>th</sup> Amendment. The Successor Trustee was unaware of the provision for a \$400,000.00 distribution to the County with that amount included in payment to the Foundation of the remaining balance; and

WHEREAS, the parties have reached this Agreement whereby Foundation shall make payment to County the sum of \$400,000.00 with the parties releasing one another all as provided herein.

NOW, THEREFORE, in consideration of their mutual covenants the parties hereby agree as follows:

1. The foregoing recitals are hereby incorporated and are part of this Agreement.
2. Foundation agrees to make payment to County the sum of \$400,000.00 within thirty (30) days of the full execution of this Agreement. County agrees to accept said payment and Trust consents to such payment.
3. County hereby releases Trust, William Sturtevant individually and as Trustee, and the estates of Jack C. Richmond and Marjorie L. Richmond from any and all claims relating to or arising from Jack C. Richmond, Marjorie L. Richmond, their respective estates, and any of their respective Intervivos Trusts.
4. Trust hereby releases County from any and all claims relating to or arising from Jack C. Richmond, Marjorie L. Richmond, their respective estates, and any of their respective Intervivos Trusts.
5. Foundation hereby releases County, Trust and William Sturtevant from any and all claims relating to or arising from Jack C. Richmond, Marjorie L. Richmond, their respective estates, and any of their respective Intervivos Trusts.
6. William Sturtevant hereby releases County and Foundation from any and all claims relating to or arising from Jack C. Richmond, Marjorie L. Richmond, their respective estates, and any of their respective Intervivos Trusts.
7. Trust, County and William Sturtevant hereby release Foundation from any and all claims relating to or arising from Jack C. Richmond, Marjorie L. Richmond, their respective estates, and any of their respective Intervivos Trusts.
8. **Construction of Agreement.** The language of this Agreement shall not be construed for or against any party. The parties acknowledge that they have all participated in the drafting of this Agreement, and the language of all parts of this Agreement shall in all cases be construed as whole, according to its fair meaning, and the parties further agree that the rule of construction of contracts resolving ambiguities against the drafting party shall be inapplicable to this Agreement. The headings used herein are for reference only and shall not affect the construction or interpretation of this Agreement.
9. **Sole Agreement.** This Agreement represents the sole and entire Agreement between the parties and supersede all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel. This document is intended to be final and binding amongst the parties hereto, and the parties warrant and represent to one another that no promises, inducements, representations or warranties, oral or written which are not expressly set forth herein this document, have been, or will be claimed to have been relied upon in entering into the Settlement Documents, or in making the settlement, releases or agreements provided for herein.
10. **Counterparts.** This Agreement must be in writing and signed by duly authorized representatives of the parties, and may be executed in counterparts and signatures exchanged

electronically or by facsimile, each of which shall be deemed an original and all of which together shall constitute one and the same documents.

**11. Governing Law and Jurisdiction.** This Agreement is to be governed under and be construed pursuant to the laws of the State of Illinois without giving effect to its conflict of laws provisions. Furthermore, the parties agree that the action or proceeding brought to enforce or declare rights arising out of or relating to this Agreement will be brought exclusively in the State or Federal courts located in the County of Champaign, Illinois. The parties further consent to the jurisdiction of said courts and waive any claims of forum non conveniens or any other claims relating to venue.

**12. Authority; No Violation.** The undersigned individuals execute this Agreement on behalf of the respective parties; and each of the parties, and the undersigned individuals warrant and represent that the undersigned individuals are authorized to enter into and execute this Agreement on behalf of the respective parties. Each of the parties represents and warrants that it has all due authority to enter into this Agreement and that neither the entry into this Agreement nor the performance thereof violates any law or court order to which it is subject, any of its constitutive documents or any contract to which it is already a party.

**13. Successors and Assigns.** This Agreement will be binding upon the parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

**14. Severability.** If any provision of this Agreement is found to be void, voidable, illegal, invalid, or otherwise unenforceable, then the remainder of the Agreement nevertheless shall remain in full force and effect, and, to the extent reasonably possible, the parties shall replace the unenforceable provision with an enforceable provision that most closely approximates the intent of the unenforceable provision. The releases provided in this Agreement are effective immediately upon the Effective Date.

**15. Voluntary and Informed Agreement.** The parties acknowledge that they have been represented by independent counsel of their choice throughout all negotiations related to this Agreement and its execution. The parties expressly acknowledge that they have neither received nor relied on the advice of any other party to this Agreement or any of its agents, representatives or employees with regard to any federal and/or state tax consequences of this settlement. The parties represent that they have read and have fully understood all of the provisions of this Agreement, that they have had sufficient and reasonable time and opportunity to discuss all aspects of this Agreement with their counsel, and that they are entering into this Agreement voluntarily, freely and with full consent.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS THEREOF, the parties have executed this Settlement Agreement and General Release on the dates indicated below effective as of the Effective Date.

County of Champaign

University of Illinois Foundation

By: \_\_\_\_\_  
Duly Authorized Representative

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

William Sturtevant

\_\_\_\_\_  
Individually and as  
Trustee of the Jack C. Richmond  
Trust U/A/D August 22, 1989

Date: \_\_\_\_\_