

RESOLUTION 12-1

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

WHEREAS, under this authority, beginning in the year 2000, and pursuant to the terms of numerous intergovernmental agreements between Sangamon County and the City of Springfield, the Sangamon County Department of Public Health was designated as the supervising and administrative agent to administer and oversee: (a) all animal control functions as defined in the Illinois Animal Control Act, the County Code, and the City Code; and (b) boarding services, and the City agreed to pay the County for these services provided to the City by the Department; and

WHEREAS, the current intergovernmental agreement's term expires on February 28, 2021; and

WHEREAS, as it is in the best interest of the City and the County that the County, through the Department, continue to provide animal control services and animal boarding services to the City, the parties have been negotiating the terms for a new agreement for over a year; and

WHEREAS, the time for further negotiations has expired, and the County has determined that the only agreement (i.e., the County will not consider counterproposal, proposed amendments, and the like) the County will enter into with the City concerning providing future animal control services is that agreement entitled INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANGAMON AND THE CITY OF

FILED

FEB 05 2021

Don J. Hays
Sangamon County Clerk

SPRINGFIELD REGARDING ANIMAL CONTROL SERVICES (branded as JAN 26 2021 Animal Control Services IGA) which is attached hereto.

NOW THEREFORE BE IT RESOLVED:

1. The Sangamon County Board authorizes the execution of the INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANGAMON AND THE CITY OF SPRINGFIELD REGARDING ANIMAL CONTROL SERVICES (branded as JAN 26 2021 Animal Control Services IGA) (hereinafter "approved agreement") attached hereto and its presentment to the City of Springfield for its consideration;

2. No proposed amendments by the City to the approved agreement shall be considered by the County;

3. If it chooses to accept the approved agreement, the City may do so only by providing an original of the approved agreement executed by the City's authorized representative to the County on or before by February 24, 2021; and

3. If the City does not accept the approved agreement, the County will cease providing animal control services and animal boarding services to the City upon the termination of the existing contract.

Chairman, Sangamon County Board

ATTEST:

County Clerk

RECEIVED
2660

FEB 2 2021

Andy Goleman
SANGAMON COUNTY AUDITOR

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF SANGAMON AND THE CITY OF SPRINGFIELD
REGARDING ANIMAL CONTROL SERVICES**

This Agreement is entered into by Sangamon County (hereinafter the "County") and the City of Springfield (hereinafter the "City") for animal control services.

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provide that public agencies may exercise their powers jointly to provide and obtain services; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) allows public agencies to enter into intergovernmental contracts to perform any governmental services which any of the public agencies entering into the contract is authorized by law to perform, provided such contract is approved by the governing body of each party to the contract; and

WHEREAS, the County and the City are each a "public agency" as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, both the County and the City are authorized to provide animal control services within their respective jurisdictions; and

WHEREAS, beginning in the year 2000, pursuant to the terms of numerous intergovernmental agreements, the Sangamon County Department of Public Health (hereinafter the "Department") was designated as the supervising and administrative agent to administer and oversee: (a) all animal control functions as defined in the Illinois Animal Control Act, the County Code, and the City Code; and (b) boarding services, and the City agreed to pay the County for these services provided to the City by the Department; and

WHEREAS, it is in the best interest of the City and the County that the County, through the Department, continue to provide animal control services and animal boarding services to the City.

WHEREFORE, it is agreed as follows:

1. The term of this agreement is March 1, 2020, through February 28, 2023.
2. During the term of this agreement, the Department will provide animal control services concerning animals located within the corporate boundaries of the City, to include:
 - (a) enforcement and prosecution of violations of the City's Animal Control Ordinance;
 - (b) responding to requests for animal control services from City residents and the Springfield Police Department;
 - (c) operating its animal control services with the extended hours of 8:00 a.m. to 8:00 p.m. Monday through Saturday, except on legal holidays recognized by the Department, with the City acknowledging that pursuant to the County's collective bargaining agreement, it will require a two-week notice to implement the new work schedule; and
 - (d) ensuring that when a Springfield Police Officer requests 911 to connect any Springfield Police Officer to a Department animal control officer, 911 complies with that request.
3. The City shall make the following payments to the Department:
 - (a) For services provided by the Department from March 1, 2020 through February 28, 2021, the City agrees to pay the Department the amount of \$303,289.24, payable

by February 26, 2021. This fee covers actual animal control officer response (\$148,811.78), boarding costs (\$87,112.20), euthanasia (\$23,675.60), and disposal (\$43,689.66) for calls and animals impounded in the most recently completed City Fiscal Year;

(b) For services provided by the Department from March 1, 2021, through February 28, 2022, the City shall, by May 1, 2021, provide the Department with a single payment of a monetary sum equal to the actual animal control officer response costs, plus boarding costs, plus euthanasia cost, plus disposal costs for calls and animals impounded in the March 1, 2020—February 28, 2021 City Fiscal Year; and

(c) For services provided by the Department from March 1, 2022, through February 28, 2023, the City shall, by May 1, 2022, provide the Department with a single payment of a monetary sum equal to the actual animal control officer response costs, plus boarding costs, plus euthanasia cost, plus disposal costs for calls and animals impounded in the March 1, 2021—February 28, 2022 City Fiscal Year.

4. Attached hereto as Exhibit A is the City Fee Schedule setting forth the fees the Department shall charge City residents for providing services pursuant to this agreement. Sixty days prior to the effective date of any change to any part of the City's Animal Control Ordinances (which includes the City Fee Schedule), the City shall give the County written notice of the change.
5. Attached hereto as Exhibit B is the County Fee Schedule the Department shall charge the City for animal control services provided pursuant to this agreement. If the County revises the County Fee Schedule, sixty days prior to the date any revised fee

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is to become effective, the County shall provide the City with written notice of the revised County Fee Schedule.

- 6. In addition to the fees set forth in Paragraph 4, the County shall charge the City a \$75 fee for each after hour response for a humane investigation effective with services provided March 1, 2020 forward.
- 7. Sangamon County will provide training opportunities for animal control personnel whenever relevant, professional training is available provided that such training is not inordinately cost prohibitive and does not interfere with the daily operations of the Animal Control & Adoption Center. Training documentation for the most recently completed City Fiscal Year is included as Exhibit C to this contract.
- 8. Sangamon County shall provide an annual report to the City of Springfield by May 1st following the City's fiscal year end close date of February 28, 2021 and 2022. The annual report shall include updates to data on calls for service, boarding days, and other services provided under this agreement.
- 9. Either party may terminate this agreement at any time by providing the other party with 45-days written notice of its decision to terminate this agreement.

County of Sangamon

City of Springfield

By: _____
County Board Chairman

By: _____
Mayor

Date: _____

Date: _____



FEB 2 2021

Andy Goleman
SANGAMON COUNTY AUDITOR

Exhibit A

Fees and Fines Exclusive to Violations of the City of Springfield Code

§ 91.06. – Inoculation to be performed by licensed veterinarian; issuance of certificate.

(d) Any person convicted of violating this section shall be fined \$150 for the first offense, \$500 for the second offense and \$1,000 for each offense thereafter.

§ 91.15. – Restraint of dogs and other animals.

(b) Any person convicted of violating this section shall be fined \$75 for first violation and \$150 for each violation thereafter.

§ 91.18. – Biting animals.

(b) The owner or keeper of any animal that bites or attacks a person or another animal without provocation shall be fined \$175 for the first violation and \$1,000 for second and subsequent violations. Third and subsequent violations will result in prohibition of ownership of an animal for a two-year period.

§ 91.21. – Cruelty to animals.

(c) Any person convicted of a violation of this section shall be fined \$1,000 for the first offense. If the person convicted of the violation is the owner, the \$1,000 shall be paid before the animal can be released. Subsequent violations of this section shall result in prohibition of ownership of an animal for a two-year period.

§ 91.22. – Animal fighting.

(b) Any person convicted of a violation of this section shall be fined \$1,000. If the person convicted of the violation is the owner, violations of this section shall result in prohibition of ownership for a two-year period.

§ 91.30. – Interference with enforcement.

(b) Any person convicted of a violation of the provisions of this section will be fined not less than \$100 nor more than \$500.

§ 91.31. – Impoundment of animals which have bitten persons.

(c) After having been notified that his animal has bitten or otherwise injured any person, the owner or keeper thereof shall not, under any circumstances, permit such animal to be outside of his premises except on a leash with a responsible adult until the procedures prescribed in subsections (a) and (b) of this section have been completed. Failure of the owner or keeper of an animal impounded or to be impounded in accordance with this section or comparable section of state law to adhere strictly to the provisions of this division shall be punished by a fine of not less than \$100 nor more than \$500. The provision of this section shall be a positive duty of the owner or keeper and the offense described herein shall be a strict liability offense.

§ 91.33. – Redemption of impounded animals.

(c) The impounding fees for each animal that is impounded within a two-year period shall be as follows:

- (1) \$50 for first offense
- (2) \$150 for second offense
- (3) \$500 for third and subsequent offenses.

§ 91.125. – Removal of excrement.

(b) Any person convicted of a violation of this section shall be fined \$100 for the first offense and \$150 for second and subsequent offenses within a two-year period.

§ 91.999. - Penalty.

Any person found in violation of any sections of this chapter, shall be fined not less than \$200 for the first violation, \$400 for the second violation and \$800 for the third and subsequent violation, unless a different fine is provided in the particular section. Each day during which a violation continues beyond the specified time for correction shall constitute a separate punishable offense.

Fees Currently Charged for Violations of City of Springfield Code Based on the Sangamon County Code in Conflict with 91.33 of the City of Springfield Code

Impoundment Fee, First	\$102*
Impoundment Fee, Second	\$155
Impoundment Fee, Third & Subsequent	\$515

*Beginning 12/01/2019 through 05/31/2020, Sangamon County has lowered the Impoundment Fee, First to \$50.00. Impact will be evaluated for the future.

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Exhibit B

County Fee Schedule

Charges for Animal Control Services

Animal Control Calls	\$64.87
Boarding Nights	\$59.26
Euthanasia Services	\$31.40
Disposal Services	\$35.87

Exhibit C

Sangamon County Animal Control Training Record

3/1/19 to 2/29/20

March 2019

Basic Investigations – Lt Audie Prange, SCSO

- Cole Hibbs
- Marissa Lesko
- Greg Largent
- Melissa Calhoun
- John Moore
- Buddy Blackmon

April 2019

Essential Animal Control – Illinois Animal Control Association

- Buddy Blackmon

December 2019

TASER Certification - SCSO

- Buddy Blackmon

February 2020

Service Animals and the ADA - Rocky Mountain ADA Center – Online Training Course

- Cole Hibbs
- Marissa Lesko
- Melissa Calhoun
- John Moore
- Buddy Blackmon