



## MEMORANDUM

**TO:** Mayor Laurel Lunt Prussing and Members of the Urbana City Council  
**FROM:** William R. Gray, Public Works Director  
Jason Arrasmith, Environmental Compliance Officer  
**DATE:** June 17, 2010  
**RE:** Encephalitis Agreement Update

### Introduction

Following the decision by the University of Illinois to discontinue mosquito abatement and treatment services through the Natural History Survey, the City of Urbana, City of Champaign and Village of Savoy have began discussions with the Champaign-Urbana Public Health District (C-UPDH) to provide the services.

### Background

Since the 1970's, the City of Urbana has participated in an encephalitis program. Originally, this was in response to the outbreak of the St.Louis encephalitis. In FY92/93, the City of Urbana joined with the City of Champaign, and the University of Illinois to pay the Natural History Survey for mosquito abatement and control. In March 2010, the University of Illinois informed the other partners, which now includes the Village of Savoy, that the University would not longer provide mosquito abatement and control services through the Natural History Survey.

The Cities of Urbana and Champaign and the Village of Savoy have reached an agreement for an abatement and treatment program through C-UPHD. At present, the agreement has been approved by the C-UPHD Board of Directors.

### Recommendation

To provide mosquito abatement and treatment services for the City of Urbana, staff recommends that Council approves "A Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Urbana, the City of Champaign, the Village of Savoy, and the Champaign-Urbana Public Health District for the *Culex* Mosquito Prevention Program."

### Fiscal Impact

Under this agreement, Urbana 's share for FY 10/11 *Culex* Mosquito Prevention Program will be \$24,114, which falls within the amount proposed in the budget (\$25,870), so there will be no need to increase the budget line item.

Attachments: Resolution  
Agreement

RESOLUTION NO.2010-06-019R

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF URBANA, THE CITY OF CHAMPAIGN, THE VILLAGE OF SAVOY, AND THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT FOR THE CULEX MOSQUITO PREVENTION PROGRAM**

**WHEREAS**, the City of Urbana has a population of more than 25,000 and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970 and 65 ILCS 5/1-1-10; and

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et. seq.*) and Article VII, §10 of the Constitution of the State of Illinois both authorize the above-referenced public entities to contract with one another to perform and share services in any manner not prohibited by law; and

**WHEREAS**, the Cities, the Village, and the District wish to safeguard against the spread of the West Nile virus and St. Louis encephalitis; and

**WHEREAS**, the Cities, the Village, and the District wish to prevent and abate the breeding sites for mosquitoes;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS**, as follows:

**Section 1.** That the **INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT, THE CITY OF CHAMPAIGN, THE CITY OF URBANA AND THE VILLAGE OF SAVOY FOR THE CULEX MOSQUITO PREVENTION PROGRAM**, in substantially the form of the copy of said Agreement, attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.** That the Mayor of the City of Urbana, Illinois be, and the same is, hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois be, and the same is, hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.** That the Mayor is authorized to take such actions as are required of the City under the Agreement.

PASSED by the City Council this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT,  
THE CITY OF CHAMPAIGN,  
THE CITY OF URBANA  
AND  
THE VILLAGE OF SAVOY  
FOR THE  
CULEX MOSQUITO PREVENTION PROGRAM

This Intergovernmental Agreement is made between the Champaign-Urbana Public Health District, (hereinafter "CUPHD") the City of Champaign, (hereinafter "Champaign"), the City of Urbana (hereinafter "Urbana") and the Village of Savoy, (hereinafter "Savoy") pursuant to the authority granted by their respective governing bodies, in consideration of the following mutual covenants and conditions:

1. This Agreement is made pursuant to the authority granted by the governing bodies of each party and to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., specifically paragraphs 220/3 and 220/5; the Public Health District Act, 70 ILCS 905/0.01, et seq., specifically paragraph 905/17(11); and the Illinois Constitution of 1970, Article VII, Section 10.

2. The purpose of this Agreement is to provide a *Culex* Mosquito Prevention Program for Champaign, Urbana and Savoy which formerly was provided by the Natural History Survey of the State of Illinois pursuant to a contract which has terminated.

3. The CUPHD will:

a. Provide surveillance for West Nile virus (WNV) and Saint Louis encephalitis (SLE) by a) testing *Culex* mosquitoes, b) testing up to five (5) dead crows, blue

jays and other birds for WNV, and c) performing epidemiological investigations of any human cases.

b. Provide a *Culex* mosquito vector prevention program to include a) treating catch basins on city property (up to 2x per season), b) conducting surveys to locate mosquito breeding sites, and c) applying mosquito larvicide, as needed, to abate mosquito breeding sites.

c. Investigate citizens' complaints regarding mosquitoes. If no voluntary compliance, then refer complaint abatement or enforcement to the proper authority with jurisdiction.

d. Provide public information and education activities, including press releases, about the program and any positive tests.

e. Answer any citizens' inquiries about the program and what they can do about mosquito management on their property.

f. Purchase equipment and supplies for all aspects of the program, including mosquito traps, larvicides, application equipment, and WNV/SLE test kits.

g. Train and supervise personnel hired for this program including any training or licenses required to apply mosquito larvicides. Provide support and administrative services including an Illinois Department of Agriculture licensed Mosquito Applicator.

h. Provide program transportation needs.

i. Provide a monthly activity report.

4. The annual expenses of the CUPHD for the program are estimated to be as follows:

Personnel services	\$57,000
Operating chemicals	5,000
Transportation	5,000
Equipment	1,400
Training	600
Education materials	500
Job announcement	300
Office supplies	100
Other	100
Total	\$70,000

The annual expenses are being prorated for the period of this contract to a total of \$50,401.

5. In addition to the foregoing expenses, there will be additional expenses if there is a West Nile virus or Saint Louis Encephalitis virus outbreak of human cases requiring emergency action.

6. The CUPHD will provide the following in-kind contribution without charge to the other parties to this Agreement:

Rapid Analyte Measurement Platform (RAMP) reader and test kits (value \$6,800)  
Some surveillance traps (value \$1,000)  
Office space, information technology support and communication

7. The actual expenses of the program shall be divided by among Champaign, Urbana and Savoy as follows: Champaign - \$30,744; Urbana - \$16,057; Savoy - \$3,600.

8. All equipment and supplies shall be purchased by and shall be the property of the CUPHD .

9. The CUPHD shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Champaign, Urbana, Savoy, and any agents, officials or employees of said municipalities, from and against all claims, liabilities, judgments or costs for damages to property or injuries to persons, including but not limited to those resulting in death,

that in any way result from or arise out of UCPHD's performance pursuant to this agreement.

10. CUPHD shall shall maintain the following types of insurance with companies qualified to do business in Illinois, rated A-VIII or better in the current A.M. Best key rating guide. Prior to commencing work under this contract, Vendor shall provide the City with insurance certificates evidencing such coverage

**Commercial general liability insurance (CGL)** Vendor shall maintain CGL with a limit of not less than \$1,000,000 each occurrence. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, personal and advertising injury, and liability assumed under an insured contract. The Cities of Champaign and Urbana, the Village of Savoy, and the officers and employees of said municipalities shall be included as insured under the CGL, using ISO additional insured endorsement 20 26 or substitute providing equivalent coverage. The insurance shall apply as primary insurance with respect to any other insurance or self insurance programs afforded to the City. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively if the CGL states that it is excess or

pro rata, the policy shall be endorsed to be primary with respect to the additional insured. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract.

11. This Agreement shall be in effect upon its approval by the governing bodies of all parties and it shall terminate December 31, 2010.

12. The payments by Champaign, Urbana and Savoy will be made as follows: Champaign - \$15,744 by July 15, 2010, and \$15,000 by August 13, 2010; Urbana - \$8,057 by July 15, 2010, and \$8,000 by August 13, 2010; Savoy - \$3,600 by July 15, 2010.

13. The foregoing constitutes the entire agreement and no oral statement made before, on or after the date of execution of this agreement is binding on any party.

CHAMPAIGN-URBANA PUBLIC  
HEALTH DISTRICT

CITY OF CHAMPAIGN

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

CITY OF URBANA

VILLAGE OF SAVOY

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_