

RESOLUTION NO. 2122-104

East Peoria, Illinois

_____ , 2022

RESOLUTION BY COMMISSIONER _____

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY AND THE COUNTY OF TAZEWELL FOR ANIMAL AND RABIES
CONTROL SERVICES**

WHEREAS, Tazewell County, Illinois (hereinafter referred to as the "County") has offered to provide animal and rabies control services to the City of East Peoria, Illinois (hereinafter referred to as the "City"); and

WHEREAS, the current agreement for animal control services between the City and the County expires December 31, 2021; and

WHEREAS, it is in the best interests of the City to enter into a new agreement with the County in substantially the form attached hereto labeled as "Exhibit A" (hereinafter referred to as the "Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST PEORIA, TAZEWELL COUNTY, ILLINOIS, THAT the agreement in substantially the form attached hereto is approved. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City together with such changes therein as the Mayor in his discretion deems appropriate; provided, however, that the Agreement shall not be binding upon the City until an executed original thereof has been delivered to the County.

APPROVED:

Mayor

ATTEST:

City Clerk

Tazewell County

Animal Control

Libby Aeschleman
Tazewell County
Animal Control Director

21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
Phone: 309-925-3370
Fax: 309-925-3633



January 1, 2022

City of East Peoria
401 W. Washington
East Peoria, IL 61611

Please find the enclosed Intergovernmental Agreement for Animal & Rabies Control services for 2022. Tazewell County proposes a continuation of the contract at the 2021 rate.

Please feel free to contact me if you have any questions or concerns regarding the contract or Animal Control services.

I look forward to your correspondence.

Sincerely,

Libby Aeschleman
Director, Animal Control
Tazewell County
Office: 309-925-3370
Desk: 309-929-0350

INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1ST day of JANUARY, 2022, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the CITY OF EAST PEORIA, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$29,327.04, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a.) a person in immediate danger of an animal; b.) sick or injured domestic animals running at large; c.) sick or injured wild animals; d.) aggressive animals running at large; e.) animal bite reports; f.) providing necessary assistance to police, fire or EMS agencies; g.) wildlife present in the living quarters of a home/apartment/business; however removal of such wildlife from attics, walls or closed interior areas of a building of any kind is not provided by Tazewell County Animal Control; h.) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car.)
5. Emergency calls shall be placed by the CITY authorities or a citizen of the Municipality to either the Sheriff's Office (346-4141) or the Tazewell County Animal Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Officer who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols in the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal Control facility.
9. The County shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal & Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1ST day of JANUARY, 2022 and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first note.

PASSED this ____ day of _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL CONTROL:

Director

Annual Amount: \$29,327.04

Monthly Amount: \$2,443.95