

## AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2017, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the City of Peoria, a municipal corporation, (hereinafter "CITY").

**WHEREAS**, the CITY is in need of an animal control program; and

**WHEREAS**, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

**WHEREAS**, the COUNTY and the CITY desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

**NOW, THEREFORE**, upon mutual promises one to the other, the COUNTY and the CITY agree as follows:

### **I. DUTIES OF THE COUNTY**

- A. The County shall provide those services listed in the Full Service Model, attached hereto and incorporated herein by reference as Exhibit A.
- B. The COUNTY shall respond to calls regarding and pick up animals running at large within the CITY limits during the regular operating hours of Animal Control Officers. The COUNTY shall establish criteria for handling requests for service after regular operating hours.
- C. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the CITY's animal control ordinance.
- D. The COUNTY shall impound all animals delivered to PCAPS by the CITY for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fee.
- E. The COUNTY shall notify the known owner of any animal impounded from the CITY by phone or mail of time and date of impoundment.
- F. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.
- G. The COUNTY shall provide the CITY with an annual report describing the number of animals impounded and the disposition of each.
- H. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

- I. The COUNTY shall establish a Restricted Donations Fund expressly for the purpose of receiving bequests whose intent is to maintain or make capital improvements to the Peoria Animal Welfare Shelter.
- J. The COUNTY shall operate, maintain and staff the Peoria County Animal Protection Service.

**II. DUTIES OF THE CITY**

- A. The CITY shall pay to the COUNTY a total sum equal to Two Dollars (\$2.00) per capita for year 2017 based on the CITY's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2017, the most recent US Census data, presents the CITY's population at one hundred fifteen thousand seventy (115,070), which equates to a total sum of Two Hundred Thirty Thousand One Hundred Forty Dollars (\$230,140) in 2017.
- B. The CITY shall designate the COUNTY, PCAPS and the City of Peoria as the CITY's authorized delegates for purposes of enforcing the CITY's Animal Control Ordinance.
- C. The CITY shall adopt the COUNTY's or the City of Peoria's animal control ordinance as the CITY's ordinance for purposes of enforcement.
- D. The CITY acknowledges that PCAPS Animal Control Officers shall have full authority to enforce the City's Animal Control Ordinance within the City limits.
- E. The CITY shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.
- F. The CITY shall retain its one-third (1/3) ownership interest in the premises, and the buildings located thereon, which are legally described as follows:

Part of the 24 foot strip of land deeded to the City of Peoria by the Illinois-Iowa Power Company on June 27, 1948, lying between Perry Avenue (formerly Springdale Cemetery Road) and Lots 33 and 34 in Birket's Addition to Averyville (now City of Peoria), being a Resurvey and Subdivision of J. C. Birket's Subdivision of Lot 2 of John Birket's Subdivision of the Southeast Quarter of Section 34, Township 9 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois more particularly bounded and described as follows:

Beginning at the northwesterly corner of said Lot 34; thence southerly and

southeasterly, along the westerly lines of said Lots 34 and 33, a distance of 332 feet, more or less to the most southerly corner of said Lot 33; thence southwesterly, along the extended southeasterly line of said Lot 33, to a point on the easterly line of Perry Avenue, also being the westerly line of said 24 foot strip of land; thence northwesterly and northerly, along the easterly line of Perry Avenue, coincident with the westerly line of the said 24 foot strip of land, to the intersection of the northerly line of said Lot 34 extended westerly; thence easterly, along the extended northerly line of said Lot 24, a distance of 24 feet to the Point of Beginning, containing 7992 square feet or 0.184 acre, more or less.

PIN No. 14-34-426-008

Commonly known as: 2600 NE Perry Avenue, Peoria, Illinois.

- G. The parties acknowledge that their interests in the aforementioned real estate are as follows: the CITY, the County and the PEORIA HUMANE SOCIETY have record legal title to the property virtue of a Quit Claim Deed dated September 10, 1999 and recorded with the Peoria County Recorder of Deeds on September 29, 1999 as Document 99-36524.

### **III. TERM AND TERMINATION**

- A. The term of this agreement shall be from January 1, 2017 through December 31, 2017. Thereafter, this Agreement may automatically be renewed for one year terms upon the mutual, written agreement of both parties.
- B. This Agreement may be terminated by either party, with or without cause, by giving at least ninety (90) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the CITY shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.

### **IV. NOTICES**

- A. All notices to the COUNTY shall be sent by certified mail to:

Director of Animal Control  
Peoria County Animal Protection Service  
2600 NE Perry  
Peoria, IL 61603

- B. All notices to the CITY shall be sent by certified mail to:

City Manager  
City of Peoria

419 Fulton Street  
Peoria, IL 61602

**V. INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the CITY shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

**VI. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

**VII. SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

**VIII. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

CITY OF PEORIA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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