

Item #3:

**Resolution Approving Revised Agreement With Lake County Re:
Animal Care & Control**

VILLAGE OF LONG GROVE
RESOLUTION NO. 2016-R-___

**AN RESOLUTION AMENDING AN ANIMAL/RABIES CONTROL
FEE SCHEDULE AND APPROVING A FEE FOR SERVICE
AGREEMENT WITH THE LAKE COUNTY HEALTH DEPARTMENT**

WHEREAS, Article X of the Lake County Board of Health Ordinance, entitled "Animal/Rabies Control" ("**Article X**"), defines procedures for dealing with the prevention and control of human and animal rabies to protect the health and safety of the people of Lake County and the general public; and

WHEREAS, pursuant to Section 1801.1 of Article X, the Lake County Board of Health ("**LCBH**") is authorized to enter agreements with municipalities to effectuate Article X; and

WHEREAS, the Village has previously entered an agreement with LCBH (the "**Prior Agreement**") and amended the Village Code to maintain Village regulations consistent with Article X; and

WHEREAS, LCHD desires to replace the Prior Agreement as a condition for continued animal control services as set forth on Exhibit A attached hereto (the "**Service Agreement**"), which Service Agreement is premised on revised "Municipal Contract Service Fees" as set forth on Exhibit B attached hereto (the "**LCHD Fee Schedule**"); and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents (i) to approve the Service Agreement, and (ii) to replace the previously adopted Animal/Rabies Control Fee Schedule with the LCHD Fee Schedule;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Long Grove, County of Lake, State of Illinois, as follows:

SECTION ONE. **Recitals.** The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION TWO. **Adoption of LCHD Fee Schedule.** The President and Board of Trustees hereby repeal the Animal/Rabies Control Fee Schedule approved in Section Three of Ordinance No. 2008-O-32 and adopts the LCHD Fee Schedule as set forth in Exhibit B attached to this Resolution.

SECTION THREE. **Approval of Service Agreement with Lake County Health Department.** The Service Agreement between the Village and the Lake County Health Department in substantially the form attached hereto as Exhibit A, is hereby approved. The Village Board authorizes the Village Manager to execute such agreement on behalf of the Village.

SECTION FOUR. **Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this ___th day of November, 2016

AYES:

NAYS:

ABSENT:

APPROVED this ___th day of November, 2016.

Village President

ATTEST:

Village Clerk

EXHIBIT A

SERVICE AGREEMENT WITH LCHD

**LAKE COUNTY HEALTH DEPARTMENT
AND COMMUNITY HEALTH CENTER
ANIMAL CARE AND CONTROL PROGRAM**

FEE FOR SERVICE AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the **LAKE COUNTY BOARD OF HEALTH** (hereinafter referred to as “The Board of Health,” and the **CITY/VILLAGE** of, _____ (herein referred to as “The Municipality”).

1. SERVICE VISITS

The Board of Health shall respond to all request for service visit calls within the municipality during normal business hours and shall respond to emergency calls on a twenty-four (24) hour basis. Services include, but are not limited to: the pickup of stray domestic animals; the pickup of injured wildlife; the pickup of aggressive animals running at large; the pickup of animals suspected of carrying the rabies virus; investigations of dangerous, animal-aggressive, or vicious dogs; investigations of animal neglect or cruelty; and general field assistance/support related to animal complaints or concerns.

Only requests for emergency services shall be responded to after normal business hours. Emergency services are restricted to: the removal of wildlife from living quarters; the pickup of stray biting animals, including wildlife; the pickup of injured stray dogs and cats; the pickup of animals from the scene of an arrest or other required removal of the owner; and the pickup of aggressively behaving stray dogs. Requests for emergency services pertaining to livestock will be at the discretion of the Board of Health.

Response to all service calls shall be as soon as possible, based on the circumstances of the situation and the priority of the call as determined by representatives of the Board of Health

All request for service calls shall be authorized by a representative designated by the Municipality.

The representative(s) named below is/are authorized by the Municipality to approve requests for service: (please type or print legibly)

During Business Hours: ___ a.m. to ___ p.m.

Name

Phone

After Business Hours:

Name

Phone

2. ANIMAL BITES

Upon becoming aware of an animal bite to a human or to another animal, the Municipality shall notify the Board of Health. The Municipality shall direct the biting animal owner, keeper or harbinger to contact the Board of Health to confirm the requirements for confining the animal for rabies observation, as specified in the Illinois Animal Control Act and Lake County Code of Ordinances Chapter 172. A report of the animal bite, on a form supplied by the Board of Health, shall be completed by the Municipality and submitted to the Board of Health within 24 hours.

The Board of Health shall provide support to the Municipality in the enforcement of the provisions of the Illinois Animal Control Act that pertain to biting animal investigations when requested.

3. IMPOUNDMENT

In accordance with Section 1, the Board of Health shall impound animals apprehended within the Municipality's boundaries. The Board of Health shall provide rabies observation by a licensed veterinarian for animals that have bitten and are impounded at the Lake County Animal Shelter.

4. ANIMAL CRUELTY AND NEGLECT INVESTIGATIONS

At the request of the Municipality, the Board of Health shall provide assistance in the investigation of animal cruelty and/or neglect. Animals seized in accordance with the Illinois Humane Care for Animals Act shall be housed at the Lake County Animal Shelter pending the disposition of the Court, or relinquishment by the owner. All boarding fees shall be the responsibility of the Municipality pending the disposition or relinquishment.

5. ANIMALS NOT RETURNED TO OWNERS

In accordance with the applicable State of Illinois statute(s) and Lake County Code of Ordinances, Chapter 172, the Board of Health shall provide humane disposal or release/transportation to a licensed animal shelter, rescue group or adoption facility of unclaimed animals that are apprehended within the Municipality's limits and impounded at the Lake County Animal Shelter.

6. EDUCATION

The Board of Health shall, at no cost, provide the Municipality with educational programs and/or materials on: animal bite reporting and prevention; animal cruelty and neglect investigations; and proper and humane care and treatment of animals which may be directed towards youth, public officials, or the general public.

7. ANIMAL CARE AND CONTROL ORDINANCE(S)

In carrying out the terms of this agreement, the Board of Health shall only enforce the provisions of the Lake County Code of Ordinances. The Board of Health will not enforce provisions of any ordinance or code adopted by the Municipality that are not included in the Lake County Code of Ordinances.

8. PAYMENT OF FEES FOR SERVICES

Except as specified in this section, fees for services provided by the Board of Health shall be assessed as established by the Lake County Animal Care and Control Fee Schedule, as amended from time to time.

The Board of Health and the Municipality agree that, if a Municipality **does not** operate an Animal Control Program or provide Animal Control Services, (i.e., does not employ animal wardens or community service officers who respond to animal related complaints as a normal job function) no fees shall be assessed to the Municipality for the following services: the removal of wildlife from living quarters; the pickup of stray biting animals, including wildlife; the pickup of injured stray dogs and cats; the pickup of stray dogs.

On a monthly basis, the Board of Health shall submit a statement to the Municipality listing the services provided during the previous month. Payments shall be made monthly by the Municipality to the Board of Health.

9. EFFECTIVE DATE

This agreement shall be effective on the date of signing by both parties and shall remain in force thereafter without further action, but may be terminated by either party as provided in Section 10.

10. TERMINATION CLAUSE

In the event that either party wishes to terminate this Agreement for any cause, including the lack of payment of fees for services, notification must be presented in writing and delivered either in person or by certified mail to the other party. The party requesting termination shall give thirty (30) days notice of the date of termination.

11. SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this agreement, or any part thereof, is for any reason held to be invalid by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

12. INDEMNIFICATION

The Municipality agrees to hold the County of Lake harmless and indemnify the County of Lake for any actions or omissions committed by the Municipality, its agents and/or employees.

LAKE COUNTY BOARD OF HEALTH

CITY/VILLAGE OF: _____

By: _____
President Date

By: _____
Mayor/President Date

Attest:

Executive Director Date

Attest:

Village Clerk Date

EXHIBIT B

LCHD FEE SCHEDULE

LAKE COUNTY HEALTH DEPARTMENT AND COMMUNITY HEALTH CENTER
ANIMAL CARE AND CONTROL FEES SCHEDULE

MUNICIPAL CONTRACT SERVICE FEES

Service visit (per warden/hour)	\$50
After hours service visit (per warden/hour)	\$200
Transportation of Livestock (per animal)	\$75
Disposal of cat brought to the Animal Care and Control Facility or picked up at a secure municipal location	\$35
Disposal of cat picked up at a location other than a secure municipal location	\$85
Disposal of owned animal	\$35
Disposal of wild animal brought to the Animal Care and Control Facility	\$20
Disposal of wild animal apprehended in municipality	\$100
Dog or Livestock Boarding Cost (per animal/day)	\$15
Cat Boarding Cost (per animal/day)	\$10
Miscellaneous Pet Boarding (per animal/day)	\$5
Euthanasia of cat	\$35
Removal of animal(s) through court ordered eviction (per warden/hour)	\$50
Euthanasia of dog	\$100
Service visit to municipality without contract (per warden/hour)	\$200