

RESOLUTION NUMBER 21 - 02

**RESOLUTION AUTHORIZING THE EXECUTION
OF A STRAY DOG AGREEMENT WITH
ANDERSON ANIMAL SHELTER**

WHEREAS, the corporate authorities of the Village of East Dundee have determined that it is advisable, necessary and in the public interest that the Village enter into and authorize the execution of a Stray Dog Agreement with Anderson Animal Shelter, a copy of which Agreement is attached hereto as an exhibit.

NOW THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

Section One. That the Village of East Dundee adopts and approves and the President be and he is hereby authorized and directed to sign and the Village Clerk is directed to attest to the execution of a Stray Dog Agreement with Anderson Animal Shelter, a copy of which Agreement is attached hereto as an exhibit.

Section Two. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section Three. Repeal. All ordinances, resolutions, motions or parts thereof in conflict herewith shall be and the same are hereby repealed.

Section Four. Publication. This resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

Adopted this 1st day of ~~August~~ July, 2002, pursuant to a roll call vote as follows:

AYES: Scallia, Zaeske, Amone, Ruffalo, Bartels, Schack.

NAYES: None.

ABSENT: None.

Approved by me this 1st day of ~~August~~ July, 2002.

Roger Ahrens
ROGER AHRENS, President

Published in pamphlet form this 5th day of July, 2002, under the authority of the President and Board of Trustees.

ATTEST:

Jane E. Theis

JANE THEIS, Village Clerk

Recorded in the Village Records on July 5th, 2002.

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**ANDERSON ANIMAL SHELTER
Stray Dog Agreement**

This Stray Dog Agreement is made and entered into this _____ day of _____, 2002 (the "Agreement") by and between Anderson Animal Shelter, an Illinois not-for-profit corporation with its principal office at 1000 S. LaFox (Rt. 31), South Elgin, IL 60177 ("Anderson") and the Village of East Dundee ("the Village") an Illinois municipality with offices at 120 Barrington Ave., East Dundee, IL 60118.

WITNESSETH

WHEREAS, the Village has adopted (i) Ordinance _____ prohibiting dogs from running at large in _____ and provides for such dogs to be impounded and (ii) Ordinance _____ which prohibits mistreatment of dogs and provides for impoundment of mistreated dogs (all such dogs shall collectively hereinafter be referred to as "Stray Dogs");

WHEREAS, the Village desires to designate Anderson as one of the Village's repositories for Stray Dogs apprehended or otherwise taken for impoundment by representative(s) of the Village;

WHEREAS, Anderson desires to serve the Village and the community and aid in the care of Stray Dogs and return them to their lawful owners when possible; and

WHEREAS, Anderson further desires that any Stray Dog that cannot be returned to its owner that is deemed adoptable by Anderson be placed in a private home or other environment judged suitable by Anderson;

NOW THEREFORE, the parties agree as follows:

1. OBLIGATIONS OF ANDERSON:

- a. Anderson shall use its best reasonable efforts to make available to the Village its facilities for the purpose of housing Stray Dogs.
- b. Anderson shall provide proper food, water, housing and humane care for each Stray Dog while in its care.
- c. Anderson will hold any dog whose owner is unknown by Anderson for five (5) calendar days. Except as provided in subsection (i) below, Anderson will hold any dog whose owner is known by Anderson by dog tag or other means for seven (7) calendar days. (Together, these five (5) and seven (7) day periods are hereinafter referred to as the "Holding Period.") The Holding Period will begin the day such Stray Dog is deposited at Anderson.
- d. After the Holding Period has expired, each Stray Dog shall be deemed abandoned by its owner and shall be deemed the property of Anderson. Anderson will then determine in its sole discretion the adoptability of each Stray Dog. If a Stray Dog is deemed adoptable, it shall be placed up for adoption using Anderson's then current policies and procedures or transfer such dog to another facility. If it is deemed unadoptable by Anderson, Anderson may, in its sole discretion, choose to humanely euthanize such dog and properly dispose of its remains. Notwithstanding anything herein to the contrary, Anderson shall have the right in its sole discretion at any time to humanely euthanize any Stray Dog deposited with Anderson when Anderson determines with its veterinary staff that such procedure is necessary and/or human.

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- f. The Village is responsible for any keys to Anderson's facility issued to any representative of the Village and the Village will immediately notify Anderson if any key is lost, stolen or misplaced. In this event, the Village agrees to pay to Anderson all costs or expenses incurred by Anderson to re-key the locks and reissue keys to the Village any other persons then having keys to Anderson's facility.
- g. During the term of this Agreement, the Village agrees that if there are any new ordinances or proposed changes to any existing ordinances affecting Stray Dogs, it will promptly notify Anderson of such change. After review of any such new ordinances or changes, Anderson shall have the right, in its sole discretion, to terminate this Agreement without penalty of any kind upon notice the Village. The Village warrants that Anderson is able and authorized to perform all of Anderson's obligations hereunder (including without limitation, holding, adopting and euthanizing Stray Dogs) without violating any of the Village's existing ordinances pertaining to animal control. Except for claims arising from Anderson's conduct set forth in paragraph 7 below, for which the Village will not indemnify Anderson, the Village will indemnify and hold harmless Anderson from and against any and all claims, damages, actions, costs and demands made by any owner of any Stray Dog relating to any Stray Dog brought by the Village to Anderson.

3. **TERM:** This Agreement will take effect as of the date first written above and continue for one (1) year. Upon expiration, this Agreement will automatically renew for additional one (1) year terms unless this Agreement is terminated as allowed under this Agreement.

4. **TERMINATION:** Either party may terminate this Agreement for any reason with thirty (30) days' prior written notice to the other.

5. **ASSIGNMENT:** Neither party may transfer or assign any of its rights or obligations to any other person or entity without the prior written consent of the other.

6. **NOTICE:** Except as provided in Section 2, above, all notices under this Agreement shall be in writing and shall be deemed delivered (i) immediately when delivered in person or (ii) three (3) calendar days after being deposited in the U.S. Mail postage prepaid and addressed as follows:

If to Anderson: Deanna Davies, Executive Director
Anderson Animal Shelter
1000 S. LaFox (Rt.31)
S. Elgin, IL 60177
Telephone 847-697-2881 Ext. 24

If to the Village of East Dundee : Village of East Dundee
120 Barrington Ave.
East Dundee, IL 60118
Telephone 847-426-2822

Such address may be changed from time to time by either party providing notice to the other in the manner set forth above.

7. **INDEMNIFICATION:** Each party agrees to indemnify and hold harmless the other from all claims, demands, losses, damages and expenses, including reasonable attorneys' fees and court costs arising from or arising from the obligations of either party under this Agreement or that of the party's (or its directors, officers, employees, agents or assigns) breach of this Agreement, ordinary negligence or intentional misconduct arising from the obligation of either party under this Agreement or that of the party's directors, officers, employees, agents or assigns.

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8. **AMENDMENT:** The terms of this Agreement may only be modified or amended in writing and signed by both parties

9. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Illinois.

11. **ENTIRE AGREEMENT:** This Agreement, together with Exhibit A attached hereto, contains the entire understanding of the parties and there are no other promises of conditions between the parties whether oral or written relating to the subject matter hereof. This Agreement supersedes any prior written or oral agreements between the parties

12. **NON-FAVOR:** This agreement is a result of negotiations between the parties, and no provision hereof shall be interpreted against the party that has drafted it.

13. **AUTHORITY:** The representatives of each party signing this Agreement represent and warrant that they have full power and authority to execute this Agreement and are vested with proper authority to bind their party to all terms contained herein.

14. **CONFIDENTIALITY:** The parties shall keep all terms of this Agreement and the parties' performance of their obligations hereunder confidential between them, and no officer, director, employee, agent or representative of either party shall reveal the same to any third party without the express prior written consent of the other party.

In witness whereof, the parties hereto have signed this Agreement as of the date first written above.

ANDERSON ANIMAL SHELTER,
An Illinois not-for-profit corporation

VILLAGE OF EAST DUNDEE,
an Illinois municipality

By: _____

By: Logan Ahrens

Print Name: _____

Print Name: _____

Title: _____

Title: _____

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