

5/13/2015

56-R-15

A RESOLUTION

Authorizing the City Manager to Negotiate and Execute an Agreement with EASA to serve as the City's Volunteer Animal Organization for the Evanston Animal Shelter and Adoption Center

WHEREAS, the City Council adopted Ordinance 54-O-14 on April 28, 2014 which created the Board of Animal Control to provide direction and guidance for the Animal Shelter and Adoption Center located at 2310 Oakton Street (the "Shelter") following the vacation of the previous volunteer organization from the Shelter; and

WHEREAS, the Board of Animal Control was also tasked with reviewing proposals from not-for-profit organizations seeking to operate the Shelter with the City of Evanston and the Board has selected the Evanston Animal Shelter Association ("EASA"), an Illinois not-for-profit corporation; and

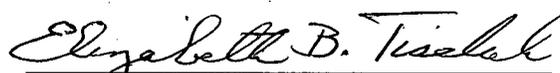
WHEREAS, the City Council of the City of Evanston has determined it is in the best interests of the City to execute an Agreement with EASA to further its community expectations and standards of providing a high quality and safe environment for pets to be sheltered and adopted,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: The City Manager is hereby authorized and directed to execute the Animal Shelter Agreement (the "Agreement") by and between the City of Evanston and EASA, the Agreement is attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any remaining terms of the Agreement as he may be deem to be in the best interests of the City.

SECTION 3: That this Resolution 56-R-15 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: May 26, 2015

EXHIBIT 1

EVANSTON ANIMAL SHELTER AGREEMENT

VOLUNTEER ANIMAL ORGANIZATION AGREEMENT

THIS VOLUNTEER ANIMAL ORGANIZATION AGREEMENT (hereinafter referred to as the “**Agreement**”) entered into this ___ day of _____, 2015, by and between the City of Evanston, an Illinois municipal corporation (hereinafter referred to as the “**City**”), and Evanston Animal Shelter Association (“**EASA**”), an Illinois not-for-profit corporation (hereinafter referred to as the “**VAO**” or “**EASA**”). The City and VAO shall be referred to as the “**Parties**”.

RECITALS

WHEREAS, the City’s community standards, as reflected by the City Council’s goals and expectations, makes it plain that the City capital planning, infrastructure investments, facility improvements are a priority, including the Evanston Animal Shelter and Adoption Center (the “**Shelter**”); and

WHEREAS, the renovations and facility improvements to the Shelter are entrenched in a larger evaluation of the City operational departments with a focus on efficiency of service resulting in a realignment of City staff roles and responsibilities; and

WHEREAS, The transfer of the Animal Shelter and control operations out of the Police Department and to staff of the City Manager’s Office, is a result and reflection of the thoughtful and substantive deliberations over many years by the Evanston City Council, City staff, and community partners regarding these issues; and

WHEREAS, the Parties believe it is in the best interests of both the animals, community members, VAO volunteers and City staff members to formalize the expectations regarding customer service, shelter facility operations, and animal training and kennel enrichment activities in this agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the covenants, terms and conditions hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are acknowledged, it is mutually agreed by the Parties hereto as follows:

I. **RECITALS.** The Parties hereby agree that the Recitals set forth hereinabove are incorporated herein by reference, as if fully set forth herein.

II. SHELTER FACILITY

A. Property. The City is the fee simple owner of the Shelter and land located at 2310 Oakton Street, Evanston, Illinois 60202 (the “**Property**”). This Agreement is not a lease agreement and the VAO is not renting the Shelter from the City or being assessed a rental fee for use of the Shelter property. The VAO is the City’s partner to operate the Shelter and perform Services outlined above.

- B. Maintenance. The City as the owner of the property is responsible for all maintenance, repair, and any construction obligations relative to the Shelter and Property and in the City's sole discretion; it will make decisions relative to the same.
- C. Utilities. The City at its sole cost and expense will pay for all utilities that service the Shelter facility.
- D. Capital Improvements. The City will renovate the brick shed on the Property for dog behavioral training and evaluations by October 1, 2015. The cost to renovate the brick shed shall not exceed \$20,000. Within one year of the anniversary date of the Commencement Date, the City will procure a new storage shed for the Shelter.
- E. City Staff. City staff will provide administrative support and kennel assistance at the Shelter. The appropriate staffing level for the Shelter may fluctuate during the Term and is at the discretion of the City Manager or his/her designee.
- F. Bulk Food Purchases. The City will procure and provide bulk food and cat litter purchases for the Shelter. The VAO is responsible for notifying the City well in advance of a low supply and the need to re-order bulk food and cat litter.
- G. Vaccines and Rabies Tags. The City will administer and provide vaccines and rabies tags for all animals at the Shelter.
- H. Animal Control Policy. The Parties recognize the importance of setting for expectations and policies related to essential functions of the Shelter related to kennel enrichment, behavioral training, and vaccines. The Policy is attached as Exhibit A and incorporated herein by reference.
- I. Standard Operating Procedures. The Evanston Police Department has established an Animal Control Standard Operating Procedure Manual (the "SOP"), which are attached as Exhibit B and incorporated herein by reference. The Parties acknowledge and agree to abide by the terms of the SOP, as amended.

III. TERM

Subject to the provisions of this Agreement, the "**Term**" shall commence on the 1st day of June, 2015 ("**Commencement Date**") and shall end on the 31st day of May, 2017 (two years), except as otherwise terminated as provided herein. The Agreement will be reviewed on or around the one year anniversary of the Commencement Date by the Human Services Committee of the City Council for compliance with all terms and conditions of this Agreement.

III. SERVICES AND RESPONSIBILITIES

A. Services.

1. General Services. VAO shall perform the services (the "Services") that include, but are not limited to: (a) coordinating volunteer and adoption programs; (b) coordinating and funding medical and behavioral care and training for the shelter animals; (c) providing special food and supplies for the animals and volunteer staff that is above the ordinary bulk food and supplies provided by the City; and (d) fundraising for all operations costs to support the Shelter.
2. Performance of Services. VAO shall perform the Services in a professional manner. VAO shall require its volunteers to observe the working hours of Monday – Friday (except Wednesday) 6 p.m. – 8 p.m. and Saturday and Sunday 12 p.m. – 3:30 p.m.,

and holiday schedules of City while working and to perform its Services in a manner which does not unreasonably interfere with the City's business and operations. VAO shall take all necessary precautions to assure the safety of its volunteers who are engaged in the performance of the Services, all equipment and supplies used in connection therewith, and all property of City or other parties that may be affected in connection therewith.

B. Fundraising.

1. VAO is a not-for-profit corporation organized under the laws of the State of Illinois. At all times during this Agreement the VAO shall be in good standing with the State of Illinois.

2. Subject to the terms of this Agreement, the City desires to engage the services of the VAO in fundraising activities on behalf of the Shelter and the City of Evanston.

3. Cancellation of Agreement. Any funds collected after the effective notice that Agreement has been canceled shall be deemed to be held in trust for the benefit of the City of Evanston without any deduction for costs or expenses. The City shall be entitled to recover all funds collected after the effective date of cancellation.

4. Description of respective obligations of fundraiser and charitable organization. In connection with VAO's fundraising activities on behalf of the City, the VAO shall have the right to use the City's good name and good will for the Shelter fundraising only. The VAO shall set the schedule for fundraising activities and notify the City if its cooperation is needed.

5. Regulatory Requirements. This Agreement is subject to the issuance of all necessary governmental permits, registrations and approvals with respect to fundraising activities contemplated by this Agreement in a timely manner by all governmental agencies having regulation over such activities. VAO shall not commence fundraising activities until compliance with all required permits, registrations and approvals.

6. Solicitation Activities and Consultation with the Board of Animal Control. In connection with all fundraising activities, VAO, its agents, servants and representatives shall not misrepresent the City's name and activities at the Shelter in any way. The VAO will work with the City of Evanston Board of Animal Control and City staff on developing a description and promotional materials of the Shelter and its activities which may be used in connection with fundraising. VAO, its agents, servants and representatives shall, in connection with all sales and solicitations clearly state that they represent the City of Evanston Animal Shelter and Adoption Center in connection with fundraising activities on its behalf.

7. Report. VAO shall provide the City at least every three (3) months with a list of contributions made during the three month time period, events or solicitation efforts made, and upcoming events that VAO will be conducting to fundraise for the Shelter. All donor information is considered confidential information which will be preserved and protected by the City in the event of a Freedom of Information Act request.

8. Control of Funds. Each contribution in the control or custody of VAO shall, in its entirety and within 5 days of its receipt be deposited in an account at a bank or other federally insured financial institution that is solely in the name of the City and over which the City and the VAO have control over withdrawals.

C. Independent Contractor. VAO's status shall be that of an independent contractor and not that of a servant, agent, or employee of City. VAO shall not hold VAO out, nor claim to be acting, as a servant, agent or employee of City. VAO is not authorized to, and shall not, make or undertake any agreement, understanding, waiver or representation on behalf of City without its written approval. Further, the VAO shall not be entitled to participate in any of the City's benefits, including without limitation any health or retirement plans. The VAO shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Contract. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor in performing Services under this Contract. All such costs shall be VAO's responsibility.

D. Conflict of Interest. VAO represents and warrants that no prior or present services provided by VAO to third parties conflict with the interests of City in respect to the Services being provided hereunder except as shall have been expressly disclosed in writing by VAO to City and consented to in writing to City.

E. Ownership of Documents and Other Materials. All originals, duplicates, Excel spreadsheets, PDF, and other documents or materials required to be furnished by VAO hereunder, including drafts and reproduction copies thereof, shall be and remain the exclusive property of City, and City shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to VAO. Upon the termination of this Agreement, or upon request of City, during any stage of the Services, VAO shall promptly deliver all such materials to City.

F. Payment. The VAO has no right or expectation of payment for the Services performed under this Agreement by the City. The volunteers of the VAO provide their time and expertise to the Shelter free of charge.

G. Right to Audit. VAO shall for a period of three years following performance of the Services, keep and make available for the inspection, examination and audit by City or City's authorized volunteers, agents or representatives, at all reasonable time, all records respecting the services and expenses incurred by VAO, including without limitation, all book, accounts, memoranda, receipts, ledgers, canceled checks, and any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenses. If any invoice submitted by VAO is found to have been overstated, VAO shall provide City an immediate refund of the overpayment together with interest at the highest rate permitted by applicable law, and shall reimburse all of City's expenses for and in connection with the audit respecting such invoice.

H. Indemnity. VAO shall defend, indemnify and hold harmless the City and its officers, elected and appointed officials, agents, employees, and volunteers from any and all liability, losses, or damages as a result of claims, demands, suits, actions, or proceedings of any kind or nature, including but not limited to costs, and fees, including attorney's fees, judgments or settlements, resulting from or arising out of any negligent or willful act or omission on the part of the VAO or its volunteers, agents or representatives during the

performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement. Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or volunteers, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The VAO shall be liable for the costs, fees, and expenses incurred in the defense of any such claims, actions, or suits arising out of any negligent or willful act or omission on the VAO and/or its subcontractors. Nothing herein shall be construed as a limitation or waiver of defenses available to the City and volunteers and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

J. Default and Remedies.

1. **Notice of Default:** In the event of failure by either party to substantially perform any material term or provision of this Agreement (“**Event of Default**”), the non-defaulting party shall have those rights and remedies provided herein, provided that such non-defaulting party has first provided to the defaulting party a written notice of default in the manner required by Section P hereof identifying with specificity the nature of the alleged default and the manner in which said default may be satisfactorily be cured.
2. **Cure of Default:** Upon the receipt of the notice of default, the alleged defaulting party shall promptly commence to cure, correct, or remedy such default within a 30-day period, and shall continuously and diligently prosecute such cure, correction or remedy to completion.
3. **Remedies not Exclusive:** If an Event of Default occurs, which either party has not cured within the timeframe set forth in subparagraph B above, either party, at its option, may terminate this Agreement and/or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement.

K. Confidentiality. In connection with this Agreement, City may provide VAO with information to enable VAO to render the Services hereunder, or VAO may develop confidential information for City. VAO agrees (i) to treat, and to obligate VAO’s volunteers to treat, as secret and confidential all such information whether or not identified by City as confidential, (ii) not to disclose any such information or make available any reports, recommendations and /or conclusions which VAO may make for City to any person, firm or corporation or use the same in any manner whatsoever without first obtaining City’s written approval, and (iii) not to disclose to City any information obtained by VAO on a confidential basis from any third party unless VAO shall have first received written permission from such third party to disclose such information.

L. Freedom of Information Act. Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the VAO’s control, the VAO shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the VAO shall cooperate to determine

what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, is applicable. Vendor shall indemnify and defend the City from and against all claims arising from the City's exceptions to disclosing certain records which Vendor may designate as proprietary or confidential. Compliance by the City with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City, shall not be a violation of this Section.

M. No Assignments or Subcontracts. VAO shall not assign or subcontract all or any part or its rights or obligations hereunder without City's express prior written approval. Any attempt to do so without the City's prior consent shall, at City's option, be null and void and of no force or effect whatsoever. VAO shall not employ, contract with, or use the services of any other architect, interior designer, engineer, VAO, special contractor, or other third party in connection with the performance of the Services without the prior written consent of City.

N. Compliance with Applicable Statutes, Ordinances and Regulations. In performing the Services, VAO shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations, at VAO's sole cost and expense, except to the extent expressly provided to the contrary herein. Whenever the City deems it reasonably necessary for security reasons, the City may conduct at its own expense, criminal and driver history background checks of VAO's officers, volunteers, subcontractors, or agents. VAO shall immediately reassign any such individual who in the opinion of the City does not pass the background check.

O. Notices. Every notice or other communication to be given by either party to the other with respect to this Agreement, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States certified or registered mail, postage prepaid, addressed to the recipient as follows:

City of Evanston
Attn: City Manager
2100 Ridge Avenue
Evanston, IL 60201

City of Evanston
Attn: Corporation Counsel
2100 Ridge Avenue
Evanston, IL 60201

Evanston Animal Shelter Association
Attn: Susan Trout
2310 Oakton Street
Evanston, IL 60202

P. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules.

Q. Waiver. Any failure or delay by City to enforce the provisions of this Agreement shall in no way constitute a waiver by City of any contractual right hereunder, unless such waiver is in writing and signed by City.

R. Severability. In the event that any provision of this Agreement should be held void, or unenforceable, the remaining portions hereof shall remain in full force and effect.

S. Choice of Law. The rights and duties arising under this Agreement shall be governed by the laws of the State of Illinois. Venue for any action arising out or due to this Agreement shall be in Cook County, Illinois. The City does not waive tort immunity by entering into this Agreement.

T. Time. VAO agrees all time limits provided in this Agreement and any Addenda or Exhibits hereto are of essence to this Agreement. VAO shall continue to perform its obligations while any dispute concerning the Agreement is being resolved, unless otherwise directed by the City.

IX. AMENDMENTS

This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

X. INTEGRATION

This Agreement, together with Exhibits A and B sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement. This Agreement has been negotiated and entered into by each party with the opportunity to consult with its counsel regarding the terms therein. No portion of the Agreement shall be construed against a party due to the fact that one party drafted that particular portion as the rule of *contra proferentem* shall not apply.

In the event of any inconsistency between this Agreement, and any Exhibits, this Agreement shall control over the Exhibits. In no event shall any proposal or contract form submitted by VAO be part of this Agreement unless agreed to in a writing signed by both parties and attached and referred to herein as an Addendum, and in such event, only the portions of such proposal or contract form consistent with this Agreement and Exhibits hereto shall be part hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have each approved and executed this Agreement on the later of the two dates listed below.

**EVANSTON ANIMAL SHELTER
ASSOCIATION, an Illinois
not-for-profit corporation**

By _____

Its: President

Date: _____

**CITY OF EVANSTON
an Illinois municipal corporation**

By: _____

Its: City Manager

Date: _____

EXHIBIT A

VOLUNTEER ANIMAL ORGANIZATION OPERATIONS POLICY

[Resolution 59-R-15 for adoption by City Council on May 26, 2015]

ANIMAL CONTROL POLICY

SECTION 1: OVERVIEW

The purpose of this Policy is to guide operations and management of the Evanston Animal Shelter Center and Adoption Center at 2310 Oakton Street Evanston, Illinois (the "Shelter"). The Policy establishes a baseline on certain issues in order to provide consistency and predictability at the Shelter and formally set expectations between the City and a designated volunteer animal organization ("VAO"). If there are any contradictions between this Policy and the Police SOP, this Policy shall dictate and control against the Police SOP or any other unnamed existing policies. The categories addressed in this Policy should not be considered exhaustive, if the Policy is silent on an issue, the Police SOP shall prevail. Lastly, the Policy unequivocally sets forth that the Commander of Community Strategies shall make final disposition decisions for animals under the Shelter's care.

SECTION 2: BEHAVIOR EVALUATION, TRAINING AND OVERSIGHT

A. Party Vested with Decision Making Authority for Animals at the Shelter: The Commander of Community Strategies is responsible for all disposition decisions for dogs under the Shelter's supervision. To that end, the Commander of Community Strategies is the final authority on determinations of adoption, foster care, rescue or euthanasia for a subject animal. For dogs, disposition decisions will be based on the SAFER evaluation, written documentation about the dog's behavior in the kennel, and observations by Shelter staff and volunteers. If the Commander of Community Strategies, or his/her designee believes adoption by the VAO is the best option for the animal and VAO agrees with the decision, then the VAO may put the dog up for adoption. If the recommendation is euthanasia by the VAO and the Commander of Community Strategies, the decision may be appealed to the City Manager.

B. Evaluation Testing:

The SAFER Test, or a similar test chosen by the Board of Animal Control (the "Board"), must be administered by a certified assessor with a trained observer. The VAO shall not perform behavior evaluations on dogs at the Shelter; the City shall be responsible for administering the SAFER test and establishing criteria for performance of the evaluation. The VAO shall pay any and all fees associated with evaluations or training performed by professional consultants.

C. Evaluation Training:

The City will contract with the American Society of Prevention of Cruelty to Animals (ASPCA) to conduct training at the Shelter facility for individuals that participate in behavior evaluations. Mandatory participants in the training will include: Animal Warden and any volunteers that assist with rescues. Only individuals that participate and receive SAFER training certification from the aforementioned training are able to conduct behavior evaluations. The City will provide training for both current and future volunteers.

D. Evaluation Results:

The SAFER score will try to avoid designations of “pass” or “fail”, rather will inform the Animal Warden and Commander of Community Strategies of potential options for the respective dog under review, but it will not be sole source of information for a determination regarding adoption, future behavior training needed prior to adoption, foster home, release to a rescue partner or euthanasia. The Commander of Community Strategies and the Animal Warden will use the feedback from the evaluation assessor and volunteer observations of the subject dog prior to making a disposition decision.

E. Kennel Enrichment: The City and the VAO will increase its efforts to provide enrichment programs for all animals.

1. Cat and Kitten Enrichment: While kenneled, in Isolation, or Quarantine, cats and kittens have limited handling contact, although they also have some interaction with people as staff and patrons walk through the area-- usually responding to the animals by talking to them.

2. Canine Enrichment: Enrichment helps dogs and puppies maintain their mental, physical, and emotional health so that they remain good adoption candidates and don't become behaviorally at risk. All canines at the Shelter shall receive enrichment of some variety, provided that time and resources are available. The type of enrichment provided will vary based on the dog's SAFER evaluation and other observations as outlined above. Procedures will be developed to outline the potential kennel enrichment methods to be utilized.

F. Removal from Shelter: Any and all animals at the Shelter are the property of the City of Evanston and not property of the VAO until release. Animals are not to be removed from the Shelter or housed off-site without the written permission of the Commander of Community Strategies or his or her designee. Any removal or housing off-site will become part of the animal's permanent record.

SECTION 3: VACCINATIONS AND SPAY/NEUTER

A. Vaccinations: This Policy requires vaccination of all dogs and cats within 72 hours of admission to the Shelter, or as soon as practicable, unless there is clear evidence that the animal's owner plans to return for the animal, or that the animal has already received the required vaccinations. The Commander of Community Strategies shall determine the proper party to administer the vaccination, either a licensed veterinarian or volunteer medical director. The veterinarian administering the vaccine shall give the Shelter a rabies vaccination certificate to put in the animal's file. If the veterinarian believes that the animal's health would be adversely affected as a result of a vaccination, the veterinarian shall give the Commander of Community Strategies or

his/her designee a signed and dated statement indicating the opinion. The City is responsible for all costs and expenses relating to vaccinations of animals at the Shelter.

B. *Spay/Neuter and other Medical Care*: Vaccines must be completed prior to the spay/neuter surgery. Any animal that cannot have vaccines will be handled on a case by case basis by the shelter partners and other providers. All animals will be spayed and neutered unless the Commander of Community Strategies or his/her designee waives the requirement (i.e. the animal is planned to be euthanized). All cost and expenses related to spay/neuter services will be paid with City funds.

SECTION 4: RESCUE PROCEDURES

A. *Foster Homes and Rescue Group Outreach*: In conformance with the goals outlined in Police SOP 1.15 *Adoptions by Animal Welfare Organizations and Adoptions of Animals Other than Dogs and Cats*, the City will continue to actively develop working partnerships with rescue organizations. To further this goal, the City will submit the appropriate paperwork to facilitate the process and partnership opportunities between the Shelter and other animal welfare organizations. The volunteers at the Shelter as of the Effective Date focused on rescue efforts shall be referred to as the "Rescue Team". Shelter space shall be provided to accommodate efforts of the Rescue Team.

B. *Rescue Decision for Dogs*: The VAO will evaluate all of the information that is available regarding the animal's behavior, health and its environment prior to making a decision. If the VAO elects that rescue is in the best interests of the dog, the Rescue Team shall immediately begin to contact rescue organizations who are designated partners with the Shelter. The rescue organizations will work with the City to place the dog as soon as possible. At the discretion of the VAO, she or he may elect to place the subject dog with a foster home that has an existing partnership with the City. In the discretion of the VAO, she or he may elect to place a dog in a foster home or adoption.

C. *Placement Efforts Post-Rescue*: All efforts related to the rescue of a dog should be devoted to removing the dog from the existing environment and placing the dog with a new home within 30 days of rescue. The City and the VAO will coordinate to develop a proposal to facilitate the 30-day target date to be presented to the Board for review and approval. VAO must be an advocate for each dog at the Shelter and must work with the City on efforts of placement, such as posting pictures of dogs on social media and web sites, participating in offsite adoption events, and identifying a pool of qualified foster homes.

SECTION 5: FERAL CATS

A. *No City Regulation of Feral Cats*: To date, the City has no regulations addressing feral cats and in the absence of such regulation, existing Cook County regulations control. Enacted in 2007, Cook County's Ordinance 07-O-72 "*Managed Care of Feral Cats*" (the "Feral Cat Ordinance") designates animal welfare organizations and people vetted by those organizations as "colony caretakers". The animal welfare organizations

conduct trapping, along with neutering/spaying cats and then returning the cats to the location that they were found, under the Feral Cat Ordinance.

B. *Interface with County Ordinance:* The aforementioned Feral Cat Ordinance provides that an animal control officer from either the County or the City may investigate violations of the Feral Cat Ordinance. City animal control officers are to investigate nuisance complaints of feral cats. The Feral Cat Ordinance aims to keep the existing cats alive while preventing future generations of felines and in furtherance of that objective the Shelter shall follow said Ordinance and assist as needed. The City and the VAO shall develop a trap/neuter/return program for Evanston's feral cats with an approved Colony Caretaker.

SECTION 6: RECORD KEEPING AND PUBLIC RELATIONS

A. *Freedom of Information Act:* Pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/7(2), records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (five (5) working days with a possible five (5) working day extension). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the VAO's control, VAO shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and VAO shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable. VAO shall indemnify and defend the City from and against all claims arising from Freedom of Information Act requests. VAO shall also cooperate with the City to produce any documents in compliance with an opinion or a directive from the Illinois Public Access Counselor or the Attorney General under FOIA, or with a decision or order of Court with jurisdiction over the City.

B. *Access to Records:* The VAO agrees to permit City access to any and all records, including communications, on animals under their control. The VAO will maintain computerized records of all activity relative to the animals going forward, using specialized software to be chosen by the City and purchased with VAO funds such as *PetPoint*. Each animal will have a complete file which will contain details regarding the animal and Shelter efforts to date. These records will be the property of the City of Evanston and kept on site.

C. *Communication:*

1. Volunteers and animal control officers will complete customer service training. Course content will be devoted to greeting the customer (either by phone or in person), questioning to understand the customer's need or problem, listening, confirming understanding, responding with value, using positive language, and the importance of body language and tone of voice. Volunteers and employees who are properly trained

and who demonstrate professional customer service skills can improve customer satisfaction and customer loyalty.

2. Hours for Adoption will be expanded to Monday through Friday (except Wednesday) from 6 p.m. – 8 p.m.; Saturday and Sunday 12 p.m. – 3:30 p.m. in order to better serve the animals at the Shelter by increasing opportunities to visit the Shelter and potential adoptions. Additional hours to be approved by the Board and also approval by the City Council, if budget implications.

3. Any group e-mail communication among VAO volunteers must be made available to all volunteers at the Shelter to ensure consistency in operations (i.e. the Yahoo Group must provide access for all volunteers).

EXHIBIT B

EVANSTON POLICE STANDARD OPERATING PROCEDURE MANUAL

AUTHORIZATION

Effective June 1, 2015, this standard operating procedure manual for Animal Control is established for the members of the Evanston Police Department.

By order of

Richard Eddington
Chief of Police

Animal Control

**STANDARD OPERATING
PROCEDURE MANUAL**

Evanston (Illinois) Police Department

City of Evanston
INTERDEPARTMENTAL MEMORANDUM

TO: All Employees of Animal Control

FROM: Chief of Police

SUBJECT: Animal Control Standard Operating Procedures Manual

The following Standard Operating Procedures have been established for Animal Control.

The command-level employee in charge will maintain the necessary records to ensure that all employees assigned to Animal Control are in possession of and operating in accordance with the SOP manual.

Richard Eddington
Chief of Police

TABLE OF CONTENTS

- 1.1 ANIMAL CONTROL FUNCTIONS
- 1.2 RESPONSIBILITIES OF THE ANIMAL SHELTER COORDINATOR
- 1.3 STATISTICS
- 1.4 RESPONSIBILITIES OF THE ANIMAL WARDEN
- 1.5 ASSIGNED DUTIES—ANIMAL SHELTER COORDINATOR
- 1.6 ASSIGNED DUTIES—ANIMAL CONTROL OVERTIME CALL OUTS
- 1.7 OVERTIME CALLS
- 1.8 ASSIGNED DUTIES—ANIMAL WARDEN
- 1.9 RESPONSIBILITIES OF THE SHELTER AIDE
- 1.10 ASSIGNED DUTIES— V.A.O.
- 1.11 MEAL AND BREAK POLICIES
- 1.12 WORKING HOURS
- 1.13 ADOPTION HOURS
- 1.14 ANIMAL ADOPTION PROCEDURES
- 1.15 ADOPTIONS BY ANIMAL WELFARE ORGANIZATIONS AND ADOPTIONS OF ANIMALS OTHER THAN DOGS AND CATS
- 1.16 RETURNED ADOPTIONS/UNWANTED ANIMALS
- 1.17 HOUSING CONSIDERATIONS
- 1.18 LENGTH OF STAY AT SHELTER
- 1.19 INJURED OR ILL ANIMALS
- 1.20 SERVICES RENDERED TO NORTHWESTERN UNIVERSITY, PUBLIC/PRIVATE SCHOOLS, BUSINESSES
- 1.21 WILDLIFE IN RESIDENCE
- 1.22 WILDLIFE TRAPPING/RELOCATING
- 1.23 TRAPPING WILDLIFE/TRAP RENTAL AGREEMENT
- 1.24 FERAL CATS
- 1.25 POLICY ON PICKUP OF ANIMALS OTHER THAN DOGS AND CATS
- 1.26 POLICY ON ANIMALS OBTAINED DUE TO EVICTION/ABANDONMENT
- 1.27 ANIMALS QUARANTINED AND PLACED IN ISOLATION
- 1.28 DECEASED ANIMALS
- 1.29 DECEASED ANIMAL PICKUP
- 1.30 PIGEONS
- 1.31 HUMANE DESTRUCTION OF ANIMALS
- 1.32 BITE REPORTS AND RABIES FOLLOW-UPS
- 1.33 BITES AT ANIMAL SHELTER
- 1.34 SECURITY/SAFETY AT ANIMAL SHELTER
- 1.35 COLLECTION OF FEES
- 1.36 RELEASE OF PETS TO OWNERS
- 1.37 ANIMAL CONTROL FINES AND FEES
- 1.38 CITATION-WRITING PROCEDURES
- 1.39 DANGEROUS DOG ORDINANCE, EVANSTON CITY CODE, SECTION 9-4-17
- 1.40 EUTHANASIA
- 1.41 EUTHANASIA POLICY
- 1.42 ANIMALS HOUSED AT THE SHELTER

1.1 Animal Control Functions

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	April 1, 2014

The Animal Control Bureau assists the police department and the City of Evanston and its residents by handling animal-related situations and problems that relate to the following:

- Stray animals
- Bats
- Pickup of deceased animals on public property (only)
- Enforcement of City of Evanston Animal Ordinance
- Wildlife in residence (living area only)
- Police warrant service (narcotics raids)

1.2 Responsibilities of the Animal Shelter Coordinator

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

The Animal Shelter Coordinator will operate under the direction of the Office of the City Manager and will be responsible to:

1. Supervise the Shelter Aide.
2. Provide support to the morning volunteers.
3. Process intake of animals who are brought to the shelter during the day (both strays and surrenders)
4. Notify the canine or feline medical directors of any animals brought to the shelter who appear to need immediate medical attention.
5. Scan animals that arrive at the shelter during the day and contact owners if possible.
6. May provide transport of animals to veterinary facilities in the case of an emergency or as agreed between the VAO and the City Manager's Office.
7. Ensure the shelter meets all regulatory requirements in terms of licensing, including appropriate foster licenses.
8. Maintain necessary supplies at the shelter.
9. Place work orders necessary to keep shelter facilities and equipment in proper working order.
10. Answer phone calls and greet visitors who come into the shelter during the day, relaying messages to the VAO leaders as appropriate.
11. Coordinate with the VAO to oversee any groups who come to the shelter during the day. This would include groups like CHOICE and YOU.
12. Maintain file of volunteer liability waivers and secure any necessary contact information from those files.
13. Prepare any reports required by the City Manager's Office.
14. Perform other duties as assigned or required.

1.3 Statistics

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The Animal Shelter Coordinator will maintain records necessary to complete the following reports:

- Monthly – Statistics on animals returned to owners, strays impounded, unwanted impounded, animal bites reported at the shelter, animals euthanized, shelter adoptions and other type of adoptions.
- Quarterly – Statistics on animals adopted, returned to owners, animals euthanized, and total animals handled by shelter. Reports are given to the City Manager.
- Annual Report – same as above (March 1 – February 28).
- Year-End Report – Statistics on stray dogs/cats, dogs/cats given up as unwanted, total of dogs/cats euthanized.
- Any other reports requested by the Office of the City Manager.

1.4 Responsibilities of the Animal Warden

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

The Animal Warden performs the following day-to-day activities under direct supervision of the Animal Warden:

- Handles citizen complaints such as
 - Strays
 - Barking dogs
 - Defecation violations
 - Dogs off leash
 - Animals on school property
 - Related calls not listed pertaining to animal control and/or at the discretion of the Police Department
- Follows up on animal bite cases
- Fills out daily activity sheets for work assigned and other records pertaining to found animals, animals given up as unwanted, strays, lost-and-found books and any other daily activities on which records must be kept
- Issues citations for animal violations and appears in court when needed
- Assists veterinarians in euthanasia of animals as needed

1.4 Responsibilities of the Animal Warden

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- Picks up dead animals not on private property
- Assists citizens with removal of miscellaneous animals (wildlife) in immediate living area of house.
- Assists Cook County Sheriff's Department in eviction cases involving animals
- Assists senior citizens and handicapped persons in animal-control matters and bringing their pets to the veterinarian for medical care (at the discretion of the Police Department)
- Enters data into the computer
- Responds (on call) to after-hours calls, as assigned
- Performs additional tasks, as assigned

1.5 Assigned Duties – Animal Shelter Coordinator

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

See the duties listed at SOP 1.2.

1.6 Assigned Duties – Animal Control Overtime Call Outs

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

An animal warden will be assigned all overtime calls. Only a supervisor can decide whether the warden is to be called out in response to an emergency.

The animal warden can be reached by phone when on call and will be on call during alternate months. If the warden is not available at home, the Communications Operator should then call their cell.

1.7 Overtime Calls

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

- I. Overtime
 - A. The animal warden will be called on overtime calls.
 - B. The animal warden will be called at home first and then their cell if no answer at home.
- II. Emergency Call-Outs
 - A. The animal warden will be called for all call outs.
 - B. An off-duty warden will be called ONLY with the approval of a supervisor.
 - C. The following situations are suitable for call-out:
 - 1. Injured animal (no birds, except for raptors – falcon, hawk, owl). If the animal expires before the warden arrives, the warden immediately must be notified to disregard.
 - 2. Bat/wildlife in the LIVING AREA of a residence (*not* in the basement, attic, porch, crawl space, as confirmed by an officer). The officer must remain on-scene until arrival of the warden. If called away, the officer must return as soon as possible.
 - 3. Vicious dog (a dog that attacks without being provoked) running loose (danger to the public). An officer must remain with the dog until the arrival of the warden. If the dog runs home and/or the owner is located, the officer will notify the warden to disregard and will issue a C-ticket.
 - 4. Detective Bureau/NET (raid).
 - D. Officers will make every effort to remain at the scene pending arrival of the warden. If called away, the officers should return as soon as possible.
 - E. Departmental personnel requiring information may call the wardens at home, before 2200 hours and after 0630 hours.

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

III. When NOT to call the Warden

Wardens are NOT to be called out for dead animals unless the animal is a

- Dog with no ID (no way to contact the owner).
- Deer needing to be destroyed after life-threatening injury.
Sanitation must be called for pickup of deer to be transported to the landfill.

1.8 Assigned Duties – Animal Warden

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. Monday – Friday Work Schedule
- Sign in (10-41) on-air at the beginning of the tour of duty
 - Pick up assignments from the front desk at the police department
 - Check voice mail for messages (also check periodically throughout the day)
 - Handle priority calls
 - Perform routine morning tasks: responding to citizen complaints;
 - patrolling – for stray dogs, troubled areas, parks, beaches, schoolyards, neighborhoods needing extra attention
 - Take lunch (102) – time will vary, based on workload
 - Clean out vehicle
 - Appear in ordinance court regarding animal-ordinance violations at 9:00 a.m., or at Administrative Adjudication at 1:00 p.m. as required.
 - Perform other duties as required/assigned
 - Check out (10-42) at end of tour of duty

ORIGINAL EFFECTIVE DATE	July 1, 2006
REVISION DATES	June 1, 2015

- E. Completes morning assignments after receiving morning calls

- F. Takes half-hour lunch (102), between 11:00 a.m. and 12:30 p.m.
- G. Continues afternoon calls and finishes any calls left over from morning; patrols for strays
- H. Performs other duties as required or assigned

1.9 Responsibilities of the Shelter Aide

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

- I. It is the responsibility of the Shelter Aide to provide (Monday-Friday, 8:00 a.m. to Noon (12:00 p.m.) the following:
 - A. Maintenance of the shelter and grounds
 - B. Cleaning of the kennel areas
 - C. Handling and caring for the animals
 - D. Answering phone and checking voice mail as requested by the shelter coordinator.
 - E. Handling citizen inquiries and disseminating information as requested by the shelter coordinator.
 - F. Handling licensing as requested by the shelter coordinator.

- II. When the Shelter Aide is off the Shelter Coordinator will request support from the volunteers to handle the responsibilities.

1.10 Assigned Duties – V.A.O.

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The V.A.O. aims to:

- To support animal rescue efforts in the City of Evanston
- To promote and encourage the humane treatment of animals through the education of the community
- To provide for the needs of animals at the Shelter, to include: medical care, food, socialization and safety
- To place animals in safe, healthful environments, as measured by established adoption guidelines
- To raise funds to provide for medical care and supplies for the animals, and to otherwise further the aims of the V.A.O.
- Coordinate volunteer and adoption programs at the Evanston Animal Shelter.

The V.A.O. is a not-for-profit volunteer organization dedicated to promoting the humane treatment of domestic pets through public education and active involvement with abused and abandoned animals brought to the Evanston Animal Shelter.

V.A.O. volunteers staff the Animal Shelter on weekdays, evenings, all day on weekends/holidays. V.A.O. volunteers provide care of shelter animals and perform some general housekeeping chores.

1.11 Meal and Break Policy

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The Animal Control Warden may take one 30-minute meal-break and two 15-minute breaks per tour of duty at any time that does not conflict with Animal Control activity. Under extenuating circumstances, the meal-break may be extended to an hour by foregoing the two 15-minute breaks allotted to that tour of duty.

The warden must notify Communications when signing off for a meal or a break, and must clear with Communications when returning to work.

1.12 Working Hours

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. The Animal Shelter is open seven days/week, with one warden handling Animal Control and a part-time Shelter Aide taking care of the shelter. The following work-schedule is in effect:
 - A. Shelter Aide Monday – Friday (Year Round)
 1. 0800 hours start time
 2. 1200 hours end tour of duty
 - B. Shelter Coordinator Monday – Friday
 1. 0830
 2. 1700
 - C. Schedules may change, based upon staffing availability. The Animal Warden will advise the Deputy Chief, Patrol Division, should the work-schedule need adjustment.

1.13 Adoption Hours

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

V.A.O. handles dog/cat adoptions during the following hours:

Monday – Friday (except Wednesday) 6pm-8pm

Saturday/Sunday 12pm-330pm

Adoption hours may be adjusted depending on adoption traffic patterns and staff availability.

1.14 Animal Adoption Procedures

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The following procedures must be followed when adopting animals from the Animal Shelter:

- V.A.O. handles adoption procedures and can refuse adoption for various reasons. However, the City of Evanston does have the final decision.
- All animals adopted from the Shelter will be micro-chipped and spayed/neutered before final adoption/exceptions rescues (No Chip)
- V.A.O. will pay license fees due to the City of Evanston.

1.15 Transfer to Outside Rescue Organizations and Handling of Animals Other Than Dogs and Cats

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Rescue organizations sometimes assist the V.A.O. by taking certain dogs. Dogs identified for rescue will be spayed/neutered and given shots prior to transfer.

At no time will the City of Evanston give any animal to any group or organization that would use the animal for experiments/tests.

Domestic animals such as rabbits, guinea pigs, mice, rats, hamsters, ferrets, turtles, snakes, etc. obtained by the City of Evanston will be placed with species-specific rescue organizations known to the Animal Shelter.

1.16 Returned Adoptions/Unwanted Animals

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The shelter will accept RETURN ADOPTIONS.

The shelter accepts animals surrendered by Evanston residents. It reserves the right to refuse admission to animals because of severed/untreatable health issues, bite history, or other history of aggression. If there is no space at the shelter, a waiting list will be maintained. The V.A.O. will ask for a donation for surrendered animals and will not turn residents away if they cannot provide a donation.

The individual accepting the animal into the shelter will discuss the issues that require the animal to be surrendered and provide assistance to allow it to remain home if possible.

The remains of Evanston residents' pets that have died at home may be brought into the shelter for disposal. The fee for this service is \$20. The Animal Control Warden will handle this.

1.17 Housing Considerations

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

In cases of full capacity the shelter will use foster homes or add temporary cages as needed.

1.18 Length of Stay at Shelter

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Every effort will be made to limit the number of days animals are housed in the shelter through use of foster homes, rescues, etc.

Animals in foster care may be brought back to the shelter for adoption or adopted directly from the foster home.

1.19 Injured or Ill Animals

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

An injured/ill domestic animal picked up by the wardens or police officers will be transported directly to a designated veterinarian for care and treatment. If the veterinarian believes the animal can be saved and subsequently will enjoy a quality life, the following measures will be taken with regard to medical costs:

- If the animal was recovered as a result of a police cruelty investigation, initial treatment for basic supportive care and any special testing necessary for prosecution will be the responsibility of the City of Evanston. If long term care or specialty medical treatment is necessary for recovery, a meeting will be held with a representative of the City of Evanston and V.A.O. to determine a plan of action and responsibility for any additional costs.
- V.A.O. will be responsible for the initial basic supportive care of all other injured or ill domestic animals. As soon as practical, V.A.O.'s Medical Director (Canine or Feline) will be contacted and advised of the situation. Responsibility for additional medical care and costs will be determined on a case by case basis by a representative of V.A.O.
- If an owner is located, they will assume financial responsibility for initial supportive measures already taken and any additional costs.
- Should the veterinarian advise euthanasia, the City of Evanston will be responsible for the cost.
- All severely injured animals will be taken to emergency vet after hours:

Blue Perl
3735 Dempster St.
Skokie, IL. 60076
(847) 673-9110

1.20 Services Rendered to Northwestern University, Public/Private Schools, Business

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Schools/businesses are responsible for providing Animal Control with the name of a representative of the school/business to show the location of any calls.

I. Stray Dogs on School/Business Properties

Animal Control will assist in picking up stray dogs at school/business properties. If a stray eludes capture and later is sighted again on a school or a business property, it will be the responsibility of the school/business to notify Animal Control of the dog's return and location, and to assist Animal Control in capturing the stray.

Note: Stray dogs will be picked up at Northwestern University ONLY if they are already caught and held by Campus Security.

II. Wildlife in Private Schools

A. Private schools will be responsible for capturing (and releasing, if applicable) any wildlife that has entered its buildings.

B. Animal Control will provide the names of live trap services.

III. Private Trappers

A private trapper will assist in handling calls involving skunks.

Animal Control will provide the phone numbers of several private trappers to assist in handling wildlife calls.

IV. Injured Animals on School/Business Property

A. Animal Control will pick up any injured animal on school or business property.

B. Animal Control will pick up ONLY injured dogs and cats from Northwestern University. The university will handle all other injured wildlife.

1.21 Wildlife in Residence

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. Animal Control will remove wildlife (birds, bats, raccoons, etc.) from a private residence only ONCE, and then only from the LIVING AREA (not from basements, chimneys, crawl spaces, attics, etc.). The homeowner will be advised how to prevent recurrence of the problem (cap all chimneys, make necessary repairs, etc.). If there is a subsequent instance of wildlife in the residence, the homeowner will be referred to a licensed trapper. A log will be kept of wildlife-in-residence incidents.
- II. All instances of wildlife in residential spaces at schools (including university dorms) and businesses will be referred to a private trapper for removal of the animal.

1.22 Wildlife Trapping

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. The City of Evanston no longer will participate in renting traps to citizens.
Animal Control will give referrals to citizens needing that service.

1.23 Trapping Wildlife/Trap Rental Agreement

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES April 1, 2014

<u>Type of Trap</u>	<u>Deposit</u>	<u>User Fee</u>	<u>Borrowers Agreement</u>
---------------------	----------------	-----------------	----------------------------

The City of Evanston no longer participates in this service.

1.24 Feral Cats

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The VAO will work with the Board of Animal Control and Animal Control to develop a comprehensive policy for handling feral cats.

1.25 Policy on Pickup of Animals Other Than Dogs and Cats

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

The shelter is not equipped to handle animals other than dogs/cats. Therefore, the owners of a non-canine/non-feline pet are responsible for seeking out alternate resources. The shelter will help with suggestions.

1.26 Policy on Animals Obtained Due to Eviction/Abandonment

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

I. Eviction

- When Animal Control assists the Cook County Sheriff's Department with an eviction, the sheriff must sign a give-up card so that the City of Evanston will not be held responsible.
- An animal obtained as the result of an eviction will be held for a period of not less than a week, so long as the health of the animal permits it.
- If an animal remains unclaimed by its owner at the close of the one-week holding period the City of Evanston can adopt, foster rescue or euthanize said animal.

II. Animal Abandonment

If the owner of a property signs a give-up inventory card, Animal Control will remove/assist in removing any abandoned animal from that owner's property. The animal will be held for one week, to give its owner a chance to reclaim the pet by paying all boarding, pickup, and procedural fees required by state and local ordinances.

1.27 Animals Quarantined and Placed in Isolation

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Medical protocols change constantly depending on space, circumstances, and new research on best practices in animal sheltering. Each situation would be addressed on the circumstances that exist at the time and the VAO would work with the veterinarian staff to handle appropriately.

1.28 Deceased Animals

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

All deceased dogs, cats and wildlife on city property, and deceased dogs on private property but not owned by the resident, will be picked up as soon as possible by Animal Control and brought to the shelter.

All deceased wildlife and cats on private property are the responsibility of the property-owner. The city recommends putting the deceased animals in a plastic garbage bag, securing the bag with a twist tie, and placing it in the garbage for pickup by the Department of Streets and Sanitation.

Animals found dead in garbage cans are the property-owner's responsibility.

Residents who wish to bring in their deceased pets may do so by calling Animal Control and making an appointment. There is a \$20.00 fee. Under special circumstances it may be waived by the Animal Warden.

1.29 Deceased Animal Pickup

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

All dead animals picked up on city property (streets, alleys, parkways, etc.) will be stored with euthanized animals at the Animal Shelter until the pickup service arrives.

The Evanston Health Department is responsible for picking up rats.

1.30 Pigeons

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

It is the responsibility of the property owner to get rid of pigeons on the property by hiring a professional. Animal Control will assist with referrals.

1.31 Animal Tranquilizer Equipment

ORIGINAL EFFECTIVE DATE: July 1, 2006

REVISION DATES June 1, 2015

- I. Animal Tranquilizer Gun/Drugs
 - A. The tranquilizer gun will be used only with the approval of the Deputy Chief, Field Operations Division, or his/her designee.
 - B. Only the Animal Warden is authorized to use the tranquilizer equipment, and only with consent and approval of the Deputy Chief, Field Operations Division. This equipment is at all times kept in a locked security closet.
 - C. Only animals that are a nuisance and create a serious problem will be tranquilized. If an animal has tags or other means of identification, it will not be tranquilized except under the most critical of circumstances.
- II. Drug Dosages
 - A. 22 pound dosage – $\frac{1}{10}$ cc Rompun – $\frac{1}{2}$ cc Kedamine
 - B. 33 pound dosage – $\frac{1.5}{10}$ cc Rompun – $\frac{3}{4}$ cc Kedamine
 - C. 44 pound dosage – $\frac{2}{10}$ cc Rompun – 1 cc Kedamine
 - D. 55 pound dosage – $\frac{2.5}{10}$ cc Rompun – 1 $\frac{1}{4}$ cc Kedamine
 - E. 66 pound dosage – $\frac{3}{10}$ cc Rompun – 1 $\frac{1}{2}$ cc Kedamine
 - F. 77 pound dosage – $\frac{3.5}{10}$ cc Rompun – 1 $\frac{3}{4}$ cc Kedamine
 - G. 88 pound dosage – $\frac{4}{10}$ cc Rompun – 2 cc Kedamine
 - H. 99 pound dosage – $\frac{4.5}{10}$ cc Rompun – 2 $\frac{1}{4}$ cc Kedamine
 - I. 110 pound dosage – $\frac{1}{2}$ cc Rompun – 2 $\frac{1}{2}$ cc Kedamine (3cc dart)
- III. The drugs Kedamine and Rompun can be purchased only through a licensed veterinarian and we must have the veterinarian's approval to purchase these drugs under his direction.

1.32 Bite Reports and Rabies Follow-Ups

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

I. Bite Reports

The owner of a biting animal who fails to make any of the required visits is liable for fines ranging from \$25/day to \$500/day for each day he fails to do so.

II. Rabies Follow-Ups

Rabies follow-ups routinely will be handled by the Animal Warden.

A copy of the bite report for all noncompliance owners of biting animals will be faxed to Cook County Rabies Control for further follow up. Cook County's Fax number is (708) 974-6046. The report will be faxed even if citations were issued by Animal Control.

1.33 Bites at Animal Shelter

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

- I. Bites at the Animal Shelter and Its Environs
 - A. An incident report must be made if medical attention is sought or if an animal bite/scratch is of a serious nature.
 - B. If a warden or the Shelter Aide is bitten, an on-the-job injury report or first aid report will be submitted through the proper channels.
 - C. The Animal Warden will review the circumstances of the bite/scratch to determine if any further action is necessary.
 - D. Any animal that has seriously bitten someone must be held under observation for a period of 10 days, under terms of the Cook County Rabies Law.
 - E. A biting animal that is deemed too dangerous to be held for the 10-day holding period will be euthanized and sent in for further testing to Cook County Rabies.

1.34 Security/Safety at Animal Shelter

ORIGINAL EFFECTIVE DATE: July 1, 2006

REVISION DATES June 1, 2015

- I. Security/Safety Procedures
 - A. General
 - 1. Only shelter employees, volunteers, or police officers may use the south entrance to the building.
 - 2. Cages of animals will contain information about the handle ability of the animal.
 - B. Visitor protocol
 - 1. All visitors will check in at the front desk.
 - 2. Visitors will be supervised at all times by the Animal Shelter Coordinator or personnel/volunteers.
 - 3. Children will not be admitted to the shelter without parental or adult supervision
 - 4. Visitors will refrain from removing animals from cages.
 - 5. No visitors will be allowed access to areas that have just been cleaned, i.e. areas where the floors are wet.
 - C. Volunteers
 - 1. The Shelter Coordinator will maintain a file of volunteer waivers and secure necessary volunteer contact information from those forms.
 - 2. May be restricted from areas of the shelter due to safety concerns, etc.

1.34 Security/Safety at Animal Shelter (cont'd)

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

A. For police officers access the shelter only with the permission of a supervisor.

Note: The supervisor will obtain the alarm code at the Service Desk, along with a copy of the after-hours procedures.

B. Secure the animal in a cage and supply with water (bowls in kitchen).

C. Leave a note in the office, indicating where and when the animal was found, along with a description of the circumstances.

D. If an officer takes an injured dog/cat to one of the designated veterinarians, the officer will leave a note with the description of the animal and circumstances (where and when animal found) in the Animal Warden bin at the front desk of the police station.

1.35 Collection of Fees

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. Procedures for Collection of Monies
 - A. Monies collected (for adoptions, pickup, boarding, licenses) are to be kept in a security closet until further processed.

- II. Procedures for Submitting Collected Monies to the City Collector
 - A. Submit animal license forms with the monies attached.
 - B. Submit paid tickets with the monies attached.

1.36 Release of Pets to Owners

ORIGINAL EFFECTIVE DATE: July 1, 2006
REVISION DATES June 1, 2015

- I. Procedures
 - A. The City of Evanston will hold stray dogs/cats for seven days, pending pickup by owner.
 - B. Identification of lost pets is made through ID tags, rabies tags, veterinarian tags, city-issued animal licenses, implanted microchips.
 - C. Owners will be contacted by phone or other available means. If that proves impossible, and if the owner lives in Evanston, the animal shelter coordinator will coordinate with the animal warden in order to leave a note at the owner's home, asking that she/he contact the shelter.
 - D. Stray dogs and cats will be returned to their owners (or a representative of the owner) as soon as possible.
- II. Return of Lost Pets
 - A. No animal will be released to its owner (or the owner's representative) without proof that the animal is current on its rabies vaccination. If the animal is not current, the shelter coordinator or the volunteers will arrange with the owners to have the animal vaccinated by a licensed veterinarian. The owner will supply collateral to ensure the return with the animal and the appropriate documentation.
 - B. An animal will be released to its owner (or his representative) only after being licensed by the City of Evanston (if applicable) and only after all fees have been paid.

1.37 Fines and Fees

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

I. When animals are returned to their owners the following fees will be retained by the VAO.

- A. Pickup-\$10
- B. Boarding-\$10/day

II. License fees shall be collected by the VAO and paid to the City of Evanston on a monthly basis.

III. All fines for violations issued by Animal Control will be paid directly to the City of Evanston and will not be handled by the Shelter Coordinator or the VAO.

1.38 Citation-Writing Procedures

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. Procedures
 - A. Animal Ordinance Citations are issued on "C" (citation) tickets by wardens, police officers, and park officers. Citations can be signed by citizens.
 - B. When a hearing is mandatory, a copy of the violation will be left for the violator, with a copy sent to the Hearing Division, the officer's star number, the names, addresses and home/work phone numbers of witnesses. The witnesses will be notified of the court date and time.
 - C. A copy of every citation written by police/park officers must be sent to Animal Control.
- II. Violators' Payment-Options
 - A. At the discretion of the Warden citations may be set for a mandatory hearing date in lieu of a fine.
 - B. Violators who have chosen to decline a hearing must pay the fine within 10 days, either at the Civic Center or at the shelter. If the fine is *not* paid during this period, a hearing appearance will be mandatory.

1.39 Dangerous Dog Ordinance, Evanston City Code, Section 9-4-17

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

- I. Dangerous Dog Ordinance
 - A. Section 9-4-17(I) of the City Code (attached) (1) defines a dangerous dog, (2) places restrictions on the movements of such dogs and the actions of their owners, and (3) endeavors to prevent the animal's causing injury to humans, other domestic animals, and property.
 - B. The Animal Control Bureau has primary responsibility for enforcement of the Dangerous Dog Ordinance and for monitoring compliance with its provisions once a dog has been classified "dangerous".
- II. Incident Reporting
 - A. Wardens will submit an incident report whenever they observe conditions defined by the city's Dangerous Dogs Ordinance, or have such conditions reported to them. The wardens also will perform supplemental follow-up investigations as required. All reports will be turned in at the Service Desk.
 - B. The Animal Warden will maintain a file on each incident involving an identified dangerous dog and owner.
- III. Administrative Review Process

Following review of the file and declaration of the dog as "dangerous", the Deputy Chief of Field Operations Division, will notify the owner of the animal, in writing, that the dog has been declared dangerous. The Deputy Chief also will notify the city's finance director, who is responsible for issuing animal permits (licenses).
- IV. Appeal of the Danger Dog Designation
 - A. The owner of the dog may appeal the dangerous-dog designation to the chief of police. Both appeal and response will be in accordance with the provisions outlined in Section 9-4-17(I) of the City Code.
 - B. Following appeal, the owner of the dangerous dog will have 30 days in which to comply with the provisions of Section 9-4-17 of the City Code.
 - C. If, at the close of the compliance period, it is deemed that the terms of compliance have not been met, the Animal Warden will be authorized to take enforcement action.

1.39 Dangerous Dog Ordinance, Evanston City Code, Section 9-4-17 (cont'd)

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

V. Notification to Members

As dogs are declared/adjudicated "dangerous", the Deputy Chief, Patrol Division, will disseminate, via departmental bulletin, information identifying the dog, its owner, and where the dog is housed. At that time, as violations of the ordinance are observed, the burden of enforcement will be shared by the Field Operations personnel and Animal Control personnel.

VI. Administrative Reporting

The Animal Warden each month will report to the Deputy Chief, Patrol Division, both the number of dangerous-dog incidents reported during the past month and the number of citations issued for Dangerous Dog Ordinance violations.

1.40 Euthanasia

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Severely injured or ill wildlife will be euthanized by a local veterinarian, as needed. Severely injured or critically ill dogs and cats will be euthanized immediately if death is imminent and euthanasia is necessary to alleviate suffering.

Injured or ill skunks will not be transported to a veterinarian for euthanasia. If the movement of the skunk can be contained, the professional services of:

Animal Control Specialists
2975 North Milwaukee Ave.
Northbrook, IL 60062
847/827-7800

Aside from the above-described instances, the decision to euthanize will be on a case-by-case basis. If the Animal Warden and V.A.O. do not agree that euthanasia is appropriate in a specific instance, the City Manager, will resolve the conflict.

1.41 Euthanasia Policy

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

Every effort will be made to achieve the live release of any adoptable animal. The VAO will work with the City of Evanston to optimally utilize the shelter space and to find alternatives to euthanasia.

1.42 Animals Housed at the Shelter

ORIGINAL EFFECTIVE DATE:	July 1, 2006
REVISION DATES	June 1, 2015

If an animal is removed from the shelter grounds for reasons other than adoption (foster care, transport to a veterinarian for treatment, etc.), the reason for the removal must be documented on the cage before the animal leaves the shelter premises.

If an animal is discovered to be missing and there is no documented reason for it to be away from the shelter premises, a police report will be filed and an investigation initiated.