



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve a Resolution for a Request to Renew the Animal Control Contract between Kane County and the City of St. Charles
Presenter:	Chief Lamkin February 2012

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations (2/6/12)		Government Services
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:		Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The City of St. Charles entered into an agreement with Kane County for animal control services effective June 1, 2008. Within that agreement there is a provision allowing for renewal of these services if requested by resolution no less than 60 days prior to the expiration date of April 30, 2011 – with two one-year extensions. The renewal process is being facilitated by Metro West. The first extension was approved in January of 2011. This request is for the second extension.

The City has utilized Kane County Animal Control under the provisions of this contract since 2008 without issue. For fiscal year 08/09 the City expended \$8,950 for services; for fiscal year 09/10 the City expended \$6,750 for services; for fiscal year 10/11 the City expended \$9,700 for services; and for fiscal year 11/12, to date, the City has expended \$2,100.

For the City to continue receiving these services without interruption, a resolution for renewal is being presented for approval.

**Attachments:** *(please list)*

Resolution  
Contract with Kane County Animal Control

**Recommendation / Suggested Action** *(briefly explain):*

The Police Department recommends approval of a Resolution for a Request to Renew the Animal Control Contract between Kane County and the City of St. Charles.

*For office use only:*      *Agenda Item Number:* 4b

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Exercising an Option to Renew for One year an  
Intergovernmental Agreement with the County of Kane for Animal Control  
Services**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

WHEREAS, the City previously entered into an Intergovernmental Agreement with the County of Kane for Animal Control Services dated June 1, 2008 (“Agreement”), and;

WHEREAS, this Agreement allows the City to extend said contract term from April 30, 2011 two additional one year extensions, and;

WHEREAS, the City extended the first one year extension in January of 2011;

WHEREAS, the City has determined it is in the best interests of the citizens of the City to trigger the renewal of the Agreement for an additional one year;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that:

1. The City hereby exercises the second (of two) one year options for said Agreement contained in Section 8 thereof and confirms that it has been actively participating in animal control services and facility planning activities.

2. That the Mayor is authorized to execute and send written notice to the County of Kane triggering the extension of the Agreement pursuant to Section 8 of the Agreement.

This resolution shall be in full force and effect from and after its approval as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Donald P. DeWitte, Mayor

Resolution No. \_\_\_\_\_

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ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

March, 2008

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this first day of April, 2008 by and between the COUNTY OF KANE, a body politic and corporate, and the CITY OF ST. CHARLES, an Illinois municipal corporation.

WHEREAS, the County of Kane ("Kane County") is a body politic and corporate duly organized and existing under the Constitution and laws of the State of Illinois; and

WHEREAS, the City of St. Charles ("Municipality") is an Illinois municipal corporation, and

WHEREAS, Kane County pursuant to the Animal Control Act, 510 ILCS 5/1 et seq (the "Act") has certain rights, duties and obligations with respect to rabies control and registration of dogs and cats on a county-wide basis, and also has primary responsibility for animal control activities within unincorporated Kane County; and

WHEREAS, Kane County has caused to be constructed a new Animal Control Facility (the "Facility") in order to exercise and fulfill the County's rights, duties and obligations under the Act and otherwise; and

WHEREAS, Kane County has and will invest substantial sums for capital expenditures in connection with the construction of the Facility; and

WHEREAS, the Municipality has the right, but not the obligation to control animal activities in its corporate limits, and has historically taken the primary responsibility for animal control activities within its corporate limits and desires to contract with the County to discharge these responsibilities; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, Kane County is ready, willing and able to contract with the municipalities of Kane County to provide them with animal control services, including but not limited to pick-up of animals running at large, sick or injured dogs and small, wild mammals such as skunks, raccoons, and bats and providing housing and adoption services for animals in its custody to the best of its ability; and

WHEREAS, the parties have a mutual interest in long term planning for animal control services in Kane County and intend to participate in such planning activities to be convened by the Metro West Council of Government, but desire to enter into an agreement for services while such planning is ongoing; and

WHEREAS, pursuant to Article VII Section 10 of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 (2006), units of local government are authorized and empowered to enter into agreements to obtain and share services and to exercise jointly or transfer any powers or functions not prohibited by law; and

WHEREAS, the Chairman of the Kane County Board has heretofore been authorized pursuant to Resolution 08-79 to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the CITY OF ST. CHARLES do hereby agree as follows:

Section 1. Incorporation of Recitals. The facts and statements contained in the preamble to this Agreement are hereby incorporated herein as if fully set forth.

Section 2. Pickup Service Provided. The Kane County Animal Control Department will provide pickup service for stray dogs found within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter for a service fee to be paid to the County as provided in Section 5-49(a) of the Kane County Code.

Section 3. Complaint Calls - Response. The Kane County Animal Control Department will respond to complaint calls, as provided in Section 5-49(a) of the Kane County Code, from the Municipality's police department (or appropriate Municipal officials if no police department exists), for barking dogs, dogs running at large and sick or injured wildlife outside of a building or structure within the limits of the Municipality and shall transport them to the Facility or another County designated animal shelter. The service fee to be paid to the County shall be that shown on Exhibit A. The County Board may pass a resolution which shall be binding on the Municipality upon 60 days notice to the Municipality, to increase said rates. Notwithstanding the above, all service fee increases are hereby capped at a maximum increase of 25% of the Base Rate in the first 12 month period of the agreement. During each subsequent 12 month period, all service fees are likewise capped at a maximum increase of 25% of the Base Rate. "Base Rate" is the amount specified by category of service in Exhibit A.

Section 4. Vicious or Dangerous Dogs. The Kane County Animal Control Department shall cooperate with the police department of the Municipality in responding to complaints relating to vicious or dangerous dogs. All complaints and proceedings shall be handled as provided in Sections 15 and 15.2 of the Act.

Section 5. Invoices for Services. Kane County shall invoice the Municipality for services provided at the end of each month and the Municipality shall remit payment to Kane County in full within thirty (30) days. The County invoice shall, at a minimum, specify the dates of service, particulars regarding the animal serviced and the types of services rendered (See Exhibit B.) The County shall retain the right to limit, suspend, or terminate services to the Municipality if it shall omit to pay any fees within sixty (60) days of receipt of the County's invoice therefore. All fees for services shall be deposited by the County as set forth in Resolution 06-330.

Section 6. Termination of prior Agreements; Waiver of Fees. Upon the effective date of this Agreement, any and all prior agreements between Kane County and the Municipality are hereby terminated and abrogated.

Section 7. Fees and Charges to Individual Owners. Nothing in this Agreement shall be construed to limit the right of Kane County or the municipality to increase or impose any fees or charges to individual owners as permitted or provided by law.

**Section 8. Effective Date; Termination.** This Agreement shall commence upon the affixing of the last signature of any officer required to sign this Agreement, which date shall be deemed the "Effective Date." This Agreement shall remain in full force and in effect until April 30, 2011, with two one-year renewal options that shall be subject to the following condition: that the Municipality has been and is actively participating in animal control services and facility planning activities that are to be convened and coordinated by the Metro West Council of Governments, ("Metro West"). The Municipality shall notify the county in writing, not less than 60 days prior to the expiration date, of its intent to exercise each renewal option.

**Section 9. Additional Agreement.** The Parties agree to meet to work towards a long term solution to the regional issues of animal control. To that end, the County will assist the Municipality cooperatively with Metro West to participate in developing a plan to meet specific anticipated demand for animal control services due to municipal growth. Failure by the Municipality to participate in good faith in said meetings shall be a breach of the terms of this agreement by the Municipality.

**Section 10. Service Provision Subject to Shelter Capacity.**

The County shall reserve 30% of the animal shelter capacity for the exclusive use of the county for provision of services to residents of unincorporated Kane County and for its use for provision of County-wide animal bite investigation services. If, at any time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders constitute more than 60% but less than 70% of total shelter capacity, the Administrator shall notify the Municipality as provided for in Section 12 of this Agreement. If, at that time, in the opinion of the Kane County Animal Control Administrator, animals in the shelter from the Municipality and other municipal contract-holders has reached 70% of the total shelter capacity, the Administrator shall notify the Municipality that Animal Control services for new additional animals are being suspended and for what time period they shall be suspended to the Municipality and to all other municipal contract-holders. In the event of service suspension, the County shall work with the Municipality to identify and obtain animal control services from other service providers in the geographic area, but it shall be the sole responsibility of the Municipality to secure such services for its residents during the service suspension period, and the County shall have no obligation, responsibility or liability to the Municipality for animal control services except as provided by other applicable law. Animal Control services shall be reinstated when the Animal Control Administrator determines that the unused shelter capacity has exceeded 30% for two consecutive weeks.

**Section 11. Indemnification.** The Municipality shall indemnify, defend and hold harmless Kane County and its officers, agents and employees of and from any and all claims, demands, suits at law or in equity, of any kind and manner, which in any way occur or arise in connection with Kane County's services or facilities provided pursuant to this Agreement, except as to claims of negligence, intentional, willful or wanton acts committed by the County and its officers agents and employees and/or to the extent prohibited by law or public policy. In the event of a claim being made by the County under this Section, the County shall be entitled to be defended by counsel of its own choosing, and the Municipality shall pay any reasonable attorneys' fees and expenses incurred by the County in connection therewith.

Section 12 Notices. Any notices permitted or required to be given under this Agreement shall be deemed given if sent by certified mail, return receipt requested, or by personal delivery to the person to who it is addressed, to the following:

If to Kane County:

County of Kane  
Kane County Government Center  
719 South Batavia Avenue - Building A - 2nd Floor  
Geneva, IL 60134  
Attention: County Board Chairman

With a copy to:

Animal Control Administrator  
County of Kane  
4060 Keslinger  
Geneva, IL 60134

With a copy to:

States Attorney, Chief of the Civil Division  
County of Kane

If to the Municipality:

City of St. Charles  
2 East Street  
St. Charles, IL 60174  
Attention: Village Clerk

until notice of change of address is given in the manner provided. Notice by fax transmission or email communication shall not be sufficient unless required by an applicable statute.

Section 13 Severability. If any provision, clause or section of this Agreement shall be ruled or held invalid by any Court of competent jurisdiction, then and in such event such finding of invalidity shall not affect the remaining provisions of this Agreement which can be given effect without such invalid provisions and to that end to provisions of this Agreement are Severable.

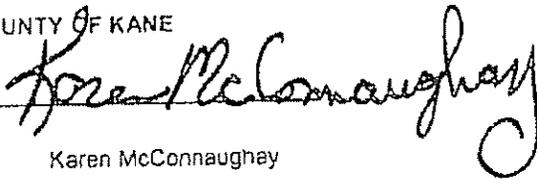
Section 14 Entire Agreement of the Parties. This Agreement, and any ordinances or resolutions incorporated herein by reference or by operation of law constitutes the entire agreement of the parties and no modifications by course of conduct or oral agreement shall be valid unless reduced to writing and duly adopted by the Kane County Board and the Municipality.

Section 15. Binding Effect; Successors' Assignment. This Agreement shall be binding upon the respective parties hereto, and their lawful successors in interest, except that Kane County shall not assign performance of this Agreement to another unit of local government without the written consent of the Municipality.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first above written.

COUNTY OF KANE

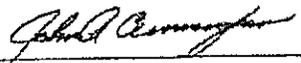
By:



Karen McConnaughey

County Board Chairman

ATTEST:



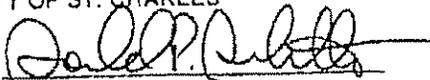
John A. Cunningham

Kane County Clerk



CITY OF ST. CHARLES

By:



Donald P. DeWitte

Mayor, City of St. Charles

ATTEST:



City Clerk



Exhibit A

Resolution 07-254, Adopted 7-10-07

**Sec. 5-49.1. Fees:**

(a) Effective July 1, 2007, the fees to municipalities contracting for animal control services with the county shall be as follows:

Pick up stray, sick, or injured animals (includes euthanasia for injured wildlife)	\$100.00
Board, euthanasia, and cremation fee for animals unclaimed by their owner	200.00
Additional boarding charges per day if needed such as in litigation situations	25.00
Additional transport fees (e.g., for court hearing)	100.00

No fees shall be charged if the animal is reclaimed by its owner and applicable fees paid.

(b) Effective May 1, 2006, the fees to individual owners for animal control services shall be as follows:

Pick up stray or sick or injured animal - nonneutered	\$150.00
Pick up stray or sick or injured animal - neutered	75.00
Boarding charges per day - nonneutered	35.00
Boarding charges per day - neutered	17.50

Microchip fee, where applicable

15.00

The animal control administrator shall rebate fifty percent (50%) of the pick up and boarding charges if the animal is neutered within forty five (45) days of being reclaimed and evidence provided to the animal control department.

- (c) If in the opinion of the county veterinarian, neutering of an animal is not appropriate for any reason, the additional fee imposed by subsection (b) of this section for nonneutered animals shall not be charged.
- (d) The administrator shall by regulation prescribe circumstances where a waiver or reduction of fees is appropriate based on financial hardship.
- (e) Any person or agency claiming an animal for adoption purposes shall not be required to pay any pick up or boarding fees incurred prior to the claim. (Ord. 06-154 §§ 1, 2, 3, 4, 5, 4-11-2006; Ord. 07-254, § 1, 7-10-2007)

Exhibit B  
Sample Invoice for Services

February 11, 2008

Enclosed is the billing statement for Kane County Animal Control Services for the month of January 2008. Services are broken into four categories: Pick-ups, Strays Brought into the Shelter, Complaints and Calls for Sick/Injured animals. You will only have a print out sheet for areas in which we have provided services.

Village of	
Pick-ups	
Strays Brought Into Shelter	
Complaints	
Sick/Injured	
Total	\$

Payment is due in 30 days to:

Kane County Animal Control  
4060 Keslinger Road  
Geneva, Illinois 60134

If you have a question do not hesitate to call Lynne Ellberg at 630-444-1035.

Thank you,

Mary L. Lawrie  
Kane County Animal Control Administrator