



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Number: 5*a

Title:

Recommendation to Approve A Resolution to Execute an Intergovernmental Agreement for One Year with the County of Kane for Animal Control Services

Presenter:

Jim Keegan, Chief of Police

Meeting: Government Operations Committee

Date: October 17, 2022

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

The Kane County Board approved a new one-year contract for animal control services. The contract, negotiated by Metro West, has a provision for two one-year renewal periods.

Attachments *(please list):*

Agreement, Fee Schedule, Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve A Resolution to Execute an Intergovernmental Agreement for One Year with the County of Kane for Animal Control Services

City of St. Charles, Illinois
Resolution No. _____

**A Resolution to Execute an Intergovernmental Agreement for One Year with
the County of Kane for Animal Control Services**

**Presented & Passed by the
City Council on _____**

WHEREAS, this Agreement allows the City to enter into a contract with the County of Kane for Animal Control Services with the option of two additional one-year extensions, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor is authorized to execute an agreement for Animal Control Services with the County of Kane.

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 _____ 2022.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2022.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2022.

Lora A. Vitek, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF KANE, a body politic and corporate, and the _____, 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 _____ ("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, 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

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 select animal control services, including but not limited to pick-up and housing of straying dogs 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 at Kane County Animal Control ("Animal Control"), located at 4060 Keslinger Road, Geneva, IL, (the "Facility") the Kane County; and

WHEREAS, All cruelty or animal related investigations are the responsibility of the municipality in incorporated areas and Kane County Animal Control agrees to provide advice for such cases where requested. Kane County Animal Control is tasked with the primary responsibility for any and all handling of these types of cases in unincorporated Kane County; and

WHEREAS, all requests for service must be made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality. All Municipalities without police at all hours will provide Kane County Animal Control with an after-hours person to be contacted for approval; and

WHEREAS, the parties have a mutual interest in long term planning for straying animal control services in Kane County; 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, 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 to enter into an intergovernmental agreement with the Municipality as herein provided;

NOW, THEREFORE the COUNTY OF KANE and the _____ 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.

Upon a request made to the Animal Control Administrator or its designee from the Municipality's police department or Municipal Official authorized to request service on behalf of the Municipality, Animal Control will provide pickup service for straying dogs found within the limits of the Municipality, and for pickup of animals from locations where a forcible entry and detainer action results in an eviction conducted by the Kane County Sheriff, 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, to assist 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**. In the event that a call is placed to the Kane County Animal Control Department for pickup services after the hours of 8 pm on weekdays and all day on weekends, the Municipality shall make its best effort to contact the Kane County Animal Control Department to advise of any call offs as soon as possible in the event of an owner reclaiming a lost animal or other similar event. The foregoing is meant to eliminate the need for Kane County Animal Control Department staff to travel and incur unnecessary expenses during non-working hours. Additionally, in the event the Municipality does not have a police department, the Municipality shall provide Kane County Animal Control with contact information for individuals who may be contacted outside of normal business hours who shall have authority to make determinations concerning the use of services under this Agreement. Should the Kane County Animal Control Department face unexpected budgeting concerns rendering the services described herein impossible to provide at the fees described herein, upon formal written notice by the Kane County Animal Control Administrator, the parties may renegotiate the financial terms of this Agreement. If the parties are unable to reach an agreement as to such renegotiation, any party may cancel this Agreement upon 30 days' written notice.

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 at the Municipality's request. 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. 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 _____ (1 year from date approved) with two one-year renewal options. 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 Agreements.

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. The Municipality shall provide the Administrator of Kane County Animal Control with the names and telephone contact information of no fewer than two individuals at the Municipality who shall serve as the point of contact for issues relating to this Agreement, logistical issues, and billing concerns.

In order to best educate the public about the procedures for reporting straying animals and in an effort to reduce time or confusion associated with such calls for assistance, the parties agree to publish a statement on their respective websites explaining the correct steps for members of the public to take when reporting a straying animal. Each Party shall provide a hyperlink to the

website of the other, in order to direct users to the proper point of contact. The statement posted should contain similar language to the following:

Depending on where you live in Kane County, you may be served by your local animal control facility, your police department, a state agency, or Kane County Animal Control. In order to handle your concern in the most efficient manner, first determine whether you live in an incorporated or unincorporated area of Kane County to make sure you contact the appropriate agency first.

If you live in an incorporated village, town, or city:

For concerns, complaints, and stray animals, contact your police department or town hall first. The police will handle the matter, and will contact Kane County Animal Control for assistance when necessary. If you are a resident of Elgin or Aurora, please contact your city's animal control facility first.

If you live in an unincorporated area of Kane County:

Your concerns, complaints and stray animal control are handled by Kane County Animal Control. Please call 630-232-3555.

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:

Main To
Animal Control Administrator
Kane County Animal Control
4060 Keslinger Rd.
Geneva, IL 60134

With a copy to:
County of Kane

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

With a copy to:
States Attorney, Chief of the Civil Division
100 South Third Street, 4th Floor
Geneva, IL 60134

If to the Municipality:

After Hours (8pm – 6:59am weekdays and weekends) Contact for Municipality:

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: _____
Corinne Pierog County Board Chairman

ATTEST: _____
John A. Cunningham
Kane County Clerk

CITY OF ST. CHARLES

by: _____
Lora A. Vitek, Mayor

A TEST: _____
City Clerk