



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to approve a Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement with the County of Kane for Animal Control Services
Presenter:	Chief Lamkin

*Please check appropriate box:*

X	Government Operations		Government Services
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$N/A	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The Kane County Board has approved a new one-year contract for animal control services. The contract has a provision for two one-year renewal periods. The services provided are essentially the same as in the prior contract. The prior original contract was approved by City Council in 2008 and had similar renewal options, with a final expiration as of April 30, 2013. The Metro West Council of Government has been working with Kane County to negotiate the new contract which has been approved. There is a significant reduction in fees under the new contract. In FY 2012-13, the city spent \$2,600.00. In the 2013-14 budget, the Police Department has \$4,800.00 budgeted.

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

Resolution; Agreement

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

Recommendation to approve a Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement with the County of Kane for Animal Control Services.

<i>For office use only:</i>	<i>Agenda Item Number:</i> 4a
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**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Mayor and City Clerk to Execute an  
Intergovernmental Agreement with the County of Kane  
for Animal Control Services**

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

WHEREAS, this Agreement allows the City to extend said contract term from April 30, 2013 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 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 \_\_\_\_\_ 2013.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Raymond Rogina, Mayor

ATTEST:

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

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

**AGREEMENT FOR ANIMAL CONTROL SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this \_\_\_\_ day of April, 2013 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 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 06-330 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.** The Kane County Animal Control Department will provide pickup service for stray 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, 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. 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.** 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 \_\_\_\_\_ 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

100 South Third Street, 4<sup>th</sup> Floor

Geneva, IL 50134

If to the Municipality:

Attention:

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: \_\_\_\_\_

Christopher Lauzen

County Board Chairman

ATTEST: \_\_\_\_\_

John A. Cunningham

Kane County Clerk

**VILLAGE/CITY OF** \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

President/Mayor

ATTEST: \_\_\_\_\_

Village/City Clerk

**Exhibit A**  
**Kane County Fee Schedule for Municipalities**

<b>Service</b>	<b>Fee</b>
<b>Pick up per animal</b>	<b>\$25</b>
<b>Pick up charge group of small animals (excluding ferrets, rabbits, exotic birds and reptiles) evictions only</b>	<b>\$30</b>
<b>Boarding per animal / per day/ Maximum charge \$70</b>	<b>\$10</b>
<b>Vaccination for distemper per animal</b>	<b>\$30</b>
<b>Euthanasia per dog/cat animal under 30 pounds</b>	<b>\$50</b>
<b>Euthanasia per dog/cat animal over 30 pounds</b>	<b>\$75</b>
<b>Rabies Observation (includes euthanasia fee) under 30 pounds</b>	<b>\$150</b>
<b>Rabies Observation (includes euthanasia fee) over 30 pounds</b>	<b>\$175</b>
<b>Specimen pick up</b>	<b>\$30</b>
<b>Specimen prep</b>	<b>\$50</b>
<b>Eviction cost comprise of pick up charges and boarding.</b>	<b>\$100.00</b>