

**RESOLUTION 2015-02    Approved: March 3, 2015**

**AUTHORIZING THE VILLAGE PRESIDENT TO RENEW  
THE INTERGOVERNMENTAL AGREEMENT WITH THE  
COUNTY OF KANE FOR ANIMAL CONTROL.**

**BE IT RESOLVED BY THE BOARD OF TRUSTEES** of the Village of Maple Park, Illinois, as follows:

**Section 1.** That pursuant to Section 8 of the Agreement for Animal Control Services (the "Agreement") dated August 6, 2013, by and between the County of Kane and the Village of Maple Park, the Village hereby notifies Kane County of its intent to exercise its option to renew the Agreement for the period of April 1, 2015 through March 31, 2016.

**Section 2.** That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.

**PASSED BY THE BOARD OF TRUSTEES** of the Village of Maple Park, Illinois, at a regular meeting thereof held on the 3<sup>rd</sup> day of March, 2015, and approved by me as Village President on the same day.

Ayes:     Borg, Dries, Goucher, Lunardon, Armstrong

Nays:     None

Absent:   None

**ATTEST:**



Elizabeth E. Peerboom  
**ELIZABETH PEERBOOM, Village Clerk**

Kathleen Curtis  
**KATHLEEN CURTIS, Village President**

## AGREEMENT FOR ANIMAL CONTROL SERVICES

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **COUNTY OF KANE**, a body politic and corporate, and the Village of Maple Park, 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 Village of Maple Park (“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 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 Governmental 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 Village of Maple Park** 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 the 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 complain 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 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 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 capped at a maximum 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 4. 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 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 service 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 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 March 31, 2016, 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 the 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 resident 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 reach 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 prohibit 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 the 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 Batavia Avenue – Building A – 2<sup>nd</sup> Floor

Geneva, IL 60134  
Attention: County Board Chairman

With a copy to:  
Animal Control Administrator  
County of Kane  
4060 Keslinger Road  
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 60134

**If to the Municipality**  
Village Clerk  
Village of Maple Park  
302 Willow Street, P.O. Box 220  
Maple Park, IL 60151

until further notice 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.

**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 OF MAPLE PARK**

By: Kathleen Curtis  
Kathleen Curtis  
Maple Park Village President

**ATTEST:** Elizabeth E. Peerboom  
Elizabeth Peerboom, Village Clerk



## EXHIBIT A

### Kane County Fee Schedule for Municipalities

Service	Fee
Pick up per animal	\$25
Pickup charge group of small animals (excluding ferrets, rabbits exotic birds and reptiles) evictions only	\$30
Boarding per animal / per day / Maximum charge \$70	\$10
Vaccination for distemper per animal	\$30
Euthanasia per dog/cat animal under 30 pounds	\$30
Euthanasia per dog/cat animal over 30 pounds	\$50
Rabies Observation (includes euthanasia fee) under 30 pounds	\$150
Rabies Observation (includes euthanasia fee) over 30 pounds	\$175
Specimen pickup	\$30
Specimen prep	\$50
Eviction cost comprise of pickup charges and boarding	\$100