

RESOLUTION NO. 24- 32

**A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN KANE COUNTY, ILLINOIS AND THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS
(Animal Control Services)**

WHEREAS, the Village of Hampshire, Illinois (the “Village”) is a duly organized and validly existing non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*); and

WHEREAS, the President of the Village (the “President”) and the Board of Trustees of the Village (collectively with the President, the “Corporate Authorities”) are committed to protecting and promoting the health, safety and welfare of the general public; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) (the “Act”), and the Constitution of the State of Illinois of 1970 (the “Illinois Constitution”) public agencies, including municipalities and counties, may contract to perform any governmental service, activity or undertaking or to combine, transfer or exercise any powers, functions, privileges or authority not prohibited by law; and

WHEREAS, the Act and the Illinois Constitution give the Village the authority to enter into agreements with counties, such as Kane County, Illinois (the “County”); and

WHEREAS, pursuant to the Animal Control Act (510 ILCS 5/1, *et seq.*), the County 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 Village 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, the Village and the County have a mutual interest in long term planning for straying animal control services in Kane County; and

WHEREAS, pursuant to Kane County Board Ordinance 07-254, passed July 10, 2007, the County is ready, willing and able to contract with the Village to provide 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 (the “Animal Control Services”); and

WHEREAS, the Village and the County previously entered into an intergovernmental agreement to allow the County to provide the Animal Control Services to the Village (the “Agreement”), which shall expire on December 31, 2024; and

WHEREAS, the Village finds that it is in the best interest of the public health and welfare to extend the term of the Agreement with the County for two (2) years, with an option to extend the term an additional one (1) year, for a total of three (3) years (the “Extended Term”); and

WHEREAS, therefore, the Village desires to enter into an intergovernmental agreement with the County to provide the Animal Control Services during the Extended Term (the “Extended Agreement”), which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, to promote public safety, the Corporate Authorities have determined that it is advisable, necessary and in the best interests of the Village and its residents to approve and authorize the execution of the Extended Agreement with such insertions, omissions and changes as are authorized by the Corporate Authorities;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HAMPSHIRE, KANE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct and hereby incorporate and make them part of this Resolution.

SECTION 2. The purpose of this Resolution is to authorize and approve the Extended Agreement for the County to provide the Animal Control Services, and to authorize the President or his designee to execute and enter into the Agreement and to execute all necessary documents and perform all necessary acts to effectuate the intent of this Resolution, including the expenditure of all necessary funds.

SECTION 3. The Corporate Authorities hereby approve of and authorize the Extended Agreement and authorize the President or his designee to execute and enter into the Extended Agreement, with such insertions, omissions, and changes as are authorized by the Corporate Authorities. The Village Clerk is hereby authorized and directed to attest to, countersign, and affix the Seal of the Village to any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, agents and/or employees of the Village shall take all action necessary or reasonably required by the Village to carry out, give effect to, and effectuate the purpose of this Resolution and shall take all action necessary in conformity therewith. The Village is authorized to allocate and spend all necessary funds to fulfill the requirements of the Extended Agreement and of this Resolution.

SECTION 4. That the officers, employees, and/or agents of the Village shall take all action necessary or reasonably required to carry out, give effect to, and consummate the amendments contemplated by this Resolution and shall take all action necessary in conformity therewith.

SECTION 5. That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this Resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

SECTION 6. That the provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation, said provision shall be excluded and deemed inoperative and unenforceable and all other provisions shall remain unaffected, unimpaired, valid, and in full force and effect.

SECTION 7. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 8. If required by law, a full, true and complete copy of this Resolution shall be published in book or pamphlet form or in a newspaper published and of general circulation within the Village.

SECTION 9. This Resolution shall be effective and in full force immediately upon passage and approval as provided by law.

(Remainder of Page Intentionally Blank)

ADOPTED THIS 17 DAY OF OCTOBER, 2024.

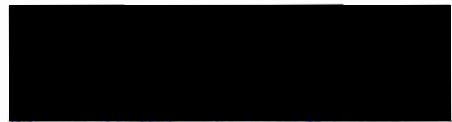
AYES: Fodor, Kelly, Koth, Mott, Pollastrini, Robinson

NAYS: None

ABSENT: None

ABSTAIN: None

APPROVED THIS 17 DAY OF OCTOBER, 2024.



Michael J. Reid, Jr., Village President

ATTEST:



Karen L. Stuehler, Village Clerk

EXHIBIT A
(Intergovernmental Agreement)

AGREEMENT FOR ANIMAL CONTROL HOUSING AND SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2025 by and between the COUNTY OF KANE, a body politic and corporate, and the Village of Hampshire, 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 Hampshire ("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 Village of Hampshire 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 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. The Municipality agrees to release all documents related to the pending investigation to Animal Control via fax or email. 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 12/31/2026 (2 years from date approved) with a one one-year renewal option. 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 must 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 must contain the following language:

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.

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. Mutual Respect Adherence and Penalties.

Kane County Animal Control (KCAC) and Municipality agree that mutual respect between the KCAC director and personnel, and Municipal officers and personnel, is integral to the intended and productive effectuation of the Animal Housing Contract. Behaviors that contribute to a hostile, humiliating and/or intimidating work environment, including abusive language or behavior, or denigration via any type of media source (including social media), are unacceptable and will not be tolerated. An employee who believes they he/ she/ they were subjected to such behavior shall raise his/ her/ their concerns with an appropriate manager or supervisor as soon as possible, but no later than eight (8) days from the most recent occurrence(s). An employee who seeks to formally pursue the matter must file a written complaint which identifies the behaviors, including specific examples believed to cause the hostile, humiliating, and/or intimidating work environment. This must also include time and date of occurrence and the name of person spoken with, including badge or other identification number if appropriate. An investigation will be conducted and reviewed by the Administrator or other approved representative of KCAC, with assistance from the State's Attorney, who will provide a recommendation whether disciplinary actions are warranted and the level of severity taken. The Municipality will then be notified of the determination. The three levels of disciplinary action are: 1) written warning to the head of the department/municipality; 2) suspension of Animal Control services for a time of no less than one (1) month; or, in extreme cases, 3) termination of the Animal Housing Contract. Progressive discipline will be used unless the event is egregious and warrants an immediate cancelation of the contract.

Section 13. 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:
Police Chief Doug Pann
215 Industrial Drive
Hampshire, IL 60140

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

Police Chief Doug Pann
dpann@hampshireil.org
847-683-2240

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 14. 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 15. 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 16. 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: [REDACTED]
Corinne Pierog County Board Chairman

ATTES
John A. Cunningham
Kane County Clerk





MUNICIPALITY

Municipality: Village of Hampshire

Signature: 

Date: 10/17/2024

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CLERK’S CERTIFICATE
(RESOLUTION)

I, Karen L. Stuehler, certify that I am the duly appointed and acting Clerk of the Village of Hampshire, Kane County, Illinois, and I do hereby certify that I am currently the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution titled:

**A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN KANE COUNTY, ILLINOIS AND THE VILLAGE OF
HAMPSHIRE, KANE COUNTY, ILLINOIS
(Animal Control Services)**

I certify that on October 17, 2024, the Board of Trustees of Hampshire (or the Corporate Authorities, if required by law) passed and adopted Resolution No. 24-32, which was approved by the Village President on the 17 day of October, 2024.

I do further certify, in my official capacity, that a quorum of said Board of Trustees was present at the meeting and that the meeting was held in compliance with all requirements of the Open Meetings Act (5 ILCS 120/1, *et seq.*).

A copy of such Resolution was available for public inspection upon request in the office of the Village Clerk.

DATED at Hampshire, Illinois, this 18 day of October, 2024.

[Redacted Signature]

Karen L. Stuehler, Village Clerk
Village of Hampshire

