



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

***Authorizing the County Executive to Execute an Intergovernmental Agreement
Between the County of Will and Village of Homer Glen for the Provision of Animal
Protection Services***

WHEREAS, 5 ILCS 220/1et seq. provides that any power, privilege or authority exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, Section 90.27 of the Will County Animal Protection Services Ordinance provides that the Will County Animal Protection Services with the approval of the Will County Board, may enter into intergovernmental agreements with municipalities to develop an animal control program within that municipality and to assess a fee for said service; and

WHEREAS, the Will County Animal Protection Services Ordinance has proposed to provide certain services for a fee within the municipal boundaries of Village of Homer Glen as described in the attached Intergovernmental Agreement; and

WHEREAS, the Will County Board and the corporate authorities of Village of Homer Glen believe that it is in the best interests of the citizens of Village of Homer Glen and the County of Will that this agreement be entered into for the provision of animal protection services; and

WHEREAS, the Executive Committee concurs with this recommendation and recommends that the County Executive be authorized to execute the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute the attached Intergovernmental Agreement with Village of Homer Glen, subject to the review and approval of the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 19th day of September, 2024.

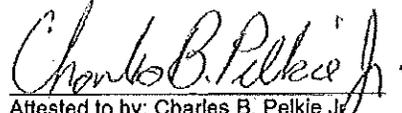
AYES:	Deane-Schlottman, VanDuyne, Ogalla, Pretzel, Butler, Newquist, Balich, Richmond, Parker, Williams, Diaz, Winfrey, Logan, Freeman, Revis, Mitchell, Ortiz, Berkowicz, Mueller, Costa, Traynere
ABSENT:	Coleman

Result: Approved - [Unanimous]



Jennifer Bertino-Tarrant
Will County Executive

Approved this 4 day of October, 2024.



Attested to by: Charles B. Pelkie Jr.
Interim County Clerk

(SEAL)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE COUNTY OF WILL
AND
VILLAGE OF HOMER GLEN
FOR THE PROVISION OF ANIMAL PROTECTION SERVICES**

THIS AGREEMENT, is made by and between the COUNTY OF WILL, a body corporate and politic, acting by and through its County Board hereinafter referred to as "COUNTY," and the Village of Homer Glen acting by and through its elected Board of Trustees, hereinafter referred to as "VILLAGE" for the purpose of providing animal control services.

WHEREAS, 5 ILCS 220/1 et seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State; and

WHEREAS, the VILLAGE and the COUNTY are public agencies as that term is defined in the Intergovernmental Cooperation Act (5ILCS 220/1 et seq.); and

WHEREAS, pursuant to sec 90.21 of the Will County Animal Protection Services Ordinance, the Will County Animal Protection Services Department has the authority subject to the approval of the County Board to enter into contracts with municipalities to provide animal control services and to assign fees for the services provided; and

WHEREAS, the County Board of Will County, Illinois and the corporate authorities of the Village of Homer Glen believe that it is in the best interests of the citizens of the Village of Homer Glen and Will County to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follows;

Section 1. Recitals. The recitals herein above set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

Section 2. Term. This agreement will be effective on _____, 2024 and will terminate on _____, 2027, unless terminated earlier by either party giving ninety (90) days written notice to the other party.

Section 3. Duties and Responsibilities. The COUNTY and the VILLAGE shall have the following duties and responsibilities:

Attachment: Homer Glen IGA (24-237 : IGA Between Will County and Village of Homer Glen)

The COUNTY shall:

- A) Respond in a timely manner to call outs received from officers of the VILLAGE's Police Department for stray animals.
- B) Take custody of the stray animal, if found;
- C) Fax a copy of the complaint with police issued case number to the VILLAGE.
- D) Bill the VILLAGE for call outs on a monthly basis.
- E) Hold stray dogs and cats for 7 business days unless otherwise specified under county ordinance 90.15. The administrator may make an immediate determination of placement any impounded animals besides dogs and cats.
- F) Respond to wildlife calls in accordance with the wildlife response policy provided in this agreement.
- G) Come out and remove a dangerous animal in possession of an owner per county ordinance 90.10.

The COUNTY may provide guidance for:

- A) Orphaned or trapped baby wild animals
- B) Wildlife situations that pose extreme danger to the public and require immediate assistance.

The VILLAGE shall:

- A) Provide specific information regarding the location of the stray animal and a case number at the time of the call out;
- B) Pay all fees to the COUNTY in conformance with the schedule set forth in Section 4 below within 30 days of invoice.
- C) Post pictures of stray animals on their social media to help identify and reunite the animal with the owner. Any potential owner information gathered from the social media post shall be shared with WCAPS within 24 hours.
- D) Refrain from advising citizens to turn contained animals loose as it poses a safety hazard for the public.
- E) Refrain from accepting owners surrender animals on behalf of Will County Animal Protection Services. If an owner is looking to rehome a pet they should contact the organization or individual they received the animal from. The owner may contact Will County Animal Protection Services for additional assistance.

Section 4. Definitions.

A) Emergency Calls for Assistance are defined as:

- a. Hit By Car (not deceased!) or other serious injury (If the owner is unknown or not present)
- b. Animal involved in an arrest or crime scene.
- c. Dog bite where the dog is running at large (Only if owner is unknown)
 - i. WCAPS does not pick up or confiscate a dog for biting when the owner is known and has the dog secured.
- d. Aggressive animal that poses an immediate threat to the public (Only if attempts to contact the owner have been unsuccessful or if the owner is unknown)
- e. Bats in the living space of a residence or contained wild mammal that has bitten a human or companion animal.
- f. A dangerous animal as defined by county ordinance and this IGA and is in possession of an owner.

B) A dangerous animal is defined as a wild or exotic animal, not indigenous to this State, not commonly found as a domestic animal that would create a potential risk to public safety including but not limited to: bears, wolves, coyotes, jackal, fox, or hybrid thereof, lions, tigers, jaguars, leopards, cougars, panthers, lynx, bobcats, ocelots, any hybrid thereof or any other similar feline animal, alligators, crocodiles, caimans, snakes and reptiles that are venomous or life-threatening, apes, baboons, macaques, bison, and rodents weighing more than one (1) pound, with the exception of guinea pigs.

Section 5. Fees and services. The services to be provided and the fees to be paid pursuant to this Intergovernmental Agreement are as follows:

Service Provided	Fee
Domestic/Companion Animal Call Out M-F, 8:30 am – 4:30 pm	\$175
Wildlife Call Out M-F, 8:30 am – 4:30 pm	\$200
Dangerous Animal Call Out M-F, 8:30 am – 4:30 pm	\$300
Cancelled Call M-F, 8:30 am – 4:30 pm	\$50
Domestic/Companion Animal Call Out Afterhours (4:30 pm – 8:30 am), weekends, and holidays—Emergencies Only	\$325
Wildlife Call Out Afterhours (4:30 pm – 8:30 am), weekends, and holidays	\$350
Dangerous Animal Call Out Afterhours (4:30 pm – 8:30 am), weekends, and holidays	\$500
Cancelled Call Afterhours (4:30 pm – 8:30 am), weekends, and holidays	\$100

*Once Animal Protection Services arrives on scene, the VILLAGE will be charged the full-service fee whether or not an animal is taken into custody.

Section 6. Wildlife response policy. Will County Animal Protection Services provides wildlife services necessary for rabies control:

- A) Bats in living spaces of residences or when there has been exposure to people or companion animals.
- B) Wild mammals (skunks, raccoons, fox, coyotes, etc.) that have bitten a human or companion animal and are contained.
- C) Calls for sick or injured wildlife or nuisance wildlife will be referred to the IL Department of Natural Resources, local wildlife centers or rchabbers, or private wildlife trappers.

Section 7. Severability. Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 8. Successors and Assigns Clause. This Agreement and the agreements, restrictions, and provisions herein contained shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and on all parties, assigns, and successors.

Section 9. Entire Agreement. This Agreement is the sole and exclusive statement of the understandings and agreements of the parties with respect to its subject matter. No provision of this Agreement may be modified, waived or amended except by a written instrument executed by the parties hereto.

Attachment: Homer Glen IGA (24-237 : IGA Between Will County and Village of Homer Glen)

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as of the day and year set forth below.

COUNTY OF WILL, STATE OF ILLINOIS

By: [Signature]
Date: 10-4-26
Name: Jennifer Bertino-Tarrant
Title: County Executive

ATTEST: [Signature]
Date: 10/7/24
Name: ~~Lauren Staley-Ferry~~ Charles B. Pelkie Jr
Title: County Clerk

VILLAGE OF HOMER GLEN

By: [Signature]
Date: 9/16/24
Name: ~~Christina Heitler-Troka~~
Title: Mayor

ATTEST: [Signature]
Date: 8/15/24
Name: Candice Bilski
Title: Village Clerk

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