

**AN INTERGOVERNMENTAL AGREEMENT FOR AN ANIMAL CONTROL PROGRAM
WITHIN HAMILTON COUNTY, ILLINOIS**

THIS AGREEMENT is made and entered by and between Hamilton County, Illinois, (hereinafter referred to as the "County") and McLeansboro, Illinois, all Illinois Municipal Corporations, (hereinafter referred to as the "McLeansboro") effective on the last date signed by a party hereto.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, the Animal Control Act, 510 ILCS 5/1 et seq. defines authority to the County to maintain an Animal Control Program and to charge fees for registration and other such services which may be required to capture, restrain, and return/dispose stray canines; and

WHEREAS, the Illinois Department of Agriculture has defined standards for the construction and operations of an "Animal Control Shelter" which shall provide humane care for animals within the charge of the McLeansboro Animal Control Administrator / Warden until such time the canine is returned to its owner or disposed of through approved methods.

WHEREAS, the County and McLeansboro find it beneficial to the residents of Hamilton County to enter into agreement for the provision of an Animal Control program within Hamilton County, Illinois.

NOW THEREFORE, the parties. hereby mutually agree as follow:

1. **Agreement.** The parties agree to jointly administer an Animal Control program for Hamilton County, Illinois. This agreement shall be for twelve months and without proposed replacement shall automatically renew.
2. **Animal Control Services.** The County shall receive animal control services from the city of McLeansboro for the residents of Hamilton County. Services shall include responding to calls to retrieve canine at large, canine strays who have been restrained, investigating complaints of nuisance canines, investigating and interviewing owners of canines reported to have bitten a human, generating reports.
3. **Reimbursement.** Hamilton County shall reimburse the City of McLeansboro for actual labor costs including all benefits during the time the city employee is responding to an animal control call outside of the McLeansboro city boundaries and any necessary court appearances.
4. **Shelter.** McLeansboro shall provide suitable Animal Control Shelter in compliance with the Illinois Department of Agriculture defined standards. Hamilton County shall pay \$3.00 per day, per animal received by the Animal Control Shelter from outside of the McLeansboro city boundaries.
5. **Vehicle.** County shall provide a suitable animal control vehicle with necessary insurance and access to county funded fuel for the purposes of providing an Animal Control Vehicle.

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6. **Registration / Recovery / Stray Fees:** McLeansboro may, as allowed by law, collect such registration fees as are warranted and other such fees for recovery of stray dogs by owners as may be determined by the Hamilton County Board.
 - a. Fees collected through Animal Control shall be used exclusively to defray existing costs, procure, or upgrade equipment or add or enhance community services.
 - b. Fees for recovery of stray dogs collected outside of the McLeansboro city boundaries shall be applied as a credit to the invoice for the collection of said animal.

7. **Compliance with Laws: Inspections of Records.** McLeansboro shall perform the animal control services in compliance with all applicable federal, state laws, ordinances, and regulations. Inspection results will be provided to all stakeholders.

8. **Issuing Violations.** McLeansboro Animal Control personnel shall investigate matters pursuant to established policies and procedures and, upon a determination that probable cause exists that a violation of has/is being committed, shall request the appropriate law enforcement agency to attend with the Animal Control Warden for the purpose of issuing citations at the discretion of the law enforcement officer.

9. **Court Appearances.** McLeansboro agrees to make its animal control personnel available for all necessary court appearances to prosecute cases.

10. **Indemnification.** To the fullest extent allowed by law, McLeansboro shall defend, indemnify and save harmless Hamilton County and its officers, agents and employees from any and all claims, demands, suit, actions or proceedings of any kind or nature, including Workers Compensation claims, and including the cost of defending same including costs and attorney's fees, of or by anyone whomsoever proximately caused by the negligence or intentional misconduct of those performing services pursuant to this agreement and the acts or omissions of employees or agents, except to the extent caused by the negligence or intentional misconduct of the Municipalities, its officers or employees. McLeansboro and Hamilton County shall cooperate fully in the defense of all claims arising out of the performance of this Agreement.

11. **Amendments.** This Agreement may be amended only by writing signed by all parties and approved by the governing boards of McLeansboro and the County. In the event of an extraordinary event, or an amendment to an applicable Federal or State law, or judicial interpretation of the same, the parties hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.


12. **Termination.** Any party may terminate this contract with cause by providing forty-five (45) days written notice to all other parties.

13. **Entire Agreement.** This writing constitutes the entire agreement between the parties and supersedes all prior understandings, written or oral, between the parties relating to its subject matter.


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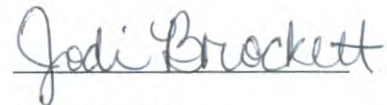
PRESENTED, APPROVED and ORDAINED by the Hamilton County Board in regular session on December 21, 2021.


For Hamilton County, Illinois Date
01-18-2022


For McLeansboro, Illinois Date
1/11/22

ATTEST:


Mary Anne Hopfinger
Hamilton County Clerk


Jodi Brockett
McLeansboro, Illinois