

**CITY/COUNTY JOINT ANIMAL CONTROL CONTRACT
AGREEMENT**

THIS AGREEMENT entered into this 18th day of November, 2020 between the City of Monmouth, a Municipal Corporation, located in the County of Warren, State of Illinois, hereinafter referred to as “CITY”, and the County of Warren, a Political Subdivision of the State of Illinois, located in the State of Illinois, hereinafter called “COUNTY”.

WHEREAS, CITY and COUNTY individually have certain responsibilities for control and/or care of abandoned or stray cats and dogs as required by local ordinances and/or State Statutes, and

WHEREAS, CITY and COUNTY desire to provide for the care of abandoned or stray cats and dogs in the most economical manner for the residents of their respective jurisdictions, and

WHEREAS, CITY and COUNTY have, for a number of years, jointly operated an animal control shelter, which shelter was constructed by the COUNTY on land owned by the CITY, and

WHEREAS, CITY and COUNTY desire to share said facility for the care of abandoned or stray cats and dogs.

NOW THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, it is agreed as follows:

1. That CITY and COUNTY will continue to jointly use the animal control shelter facility located in the City of Monmouth for the purpose of housing and caring for stray or abandoned cats or dogs, or cats and dogs running at large in violation of local ordinances and /or State Statute.
2. That CITY and COUNTY shall, not less than quarterly, provide the other party with a written statement clearly showing all receipts and expenditures incurred in the operation of the shelter for the previous calendar quarter. The party with the least net operating expense for the preceding calendar quarter shall pay to the party with greatest net operating expense a sum equal to one-half (1/2) of the difference shown on the respective quarterly statements. Said payment be made within thirty (30) days of the end of each calendar quarter.
3. That the COUNTY’S income and expenses incidental to the issuance of dog licenses be wholly retained and borne by the COUNTY.

4. That the CITY'S income and expenses incidental to the issuance of cat licenses be wholly retained and borne by the CITY.
5. That each party to this Agreement shall assume and hold the other harmless for any and all liability arising by reason of the acts of their respective employees in the performance of this Agreement.

THIS INSTRUMENT contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written contract shall be valid or binding; and the Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed thereon.

THIS AGREEMENT shall insure to the benefit and be binding upon the assignees and successors of the respective parties until November 30, 2021. Notice of termination must be thirty (30) days before the expiration of contract by either party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf respectively by their proper officers or officials hereunto duly authorized by their respective governing bodies and their corporate seals to be hereto affixed.

COUNTY OF WARREN, Illinois

CITY OF MONMOUTH, Illinois

by: _____

Mike L. Pearson
Chairman, Warren County Board

by: _____

Rod Davies
Mayor

Date: _____

Date: _____

Witness: _____

Witness: _____