

INTERGOVERNMENTAL AGREEMENT BY AND AMONG

**THE COUNTY OF UNION, ILLINOIS,
THE CITY OF ANNA, ILLINOIS,
THE CITY OF JONESBORO, ILLINOIS,
THE VILLAGE OF ALTO PASS, ILLINOIS,
THE VILLAGE OF COBDEN, ILLINOIS
THE VILLAGE OF DONGOLA, ILLINOIS
AND
THE VILLAGE OF MILL CREEK, ILLINOIS**

**RELATING TO THE FUNDING OF THE
UNION COUNTY ANIMAL CONTROL PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT is made as of December 1, 2011 (the "Effective Date"), by and among the County of Union, Illinois, a body politic and corporate, ("Union County"), the City of Anna, Illinois, a municipal corporation ("Anna"), the City of Jonesboro, Illinois, a municipal corporation ("Jonesboro"), the Village of Alto Pass, Illinois, a municipal corporation ("Alto Pass"), the Village of Cobden, Illinois, a municipal corporation ("Cobden"), the Village of Dongola, Illinois, a municipal corporation ("Dongola"), and the Village of Mill Creek, Illinois, a municipal Corporation ("Mill Creek", and together with Union County, Anna, Jonesboro, Alto Pass, Cobden and Dongola, the "Parties").

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.*, the Parties are authorized to enter into an intergovernmental agreement; and

WHEREAS, pursuant 65 ILCS 5/1-1-5, the corporate authorities of a municipality may exercise powers jointly with other municipal corporations and with a county; and

WHEREAS, pursuant to the Animal Control Act, 510 ILCS 5/1 *et seq.*, Union County may regulate dogs, cats or other animals and, pursuant to the Animal Control Act, 510 ILCS 5/1 *et seq.* and the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, Anna, Jonesboro, Alto Pass, Cobden, Dongola and Mill Creek may regulate dogs, cats or other animals; and

WHEREAS, Union County has established a Union County Animal Control Program; and

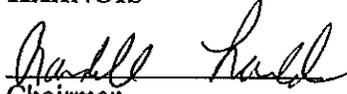
WHEREAS, the Parties desire to assist Union County in funding the Union County Animal Control Program in order to regulate dogs, cats and other animals in a consistent and coordinated manner and to provide a comprehensive and uniform animal control program.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promise contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- (1) The Parties shall fund the Union County Control Program according to the attached Exhibit "A". Payments made under this Agreement shall be due on September 1, 2012 and shall be paid to the Union County Treasurer.
- (2) All monies paid to the County pursuant to this Agreement shall be deposited in the Union County Animal Control Fund.
- (3) The term of this Agreement shall be from the Effective Date through November 30, 2012.
- (4) Any fines collected pursuant to the enforcement of any ordinance relating to animal control adopted by any Party shall be deposited in the Union County Animal Control Fund and, each year upon adoption of this Agreement, such monies shall be applied so as to offset the annual contribution of each Party to the Union County Animal Control Program.
- (5) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not be affected.
- (6) This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by any Party without the written consent of the Parties.
- (7) The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**COUNTY OF UNION,
ILLINOIS**


Chairman,
Union County Board of Commissioners

ATTEST;

Union County County Clerk

**CITY OF ANNA,
ILLINOIS**

Mayor

ATTEST;

City Clerk

**CITY OF JONESBORO,
ILLINOIS**

Mayor

ATTEST;

City Clerk

**VILLAGE OF ALTO PASS,
ILLINOIS**

Village President

ATTEST;

Village Clerk

**VILLAGE OF COBDEN,
ILLINOIS**

Village President

ATTEST;

Village Clerk

**VILLAGE OF DONGOLA,
ILLINOIS**

Village President

ATTEST;

Village Clerk

**VILLAGE OF MILL CREEK,
ILLINOIS**

Village President

ATTEST;

Village Clerk