

WARREN COUNTY, ILLINOIS
RESOLUTION NO. _____

CONTRACT FOR SERVICES BY ANIMAL CONTROL WARDEN

This contract is made by and between Warren County, a duly constituted County of the State of Illinois (COUNTY) and _____, Animal Control Warden (WARDEN), pursuant to appointment as WARDEN by Dr. Mark F. Hall, Animal Control Administrator (ADMINISTRATOR) for the COUNTY as authorized by the County Board. (Illinois Animal Control Act, Illinois Compiled Statutes, Chapter 510, Act 5, Section 1 et. Seq.)

WARDEN, an independent contractor, and COUNTY mutually promise and agree to the terms of this contract as follows:

1. DURATION AND TERMINATION OF CONTRACT:

- A. This contract shall begin on December 1, 2022, and terminate on November 30, 2023, inclusive.
- B. WARDEN or COUNTY may otherwise terminate this contract upon thirty (30) days written notice to the other party. Notice of termination pursuant to this subsection shall be made by personal service or via first class mail service.
- C. Upon a breach of this contract, the non-breaching party may terminate this contract upon thirty (30) days written notice to the breaching party. Notice of termination pursuant to this subsection shall be made by personal service or via first class mail service. Notice of termination pursuant to this subsection shall become ineffective if the breaching party cures the breach within the thirty (30) day notice period.

2. COMPENSATION:

- A. WARDEN shall receive compensation of (_____) from County for the duration of this contract.
- B. Payment shall be made in equal installments beginning Friday, December 9, 2022, and thereafter every other Friday.
- C. Payment shall be made the first Friday of regularly scheduled payment upon early termination of this contract pro-rated to the date early termination became effective.

3. PERFORMANCE BY WARDEN:

- A. WARDEN shall devote as much time as reasonably necessary to fully perform WARDEN'S duties as required by the ADMINISTRATOR, COUNTY ordinances and the laws of the State of Illinois.

- B. WARDEN may contract with other units of local government to provide animal control services.
4. VEHICLE AND VEHICLE ALLOWANCE:
- A. WARDEN shall provide a vehicle that will allow WARDEN to reasonably perform the duties required under this contract.
 - B. WARDEN shall pay for all expenses related to the vehicle WARDEN has provided pursuant to this contract.
 - C. WARDEN shall purchase and keep in effect liability insurance on the vehicle provided by WARDEN pursuant to this contract. WARDEN shall provide COUNTY with proof of liability insurance. The minimum limits of such liability coverage shall be set by COUNTY.
 - D. WARDEN shall be paid a vehicle expense allowance of _____ Payment shall be made in equal installments beginning December 9, 2022, and thereafter every other Friday.
5. UNIFORMS AND EQUIPMENT:
- A. COUNTY shall provide WARDEN with the following uniform clothing:
 - i. \$100 per year clothing allowance
 - B. Patches for shirts, cap and jacket or coat that identifies WARDEN as WARREN COUNTY ANIMAL CONTROL WARDEN.
 - C. Uniforms and equipment shall be replaced on an as needed basis as determined by the ADMINISTRATOR and/or the Animal Control Warden.
 - D. All uniforms, equipment and patches purchased pursuant to this section are and shall remain the property of COUNTY.
6. EDUCATION AND TRAINING:
- A. COUNTY shall pay the WARDEN'S continued training as required by the laws of the State of Illinois. Said training costs will be prepaid or reimbursed to WARDEN in an amount not to exceed (\$500) Five hundred. Payment shall cover the cost of tuition, mileage, housing and food. WARDEN shall provide adequate proof of costs to COUNTY to receive reimbursement or prepayment.
 - B. WARDEN shall reimburse COUNTY the cost of initial training at a rate of one-twenty fourth (1/24) for each month less than twenty four (24) consecutive months that WARDEN is not under contract with COUNTY. Reimbursement shall be paid to COUNTY with (30) thirty days of termination or non-renewal of this contract.
 - C. WARDEN may attend one continuing education animal control program per year at COUNTY'S expense thereafter. Attendance at such animal control program shall be approved by the ADMINISTRATOR.
7. MISCELLANEOUS:

- A. WARDEN shall be in uniform at all times while conducting animal control duties except under emergency situations where the changing of clothing would prevent WARDEN from promptly responding.
 - B. WARDEN shall provide for emergency animal control with a qualified individual or individuals during WARDEN'S absence. Said individual or individuals shall be approved by the ADMINISTRATOR.
 - C. WARDEN shall be responsible for all Federal, State and Local taxes and assessments accrued as a result of this contract.
 - D. WARDEN shall not be covered by COUNTY'S Workman's compensation or eligible for any of the COUNTY'S employee benefits.
 - E. This contract represents the entirety of the agreement for animal control between WARDEN and COUNTY. Modifications of this contract shall be in writing and will not require additional consideration.
8. SEVERABILITY:
- A. Any part of parts of this contract that are found to be unlawful by decision of Illinois or United States Court or by a change in Illinois or United States Law shall have no effect on the remainder of the contract.

EXECUTED this _____ day of _____, 2022

Animal Control Warden

Michael Pearson

Chairman, Warren County Board

ATTEST: _____

, Warren County Clerk