



**JUSTICE & SOCIAL SERVICES COMMITTEE AGENDA – SPECIAL MEETING**

**Meeting Rm. 2, Brookens Administrative Center  
1776 E. Washington, Urbana, IL  
Thursday, May 19, 2005 6:15 p.m.**

**Chair:** Anderson

**Members:** Carter, Greenwalt, Hogue, James, Putman, Sapp, Schroeder,  
Tapley

<b><u>ITEM</u></b>	<b><u>PAGE NO.</u></b>
<b>I. <u>CALL TO ORDER</u></b>	
<b>II. <u>APPROVAL OF AGENDA/ADDENDUM</u></b>	
<b>III. <u>PUBLIC PARTICIPATION</u></b>	
<b>IV. <u>ANIMAL CONTROL</u></b> a. Approval of Agreement with the Humane Society.	1-5
<b>V. <u>OTHER BUSINESS</u></b>	
<b>VI. <u>DETERMINATION OF ITEMS TO BE PLACED ON COUNTY BOARD CONSENT AGENDA</u></b>	
<b>VII. <u>ADJOURNMENT</u></b>	

**AN AGREEMENT  
FOR ANIMAL IMPOUND SERVICES**  
(Champaign County Humane Society – County of Champaign)

THIS AGREEMENT is made and entered by and between the Champaign County Humane Society, An Illinois Not-For Profit Organization, (hereinafter referred to as “Humane Society”) and Champaign County, (hereinafter referred to as “County”) effective on the last date signed by a party hereto.

WHEREAS, the County is committed to provide all services necessary for the impoundment, care, transfer, and euthanasia of all animals delivered to the County by other units of government and members of the public, subject to its intergovernmental agreements with other units of government for such services; and

WHEREAS, the County proposes to provide an Animal Services Facility primarily for the impounding of animals by local law enforcement agencies;

WHEREAS, this Agreement is in the best interest of the Humane Society and the County

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **County as Independent Contractor.** The County will be solely responsible for the hiring of facility personnel and veterinarian services at its facility.
2. **Adoptions.** The County agrees to make every effort to place healthy, adoptable animals in the care of the Humane Society or breed rescue groups for adoption.
3. **Spaying/Neutering.** The Humane Society agrees either to pay the County to have each animal spayed or neutered prior to taking possession of the animal, or to sign a written agreement to ensure the animals are spayed or neutered within thirty (30) days after the Humane Society takes possession of the animal, as required by State law. By entering into this Agreement, the Champaign County Board delegates to the Director of the Animal Control

Facility the power to enter into such agreements, provided they incur no cost to the County. The County may, at its discretion, use reasonable means other than spaying or neutering, to render an animal incapable of reproduction if substitution of such other means is allowed by State law. Payment for spaying or neutering, or other services to render an animal incapable of reproduction shall be on the basis of actual cost. If an animal is released to the Humane Society without being altered, proof to the County of sterilization will be required as soon as is practicable after sterilization has occurred and before the animal is adopted.

4. **Compliance With Laws.** The County shall operate the facility in a humane and sanitary manner and in compliance with all applicable state, federal, local laws, ordinances and regulations.

5. **Hours of Operation; Access.** The facility shall be open to the public no less than eight (8) hours per day, Monday through Friday, excluding County holidays and no less than three (3) hours a day on Saturday and Sundays.

6. **Transfer of Ownership.** Animals delivered to the County from the Humane Society shall become the property of the County after one of the following events occurs: after the expiration of any applicable redemption period; upon execution of an owner-relinquishment form of the animal(s) owner(s); after issuance of an order or other release authorizing the County to take ownership of the animal. The County is thereafter authorized to adopt out, convey, euthanize or otherwise dispose of the animal in whatever manner it deems appropriate. The County accepts sole responsibility for its discretionary decision.

7. **Transfer of Animals.** Those animals deemed adoptable by the County will be offered to the Humane Society on a weekly basis. The authorized Humane Society employee will pick up adoptable animals from the Animal Services Facility when notified by the Director of the Animal Services Facility. Animals will only be released to the Executive Director of the Humane Society or a Humane Society employee designated in writing by the Executive

Director. In the event the Humane Society elects not to accept an animal, the Director of the Animal Services Facility shall make a decision of the final disposition of the animal.

8. **Adoption of Animals.** The County and Humane Society agree that only spayed or neutered animals will be adopted to the public. Adoption of the animals shall be the sole responsibility of the Humane Society or breed rescue group. All animals released to the Humane Society or breed rescue groups will be inoculated for rabies as required by local ordinance or state law, and microchipped at a cost to the Humane Society or breed rescue group. The Humane Society may, at its option, provide the Animal Services Facility with a supply of microchips registered in its name. The Animal Services Facility will use said microchips to microchip animals provided that, within thirty (30) days after an animal so microchipped is adopted from the Humane Society, the Humane Society will provide the Animal Services Facility written notice of the name and address of the adoptee associated with the animal's microchip number. The Humane Society warrants that this practice will not violate any agreement it has with its microchip supplier.

9. **Liaison.** The Director of the Animal Services Facility and the Executive Director of the Humane Society shall act as liaisons between the Animal Services Facility and the Humane Society.

10. **Animals found by the Public.** Any animal found within the unincorporated areas of the county and contracting cities and villages by a member of the public must be brought to the Animal Services Facility. If an animal is brought to the Humane Society when the Animal Services Facility is not open, then the Humane Society shall make all reasonable effort to contact the relevant agency to have the animal placed in the Animal Services Facility. The relevant agency is as follows:

Where Animals Found:

Champaign

Agency:

Champaign Police Department

Urbana

Urbana Police Department

Elsewhere in Champaign County

Champaign County Animal Control Officer On Call

If the Humane Society is unable to contact the relevant agency after making reasonable attempts to do so, the Humane Society shall then impound the animal until such time as when the Animal Services Facility employees are on duty. The Humane Society must contact the Animal Services Facility to arrange for the transfer of the animal to the Animal Services Facility as soon as possible. The Humane Society shall be paid \$10 per day for each animal kept pursuant to this paragraph from the date of notification to the Animal Services facility at a telephone number designated in writing by the County, provided that in no event shall the County be charged this fee if the animal leaves the custody of the Humane Society within an hour after notification of the Animal Services Facility.

11. **Acknowledgement.** Whenever the Humane Society adopts out an animal provided by the County, the Humane Society shall acknowledge in an on-line data base or card provided by Hill's Science Diet Food Company that the animal is provided by the County.

12. **Payments.** Each party shall invoice to the other all payments due no later than the 15<sup>th</sup> of each month. All payments from shall be received no later than the 15th of the following month.

13. **Duration; Termination.** This agreements shall be effective on the date of the last of the County or Humane Society to sign, and shall last for a period of two (2) years. Either party may terminate this contract by notifying the other party in writing at least sixty (60) days before termination is to become effective. The written notice shall be sent first class mail, return receipt requested to:

Director of Humane Society  
1911 E. Main St.  
Urbana, IL 61802

Champaign County Board  
Chair  
1776 East Washington Street  
Urbana, Illinois 61801

14. **Amendments.** This Agreement may be amended only by writing signed by both parties.

15. **Survival of Provisions.** Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

Champaign County Humane Society

CHAMPAIGN COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

State's Attorney

CB 2005-\_\_\_\_\_