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Champaign County Spay and Neuter Service Agreement 2024

THIS **Spay and Neuter Service Agreement** ("AGREEMENT") is entered into by and between the County of Champaign, Illinois - Animal Control ("COUNTY") and private clinic, Cattails Rescue 106 Marsh Hawk Drive, Leroy, Illinois 61752("CONTRACTOR"), effective on the last date signed by a party hereto.

WHEREAS, COUNTY through the Animal Control Department operates the Champaign County Animal Services Facility, located at 210 South Art Bartell Road, Urbana, IL 61802, where stray and impounded animals are temporarily harbored, and

WHEREAS, COUNTY wishes to aid in the reduction of the over-population of dogs and cats by assuring that dogs and cats are sterilized prior to being released or transferred to an adoption organization, and

WHEREAS, COUNTY has allocated funds specifically for the purpose of subsidizing spay and neuter services to make them more accessible to residents, and

WHEREAS, Illinois Animal Welfare Act 225 ILCS 605 Chapter 8, Section 3.3 requires that an animal shelter or animal control facility shall not adopt out any dog or adopt out or return to field any cat unless it has been sterilized and microchipped, and

WHEREAS, CONTRACTOR is experienced and licensed to practice veterinary medicine in the state of Illinois, and has agreed to provide services to assist in this venture as outlined below, and

WHEREAS, it is necessary to designate an agreement for a percentage of front-loaded compensation with additional, determine cost of services, and outline the terms of the agreement to meet increased demand and better meet community needs, and

WHEREAS, this AGREEMENT is in the best interest of the COUNTY and the community, and

WHEREAS, the parties wish to enter into this AGREEMENT to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

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



Definitions: For the purposes of this AGREEMENT, the following definitions apply:

- Agreement
 - A formal written document outlining the terms and conditions under which the spay and neuter services will be provided by CONTRACTOR to COUNTY, signed by all parties involved.
- Animal Control Services Facility
 - Facility operated by COUNTY that is responsible for managing stray, abandoned, impounded, and surrendered animals, enforcing animal control laws, and providing care and shelter for animals.
- Contractor
 - The veterinary clinic or veterinary professional that has entered into the AGREEMENT with COUNTY to provide spay and neuter services to eligible animals under the terms and conditions specified in the contract.
- County
 - The local government entity that has entered into the agreement with CONTRACTOR to provide funding and support for the spay and neuter program. The county is responsible for administering the program, promoting it, and ensuring compliance with the terms of the AGREEMENT.
- Facilities
 - Refers to a lab room, with associated equipment allowing for spaying/neutering, minor surgery, micro chipping, general health treatments and euthanasia.
- Front-loaded compensation
 - A payment arrangement in which COUNTY provides a lump sum of advance payment to CONTRACTOR at the beginning of the AGREEMENT or program period. This payment is intended to cover the costs of providing the spay and neuter services for the duration of the program.
- Spay and neuter services
 - Veterinary procedures that involve the surgical removal of an animal's reproductive organs to prevent reproduction. "Spay" refers to the sterilization of female animals, and "neuter" refers to the sterilization of male animals.
- Sterilized
 - The condition of an animal after it has undergone spay or neuter surgery, meaning it is no longer capable of reproducing. This is a key goal of the spay and neuter program to control the pet population.

1. Services

- 1.1 CONTRACTOR will provide spay and neuter surgeries for cats at an agreed upon cost (for the duration of this AGREEMENT) as outlined in section 13. Payment Provisions.
- 1.2 CONTRACTOR shall perform these services under their own insurance, using their own supplies and staff at their facilities.
- 1.3 CONTRACTOR shall provide COUNTY with the following designated appointment times on a weekly/monthly/other basis, during which COUNTY will transport the animals to CONTRACTOR's office, located at _____

_____ and will retrieve them post services.

- 1.4 No additional services will be provided, and COUNTY agrees to drop off or retrieve all animals. Carriers are required.

2. Terms

- 2.1 The terms of this Agreement shall be from the date last signed by the parties until 60 days following the final termination, unless amended by agreement of the parties.

3. Payment

- 3.1 COUNTY will pay to CONTRACTOR as partial up-front payment for all services rendered pursuant to this AGREEMENT in the amount of \$10,000 to be invoiced as outlined in section 4. Invoices and section 13. Payment Provisions.

3.1.1 One (1) initial upfront down payment of a percentage of the anticipated total cost of services to be completed during this AGREEMENT using section 13. Payment Provisions in the amount of \$10,000 by COUNTY to CONTRACTOR.

3.1.2 Monthly payments for expected appointments during the following month as invoices from CONTRACTOR are received by COUNTY.

3.1.3 CONTRACTOR shall first work through the up-front down payment amount paid by COUNTY, sending monthly invoices on time. CONTRACTOR shall begin receiving monthly checks once the up-front funds paid by COUNTY are depleted.

3.2 The payment specified in section 13. Payment Provisions shall be the only payment made to CONTRACTOR for services rendered pursuant to this AGREEMENT.

3.3 The total amount of this contract and payments made under this AGREEMENT shall not exceed \$30,000. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this AGREEMENT.

CONTRACTOR shall charge for travel according to the Federal General Service Administration (GSA) guidelines.

3.4. The cost of services should not exceed \$2,000 for any single animal without prior written approval from Animal Control staff.

4. Invoices

4.1. CONTRACTOR shall provide invoices to COUNTY monthly within seven (7) calendar days of the start of each calendar month.

4.2. Invoices for payment shall be on CONTRACTOR'S letterhead with the AGREEMENT contract number clearly stated. Invoices should also include the CONTRACTOR name and remittance address, a unique invoice number, and a list of expenses with dollar amounts in accordance with section 13. Payment Provisions.

Invoices for payment shall be submitted to the following address or via email to the address below:

Champaign County Animal Services Facility
Attn: Accounts Payables
210 South Art Bartell Road
Urbana, IL 61802
Email: animalcontrol@champaigncountyil.gov

5. Duration; Termination

5.1 This AGREEMENT shall be effective on the date that the last party to this agreement signs it and shall be effective through December 31st, 2024. Either party may terminate this agreement by notifying the other party in writing at least thirty (30) days before termination is to become effective.

5.2 In the event of termination, the CONTRACTOR shall be compensated for all services performed up to the effective date of termination, and COUNTY shall receive a refund of any unearned prepaid amounts.

The written notice of termination shall be sent first class mail, return receipt requested to:

Champaign County Animal Services Facility
Attn: Assistant Animal Control Director
210 South Art Bartell Road

Urbana, IL 61802

6. Amendments

6.1. This AGREEMENT may be amended only by writing signed by both parties.

7. Survival of Provisions

7.1. Any terms of this AGREEMENT that by their nature extend after the end of the AGREEMENT, whether by way of expiration or termination, shall remain in effect until fulfilled.

8. Indemnification

8.1. Each Party agrees to indemnify and hold harmless the other Party and its affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, to the extent they result from the negligence of the Indemnifying Party or its permitted successors and assigns in connection with the services provided under this Agreement, or to the extent they result from the breach of this Agreement by the Indemnifying Party. This indemnification and hold harmless obligation shall remain in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

9. Independent Contractor Status

9.1. The parties intend that the relationship between the parties is that of an independent contractor in the performance of these services. Contractor shall have the right to control and determine the method and means of performing the above services consistent with the overall goals. As an independent contractor, County Personnel Policies and Procedures do not in any way and at any time apply to the Contractor.

10.

Assignment

10.1. No Party may subcontract, delegate, transfer, or assign its rights and obligations under this Agreement without the written consent of the other Party to this Agreement.

11. Governing Law and Venue

11.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Contract shall be in Champaign County, Illinois.

12. Entire Agreement

12.1. This Agreement represents the entire agreement and understanding between Contractor and COUNTY and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Contractor and COUNTY.

13. Severability

13.1. If any provision of this Agreement or the application thereof to any person or circumstance is held by law, court, or tribunal to any extent to be void, invalid, or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

//Payment Provisions on following page

13. Payment Provisions

1. CONTRACTOR will be paid up front for 50% of total expected services to be performed by December 31st, 2024, the AGREEMENT end date, based on appointment slots they can provide to COUNTY on a weekly or monthly basis.
2. CONTRACTOR shall invoice COUNTY monthly as stated in section 4. Invoices for services based on the fee schedule outlined below. Although CONTRACTOR will be paid up front for 50% of total expected services, invoices to COUNTY for services provided are required monthly for continued payment.

Fee Schedule

Fee Category	Fee Amount
Cat Neuter	25
Cat Spay	50

//Signatures on following page

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

County of Champaign

Animal Services Facility

By: Chelsea Angelo

Date: 8/2/24

ATTEST: C. Angelo

APPROVED AS TO FORM:

A.J. Miller

State's Attorney's Office

CONTRACTOR NAME: Shelton Woodson

By: _____

Date: 8/2/24

ATTEST: _____

APPROVED AS TO FORM:

CONTRACTOR'S Counsel