## RESOLUTION NO. 7879-R51

## A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an "Agreement For Animal Impoundment Services" between the Champaign County Humane Society, Inc. and the City of Urbana, Illinois, a copy of which said Agreement is attached hereto and incorporated by reference, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute said Adding ILL Agreement for Animal Impoundment Services for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 19th day of of

1979.

City Clerk Beverly, Umbarger

APPROVED by the Mayor this 20 day of

1979.

AF 1879-R51

## AGREEMENT FOR ANIMAL IMPOUNDMENT SERVICES

This agreement, made and entered in to this \_\_\_\_\_ day of \_\_\_\_\_\_, 1979, by and between the CHAMPAIGN COUNTY HUMANE SOCI-ETY, INC., hereinafter called "Contractor" and the CITY OF URBANA, a municipal corporation of the State of Illinois, hereinafter called "City".

For and in consideration of the mutual promises hereinafter set forth, it is agreed between the parties as follows:

- 1. Contractor agrees to maintain and operate a facility for the impoundment of stray dogs and cats running at large within the City, said facility to include all necessary buildings and grounds for the proper and adequate maintenance, care and feeding of all animals impounded therein, the same to be maintained in conformity with all the requirements of statutes and regulations in the State of Illinois, and all ordinances of the City. Said facility shall at all times be maintained and operated in a sanitary and clean condition and in a humane manner.
- 2. Contractor agrees to accept from the City any and all dogs and cats delivered to its facilities by the duly authorized agent or agents of the City, and agrees that it will impound the said animals for a seven (7) day impoundment period, except when animals have been impounded for biting, then the impoundment period shall be ten (10) days from the date of said bite.
- 3. Each animal delivered to the Contractor shall be wearing a plastic collar with the animal number and date of delivery and be accompanied by properly completed cage identification card.
- 4. Said pound shall be open for the redemption of dogs by the owners thereof for reasonable hours, with a minimum of seven (7) hours per day, at least five (5) days per week, with days open to be determined by Contractor. Contractor will be open no less than forty (40) hours per week.
- 5. The Contractor agrees that it will impound in a separate enclosure an animal which has bitten a human being or which exhibits clinical signs of rabies so that the said animal is not in contact with other animals for a period of ten (10) days.
- 6. The City may, at reasonable intervals and without notice, inspect the premises and examine records of City impounded animals to determine whether there is compliance with this agreement.
- 7. For all the aforesaid services, the City agrees to pay the contractor the sum of One-Thousand-Eighty-Three Dollars (\$1083.00) per month, payable on or before the fifth (5th) day of the month in which the above services are performed.
- 8. This contract shall be for a yearly period beginning on July 1, 1979 and ending on June 30, 1980. This contract shall thereafter be renewable for fiscal year periods on terms and conditions agreeable to the parties. If a party wishes to change the terms of this agreement or to terminate this agreement that party shall notify the other party in writing at least ninety (90) days

before the beginning of the fiscal year in which the proposed changes shall go into effect. Thereafter the parties shall renegotiate this agreement.

9. This agreement is binding on the parties hereto, their successors and assigns. Witness this 22 day of Felous, 1979.

Champaign County Humane Society, Inc.

City of Urbana, Illinois

by: Joffsey T. Malloref