

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made and entered into as of this day of Feb 1, 2025 (the "Effective Date"), by and between South Suburban Humane Society, an Illinois not-for-profit corporation ("SSHS") and Homewood ("Municipality"). Throughout this Agreement, SSHS and Municipality may be referred to each individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions in this Agreement, the Parties agree as follows:

1) **Services.** Subject to the terms, agreements, covenants, and conditions of this Agreement, during the Term (as hereinafter defined) of this Agreement, SSHS agrees to provide the following services to Municipality (collectively, the "Services"):

a) SSHS will maintain proper shelter and care, as determined by SSHS in its sole discretion, for all dogs and cats (each, an "Animal" and collectively, the "Animals") which come into its custody. SSHS shall only be required to care for an Animal SSHS agrees to take into its custody on behalf of Municipality for a period of three (3) days for a standard stray hold (the "Stray Holding Period") and a period of seven (7) days for a standard microchip hold (the "Microchip Holding Period"). Upon the expiration of the Stray Holding Period or Microchip Holding Period, as the case may be, the respective Animal shall become the property of SSHS and SSHS shall make any placement decisions with respect to such Animal SSHS deems advisable, in its sole discretion.

b) SSHS will maintain suitable office hours at the animal shelter facilities located at 21800 Central Avenue, Matteson, Illinois 60443 (the "Animal Shelter") for the purpose of performing the Services hereunder, including, without limitation receiving Animals or accepting applications for the redemption of impounded Animals.

i) Notwithstanding anything to the contrary herein, the Parties acknowledge and agree that SSHS is not open 24 hours a day and does not have the ability to provide after-hours' access. If Municipality takes in a medical emergency after hours, Municipality must seek appropriate treatment for the Animal, at Municipality's sole cost and expense, at a veterinary hospital. If possible, SSHS can then accept the transfer of the Animal from the hospital to our Animal Shelter during the next day's business hours after transport provided by Municipality, at Municipality's sole cost and expense. If necessary, SSHS can provide crates and supplies for Municipality to hold Animals impounded after business hours at the police station until SSHS opens the following day.

c) SSHS will appoint competent and qualified agents for the carrying out of the responsibilities under this Agreement, who shall be responsible solely to the elected officers of SSHS. Furthermore, SSHS will maintain all appropriate licenses to conduct its business.

d) To the extent practicable and upon mutual agreement between SSHS and Municipality, SSHS may hold vaccine and microchip event(s) in the Municipality annually.

e) Upon request from the Municipality, SSHS will provide and distribute Animal owner resources to educate and engage the community.

f) To the extent practicable, SSHS will endeavor to promote positive stories regarding our relationship with the Municipality and provide engaging social media content regarding Animals and the people who love them.

2) **Ability to Reject Animals.** SSHS may be forced from time to time to shut its doors and reject taking additional Animals into its custody for a variety of reasons, including, without limitation the Animal Shelter being at capacity or disease management issues. Notwithstanding anything to the contrary in this Agreement, SSHS shall determine, in its sole discretion, whether or not take an Animal into its custody upon request from Municipality. This Agreement does not imply that SSHS is required to take every Animal from Municipality.

a) Notwithstanding anything to the contrary herein, SSHS will not take into its custody any animal from Municipality, except for dogs and cats, without the express written consent of SSHS.

3) **Term.** The term of this Agreement shall commence on the Effective Date and expire on the date that is three (3) years from the Effective Date, unless earlier terminated in accordance with this Agreement (the "Term"). Notwithstanding the foregoing, SSHS may terminate this Agreement for any reason or no reason whatsoever by providing at least thirty (30) days advanced written notice to Municipality. Municipality may terminate this Agreement at any time and for any reason or no reason whatsoever by providing written notice to SSHS. Upon any such termination, the Parties shall have no further obligations to each other pursuant to this Agreement, except for Municipality's obligation to pay SSHS any outstanding amounts owed pursuant to Section 4 herein through the date of termination and as otherwise expressly provided herein.

4) **Fees and Payment.** During the Term, Municipality shall reimburse SSHS for each Animal SSHS takes into its custody for Municipality at the rates provided in the below table:

Year	Rate
Year 1	\$250.00 per Animal
Year 2	\$375.00 per Animal
Year 3	\$500.00 per Animal

a) SSHS will invoice Municipality as close as possible to the close of the respective month. Municipality shall pay SSHS within thirty (30) days of receipt of the invoice. Failure by Municipality to pay, in full, the invoice within the 30-day time period provided herein will result in a five percent (5%) late fee for such unpaid amounts and such late fee will be applied on Municipality's next invoice. If any amount owed to SSHS remains unpaid for a period of sixty (60) days, the late fee will increase to ten percent (10%) of the outstanding amount owed and be applied on Municipality's next invoice.

b) In addition to the standard rates provided hereinabove, if Municipality, including, without limitation an ACO, CSO, or any other officer, requests SSHS hold a respective Animal for longer than the Stray Holding Period or Microchip Holding Period, as the case may be, Municipality shall be charged an additional fifty dollars (\$50.00) per day that SSHS holds the Animal. By way of example, if Municipality requests SSHS hold a stray dog for 5 days in Year 1 of the Term, Municipality will be charged \$250.00 for the initial stay and an additional \$100.00 (\$50 multiplied by 2 days) for the extended stay for a total amount of \$350.00 for that stray dog.

c) The requirement of Municipality to pay the fees provided in this Section 4 is an independent covenant of this Agreement and shall survive the termination of this Agreement.

d) All payments made by Municipality to SSHS pursuant to this Agreement shall be made via check and mailed to 21800 Central Avenue, Matteson, Illinois 60443, or such other location as designated by SSHS, or via ACH.

5) **Municipality Covenants.** In addition to the requirement that Municipality reimburses SSHS pursuant to Section 4 herein, Municipality hereby agrees and covenants to do the following:

a) Remove any release forms from the police department prior to an owner picking up their Animal from SSHS. These release forms create bottlenecks in SSHS system and reduce lost Animal reunification. If the Municipality wishes to pursue punitive action against the Animal's owner following the release, the Municipality may do so at its sole cost and expense.

b) Make every effort to reunification of the Animal with its owner prior to contacting SSHS to intake the Animal, including, without limitation, calling the owner on an identification tag, utilizing microchip scanners (provided at no cost by SSHS), and driving through the neighborhood where the lost Animal was picked up.

i) Municipality will attempt to have its police officers attend Best Friends Animal Society online training entitled "Beyond the Scanner" to develop strategies for reunification attempts. The link for such training is provided below for convenience: <https://network.bestfriends.org/proven-strategies/operations/field-services-return-owner/beyond-scanner-webinar>.

c) Integrate animal training into the continuing education framework of Municipality. Upon request, SSHS can provide a list of resources through Justice Clearinghouse or NACA if requested.

d) Utilize Municipality marketing resources to ensure community residents know about the relationship between SSHS and Village/City, including, without limitation:

i) Include information about lost Animal reunification in utility bills (if applicable);

ii) Include information about lost Animal reunification and events in Municipality's newsletter, website, and social media channel; and

iii) Provide information to residents via social media and/or email/website on at least one fundraiser for SSHS annually.

e) To the extent practicable and upon mutual agreement between SSHS and Municipality, SSHS may hold vaccine and microchip event(s) in the Municipality annually.

6) **Indemnification.** Municipality hereby indemnifies and saves harmless SSHS from each and every and all losses, claims, demands, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, indebtedness, and causes of action of every kind, type, nature or description whatsoever, whether known or unknown, as if expressly set forth and described herein, which SSHS may incur, suffer, become liable for, or which may be asserted or claimed against SSHS as a result of any acts, errors or omissions of Municipality. This Section 6 shall survive the termination of this Agreement.

7) **Independent Contractor.** The Parties acknowledge and agree that SSHS, and its officers, employees, agents, and volunteers, will at all times be an independent contractor with respect to Municipality. As an independent contractor, SSHS will be solely responsible for the selection, training, compensation, direction, and discipline of its officers, employees, agents, and volunteers.

8) **Assignment.** Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the other Party's prior written consent.

9) **Captions.** The captions and headings used in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement or any provision herein.

10) **Waiver.** The failure of either Party to insist in any one or more instances upon the performance of any of the provisions of this Agreement or to pursue any of its rights under this Agreement will not constitute a waiver of any such provisions or the relinquishment of any such rights.

11) **Amendment.** This Agreement may be amended and/or changed only by a written agreement executed by both Parties.

12) **Entire Agreement; Severability.** This Agreement constitutes the entire agreement of the Parties with respect to the matters contained herein and supersedes any and all other prior contracts, discussions, statements, and understandings regarding such matters. In the event that a court of competent jurisdiction holds one or more of the provisions of this Agreement invalid, illegal, or unenforceable, for whatever reason, the remaining provisions of this Agreement will remain in full force and effect.

13) **Applicable Law.** This Agreement shall be subject to and governed by the laws of the State of Illinois without giving effect to conflict of laws principles.

14) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement. If any Party executes and delivers this Agreement via facsimile or via e-mail with an attached .pdf document, such Party hereby agrees that for the purposes of enforcement of this Agreement and all statutes, laws and rules applicable to enforcement hereof including, without limitation, rules of evidence and statutes of fraud: (i) the facsimile or .pdf signature of such Party shall constitute a binding signature of such Party as a symbol and mark executed and adopted by such party with a present intention to authenticate this Agreement; (ii) the facsimile or .pdf of this Agreement shall constitute a writing signed by such Party; and (iii) the facsimile or .pdf of this Agreement shall constitute an original of and best evidence of this Agreement.

15) **Notices.** Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing by personal delivery, overnight mail or e-mail and directed to SSHS and Municipality as follows:

SSHS: South Suburban Humane Society
Attn: Tracy Elliott
21800 Central Avenue
Matteson, Illinois 60443
Email: tracy@southsuburbanhumane.org

Municipality: _____

Email: _____


Notices shall be deemed properly delivered and received (i) the same day when personally delivered; or (ii) one day after deposit with Federal Express or other commercial overnight courier; or (iii) the same day when sent by e-mail.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have caused their names to be signed below as of the Effective Date.

South Suburban Humane Society, an
Illinois not-for-profit corporation

[INSERT MUNICIPALITY NAME]


By: TRACY L. ELLIOTT
Its: CEO

By: _____
Its: _____