



## **In-Place Health Services Committee**

Jay Hall, Chairman  
James Carius Community Room  
Wednesday, April 30, 2025  
\*During County Board Meeting\*

I. Roll Call

II. New Business

HS-25-08

A. Recommend to approve agreement for Deputy Administrator of  
Tazewell County Animal & Rabies Control

III. Recess

Members: Chairman Jay Hall, Vice-Chairman Greg Sinn, Mark Goddard, Jon Hopkins, Greg Longfellow, Tammy Stimson, Cathryn Stump, Eric Schmidgall

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

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**RESOLUTION**

WHEREAS, the County's Health Services Committee recommends to the County Board that the attached Agreement between Tazewell County and Rescued Heart Animal Hospital to serve as the Deputy Administrator of Tazewell County Animal & Rabies Control be approved; and

WHEREAS, the Deputy Administrator will serve Tazewell County as the State of Illinois licensed veterinarian who will perform duties specified by contract as defined by the Illinois Animal Control Act; and

WHEREAS, compensation for said Deputy Administrator services will be paid based on services provided as outlined in the contract; and

WHEREAS, the terms of this contract will be from April 01, 2025 and shall continue in force until terminated by either party pursuant to this Agreement.

THEREFORE BE IT RESOLVED that the Tazewell County Board approve this agreement.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Director of Animal & Rabies Control and the Auditor of this action.

PASSED THIS 30<sup>th</sup> DAY OF APRIL, 2025.

ATTEST:

\_\_\_\_\_  
Tazewell County Clerk

\_\_\_\_\_  
Tazewell County Board Chairman



**Tazewell County Animal & Rabies Control  
Deputy Administrator Agreement**

**THIS AGREEMENT** entered into as of the 1<sup>st</sup> day of April, 2025 by and between the County of Tazewell a body politic and corporate, (hereinafter referred to as the "County") and Rescued Heart Animal Hospital, (hereinafter referred to as "Deputy Administrator"):

**WITNESSETH:**

**WHEREAS**, the doctors of veterinary medicine at Rescued Heart Animal Hospital (hereinafter "RHAH") wish to enter into an Agreement which will effectively carry out the mandates as set forth in the Animal Control Act of Illinois (510 ILCS 5/1 et. seq.) and will effectively increase adoptions of animals housed at the shelter operated by Tazewell County Animal Control (hereinafter "TCAC").

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

The Animal Control Director shall be the Tazewell County Administrator of the Animal Control Act. The Director shall have the authority to appoint a Deputy Administrator(s) and Animal Control Officers as authorized by the Tazewell County Board. Through this the doctors of veterinary medicine at RHAH shall be named Deputy Administrators for TCAC.

**DEFINITIONS**

The Deputy Administrator is hereby hired to serve as Deputy Administrator of the Tazewell County Animal & Rabies Control program. For purposes of definition, "Deputy Administrator" means a Veterinarian licensed by the State of Illinois and who is appointed pursuant to this Act to perform the hereafter specified functions

**I. DUTIES OF RHAH**

RHAH agrees to:

- 1) Have their doctors of veterinary medicine serve as Deputy Administrators, pursuant to the Animal Control Act of Illinois (510 ILCS 5/1 et. seq.).
- 2) Examine a biting animal as soon as possible after it has been brought to the Animal Shelter for observation; and re-examine the animal on the tenth (10th) day following the day of the bite. These examinations shall be at the Tazewell County Animal Control Facility (21314 State Rout 9, Tremont, IL 61568)
- 3) Follow an examination schedule to be determined by the County Administrator and Animal Control and Protection Services Director (Every Friday at 11 a.m. for 30-60 minutes per visit).
- 4) Vaccinate against rabies all animals four months of age or older after they have been quarantined at the shelter for biting or when they have been impounded for the owner's failure to inoculate.
- 5) Vaccinate against rabies animals four months of age or older that are taken to adoption outreach events or transferred to licensed organizations such as breed rescue groups or other animal shelters.
- 6) Examine sick and/or injured animals at the animal shelter operated by the County (hereinafter "TCAC") during the scheduled examination and make recommendations for their care.
- 7) Examine critically sick and/or injured animals at RHAH for emergency care and make recommendations for their care.
- 8) Provide authorization as needed for TCAC to purchase veterinary medical supplies from veterinary supply companies.
- 9) Provide facilities, equipment, supplies, and staff upon availability to surgically alter animals that have been chosen for adoption from TCAC, provided that the veterinarians on rotation from the Tazewell County Veterinarian Association are unable to schedule the sterilization surgery.
- 10) Make recommendations concerning the TCAC facility medical program, TCAC will cover costs of medical supplies, medication, vaccines, etc.

## **II. DUTIES OF THE COUNTY**

The County agrees to:

- 1) Contract with RHAH for veterinary services to Tazewell County Animal Control.

- 2) Provide supplies and vaccines for medical care, first aid, and vaccinations at TCAC and prepare them prior to the 11 a.m. arrival of RHAH on Friday's exam day.
- 3) Identify animals for sterilization including those selected for adoption, adoption outreach events, transfer or those identified as third impoundments.
- 4) Assure that the buildings and equipment at TCAC are maintained in a safe and useable condition.
- 5) Enforce established procedures and laws pertaining to bite cases, rabid animals, use of County equipment, and issuance of citations for prosecution.
- 6) Prepare and record data on all animal bite cases which are reported to TCAC.
- 7) Promptly pay invoices received from RHAH in accordance with this contract.
- 8) Administer and supervise the duties of all employees in the Animal & Rabies Control Department.
- 9) Report to the County Board Chairman, as well as the Chairman of the Health Services Committee regarding problems or recommendations.

### **INSURANCE**

RHAH agrees that its doctors of veterinary medicine who provide direct service to TCAC shall obtain medical malpractice insurance at their own expense, and shall indemnify both themselves and the County from any and all liability as a result of their acts or omissions. RHAH further agrees to appear and defend, indemnify, and hold harmless TCAC in any lawsuit brought as a result of their doctors of veterinarians acts or omissions. RHAH further agrees that their doctors of veterinarian medicine's insurance policies shall have an upper limit of \$300,000 per act or omission.

A Certificate of Insurance or other evidence of said insurance policy shall be filed with the Tazewell County Board office.

### **III. TERM AND FEE FOR SERVICES RENDERED**

- a) This Agreement shall be effective when signed by both parties and shall continue in force until terminated by either party pursuant to this Agreement.
- b) The County shall pay RHAH the following fees as consideration for the performance of services by RHAH under this agreement. These fees shall be paid after services are rendered on a monthly basis; specifically the last business

day of each month.

Shelter Exams (Fridays at 11 a.m.)	\$200/visit
Diagnostics/Procedures/Emergency Services	25% discount

- c) The County further agrees to pay RHAH the following fees for the sterilization of animals adopted from the shelter in the event that the veterinarians that have entered into the "Tazewell County Spay/Neuter Surgery Agreement" are unable to schedule the sterilization surgery:

For each Female Dog	\$100.00
For each Male dog	\$75.00
For Each Female Cat	\$75.00
For Each Male Cat	\$50.00

**IV. TERMINATION**

This Agreement may be terminated by either party providing sixty (60) days written notice to the other, unless both parties mutually agree, in a writing signed by both, to an earlier termination. In the event of termination, each party shall perform its obligations under this Agreement up to the effective date of termination. After the effective date of termination, the parties shall be discharged of any further obligation under this Agreement.

**V. INDEPENDENT CONTRACTOR**

The parties hereby agree that RHAH is an independent contractor and not an employee of the County, and that nothing contained in the Agreement shall constitute or designate RHAH or any of its employees, agents, or contractors as employees of the County.

**VI. NOTICES**

All notices required or permitted hereunder shall be in writing and shall be deemed to have been directly delivered hereunder if mailed by First Class Mail, postage fully prepaid, to the respective parties at addresses as follows:

To: Tazewell County

Chairman of the Board  
11 South 4<sup>th</sup> Street, Suite 432  
Pekin, IL 61554

Animal and Rabies Control Director  
21314 Illinois Route 9, PO Box 158  
Tremont, IL 61568

To: Deputy Administrator

Jennifer Newcomb, D.V.M.  
Rescued Heart Animal Hospital  
3521 Broadway St.  
Pekin, IL 61554

**VII. MODIFICATION**

No change or modification of this Agreement shall be valid or enforceable unless the same shall be in writing and signed by both parties.

**VIII. ASSIGNMENT**

It is the specific intent and understanding between the parties that this Agreement is for personal services to be supplied by RHAH. Any attempt by RHAH to assign the services to be rendered hereunder, without specific written consent of the County shall be considered to be and shall constitute notice to the County of termination pursuant to paragraph IV "TERMINATION".

**IX. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

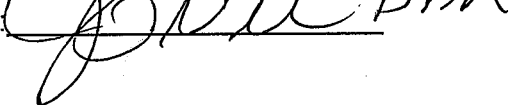
For Tazewell County:

Tazewell County Board Chairman

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

For the Deputy Administrator:

Jennifer Newcomb, D.V.M.

Date:  *JN DVM*