

AGREEMENT REGARDING ANIMAL SHELTER

CITY OF NAMPA AND WEST VALLEY HUMANE SOCIETY

THIS AGREEMENT REGARDING THE ANIMAL SHELTER (“Agreement”) is made and entered into effective the ____ day of _____, 2024 (the “Effective Date”), by and between the CITY OF NAMPA, IDAHO, an Idaho municipal corporation, (“City”), and the WEST VALLEY HUMANE SOCIETY, INC., an Idaho non-profit corporation, of 5801 Graye Lane, Caldwell, Idaho 83607 (“WVHS”).

RECITALS

WHEREAS, the City has, pursuant to the Nampa City Code Title 6, Chapter 2 inclusive, adopted Animal Control Regulation, which, among other things, prohibit the running at large within the City of livestock, canines, and other animals; provide for the licensing of canines; provide for the inoculation of canines against rabies; and, make other provisions to promote the health, welfare, and safety of humans and animals; and

WHEREAS, the City deems it advisable and in the best interests of the City and its citizens to partner with the WVHS for the management and control of an animal shelter and provision of animal shelter services.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the matters described above, and the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

1. DELEGATION OF AUTHORITY. To the fullest extent necessary to accomplish the stated purposes of this Agreement, and pursuant to the authority granted to it or possessed by it under state law and its ordinances, particularly those found in Title 25 of Idaho Code, and Title 6, Chapter 2 of the Nampa City Code, the City does hereby direct, authorize, delegate and empower WVHS to issue canine licenses, to hold all animals coming into its control and custody from the City and/or the general public, to place or humanely dispose of such animals as come into its control, and to cooperate with personnel of the City in the enforcement of animal regulations and rabies control programs pursuant to all ordinances now in effect or which may, hereinafter, be adopted.

2. TERM AND TERMINATION.

2.1 Term. The term of this Agreement shall be for one (1) year from the effective date hereof, to wit: _____, through 11:59 p.m., _____ (“Term”).

2.2 Breach. This Agreement may be terminated by a party if the other party breaches this Agreement by giving at least 90 days written notice to the other party of intention to terminate the Agreement. The written notice must describe the breach and allow a 90-day period for the other party to remedy the breach. If the breach is not remedied within the 90-day period after receipt of notice, the Agreement will be terminated.

2.3 Effect of Termination. Upon expiration or termination of this Agreement, (i) WVHS will send the City a final invoice, which shall include the information and be paid as set forth in section 3; and (ii) the fees for any animals coming into WVHS control or custody from the City, its citizens or other agents after such expiration or termination date shall be charged to the City at the WVHS rates in effect at such time.

3. Contract Price for Regular Services; Payment; Additional Services Fees

3.1 Contract Price. The Parties agree that the overall annual contract fee for WVHS's performance of the regular services described in sections 3.2 through 16 of this agreement and as contemplated by this Agreement shall be eighty-three thousand three hundred dollars (\$83,300), paid in twelve (12) equal monthly installments of \$6,941.67. The total fee for regular services shall not exceed the foregoing amounts for each year of the Term, which limit does not include compensation for additional services listed in section 3.2 below. Monthly invoices and an excel spreadsheet containing any itemizations set forth in section 3.2 below will be emailed to the City each month. The City agrees to pay WVHS in full within 30 days of receipt of the invoice. If payment is not received within 30 days, the City agrees to pay WVHS an annual interest rate of 21% or the maximum rate allowed by law.

3.2 Additional Services Fees.

- (a) **LICENSING** – WVHS shall license all canines within the service area of the City prior to release to an owner, whether through adoption or reclamation. WVHS does not issue any transfer or renewal licenses. WVHS will remit to the City all fees collected and license information gathered each month. The City will reimburse WVHS in the amount of \$10.00 for each new canine license issued. The City will send a check to WVHS for the reimbursement amount and an accounting report for such reimbursement amount each month. In the event of discrepancies in the amount of license fees owed and reimbursed, the parties will meet and work in good faith to resolve them. WVHS shall diligently issue and process all applications for canine licenses for canines owned or harbored by residents of the City, collect all canine license fees and keep proper financial records to account for the same, and permit the City, at all reasonable times, to inspect and audit its canine licensing records and make any reports of its monies available to the City as may be

requested or required, and keep full and accurate records of all persons to whom canine licenses have been issued.

- (b) **ACTIVE INVESTIGATION PROTECTIVE CUSTODY** – Active Investigation Protective Custody is defined in section 9.1(b). Daily boarding fees and basic medical care for animals in Active Investigation Protective Custody will be covered under the regular services fee described in section 3.1 above. the City shall pay the actual cost of any additional laboratory/toxicology and/or radiographs for any animal in Active Investigation Protective Custody.
- (c) **NECROPSY SERVICES** – WVHS will provide necropsy services at the City's written request. The City shall pay a \$70.00 necropsy charge per animal, plus the actual cost of requested toxicology and/or radiographs.
- (d) **BITE QUARANTINE** In the event the City, citizen or other agent of the City quarantines a stray animal that reportedly bit someone, WVHS will notify the City and hold the animal for the quarantine period, which cost is covered under the regular services fee described in section 3.1 above. If an owner of the animal claims or surrenders the animal and pays applicable fees, the owner will pay the remainder of the quarantine hold or until the day surrender at \$30.00 per day plus any additional fees including but not limited to license fees and rabies vaccine.

4. RIGHTS AND RESPONSIBILITIES OF WVHS. In fulfilling its duties hereunder, the parties agree that WVHS shall have the following rights and responsibilities, in addition to any others found throughout the terms and conditions of this Agreement:

- (a) WVHS shall maintain proper shelter and care for all domestic canines which come into its custody;
- (b) WVHS shall accept cats, livestock, and other domestic or exotic animals, on a case-by-case basis, as it is able to provide care, staffing, funds and transfer agreements with other local or regional animal care providers;
- (c) WVHS shall maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with its duties hereunder and for the purpose of receiving animals;
- (d) WVHS shall provide 24-hour access for the drop-off of canines by the City or its personnel (though injured canines may only be left at WVHS during its regular business hours);

(e) WVHS shall provide quarantine for vicious and/or diseased canines, including canines with rabies, in accordance with any request by the City or pursuant to any court order;

(f) WVHS reserves the right to refuse for shelter any animal brought to it by a private citizen, if said animal presents an eminent safety risk to WVHS employees and staff;

(g) WVHS shall provide proper food, water, shelter and humane treatment for any animals which may properly come into its possession under the terms of this Agreement, until such animals are properly placed or otherwise humanely disposed of by WVHS;

(h) WVHS shall have a licensed veterinarian on staff to provide medical assessments and any necessary treatment to the animals in its custody;

(i) Injured animals will be received by WVHS between the hours of 8 A.M. and 6 P.M. Monday to Friday when either a triage specialist or veterinarian shall be available;

(j) Recognizing instances where the City must take an injured animal to a Nampa veterinary hospital for after-hours emergency treatment, the City will be responsible for having that vet contact WVHS the next business day and WVHS shall be responsible for pick up and transport of that animal. This transport shall occur as soon as possible but no later than 11 A.M. The cost of pickup and transport is included in this contract price listed in 3.1; and

(k) WVHS shall cooperate with the City in following the City's procedures required by ordinance concerning persons or animals bitten by an animal in the City.

5. RECORDKEEPING. WVHS will maintain a record of all animals coming into the custody and control of WVHS from the City, citizen or other agent of the City showing the date received and description of such animals, a record of their final disposition and their WVHS database number. WVHS will provide monthly itemizations for any fees for additional services as listed in section 3.2 above via excel spreadsheet.

6. RIGHTS AND RESPONSIBILITIES OF THE CITY. In fulfilling its duties hereunder, the parties agree that the City, in addition to having all other rights and being responsible to fulfill all other duties found throughout the terms and conditions of this Agreement, shall purchase and supply to WVHS all canine license certificates, numbered metallic tags, and all intake forms required by the for WVHS's use in carrying out its responsibilities under this Agreement. The City intake forms will be in duplicate form and contain the following information: a description of the animal, the manner and date of impoundment, the location of impoundment and the officer impounding the animal, the name and address of any person relinquishing the

animal, applicable violations of City Code, and applicable fines and penalties. The City will provide a separate duplicate intake form for bite quarantine or Protective Custody impounds, which must also contain all the information listed above, and an indication of what type of hold the animal is on, and for how long WVHS must hold the animal. The City will keep a copy of the duplicate intake form for each animal and provide the other copy to WVHS. Furthering the WVHS mission, City police and animal control officers will impound all intact animals found running at large in accordance with Nampa City Code. If an owner is known, the City will attempt to notify the owner that their animal has been impounded.

7. RESPONSIBILITIES WITH RESPECT TO DISPOSITION OF ANIMALS RUNNING AT LARGE. The City shall be responsible for animals running at large. In the event the City is unable to care for the animal, WVHS agrees that it will accept the animals for the designated number of days as outlined in the sections below as a regular service covered under the regular services fee described in section 3.1. above excluding any additional fees described in section 3.2 above.

7.1 HOOFSTOCK AND PORCINE ANIMALS . The City shall be responsible for horses, cattle, mules, llamas, sheep, goats, pigs, and other hoofstock and porcine animals (“Hoofstock and Porcine Animals”). In the event the City is unable to care for any Hoofstock and Porcine Animals, then WVHS agrees that it will accept such Hoofstock and Porcine Animals for a period of no longer than fifteen (15) days or other time period required by law (“Hold Period”), and for Protective Custody and quarantine . If after the Hold Period the owner has not surrendered or claimed the Hoofstock or Porcine Animal, WVHS may disposition the Hoofstock or Porcine.

7.2 FOWL LIVESTOCK ANIMALS. The City shall be responsible for hens, domestic ducks, turkeys, pheasants and other fowl livestock (“Fowl Livestock”). WVHS may accept roosters as housing allows or if the City opts to pay a euthanasia fee. In the event of an emergency and the City is unable care for any Fowl Livestock, then WVHS agrees that it will accept such Fowl Livestock for a period no longer than fifteen (15) days or other time period required by law (“Hold Period”). If after the Hold Period the owner has not surrendered or claimed the Fowl Livestock, WVHS may disposition the Fowl Livestock.

7.3 SMALL DOMESTICATED AND EXOTIC ANIMALS. The City may also bring cats, other small, domesticated animals, or small domesticated exotic animals such as ferrets, guinea pigs, hamsters, rabbits, domesticated birds, snakes and sugar gliders (“Small Animals”) to WVHS for care, as needed, and for Protective Custody and quarantine. Impound periods and related fees for any animals in Protective Custody or bite quarantine are set forth in section 3.2 above. For other Small Animals, WVHS agrees that it may care for and house Small Animals for a period of no longer than three (3) days (“Hold Period”) If after the Hold Period the owner has not surrendered or claimed the Small Animal, WVHS may disposition the Small Animal.

8. RESPONSIBILITIES WITH RESPECT TO CANINES.

8.1 CANINES DELIVERED TO THE SHELTER BY THE CITY. The City may also bring canines to WVHS for care, as needed, and for Protective Custody and quarantine. Impound periods and related fees for any animals in Protective Custody or bite quarantine are set forth in section 3.2 above. For other canines, WVHS agrees that it will care for and house canines for a period of no longer than five (5) business days or other time period required by law ("Hold Period") as a regular service covered under the regular services fee described in section 3.1. If after the Hold Period the owner has not claimed or surrendered the canine, WVHS may disposition the canine. ("Business days" does not include weekends or holidays.)

8.2 CANINES DELIVERED TO THE SHELTER BY CITIZENS. The City is responsible for stray-hold costs when a citizen brings in a stray canine that was found within City limits. WVHS agrees that it will care for and house stray canines for a period of no longer than five (5) business days or other period required by law ("Hold Period") as a regular service covered under the regular services fee described in section 3.1. If after the Hold Period the owner has not claimed or surrendered the canine, WVHS may disposition the canine as described in Section 7.1.

9. RESPONSIBILITIES WITH RESPECT TO ANIMALS IN PROTECTIVE CUSTODY. The City, through its Police Department or other City agent may bring animals to WVHS for Protective Custody. Animals may only be placed and released from Protective Custody by the City or their appointed agents or court order. The City shall notify WVHS that the animal is in Protective Custody by filling out the proper intake form and indicating whether the animal is in Protective Custody and can be released after an indicated number of days, or whether the animal is being held for an Active Investigation and must remain at WVHS until authorized release.

9.1 DEFINITIONS.

(a) Protective Custody – means any animal that is legally impounded and being held by WVHS after the City or City agent took custody of an animal that appears unattended or abandoned due to the owner's death, arrest or eviction from his or her residence, or there is no sign of care for the animal or there is no known person to take immediate custody of such animal, and/or for the health and safety of the animal.

(b) Active Investigation Protective Custody – means any animal that is being held by WHVS at the direction of the City or City agent pending the outcome of a criminal action charging a violation of state or city code pertaining to the animal, and prior to final disposition of the criminal charge.

9.2 PROTECTIVE CUSTODY. WVHS will hold an animal in Protective Custody for the number of days indicated on the intake form by the City agent when the

animal is taken into custody. Protective Custody is a regular service covered under the regular services fee described in section 3.1. In the event that the owner of an animal is unavailable and will be unavailable for an extended period of time, the City may contact individuals that are authorized by the owner to claim the animal or surrender the animal and provide written authorization to WVHS in order to release the animal from Protective Custody. The City shall pay any additional fees incurred for the Protective Custody Animal set forth in in section 3.2 above.

9.3 ACTIVE INVESTIGATION PROTECTIVE CUSTODY. WVHS will not release any animal in Active Investigation Protective Custody to an owner, or for disposition, without receiving notice in writing that the animal is released from Active Investigation Protective Custody from the Court or the City or an agent of the City . The City will notify prosecuting attorneys as soon as practicable in order to institute an animal forfeiture proceeding pursuant to Idaho Code 25-3520B. The City shall pay any additional fees incurred for the Active Investigation Protective Custody Animal set forth in in section 3.2 above.

10. RESPONSIBILITIES WITH RESPECT TO BITE QUARANTINE ANIMALS. The City, citizen or other City agent, may bring animals to WVHS for bite quarantine when there is no current proof of rabies vaccination for such animal. Canines in bite quarantine will be held for ten (10) days from the date of the bite. All other animals in bite quarantine shall be held and dispositioned as WVHS sees fit unless such animal is subject to a valid court order with a determined disposition. The City shall pay additional fees for bite quarantine animals as set forth in section 3.2 above.

11. RESPONSIBILITIES FOR RELEASED ANIMALS. Once an animal is released from Protective Custody, bite quarantine, or the applicable hold time period as set forth in sections 7, 8, 9 and/or 10 , the animal is the sole property of WVHS and will be dispositioned as WVHS sees fit, unless the release is accompanied by a valid court order with a determined disposition.

12. HUMANE EDUCATION. WVHS will initiate and maintain a program of education designed to promote the proper care and treatment of animals and to stimulate public support for such treatment and for the enforcement of ordinances relating to animal control.

13. ASSUMPTION OF RISK AND RESPONSIBILITY BY WVHS; PUBLIC POSTING OF NOTICE OF CITY'S NON-LIABILITY. WVHS understands and assumes the risks associated with the provision of the services described herein, and agrees to indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of WVHS, its contractors, agents, or servants in connection with the operation of the Animal Shelter, or in the performance of duties related thereto. WVHS shall fully inform all persons using or being upon the said premises, or dealing thereat, of the non-liability of the City for any act or neglect of WVHS.

14. INSURANCE. WVHS shall procure and maintain during the Term of this Agreement comprehensive general liability coverage that shall protect WVHS from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this Agreement, whether such services be by WVHS, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$300,000.00 per occurrence. WVHS shall furnish the City with policies or certificates of insurance to demonstrate that WVHS has procured such insurance and that the City has been named as an additional insured therein.

15. WVHS' INDEPENDENT CAPACITY; WORKERS COMPENSATION INSURANCE. WVHS, its officers, employees, agents, and volunteers, shall act in an independent capacity during the Term of this Agreement and not as officers, employees, agents, or volunteers of the City. WVHS shall procure and maintain during the Term of this Agreement Workers' Compensation Insurance as prescribed by the laws of the State of Idaho.

16. REVISIONS AND AMENDMENTS TO ANIMAL CONTROL ORDINANCES. It is acknowledged and understood that the Animal Control Ordinances currently in effect in the City may be amended, revised or superseded, and that any such change might cause the level of services to be performed by WVHS hereunder to be increased. It is understood that any such provisions shall not be applicable with respect to this Agreement, unless otherwise agreed between the parties, in writing.

17. NON-APPROPRIATION CLAUSE. In the event that sufficient funds are not appropriated by the City Council or are otherwise not legally available to fund the City's obligations under this Agreement prior to the beginning of any fiscal year during the Term, then a non-appropriation shall be deemed to have occurred. If non-appropriation shall occur, this Agreement shall terminate effective on the last day of the then current fiscal year.

18. ENTIRE AGREEMENT. This Agreement constitutes and contains the entire agreement of the parties hereto, and supersedes and merges all prior understandings and agreements between the parties on the subjects herein addressed, if any, whether oral or written.

19. WAIVER. The failure of a party hereto to insist upon strict performance or observance of the terms of this Agreement shall not be considered a waiver of any breach of said terms or conditions by the other party.

20. SEVERABILITY. In the event any provision or section of this Agreement conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

21. ATTORNEY FEES. In the event an action is brought to enforce any of the terms or provisions of this Agreement by either of the parties hereto, the prevailing party to such action shall be entitled to recover a reasonable attorney's fee together with such other costs as may be authorized by law.

22. BINDING EFFECT. The provisions and stipulations hereof shall inure to the benefit of and bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto.

23. AUTHORITY OF SIGNATORY. The persons executing this Agreement on behalf of each party warrant his or her authority to so bind the represented party.

24. IDAHO LAW. This Agreement shall be construed in accordance with the laws of the State of Idaho.

DATED this _____ day of _____.

CITY OF NAMPA, IDAHO (“CITY”)

**WEST VALLEY ANIMAL
SHELTER, INC. (“WVHS”)**

Debbie Kling
Mayor

Jennifer Adkins
Its: WVHS Executive Director

Attest:

Attest:

City Clerk

WVHS Board President