

## ANIMAL SHELTER SERVICE AGREEMENT

THIS AGREEMENT is made and entered into the 1<sup>st</sup> day of July, 2015, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation n of the State of Arizona (hereinafter "TOWN") and the Yavapai Humane Society, an Arizona non-profit corporation (hereinafter "YHS").

### WITNESSETH:

**WHEREAS**, the TOWN is authorized, pursuant to A.R.S. § 11-1013(A), to provide or authorize a TOWN pound or pounds or enter into a cooperative agreement with a county, a veterinarian or an Arizona incorporated humane society for the establishment and operation of a TOWN pound; and

**WHEREAS**, the TOWN has determined that it is in its best interest to enter into an agreement with an authorized entity for the maintenance and operation of animal shelter facilities to house dogs and cats impounded by the TOWN; and

**WHEREAS**, YHS, an Arizona incorporated humane society, currently maintains and operates an animal shelter facility (hereinafter the "Facility"); and

**WHEREAS**, the YHS has sufficient capacity in the Facility to house dogs and cats impounded by employees or agents for the TOWN and proposes that the TOWN enter into this agreement with YHS for housing of dogs and cats so impounded.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Operation of the Facility.** YHS shall establish and operate a Facility in accordance with the terms and conditions specified herein including, but not limited to, those set forth in Attachment A to this Agreement.
2. **Staffing.** YHS shall employ or otherwise provide sufficient qualified personnel as required to fully perform all services required pursuant to this Agreement.
3. **Effective Term; Renewal.** The initial term of this Agreement shall commence on July 1, 2015, and shall terminate on June 30, 2016 unless otherwise expressly provided herein, or otherwise agreed to by the Parties in writing; the rights and obligations of both Parties pursuant to this Agreement shall terminate as of the expiration of the current term.
4. **Payment by TOWN.** Amounts payable by the TOWN to YHS for all services specified herein for the term of this Agreement shall be \$70,000 for fiscal year 2015/2016. Installment payments pursuant to this Agreement shall be made on or before the 20<sup>th</sup> day of each month during the term of this Agreement or renewals thereof.

- a. Should the TOWN request in writing additional services beyond those specified herein, YHS shall charge and the TOWN shall pay a mutually-agreed-to additional fee.
5. **Termination.** Notwithstanding the procedures for or non-renewal set forth in Section 3 of this Agreement, this Agreement may be terminated prior to its date of expiration as specified herein:
  - a. **Termination of Convenience.** This Agreement may be terminated at any time by either Party upon 90 (ninety) days' notice to the other party. Upon such termination, YHS shall be paid for services through the effective date of termination.
  - b. **Termination for Cause.** Unless otherwise specified herein, in the event of a breach of any term or condition of this Agreement, by either party, the Party claiming that a breach has occurred shall provide written notice to the breaching party, said notice to set forth the factual basis for the determination that a breach has occurred. If the breach is not wholly or substantially remedied within twenty (20) days of receipt of notice of breach, the Agreement shall terminate without further notice by the party claiming breach. Upon such termination, YHS shall be paid for services through the effective date of termination subject to any offsets to which the party claiming breach may be entitled as a result of acts or omissions giving rise to the claims of breach.
  - c. **Termination for Health or Safety of Impounded Animals.** If, at any time during the term of this Agreement or renewals thereof, the TOWN determines, upon good cause shown, that the health or safety of animals for which the TOWN is financially responsible pursuant to this Agreement are in imminent jeopardy, the TOWN may remove the subject animals without prior notice. Upon any such removal, the TOWN may, at its sole option, terminate this Agreement without further notice. Upon such termination, YHS shall be paid for services through the effective date of termination subject to any offsets for those acts or omissions by YHS upon which termination pursuant to this section are based or other acts or omissions which may constitute breach.
6. **Independent Contractor.** In performance of the duties set forth herein, it is mutually understood and agreed that YHS and its employees, contractors, subcontractors or agents are at all times acting as independent providers of services provided pursuant to this Agreement. It is further understood and agreed that the TOWN shall not exercise control or direction over the methods by which YHS provides said services excepting that YHS does, by this Agreement, agree to perform said duties in strict accordance with legal, professional and ethical standards governing the provisions of said services.
7. **Assignments Prohibited.** YHS shall not assign this Agreement or any portion thereof, to any other Party without the express written consent of the TOWN. The execution of any

agreement which purports to assign this Agreement or any portion thereof shall immediately void this Agreement. Notwithstanding this provision, YHS may enter into agreements with qualified providers of services for which YHS is responsible pursuant to this Agreement as long as such agreements do not purport to excuse YHS from its obligations to the TOWN as set forth herein.

8. **Insurance.** YHS will obtain and maintain policies of insurance of such kinds and in such amounts as required to protect the parties from claims and losses arising from the management and operation of the Facility pursuant to this Agreement and shall cause the TOWN to be named as an additional insured on such policies as the TOWN's interests dictate. Minimum coverages shall be as follows:
  - a. **Commercial General Liability Insurance:** to include premises liability coverage with a limit of not less than \$1,000,000 for each occurrence and an annual aggregate annual limit of not less than \$2,000,000.
  - b. **Commercial Automobile Liability Insurance:** with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to any owned, hired or non-owned vehicles assigned to or used in performance of the YHS's activities pursuant to this Agreement.
  - c. **Worker's Compensation Insurance:** to cover obligations imposed by federal and state statutes governing the activities of any persons employed or otherwise engaged by YHS to perform activities pursuant to this Agreement.

No less than twenty (20) days prior to the effective date of this Agreement, YHS will provide to the TOWN certificates of insurance and such other documentation as the TOWN may require confirming that the required coverages are in place for review and acceptance by the TOWN. At least fifteen (15) days prior to any material changes in forms or amounts of coverage or any change in carriers providing such coverage, YHS shall provide written notification to the TOWN of such proposed change.

9. **Indemnification.** Notwithstanding the insurance provisions as set forth in Section 8 of this Agreement, YHS further agrees to defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to, attorney fees, court costs and the cost of appellate proceeding), related to, arising out of, or alleged to have resulted from, the management or operation of the Facility pursuant to this Agreement.
10. **Conflicts of Interest.** This Agreement is subject to the provisions of A.R.S. § 38-511 pertaining to conflicts of interest, the provision of which are incorporated herein.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. No modifications to the terms and

conditions of the Agreement shall be binding upon the parties unless evidenced by a supplemental or substitute agreement in writing signed by the parties.

12. **Compliance with Law.** Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). Both parties shall further ensure that each contractor who performs any work for either party under this contract likewise complies with the State and Federal Immigration Laws. Both parties certify that they do not have scrutinized business operations in the Sudan or Iran, and certify they are in compliance with the requirements of A.R.S. §§ 35-391.06 and 35-393.06.

13. **Notices.** Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

**YHS**  
Executive Director  
Yavapai Humane Society  
1625 Sundog Ranch Road  
Prescott, AZ 86301

**TOWN**  
Town of Prescott Valley  
Chief of Police  
7601 E. Civic Circle  
Prescott Valley, AZ 86314

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed and effective as of the date first above written.

**TOWN:** Town of Prescott Valley

By \_\_\_\_\_ Date

**ATTEST:**

\_\_\_\_\_ Date

**YHS:** Yavapai Humane Society

By \_\_\_\_\_ Date  
Executive Director

STATE OF ARIZONA )  
                                  )ss.

TOWN OF PRESCOTT VALLEY)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by the Executive Director, Yavapai Humane Society, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed it for the purposes therein contained and, that he/she has the authority to so execute.

\_\_\_\_\_  
Notary Public

(seal)

## Duties of the Parties Pursuant to the Animal Shelter Service Agreement

### Duties of the YHS:

1. To maintain and operate a Facility with sufficient capacity and resources to meet the TOWN requirements.
2. To receive and care for unwanted dogs and cats and stray dogs brought to the Facility by TOWN's animal control officers or residents, including impound dogs and cats involved in bite cases, when necessary, and humanly euthanize animals not claimed or adopted, or as ordered by a court.
3. To provide appropriate care and housing (as defined by A.R.S. § 11-1021) for all stray dogs for a period of seventy-two (72) hours or one hundred twenty (120) hours for a dog wearing a license (as defined by A.R.S. § 11-1013) unless claimed or surrendered by its owner.
4. To provide isolated confinement and quarantine (per A.R.S. § 11-1014) for dogs and cats that have bitten a human being. Quarantined dogs and cats shall remain in their original impound kennel and not be moved during the quarantine period. Quarantined dogs shall not share a kennel and will be housed in a full-sized kennel.
5. To determine the most humane disposition for any animal not reclaimed by its owner and for the final disposition of all animals.
6. To permit authorized representatives of the TOWN to appear with or without notice to inspect Facility premises for the purpose of confirming YHS' compliance with the terms and conditions of the Animal Shelter Service Agreement.
7. To collect all fees imposed by this contract as set forth below (7a thru 7f) or as state statute requires. YHS will remit impound fees collected from reclaimed animals on a monthly basis. YHS will also remit license penalty fees to the TOWN on a monthly basis. YHS will not change current fees to animal owners without notifying TOWN. The YHS shall retain all boarding fees.

### FEE SCHEDULE:

- |                        |  |
|------------------------|--|
| a. Impound             | \$30.00 (to be retained by YHS)                              |
| b. Daily board         | \$15.00 (to be retained by YHS)                              |
| c. Recovery Fee        | \$50.00 **(A.R.S. 11-1014, A.R.A. 11-1022)                   |
| d. Altered dog license | \$8.00 (\$6 to be remitted to TOWN and \$2 to be retained by |

YHS)

- e. Unaltered dog license      \$35.00 (\$33 to be remitted to TOWN and \$2 to be retained by YHS)
- f. Return to owner fee      \$30.00 (to be retained by YHS)

\*\* Recovery fee cannot be charged for dogs that are licensed or altered at the time of impound. When a recovery fee is collected the animal owner will be given a voucher equal to the \$50.00 for the purpose of spaying or neutering that animal.

- 8. Feral Cats – A separate service: Per Senate Bill 1198 reads ANY IMPOUNDED CAT THAT IS ELIGIBLE FOR A STERILIZATION PROGRAM AND THAT WILL BE RETURNED TO THE VICINITY WHERE THE CAT WAS ORIGINALLY CAPTURED MAY BE EXEMPTED FROM THE MANDATORY HOLDING PERIOD REQUIRED BY THIS SUBSECTION. FOR THE PURPOSES OF THIS SUBSECTION, "ELIGIBLE" MEANS A CAT THAT IS LIVING OUTDOORS, LACKS DISCERNIBLE IDENTIFICATION, IS OF SOUND HEALTH AND POSSESSES ITS CLAW.

The new law leaves to the discretion of the animal control officer (ACO) to impound or not. Feral cats that are impounded will be spayed or neutered by YHS and returned to the impound location by the ACO. YHS will bill the TOWN per cat using this schedule:

- a. Neuter:      \$25
- b. Spay:      \$40
- c. Rabies Vaccination:      \$10
- d. FRCP:      \$10
- e. FEL/FIV Test:      \$25
- f. Overnight Board if applicable:      \$15 per night
- g. Actual medical costs as they occur.

- 9. To keep and maintain records for a period of twelve (24) months of all animals housed at the shelter pursuant to the Animal Shelter Agreement and to provide activity reports to the TOWN upon request on the following:
  - a. The number of animals brought to the shelter by the TOWN'S animal control officers.
  - b. A description of the animal, by license number, if available.
  - c. The name of the animal control officer delivering the animal to the shelter.
  - d. The dates of admission and discharge for each animal.
  - e. The disposition of the animal (i.e., euthanized, picked up by the owners, etc.).
  - f. A schedule of dispositions and license fees collected.

**Duties of the TOWN:**

- 1. To patrol the TOWN and to enforce all applicable state and TOWN statutes and ordinances.
- 2. To deliver all stray dogs impounded by TOWN animal control officers to the Facility.

3. To provide emergency care for animals impounded by TOWN animal control officers outside the Facility's normal hours of operation (8:00 a.m. to 5:00 p.m. Monday through Friday) and legal holidays.
4. To release to YHS for final disposition any stray dog or cat not reclaimed by its owner within the established stray hold time.