

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN THE CITY OF MERIDIAN AND THE IDAHO HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (“Agreement”) is entered into on this ____ day of _____, 2021 (“Effective Date”) by the Idaho Humane Society, Incorporated, an Idaho non-profit corporation (“IHS”) and the City of Meridian, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Meridian”). IHS or Meridian individually may be referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Meridian desires the assistance of a third-party provider to aid in the provision of certain animal welfare and enforcement services, more particularly described in Exhibit A attached hereto and made a part hereof (the “Scope of Service”), which Meridian is authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of Meridian; and

WHEREAS, IHS is uniquely qualified and able to provide the desired services within the territorial limits of Meridian safely and humanely, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- A. Effective Date; Term.** The term of this Agreement is from January 1, 2022 (the “Effective Date”) through September 30, 2022 (the “Termination Date”) (the “Term”).
- B. Purpose; Grant of Authority.** IHS shall be Meridian’s animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of Meridian City Code and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and Meridian may otherwise subsequently agree in writing. Nothing contained herein shall be interpreted to preclude Meridian from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**
- 1. Contract Price.** For IHS’ performance of services as contemplated by this Agreement during the Term, Meridian agrees to pay IHS the sum of four hundred forty-eight thousand, eight hundred fifty-one dollars (\$448,851).
 - 2. Payment.** Meridian shall pay this amount to IHS in nine (9) equal monthly installments, each installment payable on or before the 15th of each month during the Term.
 - 3. Additional Compensation.** IHS shall sell animal licenses on behalf of Meridian and collect applicable fees. These fees shall be remitted to Meridian as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall collect animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of Meridian to sell its own animal licenses or to permit other third-party entities to sell Meridian’s animal licenses, and to collect the fees from such sales.
- D. Annual Review of Operating Expenses.** IHS’s operating expenses shall be reviewed annually by the Parties and contract adjustments negotiated based on the budgeted amount in comparison to the actual amount spent on operating costs. If IHS seeks to increase the contract price for animal welfare and enforcement services to be provided to Meridian in fiscal year 2023, IHS shall provide

to Meridian the proposed increased price no later than May 1, 2022, and shall provide a presentation to Meridian City Council explaining the proposed increase by June 1, 2022.

- E. Independent Contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between Meridian and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of Meridian. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of Meridian, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of Meridian, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.
- F. Audits and Inspection.** At any time during normal business hours and as often as Meridian may deem necessary, there shall be made available to Meridian for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit Meridian to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At their own expense, Meridian may individually or collectively annually hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by Meridian must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.
- G. Grant of Authority to IHS.** Meridian agrees to, and shall, ensure that Meridian takes whatever action Meridian deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Meridian within Meridian's territorial limits.
- H. Compliance with Laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and Meridian's laws, regulations, and ordinances in effect or promulgated during the Term. This obligation includes timely payment of all taxes and license fees. If IHS determines it is unable to comply with any law, regulation, or ordinance in the performance of services under this Agreement, IHS must immediately notify Meridian in writing, and the Parties shall meet to attempt to resolve the matter between themselves with due diligence.
- I. Non-Waiver of Agreement Provisions.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.
- J. Indemnification.** These indemnification provisions apply only between IHS and Meridian, individually and separately. Under no circumstances shall these provisions be construed to require Meridian to indemnify, save, hold harmless, or defend IHS from, for, and against any or all claims, actions, judgments, damages, injuries to persons or property, losses, and expenses caused by or arising from another Meridian's codes that are deemed unconstitutional or in conflict with state or federal law; or the action, or failure to act, of another Meridian or another Meridian's officers, officials, employees, agents, or servants.

1. IHS shall indemnify, save, hold harmless, and defend Meridian from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of any of Meridian or their respective officers, officials, employees, agents, servants, and volunteers, or Meridian's code that is deemed unconstitutional or in conflict with state or federal law.
2. Notwithstanding anything to the contrary in this Agreement, the liability of Meridian is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to Meridian as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

K. Insurance.

1. Standard Insurance Coverages and Limits of Liability Required:

- a. Worker's Compensation Insurance.** Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

If any work is sublet, IHS shall require its subcontractors to provide proof of Worker's Compensation and Employer's Liability Insurance.

- b. Commercial General Liability.** IHS shall have and maintain throughout the Term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Per Occurrence	\$1,000,000
Fire Legal Liability	\$ 50,000

- c. Automobile Liability Insurance.** For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement. If IHS has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage is required.

2. **Additionally Insured.** IHS shall include Meridian as an additionally insured party to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by Meridian, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by IHS's insurance coverage to provide Meridian additional insured coverage as set forth herein.
3. **No Limitation of Liability.** Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers.
4. **Require Separation of Insured Provision; Cross-Liability Exclusion; and Other Endorsements Prohibited.** IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes Meridian from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of Meridian, shall serve as grounds for Meridian to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.
5. **Evidence of Insurance.** IHS shall provide the following as evidence of insurance:
 - a. A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the City of Meridian shall be written in; and
 - b. An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names each of Meridian.At any time upon Meridian's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If Meridian tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to the requesting Meridian.
6. **Notice of Cancellation or Modification; Renewal.** IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

L. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the Termination Date.

2. This Agreement shall automatically terminate between every Meridian and IHS immediately upon the following events:

- a. IHS is dissolved; or
- b. The Term expires.

3. This Agreement shall terminate between Meridian and IHS upon the following events and with thirty (30) business days prior written notice to all the other Parties:

- a. Meridian or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination;
- b. Meridian fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Meridian shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation; or
- c. Meridian and IHS agree, in writing, to terminate this Agreement.

M. Additional Terms and Conditions. Additional terms and conditions are contained in the attached Exhibit A.

N. Miscellaneous Terms.

1. **Integration.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

2. **Amendment.** This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party; provided, however, nothing contained herein shall be interpreted to preclude Meridian from contracting separately with IHS for the provision of other services.

3. **Interpretation.** This Agreement was reviewed by the Parties' legal counsel. Accordingly, this Agreement shall be interpreted and construed fairly, according to its plain language, and not for or against any Party, regardless of which Party drafted it or caused its drafting.

4. **Notices.** Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society	City of Meridian
ATTN: Chief Executive Officer	ATTN: City Clerk
1300 S. Bird St.	33 E. Broadway Avenue
Boise, Idaho 83709	Meridian, Idaho 83642
jrosenthal@idahohumanesociety.org	cityclerk@meridiancity.org

Either Party may change its notice address by notifying the other Party as described in this section.

5. **Attorney's Fees.** In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.

6. **Assignment.** Neither IHS nor Meridian may assign any of their rights or obligations under this Agreement without first obtaining the written consent of the other.

7. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

8. **Non-Discrimination in Employment.** In performing the services required herein, IHS or its subcontractors shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its subcontractors comply with this section.

9. **Severability.** Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.

10. **Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.

11. **Authority.** By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.

12. **Approval Required.** This Agreement shall not become effective or binding until approved and executed by the Parties' respective governing boards.

IN WITNESS WHEREOF, the authorized agent or representatives of Meridian and IHS execute this Agreement and make it effective on the Effective Date first written above.

Idaho Humane Society, Incorporated:

By:



Dr. Jeff Rosenthal, Chief Executive Officer

City of Meridian:

By:

Robert E. Simison, Mayor

ATTEST:

Chris Johnson, City Clerk

EXHIBIT A

Scope of Service

The terms and conditions contained in this scope of service are expressly made a part of this Animal Welfare and Enforcement Agreement. IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.

I. Statutes and Ordinances. IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations. IHS shall act as a limited agent for Meridian to enforce applicable animal provisions of that Meridian's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. IHS shall enforce Meridian City Code, Title 6, Chapter 2, and carry out the duties of the animal control officer as set forth therein, including, without limitation: seizing and impounding animals that are at large and unattended in city limits; seizing, impounding, and euthanizing animals in accordance with IHS policies and the provisions of Meridian City Code; removing and properly disposing of the carcass of any dead animal found in any public place; declaring that an animal is abandoned; deciding whether an abandoned animal shall be euthanized or made available for adoption; declaring that a dog is a vicious dog; issuing uniform citations for violations of Meridian City Code; and providing the Meridian City animal shelter, to include adequate physical accommodations, materials, and staffing to provide basic housing, feeding, watering, vaccination, and supervision of animals impounded therein.

II. Animal Code Enforcement. IHS shall act as the limited agent for Meridian in enforcing applicable animal code provisions of Meridian's codes and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services.

A. General Enforcement.

1. General Hours and Days of Service. Enforcement services shall operate seven (7) days per week, from 8:00 a.m. to 7:00 p.m.

2. In performing duties under this Scope of Service:

- a. IHS shall timely investigate all complaints and calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.
- b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
- c. IHS shall timely file all citations and reports with the Court and/or prosecutor, as appropriate.
- d. Upon request by Meridian, IHS shall timely provide to Meridian copies of the citation, reports, or evidence.
- e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio

recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.

- f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
- g. IHS officers and/or employees shall obey subpoenas and notify Meridian at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
- h. Meridian's designated prosecutor shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.
- i. IHS shall provide to Meridian an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, Dispatch and Night Dispatch, and the work cell phone numbers, if any, for all Animal Control Officers. IHS shall provide Meridian updated contact lists within thirty (30) days of any changes.
- j. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.
- k. Meridian shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

B. Emergency Services.

- 1. **Hours and Days of Emergency Services.** IHS shall operate emergency services twenty-four (24) hours per day, seven (7) days per week.
- 2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to Meridian. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:
 - a. Injured stray dog or cat;
 - b. Dog bite or cat bite with animal still at-large;
 - c. Dog bite of such severity to require quarantine of the animal;
 - d. Vicious or threatening dog with the dog still at-large, constituting a threat to persons or domesticated animals;
 - e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;
 - f. Dog, cat, or livestock causing traffic safety issue;

- g. Animal cruelty violations;
- h. Dangerous animal at-large;
- i. Exotic animals and wildlife;
- j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
- k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. IHS Employee Training.

- 1. **New Hires.** All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.
- 2. **On-Going Training.** IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by Meridian regarding the performance of humane services by IHS in their jurisdictions.

III. Animal Welfare Services. IHS shall provide animal welfare services within the territorial limits of Meridian, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public areas within the territorial limits of Meridian.

- A. General Animal Welfare Services.** IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of Meridian as follows:
 - 1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.
 - 2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
 - 3. Quarantine of disease-suspect and bite case animals.
 - 4. Participation in local disaster planning to address animal-related issues.
 - 5. Protection of animals by:
 - a. enforcement of cruelty to animals' statutes and codes;
 - b. transport of strays to IHS's shelter; and

- c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.
6. Removal and disposition of dead animals, whether wild or domesticated, from public areas of Meridian' jurisdictions.
7. Coordination with appropriate governmental agencies, private entities, and volunteer service groups to respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases (rather than referring the public to a different agency or entity) to create a great customer service experience and to ensure that animals are safe.
8. The provision of field services include, without limitation, responding to the following complaints and calls for service:
 - a. dog at large;
 - b. trapped dog (or other animals);
 - c. livestock at large;
 - d. excessive dog barking;
 - e. unlicensed dog;
 - f. dog or cat without rabies vaccination;
 - g. dogs threatening a person or domestic animal;
 - h. dog or cat bite;
 - i. injured or sick stray dog, cat, or other animals (including wild animals);
 - j. abandoned or mistreated animal;
 - k. negligently confined animal;
 - l. animal cruelty or neglect;
 - m. dead dog, cat, or other animals (including wild animals);
 - n. private kennel inspection;
 - o. prohibited or dangerous mammal or reptile investigation; and
 - p. unsanitary premises (*e.g.*, excessive animal waste inspection).

B. Shelter Services.

1. Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.

2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for Meridian. For purposes of this Agreement, "Shelter Services" shall include:
 - a. Maintaining a lost and found program for animals.
 - b. Holding stray or lost animals in accordance with the applicable Meridian ordinance.
 - c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
 - d. Coordinating with IHS's veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.
- C. Inspection of Breeding Operations.** IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with Meridian's applicable ordinances.

IV. Promotion of Responsible Animal Ownership.

- A. Promotion of Animal Code Compliance.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of Meridian, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.
- B. Reduction in Surrender, Impoundment, and Euthanization of Animals.** The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an "Impounded Animal" is any animal picked up by IHS, Meridian, or a private citizen and then delivered to IHS.
- C. Humane Education Classes.** IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
- D. Promote Animal Adoptions; Spay and Neuter.** To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.
- E. Promote Dog License Code Compliance.** IHS shall promote citizen compliance with dog license ordinance provisions through participation in and cooperation with Meridian's licensing programs.
- F. IHS Recommendations.** IHS may provide Meridian with written recommendations for amendments to Meridian's animal-related ordinances or fee schedule in writing. Whether to accept and adopt such recommendations is in the sole discretion of Meridian.

V. Recordkeeping; Reports and Documentation; Operating Procedures.

A. Recordkeeping. IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.

1. Operating Expense Records. IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. The records shall be maintained in such a manner that IHS can provide information about its animal enforcement operating expenses separately from its other operations for Meridian.

2. Fees Reconciliation Records. IHS shall maintain accurate and complete records of the fees it collects on behalf of each of Meridian. Each year as part of its annual report to Meridian, IHS shall accurately reconcile all the fees on behalf of Meridian for the purpose of calculating the offset amount of Meridian's paid portion of IHS's annual operating expenses.

B. Annual Report. IHS shall provide a written annual report, no later than January 31st of each year to each of Meridian. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to Meridian for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.

1. In-Person Presentation. Meridian may request IHS to present the annual report or a subsequent report to its governing body at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.

2. Target Service Levels Documentation. Part of the annual report to Meridian shall include documentation showing the current service levels in the Meridian jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:

a. number of field calls within the jurisdictions of Meridian, sorted by call category;

b. IHS shall make available to Meridian the raw data of IHS Animal Control Officer response times to the calls for service upon request. IHS shall calculate and provide the average response times to calls for service within Meridian;

c. number of citations issued for animal code violations;

d. number of reports written and routed for prosecutor screening;

e. number of Impounded Animals;

f. number of days Impounded Animals were boarded;

- g.** number of Impounded Animals returned to the owner;
- h.** number of animals adopted;
- i.** number of dog licenses sold by IHS;
- j.** number of spay and neuter procedures performed;
- k.** number of volunteer hours logged;
- l.** number of animals fostered; and
- m.** number of live-release rates for dogs and cats.

C. Requested Reports and Documentation. Meridian may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist Meridian in its budgeting process. IHS shall timely respond to all Meridian requests for additional reports and documents.

D. Standard Operating Procedures. IHS shall develop internal standard operating procedures and policies ("SOPs") related to the services provided under this Agreement. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

SCHEDULE 1

FORM OF ANNUAL REPORT

Idaho Humane Society Annual Statistics
Date: January ____, 20__

	Ada County	Kuna	Boise	Meridian	Combined Total
City/County Field Calls divided by category:					
Aggressive					
Attack					
Barking					
Bite					
Dead/Injured					
Dog at Large					
Large/Small Animal Cruelty/Neglect					
Miscellaneous					
Pickup-Cat					
Pickup-Dog					
Total amount of calls					
IHS average response times to Calls for Service					
Number of citations issued for Animal Code violations					
Number of reports written and routed for prosecution					
Number of animals handled					
Number of animals impounded					
Average number of boarded days per animal					
Number of animals returned to owner					
Live-Release rate total					
Cats					
Dogs					
Number of spay/neuter procedures performed					
Number of animals fostered					
Number of animals adopted					
Number of city licenses sold by IHS					
Number of volunteer hours logged					

Signature _____

Date _____

SCHEDULE 2

DOG LICENSING FEES

The City of Meridian hereby authorizes and empowers IHS to issue dog licenses on behalf of Meridian in accordance with all applicable provisions of Meridian City Code and the following terms:

- A. Issuance of dog licenses:** IHS shall issue dog licenses only after verification of compliance with all provisions of Meridian City Code section 6-2-3(A)(2), including, but not limited to:
 - 1. Verification that the owner of any dog to be licensed is eligible for the license fee sought to be paid, *i.e.*, whether dog to be licensed is neutered or spayed; whether dog owner/user is visually or hearing impaired or disabled; whether dog owner is training such dog as seeing eye, hearing ear, or guide dog; and/or whether replacement license tag will indeed replace validly issued, lost tag.
 - 2. Collection of appropriate license fee.
- B. Rabies education.** IHS shall provide to each dog owner to whom a dog license is issued written information regarding the importance of vaccinating dogs against rabies.
- C. Official log:** IHS shall keep an official, monthly, written log of all dog licenses issued by IHS on the form provided by City and shall keep such written log complete and current at all times.
- D. Administrative fee:** City hereby authorizes IHS to collect and keep an administrative fee of fifty percent (50%) of the amount of each dog license fee collected on City's behalf.
- E. Monthly submission to City Clerk:** City shall provide dog license tags to IHS. At the end of each month during the term of this Agreement, IHS shall submit to the Meridian City Clerk:
 - 1. All dog license fees collected by IHS on City's behalf; and
 - 2. A true and correct copy of the IHS's monthly log, completed in full. Such fees and log shall be submitted to the Meridian City Clerk no later than the tenth (10th) day of the month following the month for which the fees were collected and the monthly log completed.
- F. Remission of discrepancy:** If, following the Meridian City Clerk's review and accounting of IHS's issuance of dog licenses, the Meridian City Clerk notifies IHS of a discrepancy in fees collected and data reported by IHS in the log or quantity of unissued tags, IHS shall remit to City funds in the amount of such discrepancy. IHS's obligation to remit to City funds in an amount corresponding to the number and type of dog licenses issued and the number of unissued dog license tags returned to City shall not be excused for any reason, regardless of IHS's assertion of loss, theft, misplacement, mistake, or mismanagement of fees, tags, and/or data.