

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT  
BY AND BETWEEN  
ADA COUNTY, THE CITIES OF BOISE, MERIDIAN, KUNA, EAGLE, AND THE IDAHO  
HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (this “Agreement”) is entered into by and among the Idaho Humane Society, Incorporated, an Idaho non-profit corporation (“IHS”), Ada County, Idaho, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“Ada County”), city of Boise City a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Boise”), City of Eagle, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Eagle”); City of Kuna, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Kuna”), City of Meridian, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho (“Meridian”). Ada County, Boise, Eagle, Kuna, and Meridian may sometimes be referred to herein as a “Public Agency” and collectively as “Public Agencies.” IHS or a Public Agency individually may be referred to herein as a “Party” and collectively as the “Parties.”

**WHEREAS**, the Public Agencies desire 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 the Public Agencies are authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of the Public Agencies; and

**WHEREAS**, IHS is uniquely qualified and able to provide the desired services within the territorial limits of the Public Agencies 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 October 1, 2020 (the “Effective Date”) through September 30, 2021 (the “Termination Date”) (the “Term”).
- B. Purpose; Grant of Authority.** IHS shall be each Public Agency’s animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency’s codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and a Public Agency may otherwise subsequently agree in writing. Nothing contained herein shall be interpreted to preclude any Public Agency from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**
  - 1. Contract Price.** The Parties agree that the overall annual contract fee for IHS’ performance of services as contemplated by this Agreement shall be two million, four hundred twenty-seven thousand, five hundred fifty-two dollars (\$2,427,552) with each entity paying its respective annual portion over twelve (12) months as shown below.
  - 2. Contract Payment Portions.** For IHS’ performance of services as contemplated by this Agreement during the Term, each Public Agency shall pay the following amounts to IHS as set forth below:

- a. Ada County's annual portion of the IHS contract is three hundred fifty-four thousand, thirty-two dollars (\$354,032), which it agrees to pay to IHS during the term of this contract.
- b. Boise's annual portion of the IHS contract is one million, three hundred fourteen thousand, three hundred ninety-three dollars (\$1,314,393), which it agrees to pay to IHS during the term of this contract.
- c. Eagle's annual portion of the IHS contract is one hundred thirty-seven thousand, six hundred eighty-four dollars (\$137,684), which it agrees to pay to IHS during the term of this contract.
- d. Kuna's annual portion of the IHS contract is one hundred nine thousand, five hundred forty dollars (\$109,540), which it agrees to pay to IHS during the term of this contract.
- e. Meridian's annual portion of the IHS contract is five hundred eleven thousand, nine hundred three dollars (\$511,903), which it agrees to pay IHS during the term of this contract.

**3. Payment.** Each Public Agency shall pay such Public Agency's designated portion to IHS in twelve (12) equal monthly installments, each installment payable on or before the 15<sup>th</sup> of each month during the Term. Under no circumstances shall any Public Agency ever be liable to pay for any portion of the contract price allocated to another Public Agency.

**4. Additional Compensation.** IHS shall sell animal licenses on behalf of each of the Public Agencies (as applicable) and collect such fees. These fees shall be either retained or remitted to each Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of each Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.

**5. Annual Review of Operating Expenses.** IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.

**D. Independent Contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between each Public Agency 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 any Public Agency. 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 any Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of each Public Agency, 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.

**E. Audits and Inspection.** At any time during normal business hours and as often as any Public Agency may deem necessary, there shall be made available to any Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the

requesting Public Agency 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, the Public Agencies 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 a Public Agency 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.

**F. Scope of Work.**

**1. Enforcement.** IHS shall act as a limited agent for each Public Agency to enforce applicable animal provisions of that Public Agency'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. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks are set forth with specificity in Exhibit A.

**2. Animal Welfare Services.** IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, 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 right-of-way and respective territorial limits of each Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.

**3. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, 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. IHS shall make all records, accounting information, and related documents concerning matters covered by this Agreement available to each Public Agency upon request for inspection, copying, and audit. The expected service levels by which IHS shall maintain certain records and provide reports and documentation based on these records are set forth with specificity in Exhibit A.

**4. Promote Responsible Animal Ownership.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of each Public Agency, including but not limited to public information and education, making recommendations for needed changes in policies, fees, ordinances, and legislation, and other community animal welfare matters. The expected service levels by which IHS shall promote responsible animal ownership are set forth with specificity in Exhibit A.

**5. Data Management.** IHS shall follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. IHS shall implement best practices standards for administrative, physical, and technical safeguards to protect personally identifiable information from unauthorized use, access, or disclosure. In the event of a breach, IHS must immediately notify the Public Agencies in writing of any unauthorized disclosure of personally identifiable information or information that would generally be considered confidential.

Upon the expiration or termination of this Agreement, IHS shall promptly provide to the Public Agencies all copies of their respective data and information, whether in written, electronic, or other form or media format.

**6. Additional Scope of Work.** Additional services to be provided by IHS, if any, are described in the attached Exhibit A.

**7. Exceptions to Scope of Work.** IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.

**G. Grant of Authority to IHS.** Each Public Agency agrees to, and shall, ensure that such Public Agency takes whatever action such Public Agency deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Public Agency within such Public Agency's territorial limits.

**H. Compliance with Laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and each Public Agency'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 the Public Agencies 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 each Public Agency, individually and separately. Under no circumstances shall these provisions be construed to require a Public Agency 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 Public Agency's codes that are deemed unconstitutional or in conflict with state or federal law; or the action, or failure to act, of another Public Agency or another Public Agency's officers, officials, employees, agents, or servants.

**1.** IHS shall indemnify, save, hold harmless, and defend each Public Agency 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 the Public Agencies or their respective officers, officials, employees, agents, servants, and volunteers, or a Public Agency'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 each Public Agency 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 each Public Agency 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. Insurer's A.M. Best Rating.** IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.

**2. 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

In case any such work is sublet, IHS shall require its sub-contractors to provide 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. Where applicable, the Public Agencies shall be named as additional insureds.

**3. Public Agencies as Additional Insureds.** IHS shall include each of the Public Agencies as additional insureds 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 the respective Public Agencies, 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 the Public Agencies additional insured coverage as set forth herein.

**4. 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.

**5. 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 the Public Agencies 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 the Public Agencies, shall serve as grounds for the Public Agencies 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.

**6. 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 individual Public Agencies' names 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 the Public Agencies.

At any time upon any Public Agency's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If any Public Agency 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 Public Agency.

**7. 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 Public Agency and IHS immediately upon the following events:

**a.** IHS is dissolved; or

b. The Term expires.

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

a. A Public Agency 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. A Public Agency or IHS may terminate, in whole or in part, its interest in the Agreement for any reason or no reason;

b. A Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation;

c. The Public Agency and IHS agree, in writing, to terminate this Agreement; or

4. Termination for any reason under this section shall be effected by delivery to IHS or a Public Agency, as applicable, of a termination notice at least thirty (30) calendar days prior to the termination effective date, specifying the extent to which performance of services is terminated, and the time when such termination becomes effective.

5. If the Agreement between a Public Agency and IHS is terminated under subsection (3), above, such termination does not terminate the Agreement between IHS and each of the other Public Agencies that has not so acted to terminate the Agreement.

6. **Obligations Upon Expiration or Termination.** Upon expiration or termination of the Agreement for any of the reasons, IHS shall be compensated for all services it rendered prior to the effective date of termination. A terminating Public Agency shall not be liable for services performed after the effective date of termination. In no case shall the total payment owed to IHS by a terminating Public Agency exceed that Agency's original portion of the contract price. Upon termination, IHS shall return all materials, documents, equipment, data and information, or property owned by the Public Agency or items held by IHS on the terminating Public Agency's behalf.

7. **Survival.** This section shall survive the expiration or termination of 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 any Public Agency 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  
ATTN: Chief Executive Officer  
1300 S. Bird Street  
Boise, Idaho 83709  
jrosenthal@idahohumanesociety.org

City of Kuna  
ATTN: City Clerk  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634  
CityClerk@KunaID.gov

Ada County  
Board of Ada County Commissioners  
200 W. Front Street, Room 3255  
Boise, Idaho 83702  
BOCC1@adacounty.id.gov

City of Meridian  
ATTN: City Clerk  
Meridian City Hall  
33 E. Broadway Avenue  
Meridian, Idaho 83642  
cityclerk@meridiancity.org

City of Boise City  
ATTN: City Clerk  
150 N. Capitol Blvd.  
P.O. Box 500  
Boise, Idaho 83701-0500  
cityclerk@cityofboise.org

City of Eagle  
ATTN: City Clerk  
660 E. Civic Lane  
P.O. Box 1520  
Eagle, Idaho 83616  
tosborn@cityofeagle.org

A Party may change its notice address by notifying each 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 a Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.

**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 sub-contractor 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 sub-contractor complies 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 each of the Public Agencies.

**End of Agreement**

*[ Signatures appear on the following pages ]*

**IN WITNESS WHEREOF**, the authorized agent or representatives of the Public Agencies and IHS executed this Agreement and made it effective as hereinabove provided.

**Idaho Humane Society, Incorporated:**

By: \_\_\_\_\_  
Dr. Jeff Rosenthal, Chief Executive Officer

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

**Ada County:**

By: \_\_\_\_\_  
Kendra Kenyon, Commissioner

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

By: \_\_\_\_\_  
Diana Lachiondo, Commissioner

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

By: \_\_\_\_\_  
Patrick Malloy, Commissioner

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

**ATTEST:**

\_\_\_\_\_  
Phil McGrane, Ada County Clerk

**Ada County Sheriff:**

By: \_\_\_\_\_  
Stephen Bartlett, Sheriff

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

**ATTEST:**

\_\_\_\_\_  
Ada County Sheriff Legal Counsel

**City of Boise City:**

By: \_\_\_\_\_  
Lauren McLean, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Lynda Lowry, *ex-officio* City Clerk

**City of Eagle:**

By: \_\_\_\_\_  
Jason Pierce, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Sharon K. Bergmann, City Clerk

**City of Kuna:**

By: \_\_\_\_\_  
Joe Stear, Mayor

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

**ATTEST:**

\_\_\_\_\_  
Chris Engels, City Clerk

**City of Meridian:**

By: \_\_\_\_\_  
Robert Simison, Mayor

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

**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:

#### **I. Statutes and Ordinances; Public Agency Specific Scope of Service.**

**A. Statutes and Ordinances.** IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations.

#### **B. Public Agency Specific Scope of Service.**

- 1. Ada County Specific Scope of Service.** IHS shall be responsible for the enforcement of all animal regulatory ordinances of the County Code and applicable provisions of Idaho Code. IHS officers and/or its employees may be appointed by the Ada County Sheriff as limited purpose deputies. In no event shall this appointment authorize such IHS officers and/or employees to make or effect arrests.
- 2. Boise City Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Boise's municipal boundaries, including all public parks, greenbelt, and Boise Foothills properties. Boise's internal animal enforcement officers shall solely be responsible for enforcing only dog leash, animal feces pick-up, and dog licensing violations that occur within the Boise City's public parks, greenbelt, and Boise Foothills properties.
- 3. Eagle Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Eagle's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for the City of Eagle's Animal Control Ordinance, except as otherwise expressly stated herein or as City of Eagle and IHS may otherwise agree in writing.
- 4. Kuna Specific Scope of Service.** IHS shall provide animal enforcement services to all areas, both public and private, within Kuna's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for administering the City of Kuna's Animal Control Ordinance, Chapter 3 of Title 10, Kuna City Code, except as otherwise expressly stated herein or as City of Kuna and IHS may otherwise agree in writing.
- 5. Meridian Specific Scope of Service.** 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 each Public Agency in enforcing applicable animal provisions of that Public Agency'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 Section I of this Scope of Service:
  - a. IHS shall timely investigate all 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 the Public Agencies as appropriate.
  - d. Upon request by a Public Agency, IHS shall timely provide the Public Agency 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 the relevant Public Agency 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. The Public Agencies 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 each Public Agency 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 the Public Agencies 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. All Public Agencies 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.** Emergency services shall operate 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 the Public Agencies. 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 the Public Agencies regarding the performance of humane services by IHS in their jurisdictions.

**III. Animal Welfare Services.** IHS shall provide animal welfare services within the respective territorial limits of each Public Agency, 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 respective territorial limits of each Public Agency.

**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 the Public Agencies 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 the Public Agencies' 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. **Hours and Days of Shelter Services.** 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 the Public Agencies. 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 Public Agency's 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 any Public Agency'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 each Public Agency, 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, a Public Agency, 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 each Public Agencies’ dog license ordinance provisions through participation in and cooperation with such Public Agencies’ licensing programs.
- F. IHS Recommendations to Public Agencies.** IHS may provide one or more Public Agency with written recommendations for amendments to such Public Agency’s animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of each Public Agency.

**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 the Public Agencies.
  - 2. Fees Reconciliation Records.** IHS shall maintain accurate and complete records of the fees it collects on behalf of each of the Public Agencies. Each year as part of its annual report to the Public Agencies, IHS shall accurately reconcile all the fees on behalf of each

Public Agency for the purpose of calculating the offset amount of each Public Agency'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 the Public Agencies. 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 the Public Agencies 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 to Public Agencies.** Any of the Public Agencies may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) 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 each Public Agency shall include documentation showing the current service levels in each Public Agencies' 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 the Public Agencies, sorted by call category;
- b. IHS shall make available to the Public Agencies the raw data of IHS Animal Control Officer response times to the calls for service upon request. Beginning from January 1, 2020, IHS shall calculate and provide the average response times to calls for service within the jurisdiction of each of the Public Agencies;
- 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.** Any of the Public Agencies may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist the Public Agency in its fiscal year-end budgeting process. IHS shall timely respond to all Public Agency requests for additional reports and documents; which requests shall not be made more frequently than once every three (3) months by any Public Agency.
- D. Exchange of Information.** The Parties shall look at opportunities to share information to ensure appropriate and accurate allocation of program costs to contracting Public Agencies. Through this exchange of information, the Parties intend to better monitor IHS's performance of services for greater efficiency and quantifiably improved customer service.
- E. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies ("SOPs") related to the services provided under this Agreement, to be completed no later than December 31, 2020. 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	Eagle	Meridian	Combined Total
<b>City/County Field Calls divided by category:</b>						
Aggressive						
Attack						
Barking						
Bite						
Dead/Injured						
Dogs at Large						
Large/Small Animal Cruelty/Neglect						
Miscellaneous						
Pickup-Cat						
Pickup-Dog						
Total amount of calls						
HIS average response times to Calls for Service						
<b>Number of citations issued for Animal Code violations</b>						
Number of reports written & routed for prosecution						
<b>Number of animals handled</b>						
Number of animals impounded						
Average number of boarded days per animal						
Number of animals returned to owner						
<b>Live-release rate total</b>						
Cats						
Dogs						
<b>Number of spay/neuter procedures performed</b>						
Number of animals fostered						
Number of animals adopted						
Number of city licenses sold by HIS						
Number of volunteer hours logged						

Signature \_\_\_\_\_

Date \_\_\_\_\_

## SCHEDULE 2

### DOG LICENSING FEES PER PUBLIC AGENCY

The animal licensing fees that IHS collects on behalf of each of the Public Agencies shall be collected, applied, or remitted as follows:

- A. Ada County:** IHS shall administer, operate, and manage the sale of dog and household pet licenses pursuant to Title 5, Chapter 7, Ada County Code, and the terms of this Agreement, as follows:
1. For administering, operating, and managing such licensing program, IHS shall be entitled to retain any and all revenue generated from the sale of such licenses that IHS collects on Ada County's behalf.
  2. To ensure recordkeeping accuracy, IHS shall be the sole supplier of the dog and household pet licenses issued pursuant to Title 5, Chapter 7, Ada County Code.
  3. IHS shall charge fees for the licenses as set forth in Title 5, Chapter 7, Ada County Code.
  4. IHS shall submit, to the Board of Ada County Commissioners, quarterly reports stating that number of licenses sold, and the revenues generated pursuant to this Agreement.
  5. All information relating to the licensing of animals pursuant to the Ada County Code and this Agreement, including, but not limited to, the name and address of the owner, and the breed of dog, shall be and remain the property of Ada County. Upon termination or non-renewal of this Agreement, IHS immediately shall provide all such information to the Board of Ada County Commissioners.
- B. Boise:** IHS shall collect animal licensing fees for all the licenses IHS sells on Boise City's behalf and remit the accrued fee amounts to Boise every two (2) weeks throughout the Term of this Agreement.
- C. Eagle:** IHS shall have non-exclusive rights to collect animal licensing and impound fees according to the fee schedule adopted by the Eagle City Council. For all the licenses and impound fees IHS collects on behalf of the City of Eagle, IHS shall remit the accrued amounts to the City of Eagle on or before the fifteenth (15<sup>th</sup>) day of the of the following calendar month during the Term of this Agreement.
- D. Kuna:** IHS shall have a non-exclusive right to collect animal licensing and impound fees according to the fee schedule adopted by the Kuna City Council. For all the licenses and impound fees IHS collects on behalf of the City of Kuna, IHS shall remit the accrued fee amounts to the City of Kuna on or before the -tenth (10<sup>th</sup>) day of each calendar month during the Term of this Agreement.
- E. Meridian:** 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:
1. **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:

- a. 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.
  - b. Collection of appropriate license fee.
2. **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.
3. **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.
4. **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.
5. **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:
  - a. All dog license fees collected by IHS on City's behalf; and
  - b. 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.
6. **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.