

AGREEMENT

THIS AGREEMENT, made this 6th day September 2016 by and between the CITY OF DANVILLE "City," and the DANVILLE AREA HUMANE SOCIETY, INC. (formerly Danville-Pittsylvania County Humane Society, Inc.), a nonprofit corporation of the Commonwealth of Virginia, hereinafter referred to as "Society,"

WITNESSETH

WHEREAS, the City and the Society over the years have renovated and improved a facility located at 996 South Boston Road Danville, Virginia (the Danville City Farm) for use as an animal shelter in the City of Danville, Virginia, for the purpose of impounding and harboring seized, stray, homeless, abandoned, or unwanted animals to comply with the provisions of 3.2-6546 of the Code of Virginia, 1950, as amended; and

WHEREAS, the Society's primary objective is the prevention of cruelty and the promoting of humane care and treatment for animals, and has assisted, cooperated, and consulted with the City relative to the planning of the aforesaid Shelter and its operation; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. The Society will submit to the City Manager, no later than February 1st of each year, a detailed budget of the City's contribution for the cost of operating and maintaining the City's Animal Control Shelter for the 12-month period beginning the next July 1st and ending June 30th, such budget shall include categories as set forth in paragraph 3 below and the amount of such funding requested from the City. The City Council will review the budget and

make such changes in the budget as may be agreed upon by the Council. Payments to the Society, as provided for in paragraph 3, shall be based on actual expenditures and shall be limited to the amount appropriated by the City in its annual budget for this purpose. The City will be obligated under this Agreement only to the extent that funds have been appropriated and are allocated and available therefore.

2. It is agreed and understood by the Society that funds included in its budget, as approved by the City, for salaries, labor, and related payroll taxes, if not expended for that purpose, shall not be used for other purposes without the written agreement and consent of the City Manager.

3. Payment to the Society under this Agreement of the above-referenced funding shall be in equal monthly installments. Monthly reports to the City Manager or his designee shall include, but not be limited to the following categories: Salaries and wages, applicable payroll taxes, workers' compensation insurance, office supplies (postage, advertising, and telephone), dues and permits, vehicle expenses (insurance, gasoline, and maintenance), food and food supplies, kennel supplies, housekeeping and janitorial expenses, veterinary services and medicine, training workshops, repairs and maintenance to building, utilities, solid waste removal service, repairs, and maintenance to equipment and miscellaneous expenses. The statement shall include total expenditures for each category as well as the City's share for each.

4. From and within the limits of the funding contribution provided by the City to the Society the

Society will be responsible for the following operational expenses of the Shelter:

- a. Food supplies and food services supplies for all animals housed at the Shelter.

- b. Materials and supplies for the operation of the Shelter, including euthanasia supplies.
- c. Laundry, housekeeping, and janitorial supplies, including custodial services, if required.
- d. Maintain personnel for proper adoption procedures for animals at the Shelter, provided that the Society shall receive any fees derived from this program.
- e. Maintain a procedure for answering calls to the Shelter after regular operating hours, by way of answering machine at the Society's option, referring all animal control calls and emergency calls to other numbers as approved by the Chief of Police for dispatch of services
- f. Provide for veterinary service for injuries, surgical alterings (within available funding), administer the spaying and neutering program, assist the Danville Police Department when possible, and enforce the provisions of the Code of Virginia pertaining to cruelty to animals.
- g. Employ at the shelter not less than one person, who has had training from a Veterinarian.
- h. Provide for all immunizations such as distemper, parvo virus, and deworming, and spraying for fleas and ticks, as such are administered at the Shelter by Society personnel.
- i. Maintain the shelter in accordance with the requirements set forth by the Virginia Department of Agriculture and Consumer Services.

- J. Maintenance of the interior and exterior of the Shelter building, including but not limited to, painting, plumbing, and electrical repairs. It is agreed and understood that the Society shall have the authority to utilize outside vendors in connection with the maintenance of the Shelter; provided, however, the City reserves the right to inspect the Shelter to insure that the facility is being maintained by the Society in good condition. If total repair cost exceeds \$5,000, within the fiscal year, the City will consider supplemental amounts as needed.
- k. Repair and/or replacement of all equipment used in the operation of the Shelter, whether owned by the City or the Society, but excluding equipment used by Animal Control to capture dogs and other animals.
- l. Utilities including solid waste removal and telecommunications.
- m. Telephone costs.
- n. Office supplies and expenses for the operation of the Shelter.
- o. Miscellaneous materials and supplies necessary for the operation of the Shelter not specifically enumerated otherwise.

5. The Society covenants and agrees that it shall not enter into any contracts for boarding animals at the Shelter for the sole purpose of operating a kennel business. Exceptions include providing shelter for other localities during natural or man-made disasters.

6. The Society agrees that in purchasing supplies and services relating to the operation of the Shelter and for which the City is providing funding that it shall make every effort to obtain such supplies and services at an economical cost.

7. In addition to the annual appropriation and allocation for the payment to the Society under this Agreement, the City agrees to provide the following for the routine operation of the City's Animal Control Program:

- a. Salary and wages of an Animal Control officer employed by the City, including any payroll-related expenses, as well as uniforms and wearing apparel, as long as the position is funded.
- b. Long distance telephone calls incurred by City personnel, in the performance of their official duties.
- c. All expenses relating to the operation of City-owned vehicles.
- d. Fire insurance on the building.
- e. Maintenance of animal control vehicle radio equipment, portable radio, laptop, software, and associated hardware.
- f. Repair and replacement of all equipment of animal control used to capture dogs and other animals.
- g. Travel and training and memberships to professional organizations for City employees.
- h. Claims and bounties required by State law.

8. The Society shall perform those duties required by the Department of Agriculture and Consumer Services and the provisions of 3.2-6546 of the Code of Virginia, 1950, as amended in its operation of the animal shelter.

9. The City agrees that all animals picked up by City personnel or the Police Department shall be delivered to the Shelter or to a participating veterinarian as needed. It is agreed and understood that any such animal picked up by City personnel becomes the sole responsibility of the Society. However, upon the escape or death of an animal prior to delivery to the Shelter the Society shall not be held civilly liable.

10. It is understood between the parties hereto that the Society's area of responsibility and control shall include the administering and carrying out of anti-cruelty investigations and the filing of complaints to or in cooperation with appropriate local authorities.

11. The ownership of all of the real property on the premises, i.e., land, buildings, improvements, and affixed equipment, will remain with the party providing for the funding of same. Upon termination of this Agreement, by the Society, as hereinafter provided, any buildings, structures, or improvements funded by the Society shall revert to the City, or be assigned, transferred, or conveyed by the Society to the City. Alternatively, upon the termination of the agreement by the City, the City shall purchase all of the furnishings, removable fixtures, appliances, and movable equipment; however, any such party will clearly mark all of its furnishings, removable fixtures, appliances, and movable equipment and maintain a master inventory list of such items of property. The City shall pay the tax assessed value of real property, (land, buildings, improvements) acquired after January 1, 2007. Property, real or personal, purchased by the Society with funds appropriated by the City shall be deemed property owned by the City.

12. The Society is authorized, delegated, and empowered by the City to take over the management of the Shelter; to impound all animals coming into its control and custody as a result of violations of animal regulations; to collect any boarding or impoundment fees, and to place or humanely dispose of such animals as come into its control. The following fees shall be remitted to the City: 1) returned to owner fees shall be remitted to the City, at an amount of \$5 per day board per animal, and 2) a pick-up fee of \$15 per animal or multiple animals returned to the same owner. Any adoption fees shall be exempt and the property of the Society.

13. The City for itself, its agents, assigns, and successors to the extent permitted by law hereby remises, releases, and forever discharges the Society, its agencies, assigns, and

successors of and from all claims, debts, demands, actions, causes of actions, suits, sum and sums of money, account, reckonings, motions, controversies, doings, omissions, damages, both at law and equity, and all liabilities on account of any claim for injuries, losses, expenses, or damages arising out of the enforcement by employees or agents of the City of local ordinances relating to the regulation and control of animals, the practice of euthanasia by employees or agents of the City, and the treatment and disposition by employees or agents of the City of any animal brought into the Shelter.

14. The Society for itself, its agents, assigns, and successors to the extent permitted by law hereby remises, releases, and forever discharges the City, its agents, assigns, and successors of and from all claims, debts, demands, actions, causes of actions, suits, sum or sums of money, accounts, reckonings, motions, controversies, doings, omissions, damages, both at law and equity, and all liabilities on account of any and all injuries, losses, expenses, and damages arising out of the enforcement by the State or any other humane activities conducted by the Society or caused by any member, agent, or employee of the Society, except in the conduct of activities for which the City is specifically responsible by law or under the provisions of this Agreement.

15. The Society shall operate the Shelter under guidelines which are in accordance with those issued by the Department of Agriculture and Consumer Services of the Commonwealth of Virginia.

16. The Society hereby agrees that it will have its records examined by an independent certified public accountant each year and shall, within one hundred eighty days (180 days) after the end of its fiscal year; provide a copy of such report to the City Manager. Such report and examination shall include a certification that the funds provided to the Society by the City were used solely for expenses in connection with the operation of the Shelter.

17. This Agreement shall be effective from the date of its signing and contains the entire contractual understanding of the parties hereto. Any additions or changes to this Agreement shall be made in writing and be ratified by the parties in a separate subsequent instrument.

18. This Agreement and the performance thereof shall be governed by and enforced under the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Danville, Virginia.

19. This Agreement may be terminated by either of the parties hereto by written notice furnished to the other party at least ninety (90) days prior to the date of termination.

20. The term of this Agreement shall be for a period of fifteen (15) years beginning upon the approval of the contract by city council and shall continue on a year-to-year basis thereafter unless otherwise terminated as herein provided.

21. This Agreement contains the entire understanding and agreement between the Parties with respect to the matters set forth herein and supersedes any and all prior and contemporaneous agreements and understandings, whether written or oral, relating thereto.

{Signatures next pages}

IN TESTIMONY WHEREOF, the City of Danville has caused its name to be hereunto subscribed by Ken Larking, City Manager, with its seal affixed and attested by Susan M. DeMasi, its City Clerk, and the Danville Area Humane Society has caused this Agreement to be signed in its name by Calvin Lynn Shelton, its President, attested Hilary Wyatt, its Secretary, all pursuant to due authority as of the day and year first above written.

CITY OF DANVILLE, VIRGINIA

BY Ken Larking
Ken Larking, City Manager

ATTEST:

Susan M. DeMasi

City Clerk

DANVILLE AREA HUMANE SOCIETY

BY Calvin Lynn Shelton
Calvin Lynn Shelton, President

ATTEST:

Hilary Wyatt
Secretary