

ANIMAL CARE and SHELTER PROVIDER AGREEMENT

THIS AGREEMENT, entered into for provision of Animal Care and Shelter Provider services for the period January 1, 2010 through December 31, 2010 between the Board of Public Works and Safety of the City of West Lafayette ("City") and the Almost Home Humane Shelter ("Animal Care and Shelter Provider".)

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. The terms of the agreement are enumerated in the Animal Care and Shelter Provider Agreement Conditions, attached.

1. The City agrees to pay to the Animal Care and Shelter Provider the sum of \$25,108.00 in ten monthly installments of \$2,510.80, beginning February 2010.

Approved this 1 day of February, 2010.

Almost Home Humane Society

Board of Public Works and Safety
City of West Lafayette, Indiana

BY: _____
President

John R. Dennis, Mayor

Executive Director

Sana G. Booker, Member

ATTEST:

Secretary

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M. Stull, Member

ATTEST:

Judith C. Rhodes, Clerk-Treasurer

**2010 CITY OF WEST LAFAYETTE
ANIMAL CARE AND SHELTER PROVIDER
AGREEMENT CONDITIONS**

1. The Animal Care and Shelter Provider will allow access to their facility (24) twenty-four hours a day (7) seven days a week including Holidays, for animals brought to the Animal Care and Shelter Provider facility by the West Lafayette Animal Control Officer or his designee.

The Animal Care and Shelter Provider will provide the West Lafayette Animal Control officer a schedule of the normal operational hours of the Animal Care and Shelter Provider. Any changes in the normal operating hours for the public will be forwarded to the West Lafayette Animal Control officer in a timely manner.

Access will also be granted to the Animal Care and Shelter Provider Facility for any West Lafayette resident to drop off found animals during normal operating hours of the Shelter. Owner surrendered animals will be taken by the Shelter at the discretion of the Animal Care and Shelter Provider.

An *Animal Received Form* will be completed by the Animal Control Officer or his designee for animals brought to the Animal Care and Shelter Provider facility after hours. The *Animal Received Form* will be left in a folder or tray for Facility Staff. This folder or tray will be clearly marked "WEST LAFAYETTE ACO RECEIVED FORMS".

2. The Animal Care and Shelter Provider may charge the owner of any animal brought to their facility by the West Lafayette Animal Control Officer and his designee, or a resident of West Lafayette a pickup/impoundment fee, kennel fee, and veterinarian fee if required.

This fee will be determined by the Animal Care and Shelter Provider and a schedule of these fees will be provided to the West Lafayette Animal Control officer. Any changes in the fee structure will be forwarded to the West Lafayette Animal Control officer in a timely manner.

3. The Animal Care and Shelter Provider will provide a monthly summary report to the West Lafayette Animal Control officer for all animals brought to the Animal Care and Shelter Provider facility.

This monthly summary report will be provided to the West Lafayette Animal Control officer by the 15th day of the following reporting month.

The monthly summary report will include:

- a) Location where the animal was found
- b) Description of the animal
- c) Name, address, and telephone number of the person bringing the animal to the Animal Care and Shelter Provider facility.

The Animal Care and Shelter Provider will verify that such animal was found within the West Lafayette City limits by calling the West Lafayette Police Department if the Animal Care and Shelter Provider can not determine the location as being within the West Lafayette City limits.

4. The Animal Care and Shelter Provider will hold all animals for *Bite Case* quarantine for the West Lafayette Animal Control for a period not to exceed (10) ten days pursuant to Indiana Code 15-20 Sec. 1 to Sec. 7, 410 IAC 1-2.3-38, and 410 IAC 1-2.3-52 (a).

The Animal Care and Shelter Provider will also hold all animals in which the owner, person or persons having custody of, or person or persons charged with a crime against an animal, or any animal that has been found to be neglected or abused. This animal will be held for a period not to exceed (10) ten days for investigative purposes.

After the (10) ten day holding period, the West Lafayette Animal Control officer must seek a Court Order to hold the animal for a longer period of time. The West Lafayette Animal Control officer will advise the Provider every (5) five days reference the progress of the investigation and an update on the actions being taken.

There will be a standard (5) five day hold on all animals brought to the Animal Care and Shelter Provider, unless such animal has been quarantined, or the Animal Care and Shelter Provider deems the animal too ill, too injured, or too dangerous to be held for 5 days, or a (10) ten day hold has been placed on the animal by the West Lafayette Animal Control officer. After the (5) five day hold, in which the animal has not been claimed, the Animal Care and Shelter Provider will become the permanent custodian of said animal.

No animal will be released early from *Bite Case* quarantine or a (10) ten day hold without the permission of the West Lafayette Animal Control officer.

Any and all charges for the keeping of an animal listed in this section shall be the responsibility of the owner; person or persons having custody of said animal; or a person or persons charged with a crime against such animal.

5. All injured animals, wherein the injury occurred within the city limits of West Lafayette will be transported to a Veterinarian Emergency Clinic for treatment.

The Animal Care and Shelter Provider shall incur all charges for treatment for any injured animal transported to a Veterinarian Emergency Clinic by the Animal Control Officer or his designee. The owner of the injured animal will be responsible for reimbursement to the Animal Care and Shelter Provider if the injured animal's owner can be identified.

The Animal Care and Shelter Provider may set a limit for treatment fees of injured animals brought to the Veterinarian Emergency Clinic. This fee will be negotiated between Veterinarian Emergency Clinic and the Animal Care and Shelter Provider.

6. The Animal Care and Shelter Provider shall propose and provide any educational programs and literature they have available to the citizens of West Lafayette.
7. Any animal brought to the Animal Care and Shelter Provider Facility by the West Lafayette Animal Control Officer or his designee, or a West Lafayette resident will not be sold to, or custody given to any type of research facility. All animals brought to the Provider will be treated in a humane manner pursuant to Indiana Code 35-46-0.5, 35-46-3-12, and 35-46-3-7.
8. The Animal Care and Shelter Provider will provide to the City Clerk-Treasurer a copy of their annual budget and audit, upon request, and give permission to the State Board of Accounts to examine the Animal Care and Shelter Provider's financial records if deemed necessary.
9. Notwithstanding any term herein to the contrary, in the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including reasonable attorney fees.

Definitions as used in this agreement:

Animal: Any domestic animal that is sufficiently tame to live with a family, such as a dog or cat.

Veterinarian Emergency Clinic: Any licensed Veterinarian Clinic that has been designated by the Animal Care and Shelter Provider to treat injured animals.

Animal Care and Shelter Provider: Any facility 501 (c) 3 Non-Profit Organization approved to house and care for animals.