

Stray Animal Holding Agreement

1589 VT Route 14 South, East Montpelier, Vermont 05651
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The parties of this agreement are the **Central Vermont Humane Society Inc.**, chartered and licensed in the State of Vermont, hereinafter referred to as CVHS, and the ~~City of~~ *Town of East* **Montpelier**, hereinafter referred to as Town/City. The terms of this agreement shall be in effect from **January 1, 2017 through December 31, 2017.**

In consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

CVHS will:

1. Maintain a suitable shelter and accept domestic, non-feral felines and canines found wandering at large without an owner present, hereinafter referred to as stray.
2. Accept strays directly from residents of the Town/City during CVHS posted public hours.
3. Make a holding location at CVHS available to a trained member or members of the Town/City's local law enforcement and/or Animal Control Officer (ACO) during non-CVHS public hours.
4. Allow pets to be reclaimed during posted CVHS public hours or by available appointment.
5. Charge owners reclaiming intact (not spayed or neutered) strays a boarding fee of \$75.00 for the first day, and an additional \$25.00 daily for each additional calendar day the animal is in the care of CVHS. These monies are direct payments to CVHS for services and may not be requested by the Town/City.
6. Charge owners reclaiming previously spayed or neutered strays a boarding fee of \$50.00 for the first day, and an additional \$25.00 daily for each additional calendar day the animal is in the care of CVHS. These monies are direct payments to CVHS for services and may not be requested by the Town/City.
7. At the discretion of CVHS management, increase fees for repeat strays.
8. Ensure that all stray canines reclaimed by their owners have an up to date rabies vaccination and town license, or to hold a \$50.00 cash refundable deposit for the above requirements for two weeks only. CVHS may enforce additional reasonable conditions of release as specified by the Town/City in writing and agreed upon by CVHS prior to completing this contract. Unclaimed deposits are the property of CVHS.
9. Hold strays for three days (excluding Sunday). At the end of this holding period, any unclaimed strays are considered released to the custody of CVHS. In certain cases, a veterinarian licensed by the State of Vermont may overrule the three day holding period for the purpose of euthanasia when a stray is suffering or poses a health or safety risk.
10. Accept as released to CVHS ownership and custody any stray whose owner has been identified and contacted but who fails to pick up their stray within five days (excluding Sunday) from the stray's arrival.
11. To cap the stray animal holding fees charged to the City at \$8,000.00, excluding fees for agreement exclusions and penalties.
12. *Not hold East Montpelier responsible for the regular intake fees for the January 2017 through December 2017 agreement year.*

The Town/City agrees:

- * 1. To pay to CVHS a fee of \$100.00 per canine and/or \$60.00 per feline turned into CVHS as stray animal(s), within 30 days of receiving an invoice specifying such intakes and charges.
- * 2. To pay to CVHS an additional \$50.00 per canine or feline if the animal was deposited in the after-hours holding location at CVHS (*available to trained town officials only*).
3. To follow CVHS protocols when a stray is brought in after hours. Specifically, trained law enforcement officers or the Town/City's ACO will place the stray safely and securely in a designated kennel, fill water dishes (provided), fully complete informational paper work, and follow any other directions noted within the facility.
4. To require any person who will be bringing strays to CVHS during our closed hours to attend the mandatory 15-minute stray animal training at CVHS prior to receiving a code to the building. Training can be scheduled by contacting 476-3811 x103 or operations@cvhumane.com.
5. To never allow access (even supervised) to the CVHS stray holding facility by any person(s) other than the trained town representatives.
6. To keep access codes confidential. The access code to enter the CVHS stray holding area may only be shared with persons trained and approved by CVHS. *Please note: Access codes are subject to change. Agreements must be signed and payment current to receive updated codes. Failure to abide by contract specifications will result in forfeiture of a Town's access to 24-hour holding facility, without advance notice to the Town.*
7. To inform CVHS immediately if any change occurs in the Town's ACO or stray handling policies.
8. To inform CVHS in writing of any additional conditions pertaining to the release of strays.
9. To assist in efforts to locate the stray's owner within the town.
10. Any change in boarding fees charged to owners does not constitute a violation of this contract.
11. The Town/City has no claim for any boarding fees charged to owners and paid directly to CVHS.

12. To the following agreement exclusions and penalty fees:

- a) This agreement does not include stray farm animals or wildlife, feral cats, rabbits, exotic animals and pets including (but not limited to) reptiles, avians, amphibians, etc. *The determination of whether or not a feline is feral will remain entirely at the discretion of CVHS. Felines who are unable to be handled safely with no protective equipment (gloves/traps, etc.) are generally determined to be feral. Cities and towns are encouraged to use local spay and neuter resources to help control feral cat populations. When feral felines inhabit a property (for example, a shed or barn), CVHS believes those animals to be the responsibility of the property owner. They are therefore owned animals, and not stray.*
- b) This agreement does not include services for any animal, stray or owned, that has bitten a human and broken skin within the past 10 days and therefore requires quarantining for rabies and other zoonotic diseases. In the event that such an animal has been brought to CVHS, the Town/City agrees to pay CVHS a fine of \$500.00 per animal within 30 days of the animal's arrival, in addition to the agreement fee listed below, regardless of how long the animal remains at CVHS. In cases where CVHS requests removal of the animal from our facility, the Town/City has 72 hours to make alternative arrangements for the animal before beginning to accrue additional fines

* Waived under CVHS Clause 12 on page 1.

of \$100 per calendar day. This fee is a reflection of the costs of this challenging situation and is also meant to discourage the Town/City from inappropriate use of the after-hours CVHS stray facility.

- c) This agreement does not include pick up services. (All strays must be delivered to CVHS.)
- d) This agreement does not include services to accept and dispose of deceased animals.
- e) This agreement does not include services for animals seized by an ACO, Police Officer, the Town/City, or the State of Vermont in an animal cruelty/neglect/abandonment case or investigation. In cases where boarding of seized or abandoned animals is necessary, CVHS may be available to enter into a separate contract with town officials to provide such services. Contracts must be negotiated in advance or become subject to the fines listed below.
- f) In the event that any animal other than a stray (domestic, non-feral canine or feline found wandering at large without an owner) is brought to CVHS by the Town/City, the Town/City agrees to pay CVHS a fine of \$500.00 per animal within 30 days of the animal's arrival, in addition to the agreement fee listed below, regardless of how long the animal remains at CVHS. In cases where CVHS requests removal of the animal from our facility, the Town/City has 72 hours to make alternative arrangements for the animal before accruing additional fines of \$100 per calendar day for the length of the animal's stay. These fees are a reflection of some of the costs of these challenging situations, and are meant to discourage the Town/City from inappropriate use of the after-hours CVHS stray holding facility. CVHS will turn away all inappropriate animals during open hours.
- g) This agreement does not include emergency services, including after-hours emergency contacts. The Town/City must seek appropriate care, including transporting an animal to a veterinarian as required by law, for any animal needing immediate medical attention for a serious injury or illness during the hours that CVHS is closed to the public. At no time should an injured or ill animal be left at CVHS when a staff member is not immediately available and aware of the needs of the animal. The Town/City is responsible for all costs of emergency services accrued when an animal is not in the care or temporary custody of CVHS.

Either party may terminate this contract by written notification via certified mail, specifying the reasons for termination. Termination shall be effective 30 days from the date of receipt of such written notice.

 5/31/2017

Erika Holm Date
Director of Operations
Central Vermont Humane Society

_____
Town/City Authorized Agent

C. Bruce Johnson 6/13/17
East Montpelier Town Administrator
Printed name of Agent Date