## 2019 CONTRACT FOR ANIMAL HOLDING FACILITY

This contract made on  $\frac{04}{2019}/\frac{01}{2019}$  by and between the Town of  $\frac{Bristol}{2019}$ , Vermont hereinafter called the "TOWN" and Homeward Bound, Addison County's Humane Society, Middlebury, Vermont, hereinafter called "HOMEWARD BOUND".

HOMEWARD BOUND and the TOWN agree to the following beginning April 1, 2019 and ending March 31, 2020 for the holding and disposing of stray dogs: (Please circle desired option)

## Option 1

The TOWN agrees to pay \$450 in full with the returned contract plus \$75.00 per stray dog after the first three dogs. HOMEWARD BOUND will bill the TOWN via quarterly invoice. This invoice will include the date the dog was accepted, the date the dog was released or otherwise disposed, and the amount due, if any.

## Option 2

The TOWN agrees to pay a flat rate of \$600 with no charge per stray dog and no limit as to the number of stray dogs the TOWN may bring to HOMEWARD BOUND.

The purpose of this contract is to:

- increase the number of stray dogs being returned to owners
- improve the general health and well-being of the canine population of Addison County
- be a resource for towns who need technical assistance around animal issues
- better coordinate resources to promote animal welfare and respond to animal related problems
- promote responsible pet ownership among the citizens of Addison County

HOMEWARD BOUND will accept stray, domestic canine animals from the TOWN. This CONTRACT <u>does not</u> provide for any holding period for dogs seized by the town due to town violations or for rabies observation. This contract is limited to stray dogs from the TOWN.

Stray dogs may be brought to HOMEWARD BOUND by the Animal Control Officer or any resident of the town. Upon receiving a dog, Homeward Bound will hold the dog for the state - mandated holding period and will make reasonable efforts to identify the owners (check tags for owner identification, scan dog for microchip, review reports received by Homeward Bound regarding lost dogs). If the owners are identified, HOMEWARD BOUND will attempt to contact the owners to inform them of the status of their dog. Any dog not claimed within the state-mandated holding period will be considered abandoned and HOMEWARD BOUND may use its discretion to release or otherwise dispose of the dog.

If the owner seeks to reclaim their dog, Homeward Bound requires the owner provide proof of current rabies vaccine and town license. If the owner is unable to provide proof of current rabies vaccination, Homeward Bound will arrange for the dog to be vaccinated and release the dog to the owner only after vaccination. If the owner provides proof of vaccination but is unable to provide proof of a current town license, HOMEWARD BOUND will release the dog to its owner upon receipt of a \$100 deposit. Within 5 business days, the owner must submit proof of having

acquired a current town license, whereupon HOMEWARD BOUND shall return the deposit to the owner. If the owner does not submit proof of a license within 5 business days of the date of release of the dog, the owner shall forfeit the deposit to HOMEWARD BOUND. If the owner provides proof of current rabies vaccination and town licensure, HOMEWARD BOUND shall release the dog immediately.

In any case, the owner will be subject to the following charges/fees as applicable:

- a. Town Fee (as indicated by Animal Control Officer on Intake Form). This fee will be forwarded to the TOWN by HOMEWARD BOUND by the 10<sup>th</sup> of the following month;
- b. HOMEWARD BOUND'S Impound Fee;
- c. HOMEWARD BOUND'S Daily Boarding Fee;
- d. HOMEWARD BOUND'S Rabies Vaccine Fee; and
- e. HOMEWARD BOUND'S Parasite Treatment Fee

HOMEWARD BOUND will provide the TOWN'S Animal Control Officer/Police Officer with 24-hour access to the building to allow for immediate available sheltering of the stray dog. All TOWN or Law Enforcement personnel who desire to have 24 hour access to the facility must be trained by HOMEWARD BOUND regarding proper procedures and protocols. In exchange for this access, the TOWN'S Animal Control Officer/Police Officer is responsible for placing the dog in a kennel, providing appropriate bedding and food/water (provided by HOMEWARD BOUND), completing the necessary paperwork, and following the requests of HOMEWARD BOUND regarding facility procedures.

HOMEWARD BOUND agrees to reserve one kennel at all times for the immediate sheltering of stray dogs and will be responsible for the feeding, cleaning, and daily care of the dog.

The TOWN will inform HOMEWARD BOUND immediately if any change occurs in the Animal Control Officer and will be responsible for the return of any distributed facility keys to HOMEWARD BOUND. HOMEWARD BOUND will provide keys to new personnel upon receiving the approved training at the facility. **At no time are the keys to be directly transferred.** 

This CONTRACT is subject to renewal on an annual basis with the approval of both parties.

Either party can terminate the CONTRACT, by written notice specifying reasons for termination. Such termination will be effective sixty (60) days from the date such written notice was received. A certified mail return receipt shall be used to determine proof of receipt should a question arise. A refund will be given on the determination of the HOMEWARD BOUND Executive Director.

The parties hereby have approved and executed this agreement:

Jessica Danyow Date
Executive Director
Homeward Bound: Addison County's Humane Society

Authorized Signature Date

Town of Bristol