



Memo

To: Mayor and Hayden City Council

From: Abbi Sanchez, City Clerk

Date: October 27, 2016

Agenda Item: Agreement with Companions Animal Center for Impounded Dogs

Agenda Item Location

New Business

Recommended Action or Motion

Staff recommends approval of the agreement with Companions Animal Center for Impounded Dogs

Functional Impact of Authorizing

Approving the agreement allows the Companions Animal Center to house dogs that are seized or impounded under Hayden City Code 4-3-26. This code authorizes the city to impound dogs that are loose, dangerous, ill, injured, neglected, abandoned, unlicensed, violating quarantine, suspected of rabies, involved in legal orders, kept in unlicensed kennels, or otherwise posing a risk to public health and safety. The agreement will also allow the public to turn in stray dogs found in Hayden.

Under this agreement, Companions Animal Center will bill the City \$85 per dog not claimed within five (5) days by the owner. On average, less than 5 charges/month have attributed to the City of Hayden.

Functional Impact of Not Authorizing

The absence of an agreement with Companions Animal Center, an Animal Control agency, or our own law enforcement agency, Companions Animal Center will not accept dogs that are loose, dangerous, ill, injured, neglected, abandoned, unlicensed, violating quarantine, suspected of rabies, involved in legal orders, kept in unlicensed kennels, or otherwise posing a risk to public health and safety.

Fiscal Impact

This specific item was not budgeted for and will be paid for by the amount budgeted for miscellaneous expenses. There is not a fiscal impact for this item.

Budget Funding Source / Transfer Request

110-211-53105: Miscellaneous Expenses

AGREEMENT FOR ANIMAL CENTER SERVICES

This agreement is made and entered into this 1st day of November 2026, by and between the **COMPANIONS ANIMAL CENTER**, an Idaho non-profit corporation hereinafter referred to as “CAC”, and **THE CITY OF HAYDEN**, Kootenai County, State of Idaho, political subdivision, acting herein by and through its duly constituted, elected, and acting City Council, hereinafter referred to as the “CITY”.

WHEREAS, CAC currently operates an Animal Shelter facility (hereinafter referred to as the “Animal Center”) located at 10275 N Atlas Rd., Hayden, ID, 83835, which provides impound, board, and care for impounded dogs and other animals.

WHEREAS, the CITY has adopted Authority to Impound Animals by ordinance **4-3-26** which authorizes the seizure and impoundment of animals under certain circumstances; and

WHEREAS, the CITY does not presently have its own facilities in which to house those impounded; and

WHEREAS, there is an immediate need to obtain adequate and appropriate shelter for those dogs impounded by the CITY; and

WHEREAS, the CITY and CAC entered into an agreement on November 1, 2026, pursuant to which CAC agrees to house all dogs impounded by the CITY for good and sufficient consideration; and

WHEREAS, the November 1, 2026, agreement will expire on September 30, 2027; and

WHEREAS, the CITY and CAC desire to continue their relationship covered by this agreement into the future.

NOW, THEREFORE, the parties agree as follows:

- I. **TERM:** The term of this agreement shall commence at 12:01 am on November 1, 2026, and expire at midnight on September 30, 2026. This agreement will automatically renew for

successive one (1) year terms, from October 1st through September 30th until either party gives the other party written notice that the Agreement will not be renewed after the then current term. The notice required by this section must be provided at least (30) days prior to the end of the current term.

- II. **FEES:** As consideration for the services to be provided by CAC pursuant to this Agreement, CITY agrees to pay CAC:
- A. A fee of \$85 for any dog held at the Animal Center and not claimed by the dog's owner within five (5) days of delivery of the dog by the CITY to the Animal Center unless otherwise specified herein.
 - B. A fee of \$85 per dog, plus \$20 per day after 5 days, for dogs held at the request of the CITY for the purpose of quarantine or for evidentiary purposes will be assessed to the CITY if the owner does not reclaim the dog. For purpose of this Agreement, "working day" shall mean a day when CAC is open to the public.
 - C. A fee of \$40 per litter of puppies held by the Animal Center and not claimed by the pet's owner within (5) days of delivery of the litter by the CITY to the Animal Center, unless otherwise specified herein.
 - D. A fee of \$25 for each dog brought to the CAC by the CITY for euthanasia and disposal.

CAC shall submit a monthly statement to the CITY by the 10th of each month, which contains an itemization of all fees accrued on behalf of the CITY and all amounts owed to CAC by the CITY for the animals held at the Animal Center for the previous month. The CITY agrees to pay the statement within thirty (30) days.

III. **SERVICES:**

- A. CAC agrees to house all animals impounded by the CITY at the Animal Center, or such other locations as CAC may acquire and/or operate as an Animal Center during the term

of this Agreement, and to house those animals under the following terms and conditions:

1. Hours of Operation: The Animal Center shall be open to the public for business seven days per week, at a minimum from Noon to 5:00pm on Monday, Noon to 6:00pm Tuesday through Saturday, and Noon to 4:00pm on Sunday, except for the seven (7) recognized Federal holidays when the Animal Center may be closed. These days include New Years Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.
2. Shelter Conditions: The Animal Center shall be maintained in a humane manner and shall be kept in a sanitary condition at all times. All services provided by CAC shall be provided in accordance with local laws, and the laws of the State of Idaho. The CAC shall use humane methods in the care, euthanasia and disposition of any animal coming under its authority.

IV. ANIMAL CONFINEMENT:

A. Impound Time Requirements: The following minimum holding periods are established. For all impound periods, the day after impoundment is considered the first day of impoundment.

1. Lost or Stray Animals: CAC shall hold an impounded lost or stray animal for not less than five (5) working days, or for such time as CAC or the CITY has other reasons to believe that an owner exists, or that the owner or custodian may claim it prior to other disposition.
2. Quarantined or evidence dogs: CAC shall hold dogs impounded at the request of the CITY for the purpose of quarantine or evidence until such time as the CITY advises CAC in writing that the dog no longer needs to be

quarantined or is no longer needed for evidentiary purposes.

3. The CITY may increase any minimum holding period by providing verbal/written notice to CAC. Any request by the CITY to increase holding periods will result in additional fees as described in Section II of this Agreement.
4. Upon expiration of hold periods, all animals shall become the property of CAC.
5. At the completion of hold periods, no further charges or fees shall accrue to the CITY.

V. DISPOSITION OF ANIMALS:

A. CAC may humanely dispose of or transfer to a new owner, upon payment of the applicable fee, any impounded dog that has:

1. Not been claimed by its owner or custodian with the prescribed holding period.
2. Been relinquished by its owner and immediately transferred to CAC for consideration for its adoption program or other disposition.

B. Injured or diseased animals, or newborn animals unable to feed themselves may be considered for humane disposition without regard to the prescribed holding period to alleviate suffering or to protect other impounded animals for exposure to contagious disease. For these purposes, a disease or injury is a condition causing great threat or harm to the animal or other animals or causing unnecessary suffering or pain. Animals exhibiting disease or injury should first be provided appropriate medical treatment or, in extreme cases, considered for other disposition.

C. Any animal that becomes the property of CAC and is adopted through the CAC adoption program pursuant to this

Agreement shall be spayed or neutered prior to its release to its new owner. CAC may accept spay/neuter deposit in lieu of spaying or neutering a dog prior to adoption if CAC determines the circumstances, such as age or health of the dog, warrant release without surgery.

VI. ANIMAL RETRIEVAL:

- A. Prior to CAC delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, CAC shall collect from that person any relevant fees established by the CITY ordinance. Such fees shall accrue to CAC. The CITY will provide CAC with a copy of its current fee schedule forth relevant impound fees.
- B. Prior to CAC delivering an animal impounded pursuant to this Agreement to anyone claiming it during the minimum holding period, CAC will notify the owner of any CITY citation issued. Penalties or fines associated with a citation shall accrue to the CITY.
- C. Prior to releasing any dog impounded pursuant to this Agreement to its owner, CAC shall determine whether or not the dog is current on its rabies vaccination. If the dog is not current on its rabies vaccination, and the CAC Veterinarian is on site, CAC will vaccinate the dog at the owner's request. If the dog is not current on its rabies vaccination, and the CAC Veterinarian is not on site, CAC shall release the dog to its owner, along with a "Reclaim Form Without Proof of Current Rabies Vaccination," which advises the dog owner that he/she has three (3) business days to vaccinate their dog. It shall be the responsibility of the CITY to follow up with the dog owner and ensure the dog was vaccinated.
- D. When releasing any animals impounded to this Agreement, CAC shall make every effort to ensure that the person(s) claiming ownership is in fact the owner verified through a

vaccination record signed by a veterinarian or similar identification.

VII. VETERINARIAN SERVICES:

- A. No fees will be assessed to the CITY for veterinary services required for animals impounded at the CAC on behalf of the CITY. If an animal requires emergency veterinary care and the CAC staff veterinarian is not on duty, the CITY will be notified immediately and the animal transported to a veterinarian of CITY's choice, who will bill CITY directly for their services.

VIII. RECORD KEEPING:

- A. CAC shall maintain an accounting of all animals received pursuant to this Agreement, services rendered, and fee collected. Statements shall be issued by CAC for all fees received on behalf of the CITY. The accounting shall include the intake and disposition of all animals received pursuant to this Agreement. Said accounting shall be delivered to the CITY's designees.
- B. The CITY reserves the right to review all records and conduct an audit of CAC's records relating to animals impounded and services rendered pursuant to this agreement.

IX. TERMINATION:

- A. Termination for Convenience: Either party may terminate this Agreement upon ninety (90) days written notice to the other party. Within ninety (90) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. Termination for Default: If CAC fails to provide services or follow CITY procedures and practices as required by this Agreement, the CITY shall provide written notice to CAC of such default for failure to provide services or follow CITY procedures or practices and give CAC thirty (30) days from

the date of written notification to cure the default. In the event CAC fails to cure the default within thirty (30) days, the CITY may immediately terminate this Agreement.

X. INDEMNIFICATION AND INSURANCE:

- A. To the extent permitted by law, the CITY and CAC each agree to save, indemnify, defend, and hold harmless the other from any and all liability, claims, suits, actions, losses, expenses, injuries, damages, and costs, including reasonable attorneys' fees, court costs, and expenses and liabilities incurred in or from any such claim arising out of performance of this Agreement, and attributable to the negligent actions of the indemnifying party. CAC, as the service providers, shall promptly notify the CITY of such claims of which it has knowledge and shall cooperate fully with the CITY or its representatives in the defense of the same.
- B. CAC shall obtain and maintain such comprehensive public liability insurance as will protect it from claims for damages because of bodily injury, including death, and injuries to or destruction or loss of use of property, which may arise from its operations under this Agreement, whether such operations be by it, its volunteers, agents, employees, or anyone directly or indirectly employed by CAC.
- C. Minimum amount of insurance shall be One Million Dollars (\$1,000,000) per incident. The policy shall name the CITY as additional insured and shall require a minimum of thirty (30) days' notice if the policy is canceled for any reason.
- D. All insurance required under this section shall be maintained in full force and effect at CAC's expense until this Agreement terminates. Certificates of Insurance and/or evidence of financial responsibility will be provided to the CITY upon request.

XI. SEVERABILITY:

A. If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable, and this Agreement shall be modified, amended, or limited, only where it is valid and enforceable, as agreed by the parties.

XII. GOVERNMENT OF CHINA:

A. CAC certifies that it is not and will not, for the duration of this Agreement, be owned or operated by the Government of China as those terms are defined in Idaho Code Title 67, Chapter 23.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF HAYDEN

By: _____

It's: _____

Date: _____

COMPANIONS ANIMAL CENTER

By: _____

It's: _____

Date: _____