

RESOLUTION 1685

AN AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL CARE SERVICES.

WHEREAS, The Clinic provides animal care services and operates a facility for the provisions of said services (“animal shelter”);

WHEREAS, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

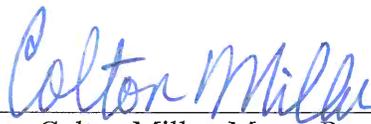
WHEREAS, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

NOW, THEREFORE, BE IT RESOLVED, The City of West Branch and the West Branch Animal Clinic agrees to the attached agreement, and

WHEREAS, it is now necessary to approve said agreement.

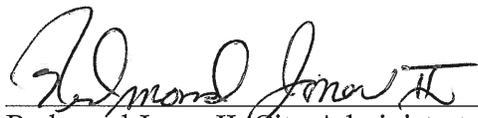
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Iowa that the aforementioned agreement is hereby approved. Further, the Mayor is directed to execute the agreements on behalf of the City.

Passed and Approved this 6th day of February, 2018.



Colton Miller, Mayor Pro Tem

ATTEST:



Redmond Jones II, City Administrator/Clerk

**AGREEMENT BETWEEN THE CITY OF WEST BRANCH, IOWA AND THE
WEST BRANCH ANIMAL CLINIC FOR THE PROVISION OF ANIMAL CARE
SERVICES**

This agreement is entered into between the City of West Branch, Iowa (“The City”) and the West Branch Animal Clinic (“The Clinic”).

WHEREAS, The Clinic provides animal care services and operates a facility for the provisions of said services (“animal shelter”);

WHEREAS, The Clinic is willing to provide animal care services to the City of West Branch, Iowa; and

WHEREAS, The City recognizes the public health concerns of stray animals; and since The City has a need for the animal care services provided by The Clinic and desires to enter into this agreement for such services.

NOW, THEREFORE, BE IT RESOLVED, The City of West Branch and the West Branch Animal Clinic agrees to the following:

1. Term

This agreement shall be effective when approved and signed by the parties. The duration of this agreement shall be 5 years unless terminated in the matter set forth below.

2. Definitions

“Animal care services” means housing and care in accordance with The Clinic’s policies and procedures and consistent with applicable Iowa Department of Agriculture and Land Stewardship requirements. The Clinic shall provide no field services to The City except in mutually agreed special circumstances. Upon these rare occurrences any additional expense will also be mutually agreed.

“West Branch Animal” means an animal found within the incorporated city limits of West Branch, Iowa.

3. Fee Schedule

Below are the charges The Clinic will charge The City for any cat and dog that is a West Branch Animal.

Cat

FELV / FIV / Heartworm Test - \$21.00

1 Dose of Flea and Tick Treatment - \$14.00

Boarding per Day - \$5.00

Dog

Heartworm / Lyme / Anaplasmosis / Eurlichia Test - \$17.00

1 Dose of Flea and Tick Treatment - \$15.00

Boarding per Day - \$5.00

West Branch Animals are to be provided boarding no more three days at the expense of The City. The Clinic will also seek for ways to ensure services (entry cost) are not duplicated on animals that have already gone through the system (test and treatment). The fee schedule will be reevaluated by The City and/or The Clinic each fiscal year beginning July 1, 2018. The Clinic will notify The City in writing of any proposed modification of the fee schedule effective the following July 1. The City and/or The Clinic reserves the right to terminate this agreement based on a refusal to accept any proposed modification of the fee schedule within sixty (60) days of any proposed modification.

The Clinic agrees to invoice The City monthly for animal care shelter fees, and The City agrees to pay said invoices within thirty (30) days of receipt. There is no limit to or cap on the number of days that an animal will remain in the animal shelter; However, The City will only be responsible or billed a maximum of 3 days boarding per animal.

4. Acceptance of Animals

- A. Generally. The Clinic agrees to accept any West Branch Animals brought in by the West Branch Police Department. Any animals brought in to The Clinic by former pet owners will forgo any city paid boarding, treatment and/or test.
- B. In the event a West Branch Animal is reclaimed by its owner within the mandatory three (3) day stray hold period, the owner will pay a reclaim fee plus any applicable board fees prior to the animal being released to the owner and the City of West Branch will not be required to pay the animal care services fee.
- C. The Clinic will scan each animal for a microchip in order to locate its owner. If no microchip number is found we will wait 3 days before advertising it as available for adoption to allow any owner time to come to The Clinic to claim the animal.
- D. If the animal is deemed unadoptable or a danger to staff, any potential adoptee or the public The Clinic will euthanize the animal. A cat will also be euthanized if the animal test positive for FELV/FIV. The cost of the vaccinations and spay or neuter will charged to the adoptee at a discounted rate prior to adoption.

5. Quarantine

- A. Known Owner. In cases of animal bites, where no current rabies vaccination is on file and quarantine is required by law, the parties agree that it is the owner's responsibility to quarantine the animal at The Clinic. If space is not available, the parties agree that it is the owner's responsibility to quarantine the animal at a state licensed facility. Animals with current vaccination status that do not pose a threat to the general public and can be adequately confined may be quarantined at the owner's home for a period of ten (10) days from the start of quarantine.
- B. Stray Animals. All stray biting animals with unknown rabies status will be quarantined at the Clinic, and with regard for the additional seven (7) days needed for

quarantine The City will pay the fees related to the quarantine regardless where the animal was confined.

6. Policies

All animals will be subject to the policies of The Clinic.

7. Termination

Either party may terminate this agreement for any reason upon thirty (30) days written notice to the other party.

8. Indemnification / Hold Harmless

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, that may be suffered by, or charged to, the party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the other party or its servants, employees or agents of any covenant or condition of this agreement, or by any act or failure to act of those persons. The parties shall not be liable for failure to perform under this agreement or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond the respective party's control.

9. Waiver

The waiver by either party of any covenant or condition of this agreement shall not thereafter preclude such party from demanding performance in accordance with the terms of this agreement.

10. Severability

If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

11. Entire Agreement

This agreement sets forth all the covenants, promises, agreements, and conditions between the West Branch Animal Clinic and the City of West Branch concerning animal care services, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

City of West Branch

Date this 8th day of February, 2018

City of West Branch, Iowa

By: Colton Miller

~~Roger Laughlin, Mayor~~ Pro Tem
Colton Miller

ATTEST: Redmond Jones II

Redmond Jones II, City Administrator / Clerk

West Branch Animal Clinic

Date this _____ day of _____, 2018

West Branch Animal Clinic

By: _____

Dr. Shawn Samuelson

ATTEST: Redmond Jones II