

ANIMAL SHELTERING AGREEMENT

THIS AGREEMENT ("Agreement") is executed on _____ (the "Execution Date"), but effective as of March 1, 2023 (the "Effective Date") by and between the City of Livonia (the "City") whose principal address is 33000 Civic Center Drive, Livonia Michigan 48154 and MICHIGAN HUMANE whose principal address is 30300 Telegraph, Suite 220, Bingham Farms, MI 48025-4509.

WHEREAS, the City and Michigan Humane desire to contract for Michigan Humane to assume certain responsibilities to assist in the enforcement of the animal laws and regulations of the State of Michigan and the ordinances of the City; and

WHEREAS, the parties desire to set forth the terms of their agreement in a written document.

THEREFORE, for valid consideration received, the parties agree as follows:

SECTION I **Certain Definitions**

The following capitalized words and phrases used in this Agreement shall have the following meanings:

1.01 "**Animal Shelter**" shall mean a facility owned and operated by Michigan Humane to care for impounded and other animals.

1.02 "**Animal(s)**" includes all dogs, cats, wildlife, rodents, reptiles, and all other animals commonly kept as domestic pets and livestock.

1.03 "**Euthanasia**" means the humane destruction of animals.

1.04 "**Impounded Animals**" means all dogs, cats, wildlife, rodents and all other animals commonly kept as domestic pets or livestock which are impounded (as strays or seized animals) and confined at the Animal Shelter by agents of the City/Township or others in carrying out its rabies and animal control programs.

1.05 "**Michigan Penal Code**" means The Michigan Penal Code, Act 328 of 1931, as amended.

1.06 "**Owned Animals**" means any pet released directly to Michigan Humane by the owner(s) or by any person having been entrusted by the owner(s) with the care, control, custody and right to make disposition thereof.

1.07 "**Owner**" means that person or those persons having all rights of ownership of the subject animal including the right to transfer ownership, but does not include employees or agents of the City or other governmental agencies when acting pursuant to City ordinance, Michigan statute, or order of a court of competent jurisdiction.

1.08 "**Pick-up Fees and Impounding Fees**" means those charges to an Owner upon his or her application to reclaim a dog or cat which, by action of the City, or others, has been impounded and shall include fees for all basic animal care services provided by Michigan Humane as outlined in Section 4.02. The assessment of Pick-up Fees and Impounding Fees, as defined above, to an Owner shall be determined by the City.

1.09 "**Rabies**" is a specific infectious disease of certain animals, especially dogs, which may be communicated to humans by direct inoculation, as by a bite by an infected animal.

1.10 "**Required Holding Period**" means the time period required for holding stray animals or any animal suspected to be infected with rabies or an animal quarantined or isolated as provided by Michigan statute or City/Township

ordinance or directive, including without limitation, order(s) of a court or tribunal, or an amendment to either, whichever is greater.

1.11 **“Term”** means the period commencing the Effective Date and continuing until December 31, 2023 unless sooner terminated in accordance with Section 4.01 (the “Term”).

Other capitalized words and phrases shall have such meanings as are ascribed to such respective capitalized words and phrases in this Agreement where expressly defined.

SECTION II **Duties of Michigan Humane**

Michigan Humane shall, during the Term of this Agreement, perform the following duties:

2.01 **Animal Shelter**. Maintain an Animal Shelter adequate to provide the services required by this Agreement. Allow the City to register its municipality as an animal shelter at 900 N. Newburgh, Westland, Michigan 48185 solely to house animals in accordance with regulations from the Department of Agriculture.

2.02 **Adequate Shelter for Animals**. Provide adequate food, water, shelter and humane care for all animals impounded by the City and delivered to Michigan Humane, as well as such animals as are brought to the Animal Shelter from within the jurisdictional limits of the City/Township by any party until placed or otherwise humanely disposed of in accordance with the applicable laws and ordinances consistent with the provisions of this Agreement.

2.03 **Cooperate with Authorities -- Animal Bitings**. Upon the request of authorized officers, agents and employees of the City, cooperate with respect to investigations of persons bitten by animals within the jurisdictional limits of the City.

2.04 **Adequate Shelter -- Isolated Animals**. Provide adequate food, water, shelter and humane care for any animal which is suspected of being infected with rabies, or which is quarantined or isolated at the instruction of the City, for such period of time as may be required by applicable law.

2.05 **Regular Business Hours**. Maintain regular business hours at the Animal Shelter for the purpose of transacting business, including the performance of its duties under this Agreement and for the purpose of receiving animals, and consistent with the reasonable provisions of the ordinances of the City, for accepting applications for the return of impounded animals. Michigan Humane will make reasonable efforts, by telephone or mail, to notify owners of identifiable animals which come into the possession of Michigan Humane.

2.06 **Cooperate with Authorities -- Animal Cruelty**. Upon the request of the City, its residents or others consistent with the provisions of the laws and regulations of the State of Michigan, cooperate in the investigation of reports of cruelty to animals or violations of laws and regulations relating to animal welfare.

2.07 **Vaccination**. Provide that all dogs and cats of required vaccination age released by Michigan Humane to residents of the City shall have been vaccinated against rabies or have proof shown of vaccination against rabies within the legally required time period to be released.

2.08 **Pick-up Fees and Impounding Fees**. Provide for the collection of Pick-up Fees and Impounding Fees. All Pick-up Fees and Impounding Fees collected from Owner(s) will be deducted from the monthly billing invoice.

2.09 **Records**. Keep accurate financial records and account to the City monthly for all fees collected on behalf of the City. Michigan Humane will permit the City, upon reasonable advance notice and during normal business hours, to inspect and audit Michigan Humane records maintained pursuant to this Agreement.

2.10 **Indemnification.** Indemnify and hold harmless the City from any and all demands, claims, judgments or causes of action, and from all expenses that may be incurred in investigating or defending against same, arising as a result of the negligent acts or omissions of Michigan Humane, its agents or employees, in the performance of this Agreement.

2.11 **Insurance.** Carry, at its own expense, insurance in an amount not less than Two Hundred Fifty Thousand dollars (\$250,000) for the benefit of and to protect itself and the City against all such demands, claims, judgments or cause of action; and carry at its own expense, fidelity insurance coverage in an amount not less than Fifty Thousand Dollars (\$50,000) covering all of its agents or employees, who in the exercise of their duties, collect or have custody of money belonging to the City.

2.12 **Investigating Crimes Against Animals.**

A. Michigan Humane shall use commercially reasonable efforts to cooperate with all investigations including providing information, subject to §4.02 below, for the successful prosecution of all acts involving Chapter 6 code of ordinances. Requests for assistance and/or Michigan Humane Investigator response will be at the discretion of Livonia Animal Control and its agents.

B. In its discretion, the City attorney, or county prosecutor, as applicable, will process and authorize search warrants and arrest warrants based on information provided by Michigan Humane. The City may request assistance from Michigan Humane with this process and Michigan Humane shall use commercially reasonable efforts to comply with such requests for assistance.

C. The City law enforcement officers, or county sheriffs, as applicable, will process arrest warrants based upon the findings of Michigan Humane staff, including entering such warrants in the LEIN system after the warrants are executed by a judge.

D. Michigan Humane will use commercially reasonable efforts to cooperate with the City law enforcement officers, or county sheriffs, as applicable, to execute search warrants secured as the result of a Michigan Humane investigation into suspected crimes against animals. Michigan Humane will notify Livonia Animal Control and/or its agents prior to the execution of such warrant within the city limit of Livonia. Michigan Humane will secure any animals and provide any necessary services to the animals pursuant to the terms of this Agreement.

E. Michigan Humane will cooperate with the City attorney, or county prosecutor, as applicable, to testify in court as necessary as fact/res gestae witnesses only at no additional cost noted in Section 4.02 (B) (ix). Any request for assistance from Michigan Humane beyond the foregoing, such as, by way of example, expert witness testimony in veterinarian medicine, shall be subject to the fee schedules set forth in Section 4.02(B)(ix) below.

SECTION III
Duties of the City

The City shall, during the Term of this Agreement, perform the following duties:

3.01 **Duty to Advise of Relevant Laws.** Furnish Michigan Humane with an adequate supply of the text of all applicable laws and regulations dealing with dogs and cats and other animals and promptly furnish Michigan Humane with adequate copies of all new acts, amendments, regulations, or other applicable legislation.

3.02 **Duty to Document “Do Not Release”.** In an effort to promote transparency and avoid unintended miscommunication with the animal(s) owners, the City shall use reasonable efforts to provide Michigan Humane with documentation and/or information supporting why an animal(s) has been marked as “Do Not Release” or

“Must Speak with Owner Before Release.” The City shall use reasonable efforts to respond to Owner inquiries within the same day.

3.03 Humane Treatment; Animal Tranquilization Standards. Ensure that all City employees charged with the duties of picking up, holding, transporting, and unloading animals do so in a humane manner, minimizing the risk of harm or injury to the animal(s) while maintaining officer and public safety in accordance with current policies and procedures. In any and all instances in which an animal(s) has sustained an injury prior to being presented to Michigan Humane, the City must provide Michigan Humane with adequate documentation addressing the nature and cause, when known, of the injury. The City, its employees and agent shall follow all State of Michigan approved training, standards and protocols on Animal Field Sedation, including, without limitation, those procedures, including the recommended drug/dosing protocols, set forth in the Michigan Humane Field Tranquilization Standards and Protocols attached as **Addendum-A**. Michigan Humane shall report to the State of Michigan and/or appropriate regulatory authorities any instance in which the protocols for controlled substance dosing are not followed, resulting in injury and/or death to the animal(s).

3.04 Microchip Scanning. City shall use reasonable efforts to provide its ACOs with access to functioning microchip scanners. All scanning of animal microchips shall take place in the field when possible, as determined by the responding officer.

3.05 Indemnification. Indemnify and hold harmless Michigan Humane from any and all demands, claims, judgments or causes of action arising from or growing out of the intentional acts or omissions of the City, its agents or employees in the performance of this Agreement. The City shall be self-insured in accordance with its membership of the Michigan Municipal Risk Authority and shall provide Michigan Humane with evidence of such membership upon written request by Michigan Humane. Recourse under this provision shall not exceed Fifty Thousand Dollars (\$50,000), and shall not function as an increase in fees for Michigan Humane’s services under this Agreement. The City shall be self-insured in accordance with its membership in the Michigan Municipal Risk Management Authority (“MMRMA”) and shall provide Michigan Humane with evidence of such membership upon written request by Michigan Humane. Such insurance shall be for the benefit of and to protect itself and Michigan Humane.

3.06 Building Access. Full access to Michigan Humane Facilities for animal drop off shall be provided to the City during ordinary business hours and dates as posted and updated by Michigan Humane from time to time as necessary. All changes to business hours and/ or closing to the general public resulting in restricted access and/ or reduced services, shall be submitted to the City of Livonia in writing with reasonable advanced written notice. All drop off(s), or related requests by the City to drop off, animal(s) during after-hours/non-ordinary business hours and dates shall be limited/non-excessive or only with respect to animal(s) which are healthy and/or otherwise do not require immediate medical/veterinarian attention.

3.07 Coordination of Information Submission. All questions, statements, requests, concerns of the City, its employees and agents relating to this Agreement and Michigan Humane’s performance thereunder must be brought to a member of Michigan Humane’s management. Requests for additional services to be performed by Michigan Humane must be in writing, including medical write-ups, services for court holds, staff statements, end of year documentation requests. Request for such documents shall be provided in a reasonable amount of time in advance to Michigan Humane as to not interfere or inhibit the prosecution or investigation of a crime involving animals and Michigan Humane shall use commercially reasonable efforts to timely provide the requested information/documentation.

SECTION IV **Miscellaneous**

4.01 **Termination.** Either party may unilaterally terminate this Agreement upon thirty (30) days written notice to the other party.

4.02 **Fees.** The City shall pay the following fees to Michigan Humane for services under this Agreement:

A. A boarding/handling flat fee of \$5,726.25 per month (the "Flat Fee") shall be paid monthly by the City to Michigan Humane for each animal from within the City's jurisdictional limits impounded by action of the City, or any other party, and housed or accepted by Michigan Humane. Such fee shall cover up to the first ten (10) days of the holding requirements or handling of animals from the City as set forth by City ordinance or the required holding period as set forth by Michigan statute (the "Initial Holding Period"). Fees shall be payable monthly by the City upon receipt of an invoice from Michigan Humane covering the previous calendar month's operations. Terms of payment are net thirty (30) days with a one and one-half percent (1.5%) per month service charge on all past-due balances. The City shall be credited for all Pick-up Fees and Impounding Fees collected by Michigan Humane. The credit shall appear on Michigan Humane's monthly invoice, reflecting the Pick-up Fees and Impounding Fees collected during the previous calendar month's operations. To the extent that the Pick-up Fees and Impounding Fees collected in a given month exceed the total Invoice for that month, Michigan Humane shall carry over the balance as a credit for the City on the following month's Invoice. Included in the Flat Fee shall be basic animal care for the Initial Holding Period, including the following: feeding twice per day, water, cleaning, enrichment, individual kennel housing or group housing where appropriate (i.e. puppies from the same litter), basic medical care including vaccinations, worming, fecal test, heartworm test, heartworm preventative, flea preventative, initial round of medications for upper respiratory or intestinal issues.

B. Not included in the Flat Fee are the following listed services for which additional compensation shall be paid by the City to Michigan Humane:

i. **Wildlife (single):** A charge of \$85 per animal for healthy wildlife brought to Michigan Humane by a representative of the City or any other authorized party shall be charged to the City. Authorization shall be presumed if a City official/employee refers a member of the public in possession of healthy wildlife to Michigan Humane. A charge of \$55 per animal for sick or injured wildlife brought to Michigan Humane by a representative of the City or any other authorized party shall be charged to the City. Michigan Humane shall make the conclusive determination whether wildlife is healthy or sick or injured and such determination is binding on the City absent a good-faith determination to the contrary by the City Animal Control Officer.

ii. **Wildlife (litter):** A charge of \$85 per litter (e.g. two or more baby animals from the same litter) of baby animals (such as rabbits, ducks, birds, etc) shall be charged for a healthy wildlife litter brought to Michigan Humane by a representative of the City or any other authorized party shall be charged to the City. Authorization shall be presumed if a City official/employee refers a member of the public in possession of healthy wildlife to Michigan Humane. A charge of \$55 per litter for sick or injured wildlife brought to Michigan Humane by a representative of the City or any other authorized party shall be charged to the City. Michigan Humane shall make the conclusive determination whether wildlife is healthy or sick or injured and such determination is binding on the City absent a good-faith determination to the contrary by the City Animal Control Officer.

iii. **Rabies/Distemper:** A specimen preparation and handling fee of \$300 per animal required to be tested for rabies/distemper, plus any fees charged by the testing agency shall be charged to the City. If services of a Michigan Humane veterinarian are used in the specimen preparation process, Michigan Humane, in its sole discretion, may charge an additional \$100. The City shall be responsible for all specimen preparation and handling fees. Michigan Humane shall use commercially reasonable efforts to request payment from the owner of the animal. In the event the owner fails to make to Michigan Humane, the City shall not be responsible for the fees associated with the testing services absent approval by a City Animal Control Officer and/or the City's agents.

iv. **Disposal Fee:** Any additional disposal fees charged to Michigan Humane for an animal weighing over 100 pounds and brought to Michigan Humane by the City shall be passed along to the City.

v. Additional Veterinary Support: Any Veterinary care provided that is outside of the basic animal care described in Section 4.02(A) will be billed at cost. Examples include (but are not limited to) X-rays, diagnostics, fluids, bandaging, injections, sedation, surgery, complex wound care, supportive feeding (i.e. neo natal care). Billing may be consolidated upon final disposition of the animal rather than included in monthly invoicing.

vi. Additional Holding Time: \$55/day after the Initial Ten-Day Holding Period.

vii. Training Services: \$40/hour for training provided to Animal Control Officers.

viii. Consulting, Operational and Evaluation Services: \$40/hour.

ix. Court Cases: The following services provided for the purpose of assisting with an investigation/court case:

a. Interpretation of medical/veterinarian records: \$55

b. Necropsy: \$150 for the first hour and \$55/hour thereafter.

c. Diagnostics: At cost.

d. Medical analysis (consulting; non-testifying/testifying expert witness): \$100/case for the first hour and \$55/hour thereafter.

e. Court Appearance: \$55/hour

4.03 Animals for Which No Fee Shall Be Paid. No fees shall be assessed against the City for owned animals given directly to Michigan Humane by their owners unless such animal has bitten a human and is subject to quarantine or testing or the animal(s) is voluntarily surrendered to Michigan Humane by the owner or custodian in connection with a pending City criminal and/or ordinance/nuisance investigation. Additionally, no fee shall be assessed against the City for wildlife within the jurisdictional limits of the City impounded by action of a commercial pest control company operating independently of the City unless such wildlife has bitten a human and is therefore subject to quarantine or testing. Where, based upon the foregoing provision, a fee shall be charge, said fee shall be subject to either (i) the applicable Section within this Agreement (i.e. Section 4.02(B)(i) "wildlife") or (ii) approval by a City Animal Control Officer.

4.04 Independent Contractor. For all purposes herein, the relationship of Michigan Humane and the City shall be that of independent contracting parties and nothing contained herein shall create or be deemed to create an employer/employee relationship, a joint venture, or any other agency relationship whatsoever. Notwithstanding the foregoing, it is the parties' intention that Michigan Humane, when in the performance of its duties under this Agreement it carries out functions traditionally/commonly performed by governmental agencies, receive, to the fullest extent permissible under all applicable state and federal laws including, without limitation, Michigan's Governmental Tort Liability Act, MCL §691.1401 *et seq*, all governmental immunity protections provided to governmental "agents engaged in the performance of governmental functions."

4.05 Non-Discrimination. Michigan Humane shall not discriminate against any employee or applicant for employment with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, compensation, tenure, terms, conditions, or privileges of employment or service because of race, color, religion, national origin, age, sex, height weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Michigan Humane further agrees to require similar covenants on the part of any subcontractor employed in the performance of this Agreement or any agreement between Michigan Humane and the State, a political subdivision, or an agency thereof.

4.06 **No Animal Research.** Michigan Humane shall not be required at any time to release any animal for medical research or for any other purpose inconsistent with the Mission Statement or Statement of Principles and Beliefs of Michigan Humane.

4.07 **Non-Exclusivity.** Michigan Humane shall be free to enter into contractual arrangements with other communities without obtaining approval from the City so long as such arrangements do not impair performance of this Agreement.

4.08 **Retention of Vaccination/Veterinary Fees.** Michigan Humane shall retain all fees collected for vaccinations and veterinary service performed by Michigan Humane.

4.09 **Shelter License.** The City shall cooperate with Michigan Humane to become a registered/licensed animal shelter with the Department of Agriculture using Michigan Humane as its agent. The City shall pay any fees directly to the State of Michigan or reimburse Michigan Humane for the registration fee.

4.10 **Transfer of Ownership.** All unclaimed stray animals that become the property of the City and animals surrendered by the owner to the City shall be evaluated as to suitability for placement through a Michigan Humane placement partner or Michigan Humane adoption program. The City shall transfer ownership to Michigan Humane of those animals that are deemed placement candidates. In the event an animal is not deemed suitable for placement through Michigan Humane or a placement partner, the City authorizes and instructs Michigan Humane to humanely euthanize such animal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized agents as of the date first set forth above.

MICHIGAN HUMANE

By _____
Douglas Plant
Sr. Vice President & Chief Operating Officer

THE CITY OF LIVONIA

By _____

Its _____