

AGREEMENT FOR PROVISION OF ANIMAL SHELTER SERVICES

THIS AGREEMENT FOR THE PROVISION OF ANIMAL SHELTER SERVICES (this “Agreement”) is made as of this _____ day of March, 2025, by and among the CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (the “SPCA”), a Virginia nonstock corporation (SCC No. 00115279), located at 3355 Berkmar Drive, Charlottesville, Virginia; the COUNTY OF ALBEMARLE, VIRGINIA (the “County”), a political subdivision of the Commonwealth of Virginia; and the CITY OF CHARLOTTESVILLE, VIRGINIA, a body politic and corporate (the “City”, and together with the SPCA and the County, the “Parties”). The City and the County are hereinafter also referred to individually as a “local governing body,” and collectively as the “local governing bodies”.

In consideration of the mutual covenants herein contained, and subject to the terms and conditions herein set forth, the parties mutually covenant and agree as follows:

I. Purpose and Scope

The local governing bodies are required to maintain or cause to be maintained a public animal shelter and to provide certain public shelter services, pursuant to § 3.2-6546 of the Code of Virginia (1950), as amended, and regulations and guidelines established by the Virginia Department of Agriculture and Consumer Services, together with other applicable laws and regulations, including the local governing bodies’ ordinances (“applicable law”). SPCA agrees to provide all required services for a public animal shelter, in addition to those services included in this Agreement (“Shelter Services”), according to applicable law, on behalf of the City and County. All Shelter Services will be provided at the SPCA facility, located at 3355 Berkmar Drive, Charlottesville, Virginia (the “Facility”), unless otherwise expressly agreed. SPCA, a Private Animal Shelter operating for the same purpose as a Public Animal Shelter under this Agreement with the City and County, will be registered with the Virginia Department of Agriculture and Consumer Services under the Public Shelter Designation for the duration of this Agreement.

II. Term and Pricing.

- A. **Term of Agreement.** Upon full execution, this Agreement replaces in its entirety the agreement among the Parties, dated November 6, 2009. The initial term of this Agreement shall be for three (3) years (“Initial Term”), commencing as of March 16, 2025 (the “Commencement Date”). The first “year” of the Initial Term will be from March 16, 2025-June 30, 2026. Every term year thereafter will be from July 1, 202x-June 30, 202x+1 to follow the fiscal year schedule. The City and/or County have the exclusive option to renew this Agreement for two additional one-year terms beyond the Initial Term (“Renewal Term(s)”). In order to exercise the option to renew, the City or County or both must provide timely notice, as set forth in Section II.D., below.

B. Termination. Any Party may terminate this Agreement for any reason by providing no less than 12 months' written notice to the persons identified in Section XI. Notice of termination by one of the Parties shall only terminate the agreement with such Parties as indicated in the Notice of Termination. The agreement shall remain in force with respect to any Parties not subject to the noticed termination.

C. Contract Pricing. In consideration for the Shelter Services to be provided by the SPCA hereunder, the City and County each shall pay to the SPCA the following amounts (the "Annual Fees") according to their official census population¹ calculation for the respective year:

Initial Term: Year 1 (March 16, 2025-June 30, 2026): \$13.00/capita²;

Year 2 (July 1, 2026-June 30, 2027): \$16.00/capita; and

Year 3 (July 1, 2027-June 30, 2028): \$17.50/capita.

Renewal Term(s), if exercised:

Year 4 (July 1, 2028-June 30, 2029): \$19.00/capita; and

Year 5 (July 1, 2029-June 30, 2030): \$20.00/capita.

Payment of Annual Fees shall be made in quarterly installments during each term year and may be paid in advance at the option of the local governing bodies. With Year 1 traversing 472 days, installments shall be made over five periods and may be paid in advance at the option of the local governing bodies.

D. Notice of Intent to Exercise Option to Renew. In order for the local governing bodies, or either local governing body to exercise its option to renew this Agreement, written notice of intent to renew must be delivered pursuant to Section XI of this Agreement no less than 12 months prior to the expiration of the last year of the Initial Term, or no less than 12 months prior to the expiration of a Renewal Term.

III. Shelter Services.

A. Definitions:

1. "Shelter Services" shall mean the impoundment and care of Animals delivered to the Facility, as more particularly described in Exhibit A, attached hereto and made a part hereof. Whether expressly stated, this term will

¹ For purposes of this Agreement, the "official census population" shall refer to the most recent estimate of the population for the City and the County, as applicable, as published by the U.S. Census Bureau utilizing the American Community Survey 5-Year Population Data. The most recent American Community Survey 5-Year Population Data as of ratification of this Agreement is the 2023 population estimate.

² Based on the current US Census Bureau population figures for the County (113,683) and the City (45,863), the County's Year 1 fee will be \$1,477,879 (113,683 x \$13) and the City's fee will be \$596,219 (45,863 x \$13).

include services in compliance with all relevant laws and ordinances in effect for a public animal shelter;

2. "Animal" or "Animals" shall mean dogs, cats, and other companion animals as defined in § 3.2-6500 of the Code of Virginia (1950), as amended; owned companion animals found running at large, surrendered in the field, or impounded; companion animals found by the public within the jurisdiction of the local governing bodies; and dogs surrendered to the shelter by rightful owners residing within the jurisdiction of the local governing bodies; and
3. "Impound agents" shall mean animal control and protection officers, public safety officers, and any other agents of the local governing bodies who deliver Animals to the Facility.

B. Services Provided:

The SPCA shall provide Shelter Services for all Animals delivered to the Facility by the County's and City's respective Impound Agents. Except as otherwise expressly provided in this Agreement, or as required by applicable law, the manner in which Shelter Services are provided, including, without limitation, the hours of operation and staffing of the Facility, and the decision whether and when to euthanize any Animal while in its custody and is not subject to any stray, bite quarantine, or protective custody holds, including evidentiary holds, shall be in the sole reasonable discretion of the SPCA. Any Animal impounded, confined, and held in the custody of the Public Animal Shelter under this Agreement shall be subject to the responsible locality's determination as to any lawful disposition during any hold and prior to the lawful transfer or release of such Animal to any other humane society, animal shelter, or other releasing agency. The City and County retain the right to request the euthanasia of any Animal deemed to pose a public safety or public health risk. Should the SPCA not agree to euthanize the Animal(s) at the request of the City and/or County, the City and/or County shall have the right to exercise the option to remove and dispose of the Animal(s) from the Facility for which Shelter Services are being provided pursuant to this Agreement.

IV. Responsibilities of the SPCA. The SPCA shall provide Shelter Services, as described in Exhibit A. In addition, the SPCA will:

- A. Prepare and provide to the local governing bodies copies of an annual audit and an annual budget;
- B. Cause its Executive Director or their designee to meet with representatives of the local governing bodies before the end of each Agreement Year, or at such other date mutually agreed by the Parties, to discuss the annual audit and the annual budget;
- C. Retain at all times copies of the books and records relating to this Paragraph IV for the Term of this Agreement, provide notice of the intent to destroy records from 2019 and after related to and arising from services provided under the prior

agreement, and provide a reasonable opportunity for the City and County to request copies of such records.

- C. At any reasonable time(s) and upon reasonable prior request, provide to the local governing bodies and their respective authorized agents, access to such books and records as may be necessary for the local governing bodies to confirm that the SPCA is complying with the provisions of this Agreement;
 - D. Comply with all current and future laws and regulations governing public animal shelters;
 - E. Bear responsibility for any fines imposed by any regulatory body for any failure to comply resulting from the SPCA's action or inaction. The SPCA shall not bear any responsibility for fines imposed based on the action or inaction of Impound Agents or other agents of the local governing bodies. The SPCA, however, assumes responsibility for the treatment of any Animal upon the lawful delivery and transfer of custody of such Animal to the Public Animal Shelter by an Impound Agent.
 - F. Assume any costs associated with the SPCA maintaining compliance with all laws and regulations.
- V. Responsibilities of Local Governing Bodies. The local governing bodies shall pay the Annual Fees, as provided herein. In addition, the local governing bodies will:
- A. Deliver to the Facility Animals confiscated for "running at large" in the County/City;
 - B. Designate a supervising County/City official to whom the SPCA may deliver routing communications, notifications, and any other requests or information;
 - C. Require Impoundment Agents to comply with the SPCA's check-in procedures and all other written, reasonable rules and regulations of the SPCA, provided that any rules and regulations affecting the provision of Shelter Services do not, in the reasonable judgment of the local governing bodies, impair the provision of Shelter Services under this Agreement.
 - D. Require Impoundment Agents to comply with applicable law in handling and delivery of Animals to the Facility;
 - E. In the case of owned Animals surrendered to an Impound Agent for disposal, provide an admittance form complying with applicable law, with the owner's signature;
 - F. In the case of any dead Animal, as defined in this Agreement, provide a photograph of the Animal, as well as a written description of the animal, location found, and probable cause of death. In the event the Animal is being held as evidence, deliver such Animal to the area established by the SPCA for holding. Additionally, provide the case number and contact information for the responsible law enforcement or legal officer. If such Animal is deceased, the Animal will be held in the SPCA freezer until the evidence hold has been released. The SPCA shall be promptly notified by responsible law enforcement or legal officers upon the release of any evidence hold.

- G. For any Animal delivered to the Facility by an Impound Agent after a bite incident, the Impound Agent will provide, in writing, the owner's name (if known, contact information) and any information known to the Impound Agent regarding the circumstances of the bite and animal outcome information, and notify the local office of the Virginia Department of Health;
 - H. For any Animal delivered to the Facility by an Impound Agent with aggressive behavior or any other serious behavioral issue known to or described to an Impound Agent, provide such information, in writing, on the SPCA admission form. The Impound Agent shall notify the SPCA if the Animal's owner will be or has been charged or has been found guilty of any laws regarding dangerous or vicious animals. In the event the owner is not seeking to appeal the decision or is unable to meet the restrictions, Impound Agents will notify the Animal's owner or custodian that they will have their pet euthanized either by a private veterinarian or the animal shelter. If the latter, surrender paperwork must be provided to the SPCA as soon as possible and prior to the animal being euthanized.
 - I. Provide reasonable advance notice, when practicable, to the SPCA in cases of a large number of Animals confiscated or impounded from one situation (a large number shall be greater than 10 Animals); and,
 - J. Exercise best efforts to resolve any disagreement regarding the implementation of this Agreement by consulting with the Executive Director of the SPCA.
- VI. Default. Failure by either of the local governing bodies to pay any installment of the Annual Fees or any other sum due under this Agreement within forty-five (45) days following the date on which such payment is due shall constitute a default hereunder as to the non-paying local government body. Failure by the local governing body to cure such payment default, or failure by either a local governing body or the SPCA to cure any other material breach of this Agreement, including any material breach of the audit provisions of paragraph 4 of this Agreement, within forty-five (45) days following receipt of written notice thereof, may result in termination of this Agreement, as to the defaulting party or parties, at the election of the non-defaulting party.
- VII. Insurance. The SPCA shall maintain sufficient insurance to protect itself and the local governing bodies from any claims that may arise from the operation of the Facility pursuant to this Agreement. Such insurance shall meet or exceed the minimum coverage requirements reasonably established by the local governing bodies and may be provided by commercial carriers or by self-insurance or by any combination of the two by certificate from the insurance provider, naming the local governing bodies as additional insureds. Proof of such coverage shall be provided to the local governing bodies upon request.
- VIII. Indemnification. The SPCA shall be responsible for, shall defend against and shall indemnify and hold the County Indemnitees and City Indemnitees (as hereinafter defined) harmless from and against, any and all lawsuits, claims, demands, losses, or actions made or taken against any of the County or City Indemnitees based upon, arising

from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers to the extent any such lawsuits, claims, demands, losses, or actions arise from any failure of the SPCA to meet its obligations in accordance with Chapter 65, Title 3.2 of the Code of Virginia, as amended, (Virginia Code § 3.2-6500, et seq.) which details provisions for adequate care, shelter, exercise, feed, space, and water. For purposes hereof, the “County Indemnitees” shall mean, collectively, the County and its Board of Supervisors, employees, representatives, officials, and agents; the “City Indemnitees” shall mean the City and its Council, employees, representatives, officials, and agents.

- IX. Assignment. No party shall assign or transfer all or any part of its right, title, or interest in this Agreement, without the prior written consent of the other parties.
- X. Governing Law. This Agreement shall be governed by the laws and regulations of the Commonwealth of Virginia.
- XI. Notices. All notices required to be given under this Agreement shall be delivered, by first-class registered mail, as follows:

To the SPCA: Charlottesville-Albemarle SPCA
 3355 Berkmar Drive
 Charlottesville, VA 22901
 Attn: Executive Director

To the County: County of Albemarle
 401 McIntire Road
 Charlottesville, VA 22902
 Attn: County Executive

To the City: City of Charlottesville
 605 E. Main St.
 Charlottesville, VA 22902
 Attn: City Manager

- XII. Complete Agreement; Amendments. This Agreement constitutes the final expression of the parties and supersedes all previous agreements and understandings, written or oral, relating to the rights and responsibilities of the Parties hereunder for the time period covered hereby. This Agreement may not be altered, amended, or modified except by written instrument executed by duly authorized representatives of the Parties.
- XIII. Non-Appropriation. In accordance with Virginia Code § 15.2-2506, the County’s or the City’s obligation to pay any Annual Fee or other sum due hereunder shall be subject to

the respective locality's governing body appropriating adequate funds. In the event a local governing body does not appropriate funds due or expected to become due under this Agreement, the non-appropriating local governing body must notify the SPCA immediately and this Agreement will terminate as to that non-appropriating locality upon the exhaustion of appropriated funds without penalty or expense to the non-appropriating locality. The non-appropriating local governing body shall be obligated to pay the SPCA for services rendered only to the extent for which funds have been appropriated. To the extent permitted by the Constitution of Virginia and Virginia statute, neither the City nor the County shall fail to appropriate adequate funds with the intent and for the purpose of prematurely terminating this Agreement or in an attempt to alter the terms thereof.

- XIV. Board Representation. The local governing bodies shall each be permitted to appoint one individual to serve at the pleasure of the appointing local governing body as a Director on the SPCA Board of Directors subject to SPCA Director term lengths, term limits, and compliance with Bylaws and general Board policies. Notwithstanding the foregoing, Board representatives appointed by the City and County shall be exempt from any fundraising or contribution requirements as well as any requirements to serve on committees.

IN WITNESS WHEREOF, the parties do hereby set forth their signatures and do hereby represent that the individuals who have executed this Agreement have been duly authorized to bind the local governing bodies and the SPCA, respectively, to the terms and conditions hereof.

[Signature page follows]

CHARLOTTESVILLE-ALBEMARLE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS ("SPCA")

By:  _____
Libby Jones, Executive Director

COUNTY OF ALBEMARLE, VIRGINIA ("COUNTY")

By: _____
Jeffrey B. Richardson, County Executive

Approved as to form:

By: _____
County Attorney

CITY OF CHARLOTTESVILLE, VIRGINIA ("CITY")

By: _____
Samuel Sanders, Jr., City Manager

Approved as to form:

By: _____
City Attorney

EXHIBIT A

Description of Shelter Services

Shelter Services to be provided by the SPCA:

- Impoundment services for all Animals delivered by the City/County Impound Agents or City/County residents; to include all Animals surrendered directly to Impound Agents and protective custody cases, stray and return to owner/guardian services, bite quarantine, dangerous animal holding, and all other holds as required by applicable laws and regulations;
- Owner surrender services for all Animals delivered by City/County residents during business hours, provided appropriate space is available for such Animal. As is appropriate, efforts will be made to assist owners in rehoming or disposing their Animal themselves so as not to incur additional shelter expense. Surrender for euthanasia will be considered on a case-by-case basis as approved by the Directors of Operations or Veterinary Services;
- Euthanasia services when shelter veterinarians are onsite for all Animals and wildlife delivered by City/County Impound Agents that cannot be safely euthanized in the field;
- Veterinary, Adoption, Foster & Animal Care services to shelter residents in compliance with Virginia Code and Virginia Department of Agriculture and Consumer Services regulations;
- Facility access to City and County public safety officials as needed outside of normal business hours;
- Provide response to all free-roaming cat calls, along with education, resources, and trap-neuter-return services, supporting City and County residents to mitigate the spread of disease and control cat overpopulation;
- Transport from and reimbursement to contracted emergency vets for stabilizing care for sick/injured stray Animals delivered by Good Samaritans after hours;
- Maintain a dedicated public animal shelter intake area where dog and cat runs or cages are available to Impound Agents for temporary intake delivery and custody transfer, such area subject to advance approval by the Virginia Department of Agriculture and Consumer Services.
- Low-cost veterinary services to low-income City/County residents to the extent operationally viable to do so. Such services shall be dependent on veterinary availability;

- Provide timely updates regarding policy, procedures, or protocols relating to public Shelter Services and provide a process for informal and formal input/feedback;
- Provide resources and training for Impound Agents to review in the event that they are not familiar with SPCA Shelter operating procedures and protocols. The designated intake area will have clearly posted signage indicating required intake procedures and all required forms;
- At the request of an Impound Agent at the time of, or within 48 hours, of impoundment, provide detailed veterinary assessments of impounded Animals for the purposes of animal welfare investigations;
- For Animals held as evidence or pending further investigation or trial, the shelter shall place the animals on “Protective Custody.” Animals impounded on Protective Custody will be handled, cared for, and vaccinated in accordance with all applicable laws. The Impound Agent will provide as much detail and instructions as possible upon delivery and will provide timely updates to shelter staff. No Animal will be removed from Protective Custody or be subject to elective or non-emergency surgery without authorization from the Impound Agent or their supervisor;
- Maintain and publicize hours of operation. Establish reasonable business hours to accommodate stray and redemption services for members of the public in accordance with applicable law and Virginia Department of Agriculture and Consumer Services standards;
- Allow Impound Agents reasonable access to applicable shelter records and shelter record software;
- Respond in a timely manner to animal care or welfare concern brought to shelter management’s attention by an Impound Agent. Additionally, respond in a timely manner to any regulatory violation based upon, arising from, or incident to the decisions and/or actions of the SPCA or any of its officers, directors, employees, agents, or volunteers, pay any and all related fines associated with any regulatory violation, and be responsible for any costs associated with regaining and maintaining compliance with any regulatory requirements;
- Impound Agents are responsible for accurately completing all required impoundment forms and intake protocols. The SPCA will notify representatives for the City and the County of any regulatory violation, potential or incurred, as a result of non-compliance.
- Develop and maintain an emergency evacuation plan for shelter residents. An SPCA representative will be made available to the City or the County to consult on local

community emergency evacuation and disaster overflow plans that may include routine tabletop exercises relating to Animal impoundment or evacuation during a crisis, emergency, or disaster;

- The shelter will ensure that all Animals adopted and redeemed have all applicable vaccinations, identification, and alteration as provided in Virginia law and Regulations and local City/County ordinances. Any exceptions will be clearly documented in the Animal's record. If follow-up is required, it will be reported to the City and County representatives in a timely manner;
- In the event Impound Agents have the need to temporarily borrow supplies, it must be on a request-only basis and such agents will be required to return the borrowed items in the same condition in which they were borrowed (e.g., cleaned and sanitized, unbroken, etc.). General disposable or consumable supplies should be procured by the responsible local government as needed for Impound Agents during the course of their work;
- All Parties will exercise best efforts to resolve any disagreement regarding the implementation of this Agreement and updates to any applicable policies and protocols by consulting with the designated representative of the SPCA and each jurisdiction's Impound Agents.