

AGREEMENT

THIS AGREEMENT is made and entered into 11/24/2025, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **YELLOWSTONE VALLEY ANIMAL SHELTER, INC. ("YVAS")** of PO Box 20920, Billings, Montana 59104, hereinafter referred to as "**CONTRACTOR**."

RECITALS:

WHEREAS, the **CITY** requires animal shelter services for the purpose of impounding and caring for the animals found in violation of City ordinances; and,

WHEREAS, **CONTRACTOR** serves to care for animals found or abandoned in locations within the City limits; and,

WHEREAS, the **CITY** has a financial responsibility to pay for reasonable costs at a rate consistent with the amount of impact from animals located or impounded within the City limits; and,

WHEREAS, the **CONTRACTOR** maintains and operates an animal shelter; and,

WHEREAS, these agreements consider the best interests of the animals, operations of the **CONTRACTOR** and operations of the **CITY**.

IT IS HEREBY AGREED AS FOLLOWS:

1. **TERM:** This **AGREEMENT** is effective November 24, 2025, and will terminate on June 30, 2026.
2. **PAYMENT:** For the services provided in this **AGREEMENT**, the **CITY** shall pay **CONTRACTOR** a monthly fee of Thirty Thousand Thirty-Eight dollars and seventy-five cents (\$30,038.75) for the term of this **AGREEMENT**. Payment is due by the 10th day of each month for that month.
3. **OTHER FEES:**
 - a. For impounded animals, **CONTRACTOR** may collect daily boarding/reclaim fees from the owner at the time the animal is reclaimed. The boarding and reclaim fees will be set by **CONTRACTOR**.
 - b. In addition to all other fees allowed by this **AGREEMENT**, if City Animal Control (CAC) brings ten (10) or more animals to **CONTRACTOR** from any one given situation, the **CITY** will pay an additional fee of Three Hundred and no/100 Dollars (\$300.00) to the **CONTRACTOR** as emergency funding for each group of ten (10) animals.
 - c. In addition to the foregoing, the **CITY** will pay **CONTRACTOR** the cost of

additional veterinary services requested by the **CITY** for any impounded animal authorized by the **CITY** before the veterinarian services are performed. If any veterinarian fees are incurred without the **CITY's** prior authorization, those fees will be the responsibility of **CONTRACTOR**.

- d. **CONTRACTOR** will bill the **CITY** monthly for all fees due under this Agreement, and such fees are due and payable within 30 days of receipt of the bill. **CONTRACTOR** may add finance charges for any bill not paid within 30 days, and the **CITY** agrees to pay such charges.
- e. **CONTRACTOR** agrees to sell **CITY** licenses to any Billings City resident who wishes to purchase a license for an existing cat or dog, or mandatorily as part of any **CONTRACTOR** site adoption by a Billings City resident of any dog or cat with a current rabies vaccination.
 - i. The **CITY** agrees to provide necessary license documents and tags for issuance.
 - ii. **CONTRACTOR** will always hold to the **CITY** policies regarding vaccination and spay/neuter documentation and pricing for licensure.
 - iii. **CONTRACTOR** will submit a quarterly report to the **CITY** detailing the license fees collected and to be credited against fees due from the **CITY**.
 - iv. **CONTRACTOR** will collect all license fees. Fifty percent (50%) of the fees will go to the **CITY**.
- f. **CONTRACTOR** will pay the **CITY** a euthanasia and disposal fee of \$10.00 per animal, with exception of animals that are not eligible for adoption prior to being impounded.
- g. **CONTRACTOR** will charge the **CITY** a daily fee of \$20.00 for all aggressive animals involved in court cases that have been in the custody of **CONTRACTOR** for over ten (10) days. **CONTRACTOR** will charge the **CITY** a daily fee of \$10.00 for all non-aggressive animals involved in court cases that have been in the custody of **CONTRACTOR** for over ten (10) days. The **CITY** will be responsible to seek restitution in such court cases for these expenses. **CONTRACTOR** will make available to the **CITY** an individual employed by **CONTRACTOR** that is knowledgeable and who will testify about the expenses incurred for animals involved in court cases for purposes of restitution. **CONTRACTOR** will not be paid for preparation and/or testimony of this individual.
- h. For animals impounded and involved in court cases in which the Court, pursuant to a written order, authorizes the impounded animal to be placed into a foster home, such placement may be coordinated through the **CONTRACTOR's** established fostering program, subject to foster care availability. For animals placed into **CONTRACTOR's** fostering program, the **CITY** will reimburse **CONTRACTOR** for the supplies customarily provided to the foster caregiver in its fostering program, as well as reasonable and necessary veterinary care, in lieu of the daily impound rate set forth above for the dates that the impounded animal

resides outside of **CONTRACTOR's** facility. Standard impound fees will apply for dates that the impounded animal resides in **CONTRACTOR's** facility.

4. **CONTRACTOR RESPONSIBILITIES:**

- a. **Animals at Large:** **CONTRACTOR** agrees to admit and to accept responsibility for the care and custody of all animals impounded at the **CONTRACTOR** facility by personnel of the CAC and within the City limits exclusively for running at large, subject to the limitations in Section iii below. The **CONTRACTOR** agrees to take reasonable care of such animals in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - i. If **CONTRACTOR** determines that such animals require any vaccinations or other treatment in order to protect the greater population of animals, the **CONTRACTOR** may administer such treatment. With the verbal authorization of the **CITY**, the **CONTRACTOR** may also administer additional veterinary care to reduce the suffering of a sick or injured animal. If any veterinarian fees are incurred without the **CITY's** prior authorization, those fees will be the responsibility of **CONTRACTOR**.
 - ii. Any such animals that are not reclaimed by an owner within 48-72 hours, and not subject to a court case, shall become the property of the **CONTRACTOR**.
 - iii. For purposes of this **AGREEMENT**, "animals at large" shall mean domestic dogs and/or puppies, cats and/or kittens that are "at large" as that term is defined by Billings City Code § 4-401.
- b. **All Other Impounds:** This section applies to all impounds completed by personnel of the CAC other than impounds of animals at large governed by Section 4(a) above:
 - i. **CONTRACTOR** agrees to admit and accept responsibility for the care and custody of all animals impounded at the **CONTRACTOR** facility by the **CITY** for any reasons other than or in addition to running at large, subject to the limitations in Sections iii and iv below. **CONTRACTOR** agrees to take reasonable care of such animals in a manner consistent with good standard practices of animal shelters to include, but not be limited to, providing proper food, water and shelter.
 - ii. Payment of all boarding fees and surgery costs shall initially be the responsibility of the animal owner. If the animal is not reclaimed within 48 hours, **CONTRACTOR** will notify the **CITY** and the animal will be placed for adoption and the unpaid boarding fees and surgery costs shall then be borne by the **CITY**.
 - iii. If **CONTRACTOR** determines that such animals require any vaccinations or other treatment to protect the greater population of animals, **CONTRACTOR** may administer such treatment. With the oral

authorization of the **CITY**, **CONTRACTOR** may also administer additional veterinary care to reduce the suffering of a sick or injured animal. If any veterinarian fees are incurred without the **CITY**'s prior authorization, those fees will be the responsibility of **CONTRACTOR**.

- iv. Any such animal impounded for rabies quarantine will be held 10 days from the time of the bite or whatever time is required by the Yellowstone County Health Department, whichever is longer. The **CITY** may authorize an earlier release to the owner. No animal will be released from quarantine without a signed Rabies Quarantine Release Form that is provided by the **CITY**.
- v. All other animals impounded pursuant to this section will be held by the **CONTRACTOR** until they are released to **CONTRACTOR** by a signed release from the owner, the owner's legal representative, or by a court of law. The animal may be released to the owner with a release signed by the **CITY**. If the owner does not respond within 48 hours, the **CONTRACTOR** assumes ownership of the animal.

- c. **Limitation:** **CONTRACTOR** will not accept any more than 10 animals from one incident from CAC, or any other entity, without prior notification. CAC (or other entity) shall reasonably communicate with **CONTRACTOR** when CAC receives a report of an incident which could result in bringing more than 10 animals to **CONTRACTOR**. Further, CAC shall communicate and coordinate with **CONTRACTOR** regarding non-emergency incidents involving more than 10 animals pursuant to Section 5(c), below.
- d. **Euthanasia During Impound Period:** The **CONTRACTOR** shall only euthanize an animal during the impound period within 48-72 hours upon written request by the **CITY**, order of a court of law, or if such animal is seriously injured, hopelessly sick or injured beyond any reasonable chance of recovery, or any kitten weighing under one pound or any puppy under four weeks of age brought in without a mother.

5. CITY ANIMAL CONTROL ("CAC") DUTIES:

- a. CAC will not house any animal and will make every reasonable effort to locate the animal's owner before transporting the animal to **CONTRACTOR**.
- b. The CAC and **CONTRACTOR** agree to work together to ensure the well-being of animals. The CAC will promptly notify **CONTRACTOR** if they anticipate having more than 10 animals. **CONTRACTOR** will make every possible effort to accept all the animals within a reasonable time frame. However, in situations where **CONTRACTOR** cannot accommodate all the animals due to capacity constraints or other valid reasons, they will communicate openly with the CAC. Both parties will collaborate to explore viable solutions for the unaccepted animals. This may involve finding alternative care options. It's essential for the CAC and the **CONTRACTOR** to maintain transparent communication and a cooperative approach throughout the process. By working together, they can ensure that the

animals are appropriately cared for and that any challenges are addressed effectively.

- c. CAC shall perform any necessary euthanasia and disposal of animals released to the facility by CAC or the public. Euthanasia requests accepted in the field will be paid for by the **CITY**.
- d. CAC will clean all equipment used in carrying out their duties, including equipment owned by the **CONTRACTOR**, when used to carry out their duties.
- e. CAC will not accept owner surrenders in the field. Persons surrendering an animal must make arrangements with **CONTRACTOR**.
- f. CAC will hold bodies of any dead animals brought in by CAC Officers for seven (7) days in case an owner comes in to identify the animal. CAC will cremate animals.

6. **JOINT RESPONSIBILITIES:** **CONTRACTOR** and CAC shall maintain joint access to the Chameleon database, and each shall be responsible for updates. Chameleon data is designated "For Official Use Only," and shall not be used for marketing purposes. Annual maintenance fees for the Chameleon software shall be shared equally by each using agency (Current annual fee is approximately \$1,250.00). Repair and replacement cost of the server and supporting hardware shall be shared equally by the users. However, **CONTRACTOR** may not have access to certain areas of the database, such as saved criminal information. The database programmer/vendor will work with the **CONTRACTOR** to ensure compliance.

7. **RECORDS:**

- a. The CAC upon impounding an animal, will provide a written record to the **CONTRACTOR** to include:
 - i. The date and time the animal was impounded;
 - ii. A description of the animal by breed, gender, physical characteristics, collar and/or tags and assigned identification number;
 - iii. Location where the animal was found and reason for impoundment;
 - iv. Name, address, telephone number and location of the animal's owner, if known; and,
 - v. Name and badge number of the officer impounding the animal.
- b. **CONTRACTOR** will provide upon request a written record of the disposition of all animals impounded by the CAC, to include:
 - i. Disposition, date and time of same;
 - ii. Name, address and phone number of owners reclaiming their animal;

- iii. Name, current address and telephone number of any citizen turning an animal into CONTRACTOR and logged in under the City account;
 - iv. Name of the **CONTRACTOR** representative releasing or euthanizing the animal; and
 - v. A monthly itemized account of all animals impounded within the City limits and any additional charges for related services.
- c. **CONTRACTOR** agrees to attempt to verify the identity of the citizen by confirming identification with a photo identification card and making appropriate notations regarding such verification. And, with the individuals' consent, may photocopy that identification for use by the **CITY**.

8. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this **AGREEMENT** shall be of the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit.

The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the Agreement, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this **AGREEMENT** may be used by the **CONTRACTOR** upon confirmations from the **CITY** that they are "Public Records" and subject to disclosure under Montana Law.

All services performed under the **AGREEMENT** may be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in the **CONTRACTOR's** work product.

9. **INDEPENDENT CONTRACTOR STATUS/LABOR RELATIONS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties. Billings. **CONTRACTOR** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation coverage for all employees of **CONTRACTOR's** organization, except for those who are exempted by law.

10. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- a. Indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.
- b. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- c. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- d. Indemnify, defend and save **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.
- e. Not indemnify, defend, save and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- f. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.

11. INSURANCE: CONTRACTOR shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation. The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

CONTRACTOR shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

CONTRACTOR shall furnish **CITY** with copies showing one of the following: **(1)** proof of independent contractor exemption certification under Title 39, Chapter 71, Part 4 MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

12. COMPLIANCE WITH LAWS: **CONTRACTOR** agrees to operate in accordance with local, state and federal laws, ordinances, rules, and regulations, and national standards. **CITY** agrees to comply with all local, state and federal laws, ordinances, rules and regulations.

a. Bond Enforcement: The above requirement includes compliance with 2019 amendments to Mont. Code Ann. § 27-1-434, as enacted by SB 320 (2019), regarding animal welfare hearings, certain costs of animal's care be paid, petition of hearing, and placement of animal.

b. Nondiscrimination: **CONTRACTOR** agrees that all hiring by **CONTRACTOR** of persons performing this **AGREEMENT** will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

CONTRACTOR agrees not to discriminate either in employment or in the delivery of services or benefits in the fulfillment of this **AGREEMENT** on the basis of actual or perceived race, color, religion, national origin, sex, gender identity (as defined in paragraph 249(c)(4) of title 18, United States Code), actual or perceived sexual orientation, or disability.

CONTRACTOR agrees to take reasonable steps to ensure that persons with limited English proficiency or hearing impairment have meaningful access to a translator and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

13. LIAISON: **CITY's** designated liaison with **CONTRACTOR** is Tom Stinchfield, City Animal Control Supervisor, and **CONTRACTOR's** designated liaison with **CITY** is Triniti Halverson, Yellowstone Valley Animal Shelter Executive Director.

14. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this **AGREEMENT** at the time or in the manner provided for, other party may, at its option, terminate this **AGREEMENT** and be released from all obligations if the default is not cured with thirty (30) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Subject to Section 18 of this **AGREEMENT**, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this **AGREEMENT**.
15. **NON-WAIVER:** A waiver by either party, any default or breach by the other party of any terms or conditions of this **AGREEMENT** does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
16. **DISPUTE RESOLUTION:** Any claim, controversy, or dispute between the parties, their agents, employees, or representatives shall be resolved first by negotiation between senior-level personnel from each party duly authorized to execute settlement agreements. Upon mutual agreement of the parties, the parties may invite an independent, disinterested mediator to assist in the negotiated settlement discussions. If the parties are unable to resolve the dispute within thirty (30) days from the date the dispute was first raised, then such dispute may only be resolved in a court of competent jurisdiction in compliance with this **AGREEMENT**.
17. **GOVERNING LAW AND VENUE:** This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the Montana Thirteenth Judicial District Court, Yellowstone County.
18. **ATTORNEY'S FEES AND COSTS:** The prevailing party in any action to compel compliance with this **AGREEMENT** shall be entitled to recover reasonable attorney fees and costs.
19. **BINDING EFFECT:** This **AGREEMENT** is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
20. **NO ASSIGNMENT:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without written consent of the other.
21. **NO THIRD-PARTY BENEFICIARY:** This **AGREEMENT** is for the exclusive benefit of the parties, does not constitute a third-party beneficiary agreement, and may not be relied upon or enforced by a third party.
22. **HEADINGS:** The headings used in this **AGREEMENT** are for convenience only and are not be construed as a part of the **AGREEMENT** or as a limitation on the scope of the particular paragraphs to which they refer.
23. **SEVERABILITY:** If any portion of this **AGREEMENT** is held to be void or unenforceable,

the balance thereof shall continue in effect.

24. **REPORTS/ACCOUNTABILITY/PUBLIC INFORMATION:** Both parties agree to develop and/or provide documentation as reasonably requested by the **CITY** or **CONTRACTOR** demonstrating both parties' compliance with the requirements of this **AGREEMENT**.
25. **COUNTERPARTS:** This **AGREEMENT** may be executed in counterparts, which together constitute one instrument.
26. **INTEGRATION:** This **AGREEMENT** constitutes the entire agreement of the parties. There are no understandings between the parties other than as set forth in this **AGREEMENT**. All communications, either verbal or written, made prior to the date of this **AGREEMENT** are withdrawn unless specifically made a part of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

YELLOWSTONE VALLEY ANIMAL SHELTER

WILLIAM A. COLE,
MAYOR

TRINITY HALVERSON,
EXECUTIVE DIRECTOR

ATTEST:

DENISE R. BOHLMAN
CITY CLERK

APPROVED AS TO FORM:

GINA DAHL,
CITY ATTORNEY