

STATE OF MISSISSIPPI, CITY OF HATTIESBURG
SOUTHERN PINES ANIMAL SHELTER CONTRACT

This contract between The City of Hattiesburg and Southern Pines Animal Shelter (hereinafter the "Contract") is made as of October 1, 2019, (the "Effective Date") by and between CITY OF HATTIESBURG (hereinafter Hattiesburg City or The City) and SOUTHERN PINES ANIMAL SHELTER (hereinafter "Southern Pines").

WHEREAS, Southern Pines constitutes an animal shelter on property that it owns in Hattiesburg City (hereinafter "Animal Shelter"); and

WHEREAS, the City deems it to be in the best interest of the citizens of Hattiesburg City to enter into a Contract with Southern Pines for the operation and administration of the Animal Shelter for animals intaked by Hattiesburg Animal Control and citizens of Hattiesburg City including prevention of, response to, and disposition of abused, abandoned, unwanted and stray companion animals (canines and felines); and

WHEREAS, The City and Southern Pines have agreed to this new Contract that will supersede and replace any previous agreements;

THEREFORE, the parties to this Contract, in consideration of these promises, the mutual covenants and conditions contained herein and other valuable consideration by each party hereto, do hereby agree to terminate existing agreements as of the Effective Date and covenant and agree as of the Effective Date as follows:

Article I. Services

Section 1.01 Southern Pines shall have physical possession and control of the Animal Shelter and be responsible for ongoing maintenance of the building and all animals on the Animal Shelter premises.

Section 1.02 During the Term of this Contract, Southern Pines shall receive and provide for the humane disposition of dogs and cats running at-large, and such other animals as delivered into its custody by agents and citizens of Hattiesburg City which can be safely and adequately kept by Southern Pines until time of disposition.

Section 1.03 Residents of Hattiesburg City will receive a 50% discount on surrender fees of all dogs and cats surrendered to Southern Pines Animal Shelter during the 12-month term of this contract.

For the 2019-2020 Contract, the following are the surrender fees set forth by Southern Pines; citizens of Hattiesburg City will receive a 50% discount on these fees:

- \$50 per dog
- \$50 per litter of puppies (under 6 months) with or without the mother
- \$100 per cat
- \$100 per litter of kittens with or without the mother

Section 1.04 In the case of large or exotic animals and wildlife, or under unusual circumstances where the chief executive of Southern Pines or his/her designee reasonably determines that an animal(s) cannot be adequately, safely, or humanely housed at the shelter, or if the projected length of stay will adversely impact the animal's health as determined by Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee, Southern Pines will decline to accept the animal into its care.

Section 1.05 Southern Pines agrees to hold all stray dogs for a period of 5 days to allow owners adequate time to reclaim their lost pets. Animals surrendered to Animal Control or the Animal Shelter by an owner will be not be held for any stray hold period. It is not the duty of the shelter to verify the authenticity of ownership.

Section 1.06 Animals determined to be ill or injured to such an extent that it would be inhumane to allow said animals to live or be deemed a threat to the health and safety of Southern Pines' staff or the public based on the animal's behavior, Southern Pines shall have the right to dispose of the animals in a humane manner, in accordance with state law and at the discretion of Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee.

Section 1.07 No holds may be placed on any animal(s) by Hattiesburg Animal Control or The City, except in the case of pending bite quarantine, court cases, or court order. Pets may be returned to their owners at any time after impoundment at the discretion of Southern Pines, except in cases of pending bite quarantines, court cases, or court order.

Section 1.08 It is the responsibility of Southern Pines to collect any reclaiming owner's contact information to be shared with Hattiesburg Animal Control or The City at their request. Southern Pines shall require that all persons who wish to reclaim possession of their pet show proof of ownership and pay redemption and boarding fees as set by Southern Pines. Photographs of the pet and/or medical records for the pet may constitute proof of ownership. Owners are not required to show proof of ownership if the pet has a nametag or microchip registered to the reclaiming owner.

For the 2019-2020 Contract, the following are the return to owner fees set forth by Southern Pines:

- An animal that enters the Animal Shelter with identification (ID tag or microchip) will not be subject to any return to owner fees if the animals is reclaimed within 24 hours of impoundment. If the animal is not reclaimed within 24 hours after impoundment, regular fees apply.
- An unaltered animal that will be reclaimed intact: \$200 + \$20 per day of impoundment
 - Each additional offense adds \$150 to the base return to owner fee (ie. second offense= \$350 + \$20 per day of impoundment)
- An unaltered animal that will be fixed and microchipped upon reclamation: \$25 total
- Altered animals reclaimed at any point, with or without microchipping: \$25

Section 1.09 Southern Pines will alter, immunize against rabies, ear-clip, and release all at-large cats (hereinafter "Community Cats") back to the place where they were initially impounded regardless of the animals intake type, age, or temperament as long as Southern Pines determines the animal to

be reasonably healthy. Community Cats determined to be nuisance animals by Southern Pines and the City of Hattiesburg will be provided with a disposition that is in the best interest of public health and safety, as determined by Southern Pines, in accordance with State law (may include euthanasia).

Section 1.09A Community Cats may be determined to be nuisance animals if they meet all of the following criteria: 1. They have been previously impounded to the shelter, fixed, vaccinated, ear-clipped, and released 2. The complainant signs a Nuisance Cat form recognizing that the cat may be euthanized 3. The impounding Animal Control officer provides the signed Nuisance Cat form to Southern Pines staff; this form must accompany the cat and will not be accepted later 4. If any of these criteria are not met, the cat will be released as per Section 1.08

Section 1.10 Southern Pines agents will accompany Hattiesburg law enforcement on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. Southern Pines will provide mentorship regarding the Mississippi animal cruelty law and will be available for court proceedings that result from abuse cases.

Section 1.11 Southern Pines agents will humanely remove all impounded animals from Animal Control vehicles. These animals shall immediately be placed in a suitable enclosure. Southern Pines agents will sanitize the Animal Control vehicle after each impoundment with chemicals and tools provided by Southern Pines. Southern Pines will provide this service at no additional cost to The City or Animal Control.

Section 1.12 In the case of after-hours impoundments, Animal Control officers will be in possession of a key to the Animal Shelter. Animal Control officers must place animals impounded after hours in appropriate housing in the assigned temporary holding room inside the main kennel building at the Animal Shelter. Adult dogs unable to be housed in the temporary holding room may be placed in the designated After Hours Holding Pen. This Holding Pen is designated with a sign reading "ACO After-Hours Run" and must have four sides and a secure top and latch. The holding pen will be located in a convenient and safe location for Animal Control access. A Southern Pines agent must be notified of any after-hours impoundment where the animal is deemed to be medically or behaviorally unsound. Southern Pines will not accept after-hours intakes of animals with medical injury or illness, and the City will be responsible for alternative after-hours intakes in these cases. Southern Pines agents will be dispatched to retrieve the animal the next business day.

Section 1.13 Following any legal holding period, all animal(s), including at-large animals, not redeemed by their owners shall be provided with a disposition that is in the best interest of public health and safety, as determined by Southern Pines in accordance with State law (may include euthanasia).

Section 1.14 Southern Pines will not be expected to offer assistance in the form of emergency management of displaced pets during natural or other disasters. If this assistance is requested by the City, a separate meeting will be held to agree upon what services Southern Pines can provide and determine financial reimbursement from the City for said services.

Section 1.15 Southern Pines shall employ a competent and qualified agent for executing the responsibilities under this Contract who shall report to the Board of Directors of Southern Pines.

Section 1.16 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines; however, The City or its designated agents may at reasonable time enter in or upon the subject premises for purposes of inspection, observation, and performance of an operational audit. Additionally, Southern Pines shall designate a space for Animal Control officers to speak with reclaiming owners in private.

Section 1.17 Southern Pines is not responsible or liable for any equipment owned by The City or Animal Control that is left on Animal Shelter property.

Section 1.18 Southern Pines will conduct one free dog and cat rabies vaccination clinic to citizens at no additional cost to The City during the Contract period.

Section 1.19 Southern Pines shall keep full and accurate operational records on all animals delivered into its custody by Animal Control and citizens, which records shall, among other information, include the date, place, reason, and manner whereby animals were brought into custody, together with a description of the animal and a record of its final disposition. All such records of Southern Pines shall upon reasonable request by The City be made available to The City or its designated agents for auditing purposes.

Section 1.20 Southern Pines shall provide an annual Financial and Expenditure Report to the City of Hattiesburg in accordance with generally accepted standards.

Section 1.21 Nothing herein shall impair the ability of Southern Pines, at its discretion, to receive and provide for the humane disposition of dogs and cats running at-large or delivered into its custody by municipalities or citizens. Any fees or expenses paid to Southern Pines from municipalities, citizens, or granting organizations and any moneys collected by Southern Pines as a result of fund-raising, program services, or other activities shall be the Southern Pines' sole money and not a set-off against fees to be paid by The City.

Article II. Hattiesburg Animal Control Field Responsibilities

Section 2.01 Animal Control officers will identify and document a verifiable physical street address for where the animal is picked up, by said officers, prior to delivering the animal to Southern Pines whenever possible. This address and the time of impoundment will be recorded on the impoundment form and provided to Southern Pines at the time of intake. Southern Pines reserves the right to refuse animals without appropriate and complete impoundment forms.

Section 2.02 Animal Control must present any pertinent bite reports, court documents, etc. for animals being impounded at the time of impoundment or within 24 hours of impoundment. Southern Pines is obligated to enact bite holds and court holds only in cases where documentation has been provided by the Animal Control officer at the time of impoundment.

Section 2.03 Only animals who have bitten humans causing broken skin or who have unprovoked killed a domesticated pet, not including at-large cats, are eligible for a 10 day bite quarantine. Animals who have bitten other animals or who did not break skin will not be held for a 10 day bite quarantine.

Section 2.04 Southern Pines will hold for observation, for a time it deems sufficient for determination of disposition, animals who have bitten humans causing severe bruising or broken skin, or have unprovoked killed a domesticated pet (not including at-large cats), or who meet the definitions for “potentially dangerous, dangerous, or vicious” as defined in the City of Hattiesburg Ordinances.

Section 2.05 Animal Control officers will make every reasonable effort, including scanning animals for microchips in the field, to return at-large animals to their owners prior to delivering them to Southern Pines Animal Control will immediately undertake a reasonable effort to notify the owners of properly tagged pets while in the field.

Section 2.06 Animal Control officers will wear gloves in the field and at the Animal Shelter when handling all animals under 6 months of age and agree to change gloves between groups of animals. All reasonable attempts will be made by Animal Control officers to reduce contamination of all animals, especially dogs and cats under 6 months of age.

Section 2.07 The City shall employ competent and qualified Animal Control officers and an agent for executing the responsibilities under this Contract

Section 2.08 Animal Control and Southern Pines chief agents agree to meet on a quarterly basis to discuss the contents of this Contract or other topics as needed.

Article III. Contract Fee

Section 3.01 In consideration of the above-mentioned covenants of Southern Pines, The City agrees to pay Southern Pines a yearly amount as determined by Hattiesburg City Council in an amount not to exceed One Hundred Seventy Five Thousand Dollars (\$175,000.00). The fees set forth herein will be evaluated on an annual basis and may be increased or decreased by agreement of the parties hereto. There shall not be an automatic annual adjustment of fees; however, Southern Pines shall submit budget requests annually pursuant to The City's usual budget procedures. The City shall not be responsible for payment of costs of animals identified as not coming from Hattiesburg City. Southern Pines will receive payments of 1/12 the Yearly Fee amount in The City Budget, set by City Council, in monthly installments. Southern Pines is in charge of all aspects of managing the Animal Shelter, including but not limited to: maintaining strict compliance with all applicable local, state, and federal rules and regulations, managing the budget, and diligently controlling all monetary aspects of the Animal Shelter.

Article IV. Management

Section 4.01 The parties agree Southern Pines shall own, operate, and maintain all aspects of the Animal Shelter located at 1901 North 31st Avenue, Hattiesburg, MS 39401.

Article V Default and Remedies

Section 5.01 Default. Any one of the following events shall be deemed a default and a breach of this Contract, namely:

(a) If a party fails to observe or perform any of the terms, covenants or conditions of this Contract, and such failure continues after the expiration of 30 days from the date the non-defaulting party

gives written notice to the defaulting party calling attention to the existence of such failure, provided however, that if the defaulting party cannot reasonably correct the default within said 30 day period, the defaulting party shall be given a mutually agreeable period of time to correct the default; or

(b) If a party is declared bankrupt or insolvent by judicial decree; or

(c) If a party takes the benefit of any federal reorganization; or

(d) If a party makes a general assignment for benefit of creditors.

Section 5.02 Rights in Event of Default. In the event of any default by a party as herein provided, the non-defaulting party at any time thereafter, shall have the right to terminate this Contract by giving the defaulting party written notice of such termination, whereupon, this Contract shall be regarded as canceled as of the date of the non-defaulting party's termination notice and to pursue all other remedies available at law or equity.

Article VI. Miscellaneous

Section 6.01 Assignment. Neither Southern Pines nor The City may assign this Contract or any of its rights or obligations hereunder without the other parties' written consent.

Section 6.02 Notices. All notices and other communications under this Contract shall be in writing and shall be deemed duly given if personally delivered or if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid as follows:

If to Southern Pines: P.O. Box 2021, Hattiesburg, MS 39403. Attn: Executive Director

If to The City: Ann Jones, 200 Forrest Street, Hattiesburg, MS 39401, Attn: Chief Administrative Officer

The parties shall be responsible for notifying each other of any changes in address or contact person(s).

Section 6.03 Entire Contract. This Contract contains the entire agreement between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, other than as herein set forth,

Section 6.04 Integration. This Contract is intended by the parties hereto to be an integration of all prior and contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto.

Section 6.05 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

Section 6.06 Partial Invalidity. If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby (provided that neither party is substantially denied the benefit of its bargain

hereunder), and each term, covenant, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Section 6.07 Headings. The headings used in this Contract are for reference and convenience only, and shall not enter into the interpretation hereof.

Section 6.08 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 6.09 Gender. Whenever herein the singular number is used, the same shall include the plural, and the masculine in gender shall include the feminine and neuter genders, and vice versa, all as the context shall require.

Section 6.10 Application of Law. It is the intention of the parties hereto that all questions with respect to the construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Mississippi.

Section 6.11 Binding Effect. Subject to the limitations set forth herein, all of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 6.12 No Joint Venture. Nothing in this Contract shall be interpreted or deemed to constitute City and Southern Pines as partners or joint ventures in regard to the transactions contemplated in this Contract, or in any aspect thereof.

Section 6.13 Delays. Neither party shall be responsible or liable, or deemed in breach hereof, to the extent the performance of their respective obligations hereunder are prevented or delayed due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such impediment to performance, including but not limited to acts of God; unusually severe weather; flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe; war, hostility or acts of a public enemy; riots; labor difficulties; fire, epidemics, quarantine restrictions; inability despite due diligence to obtain required licenses; fire; or other casualty for which such party claiming the Force Majeure is not responsible (such causes hereinafter called 'Force Majeure').

The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance. The party experiencing the Force Majeure shall promptly give written notification to the other party. This written notification shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period reasonably necessary to overcome the effect of the delay.

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

HATTIESBURG CITY

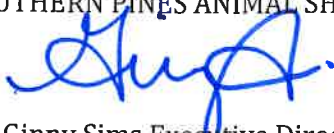
WITNESSES:

BY:

Its,

SOUTHERN PINES ANIMAL SHELTER

BY



Its, Ginny Sims Executive Director