

MANAGEMENT & OPERATION AGREEMENT FOR ANIMAL SHELTER AND ANIMAL FIELD SERVICES
BETWEEN
Columbus Consolidated Government
AND
Paws Humane Society

This agreement (the "Agreement") is made on [DATE] by and between Columbus Georgia Consolidated Government ("CCG" or "City") and Paws Humane Society ("PHS"), a 501c3 non-profit humane organization.

SECTION 1. SCOPE OF WORK

It is agreed that the services to be performed under this Agreement are animal shelter management and animal field services, as outlined herein, in accordance with the terms, conditions, and specifications contained or referenced herein. Where there is a conflict between the requirements of the State of Georgia and/or the ordinances of the Columbus Consolidated Government and the requirements set forth below, the requirements of the State of Georgia and City ordinances shall supersede this agreement and govern.

Paws Humane Society agrees that all animal shelter management and animal field services performed for the City shall be performed in full compliance with applicable Federal, State and City ordinances, regulations, and policies for such services.

During the pendency of this Agreement, all records, reports and documents relating to this Agreement shall be maintained by PHS. PHS will maintain such documents for an additional period of three (3) years following the termination of the Agreement. CCG will have the ability to require longer retention periods for documents that are subject to the local government document retention schedule promulgated by the Georgia Department of Archives pursuant to State statute. All records, reports and documents maintained by PHS pursuant to this provision shall be subject to review and audit by the City and the City's agents at mutually convenient times.

As required by O.C.G.A. § 50-18-70(b) (2), PHS will be subject to and respond to all requests made pursuant to Georgia's Open Records Act for any material it prepares, maintains or receives as part of the services it provides under this agreement. Citizens are to be instructed that documentation pertaining to such services shall be made to a designated PHS administrative position and will be responded to in a timely fashion in compliance with the Act.

PHS will establish, and include as Exhibit A, written protocols and procedures consistent with the most recent best practices of the animal shelter industry, as defined by national organizations, such as but not limited to Best Friends Animal Society, the Association of Shelter Veterinarians and the National Animal Care and Control Association. Such protocols and procedures will serve as shelter guidelines for the performance of duties and responsibilities required to carry out the services outlined herein.

PHS agrees that it shall provide the following animal shelter management and animal field services:

A. ANIMAL SHELTER OPERATIONS

1. PHS shall operate the City's Animal Shelter, currently known as Columbus Animal Care and Control, located at 4910 Milgen Road, Columbus, Georgia (the "Shelter"), in accordance with all applicable Federal, State and City laws and regulations for operating and maintaining a municipal animal shelter including but not limited to licensure by the Department of Agriculture. When not in conflict with State law, PHS shall operate the Shelter in accordance with the agreed upon protocols and procedures.
2. PHS shall be responsible for the day-to-day care of the Shelter facility and grounds (including the removal of litter and debris from outdoor areas and the watering of plantings during dry periods), provided that grounds maintenance outside of all fenced areas, and building maintenance shall be provided through the City in accordance with the City's established building and grounds maintenance practices.
3. PHS shall process animals received by authorized employees of PHS, law enforcement or citizens in accordance with the applicable laws and regulations of the State of Georgia and the City.
4. The public is encouraged to visit the Shelter to volunteer, provide temporary foster care, donate, meet dogs and cats, interact with caregivers and learn about their work. Accessible policies with weekend and evening hours that are convenient for the general public will ensure that this community resource model is successful. PHS agrees to implement hours of operation that are compatible with the lifestyle needs of the residents.
5. PHS shall provide an adequately trained staff of sufficient size to provide all services required under this Agreement. For the first year of the Agreement, the PHS staff devoted to shelter operations will be a minimum of 10 Animal Care Technicians, 3 communications specialists, 2 administrative staff and one administrative supervisor PHS shall make its best efforts to keep all such positions filled, and in no event shall any vacancy go unfilled for more than ninety (90) days.
6. Continuing education shall be offered by PHS to contract staff to ensure staff is utilizing the most current and proven humane strategies in shelter operations.
7. PHS shall provide adequate food, water, space, care, medical treatment, mental and physical enrichment, and transportation, to all animals housed at the Shelter as outlined in Exhibit A. Animal quarters shall be sanitized and cleaned in accordance with the practices and protocols outlined in Exhibit A.

8. PHS shall provide a system to monitor medical, length of stay, and other relevant information of each sheltered animal.
9. In the event of an emergency or natural disaster, PHS agrees to work with the City to provide sheltering services and facilities to assist the City in dealing with such incidents. PHS has the discretion to limit services under this Agreement to Muscogee County animals if staffing and/or animal shelter space become unavailable and shall notify the City if they are unable to provide services due to an emergency or natural disaster. In the event that the Mayor proclaims a state of emergency and directs PHS to provide services which affect the costs of operations of the shelter, the City will agree to negotiate in good faith to provide additional compensation for such additional expense.

B. INTAKE OF ANIMALS AND OTHER DUTIES

1. PHS is responsible for receiving stray animals within the boundaries of the City of Columbus and Muscogee County.
2. PHS is responsible for managing and maintaining all documentation of each animal pursuant to the procedures and protocols outlined in Exhibit A. PHS shall be responsible for enforcement of State and City mandated quarantine period of any animal which has bitten or is suspected of biting a person or as directed the local rabies control authority. PHS will establish criteria for field officers to utilize to determine if impoundment is necessary to complete the quarantine period or if a home quarantine is safe, humane and in compliance with all state and city laws.
3. PHS will accept any animal surrendered by a resident of Muscogee County in compliance with Columbus Code Section 5-13(c) by establishing intake policies and procedures consistent with American Veterinary Association Guidelines. Animals surrendered by an owner are not expected to be held for any length of time and may be placed immediately into an adoption program, transferred to a partner organization or euthanized at the sole discretion of PHS.
4. Upon the end of the mandatory hold period, all animals will become legal property of PHS and the final disposition of the animal is at the sole discretion of PHS. During the stray hold period, PHS may make the following exceptions:
 - a. Litters of kittens or puppies under the age of 12 weeks found as strays are not required to be held for the mandatory stray hold if placed to ensure a live outcome including, without limitation, adoption, foster, transfer, or transport programs; and,
 - b. Animals presented as strays that may have a compromised immune system, such as the very young, ill or elderly, may be placed into temporary foster care during the mandatory stray hold period; and,

- c. Animals that are believed to be pregnant may be placed into temporary foster care during the mandatory stray hold period; and,
 - d. Animals that are in need of immediate humane euthanasia to end their suffering from extreme illness or injury; and,
 - e. Animals under enforcement hold that do not pose a public safety risk may be placed into foster care; and,
 - f. Cats/kittens without identification or other indicia that they are an owned pet shall not be subject to a mandatory hold.
5. PHS has sole discretion to return any animal to its owner or caretaker, including community cats, with or without impoundment, unless seized as part of an active investigation or court order. PHS will make every effort to reunite animals with their families prior to and in place of impounding the animal consistent with State law and City ordinances.
6. The City shall reimburse PHS for animals required to be held as part of an ongoing investigation past the legally mandated stray holding/quarantine time and shall be billed monthly at a cost of \$10 per animal per day held over the required date until the shelter is notified of a final disposition of the animal. Upon payment of the daily fee for the animal's maintenance, the City shall retain all rights to collect such fees from any identified owner of the animal or through Judicial Proceedings and retain the right to keep any such collections.
7. Adoption and impound fees shall be as provided by City Ordinance.; provided however, PHS shall have the discretion to waive such fees for hardships or special promotions. All adoption fees, impound fees and donations shall remain with PHS. PHS will be responsible for administering all City registration and permitting required by Ordinance. Fees collected from City registration, permitting and enforcement of citations shall remain with CCG.
8. PHS shall not be mandated to perform any service that contradicts the organization's philosophical beliefs; however, the shelter shall be managed in a manner that it does not violate legal capacity thresholds.
9. When necessary, PHS shall be responsible for the humane euthanasia of any animal using methods consistent with State law and in accordance with current humane best practices. Nothing in this Agreement shall require PHS to humanely euthanize an animal unless under court order.
10. PHS shall maintain all necessary records and reports of animals impounded at the Shelter, as may be required by the State of Georgia and the City. Upon request, PHS shall submit quarterly reports to the City's designated Animal Services Contract Administrator. The Contract Administrator will also be entitled to inspect the shelter premises quarterly at mutually agreeable times. For the duration of this Agreement, PHS shall submit audited financial statements within six months of the end of each of its fiscal years.

11. PHS shall, upon request, furnish the Columbus Police Department, the Columbus Public Health Department (in its role as the local rabies control authority), or the Muscogee County Sheriff's Office all information in its possession about impounded animals and shall cooperate with the Columbus Police Department/Muscogee County Sheriff's Office in enforcement of laws prohibiting cruelty to animals.
12. Whenever the ownership of an impounded animal is ascertained, PHS shall make a reasonable effort, consistent with State law and City ordinances, to notify the owner of an animal's impoundment within twenty-four (24) hours after the animal is initially confined.
13. PHS shall endeavor to use life-saving practices consistent with the City's intent to achieve a goal of at least 90% live release rate of impounded animals. PHS should seek partnerships with responsible rescue groups to create adoption strategies consistent with Best Friends Animal Society and other nationally renowned animal organizations.

C. ANIMAL SERVICES OFFICERS ("ASO")

1. Subject to a City approved criminal background investigation methodology, PHS shall employ individuals to enforce provisions of, and to perform as Animal Services Officers pursuant to applicable State laws and City ordinances.
2. All officers hired to perform these duties will successfully complete a nationally recognized animal control training course as well as a field training program designed by experts in the field provided by PHS.
3. Upon successful completion of all required training and the background check, all ASO's shall be appointed and sworn by Chief of Police as authorized by Section 17-60 of the Columbus Code.
4. The number of ASOs will be determined based on operational need through the use of best practices; however, for the first year of this agreement there will be a minimum of 13 Animal Services Officers, 2 Field Services Sergeants, and 1 Field Services Lieutenant. PHS shall make it best efforts to keep all such positions filled, and in no event shall any vacancy go unfilled for more than ninety (90) days. It is the intent of PHS to operate three fully staffed shifts. Should a third shift not be deemed practical, PHS will provide, at a minimum, one on-call duty officer to respond to emergency situations after regular business hours. The number of on-call duty officers may be increased if deemed necessary by PHS. An emergency response shall be provided for the following:
 - a. Any law enforcement agency requesting emergency assistance;
 - b. Animal bites where the animal continues to pose an immediate threat to public safety or a bite categorized as a level 5 or above using the Ian Dunbar scale;
 - c. Any domestic, dangerous or vicious animal that poses an immediate threat to public safety;
 - d. Any domestic animal that is sick, injured, or in immediate danger;
 - e. Any animal that is at immediate risk due to cruelty or neglect; and

- f. Pick up of deceased animals that are evidence of a crime.
5. PHS shall be responsible for enforcing all provisions of State laws and City ordinances relating to animals and livestock. PHS shall retrieve deceased animals from public roadways, parks and other City property, but shall not be responsible for retrieving deceased animals from private property, unless the animal is part of an active investigation into cruelty or rabies exposure.
 6. PHS shall at all times provide the City with a list of names and telephone numbers of Animal Services Officers and other Shelter personnel who are on call for emergency after-hours services and shall notify the City immediately of any changes in the list.

SECTION 2: INFRASTRUCTURE AND ADMINISTRATIVE REQUIREMENTS

A. CITY FURNISHED EQUIPMENT FACILITIES AND SERVICES

1. The following City owned equipment, facilities and services shall be furnished to PHS for use in carrying out the purposes of this contract:
 - a. Shelter Building located at 4910 Milgen Road, Columbus, Georgia. A lease of the property to PHS for \$1.00 per year will be signed upon final approval execution of this agreement.
 - b. Certificate of title to a minimum of eight appropriate vehicles and two trailers, as listed on Exhibit C, in good working order will be transferred to PHS by the effective date of this agreement. Before accepting these vehicles, PHS will have an opportunity to inspect the vehicles and acknowledge its acceptance of them. PHS hereby agrees to maintain and insure such vehicles during its period of ownership; and if the agreement is terminated within the next three (3) years, PHS will transfer title to the vehicles back to the City and return the vehicles in good working order.
 - c. Office equipment and Equipment associated with conducting field services as set forth in Exhibit D hereto.
 - d. 16 radios (subject to confirmation)
 - d-e. internal and external video surveillance cameras will remain on the premises and PHS will be given administrative access to the footage from those cameras for purposes of reviewing such film footage for its own security needs and responding to any Open Records Requests for such film footage.
- ~~2. PHS shall comply with all regulations and procedures with respect to the operation and care of the City owned vehicles. PHS shall keep the vehicles clean and report any mechanical problems to the City's Fleet Services Department.~~

~~3-2.~~ PHS shall provide collision and liability insurance, maintenance and fuel for all vehicles transferred to it pursuant to Paragraph 2 A.1 b. above. PHS shall have the ability to refuel at the City's designated fuel station and be invoiced for the fuel on a monthly basis.

~~4-3.~~ The City shall maintain the parking lot and vehicle movement areas of the Shelter. The City shall also maintain the grounds of the Shelter to include the plantings, grass and mulching, trimming, and maintaining existing trees, shrubs and other foliage.

~~5-4.~~ As will be specified by the terms of the Lease for the Shelter Building, the Shelter shall be maintained by the City, and the City shall maintain or provide for the reasonable maintenance or replacement of HVAC, lighting, plumbing, electrical, utility systems, the dead animal cooler, and other general building maintenance. The current washer, dryer, dishwasher and refrigerator will be left for PHS's use but the City will not be responsible for their maintenance or replacement.

~~6-5.~~ If the City is unable to provide the above services within 48 hours, then the City will hire its approved third-party vendors to ensure such maintenance is performed expeditiously. Excluded from the City's Shelter maintenance obligations shall be the maintenance of kennels, pop-up kennels, furnishings owned by PHS, and custodial maintenance of the shelter, and any landscaping or cleaning in the run areas which will be completely maintained by PHS.

~~7-6.~~ The City shall provide access to the City landfill for purposes of dead animal disposal. PHS will bear its own costs associated with any other landfill use.

B. CITY DESIGNATED ANIMAL SERVICES CONTRACT ADMINISTRATOR

1. CCG shall designate an Animal Services Contract Administrator, whose purpose will be to oversee the relationship between PHS and the City as it relates to the performance of the services outlined herein.
2. Mutually agreed-upon performance standards shall be established at the beginning of each contract term and performance shall be reviewed annually.

C. PAYMENT OF FEES

1. Fees for services, as outlined in Exhibit B, shall be paid at the beginning of each calendar quarter for services to be rendered in such quarter.
2. Payments received after the fifteenth day of the calendar quarter shall be considered delinquent. PHS shall be entitled to pursue its default remedies under this Agreement in the event of such a delinquency..

D. PROPERTY MODIFICATIONS

1. Up-front funding in the amount of \$100,000 shall be provided by the City to effect improvements such as, but not limited to, the following:
 - a. Sound-proofing in main kennel area
 - b. Kennel reconfiguration in main kennel area
 - c. Adjustable fencing in backyard
 - d. Aesthetic improvements in lobby
 - e. Safety equipment for field officers

E. INSURANCE REQUIREMENTS

PHS shall, at its own expense, furnish to the City of Columbus Purchasing Division evidence showing insurance coverage as set forth below to be in effect for the term of the Agreement:

<u>1. Worker's Compensation and Employer's Liability</u>	<u>STATUTORY REQUIREMENTS</u>
<u>Comprehensive General Liability</u>	
<u>2. General Liability Premises/Operations</u>	<u>\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate</u>
<u>3. Independent Contractors and Sub - Contractors</u>	<u>\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate</u>
<u>Automobile Liability</u>	
<u>4. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership</u>	<u>\$1 Million BI/PD each Accident, Uninsured Motorist</u>
<u>Others</u>	
<u>5. Miscellaneous Errors and Omissions</u>	<u>\$1 Million per occurrence/claim</u>
<u>6. Professional Liability</u>	<u>\$1 Million per occurrence/claim</u>
<u>7. Carrier Rating shall be Best's Rating of A-VII or its equivalents</u>	
<u>8. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.</u>	

Certificates of Insurance are acceptable and should name Columbus Consolidated Government as an additional insured, as well as list the applicable project or contract name. The Certificates of Insurance will be provided prior to the signing of this Agreement, and will be maintained as a part of the contract documents.

Additional insurance requirements for PHS's property and casualty insurance for the shelter premises will be dealt with in the lease for that facility.

E.F. TERM AND TERMINATION

1. The initial term will be for three (3) years. The parties may mutually agree to extend the term of this agreement for a subsequent two (2) optional years. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.
2. Either party may terminate this agreement without cause, with one hundred and eighty (180) days written notice. The City or PHS may terminate the agreement for cause at any time, with a thirty (30) day written notice, and a sixty (60) day cure period. The party in default of the agreement must receive written notice of the cause of default under the agreement by the other party.

OTHER

This document serves as a preliminary outline to facilitate the creation of a final contract. Both parties acknowledge that certain areas of detail may still require further discussion and may not be covered in this draft.