AUG 14 '15 RCVD

HALIFAX HUMANE SOCIETY

Protecting Animals in the Greater Daytona Beach Area Since 1937

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Miguel Abi-hassan

Dear Elected Officials & Staff

Attached you will find the 2015-16 Animal Sheltering Services contract for Halifax Humane Society. I am proud to announce that even though medications and other expenses continue to rise, we will not be increasing fees this year. The board and I are happy to pass on these cost-savings in good faith for your continued support and in anticipation of another proactive year ending pet-homelessness.

I am delighted to be able to provide you the latest update on our partnered goal of ending pet homelessness in the name of public safety and humanitarianism. Collectively looking at Volusia, we have reduced intake (service charges) through proactive spay/neuter, awareness campaigns, TNR and 32 additional HHS services over 12% in the last year. Further, if we look at the last comparable year (2007) where we serviced as many Municipalities as we do today, that intake number has dropped 32%.

If we can assist in your animal welfare endeavors by lending our expertise in Animal Control services, TNR programs or Ordinances that are making tangible improvements in communities throughout the South East region, please let us know. We are always happy to assist our patrons in the plight of fighting pet homelessness.

Kindest regards,

Miguel Abi-hassan, CAWA

Chief Executive Officer

(386) 274-4703 X317

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Debary

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Debary**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Debary and the laws of the State of Florida with respect to stray animals, the City of Debary desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of October 2015, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2016 and October 1, 2016.

2. **ANIMAL SHELTER**:

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Debary, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Debary's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Debary for this purpose. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely

within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

(c) When the City of Debary delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Debary's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the City of Debary pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Debary's Police or Animal Control Officers;

(ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Debary and delivered to the Shelter by a private citizen; and

(iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Debary.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Debary agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	$45.00
2nd day of impoundment	$20.00
3rd day of impoundment	$20.00
Other domesticated animal	$35.00
Livestock animal	$80.00
Wild animal (Euthanasia)	$35.00
Deceased on arrival (Disposal)	$15.00
Quarantined animal (*e.g.*, Rabies)	$150.00 (or $15.00pd) (10 day maximum stay)
Confiscated animal	$45.00 for the 1st day of impoundment plus $20.00 for each additional day of impoundment

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Debary within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Debary has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of Debary, with its monthly invoice, a list of all pick up addresses of stray animals charged to the City of Debary's account for animals that were not impounded by a City of Debary Animal Control Officer, the

names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

(e) In the event an owner pays any fees or charges to reclaim its animal, the City of Debary shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Debary shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS**: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Debary shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Debary at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW**: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Debary's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Debary's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Debary shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Debary may request that euthanasia be performed by the Humane Society when it is the City of Debary's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED**: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Debary. The City of Debary shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION**: Animals seized by the City of Debary as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Debary.

As the impounding agency, if the City of Debary chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Debary may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Debary agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Debary's decision to submit the animal as a "stray." The City of Debary shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the City of Debary fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Debary. If the Humane Society exercises this option, it will provide the City of Debary with thirty (30) days written notice of its decision to terminate the Agreement. The City of Debary will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Debary.

10. **WAIVER OF BREACH**: The waiver by the Humane Society or the City of Debary of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Debary expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the City of Debary beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the

cap on the amount and liability of the City of Debary for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Debary, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a "public record" as defined in Chapter 119, Florida Statutes ("Public Records Act"). With respect to such public records, the Humane Society acknowledges that the City of Debary and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Debary agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Debary of any public records request it receives concerning the City of Debary or matters relating to the services provided under this Agreement. If the City of Debary or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Debary upon request and at no charge or penalty to the City of Debary and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Debary shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Debary from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Debary's enforcement of the requirements of this section.

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13. **MEDIATION**: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

14. **ATTORNEY'S FEES**: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to

recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY**: If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

17. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS**: This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES**: Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Debary have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Debary, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: _____
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 8/6/15

ATTEST:

By: _____
Name: Michelle Pari
Title: Chief Operating Officer
Date: 8/6/15

CITY OF DEBARY

By: _____
Name: Clint Johnson
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Dan Parrott
Title: City Manager
Date: _____