

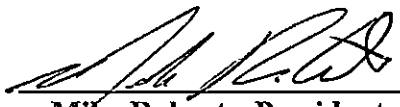
**ORDER: APPROVE REVISED MS CRITTERZ CONTRACT**

Motion was made by Larry Gillespie, duly seconded by Chad McLarty, to approve revised MS Critterz contract.

The vote on the motion was as follows:

Supervisor Brent Larson, absent  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 5<sup>th</sup> day of October, 2020.

  
Mike Roberts, President  
Board of Supervisors

  
Sherry Wall, Chancery Clerk

## **Animal Control Services Agreement**

WHEREAS, Lafayette County, Mississippi ("County") and Mississippi Critterz, a 501(c)(3) Non Profit Organization ("MS Critterz") wish to work together for the control and prevention of cruelty to animals; and

WHEREAS, the County wishes to provide for the health, safety and welfare of the citizens of the County by protecting them from loose, dangerous or otherwise uncontrolled animals; and

WHEREAS, the County and MS Critterz have agreed that, for the consideration hereinafter set out, MS Critterz will provide animal drop off services and animal shelter facilities for Lafayette County residents residing outside the City of Oxford, at the facility known as the "Oxford Animal Shelter," and shall perform all duties attendant to and in connection with such animal care.

NOW THEREFORE, for and in consideration of good and valuable considerations, including the mutual benefits accruing to both parties, the receipt of which is hereby acknowledged, the parties agree as follows:

**1. Purpose:** This agreement is entered into this the 5th day of October, 2020, by Lafayette County and MS Critterz for the purpose of providing for animal services by MS Critterz. MS Critterz shall undertake these services as an independent contractor, and shall at all times comply with the terms of this Agreement, the statutes and common-law of the State of Mississippi, and its own bylaws and requirements of its non-profit agency or corporate status. Both parties acknowledge that certain requirements of this contract with Lafayette County, a governmental entity within the State of Mississippi, may be in addition to or separate from those requirements mandated of a non-profit agency or corporate entity, and neither party seeks by this Agreement to alter or decrease those separate or additional requirements otherwise imposed by law, rules, regulations, or policies, upon MS Critterz. Management shall be carried out in accordance with all applicable standards promulgated the by Humane Society of the United States, the American Humane Association, the National Animal Control Association, its own rules and bylaws, the laws of the State of Mississippi, the laws or ordinances of the City of Oxford, and Lafayette County and any additional standards or requirements contained herein.. Furthermore, Lafayette County requires that MS Critterz perform its duties under this contract in the public interest and to the extent legally permissible with the same level of public disclosure, openness, and candor as is required by a sub-entity, committee, or agency of Lafayette County. The County specifically requires, and MS Critterz agrees, that it shall conduct its meetings consistent with State Open Meetings Acts requirements, and that it allow production of its records pertinent to its operations in the same manner as would be required under the State Public Records laws, for public entities.

**2. Term and renewal:** This Agreement shall remain in effect for one year and will expire on September 30, 2021 (the "term"); provided further that this agreement may be terminated prior thereto upon a material breach of the terms hereof, upon written notice of the material breach to the breaching party and 15 days to cure any such material breach ("cure period"). If the material breach is not cured within fifteen days after written notice is received by the party in default, then said agreement shall terminate upon the expiration of fifteen days after the expiration

of the cure period. MS Critterz understands and acknowledges, however, that subsequent Boards of Supervisors may accept or reject prior contracts or agreements at their discretion.

3. **Utilities:** It is understood that the County will not be responsible for provision of and payment for utilities required by the animal shelter and incurred at the Oxford Animal Shelter, including but not limited to water, electricity, heating and cooling, and garbage pick-up. Telephone service at the shelter facility, or otherwise utilized by the MS Critterz, shall be provided by MS Critterz.

4. **Alterations and Maintenance:** Other than any specific provision herein, it is understood that the County will not be otherwise responsible to undertake or cover the costs of any alterations, changes and routine maintenance in the animal shelter, either to the exterior or to the interior of the facility or its adjoining grounds, or to the equipment or the fixtures in the facility, or install any equipment that may necessitate any changes in or additions to the water, heating, or electrical systems of the animal shelter, or that require unusual usage of water, heat, or electricity. MS Critterz has no authorization to incur any debt or make any charge against the County or for any work done or materials and equipment furnished, except as provided in paragraph 5 below. It is understood that the City shall be responsible for all maintenance of the animal shelter building, both exterior and interior, and of any equipment installed therein by the City, including but not limited to fans, light fixtures, hot water heaters, and the heating, ventilation, and air conditioning system.

5. **Facility Management:** MS Critterz is responsible for the daily operations of the animal shelter, for hiring and managing employees at the shelter, for care and feeding of the animals at the shelter, for ensuring that the interior of the shelter is sanitary, and for ensuring that the shelter complies with the applicable Guidelines for the Operation of an Animal Shelter and with any other applicable guidelines promulgated by the Humane Society of the United States and/or the American Humane Association, in addition to, but in no way limited to the responsibilities enumerated herein.

Further, MS Critterz shall conduct its business on the City's animal shelter facilities in a manner that is transparent and it shall conduct its routine operations and meetings in accordance with the following procedures:

a. It shall hold its elections pursuant to statutory requirements for non-profits, and bylaws lawfully adopted and enforced by its governing body;

b. It shall hold regular meetings, at least bi-monthly, which shall be open to the public, at a time and place reasonably accessible to the public and not in conflict with the Board of Aldermen's meeting for the City and the Lafayette County Board of Supervisors. The public shall be given at least three (3) days' notice of such meetings, including the meeting agenda, by reasonable advance postings, both at the facility and on the website of MS Critterz, in a fashion designed to allow interested parties the opportunity to attend such meetings. Minutes of the meetings shall be kept and shall be available to the public for review on the MS Critterz website. Minutes shall include all topics discussed and votes taken.

c. It shall conduct its meetings pursuant to Robert's Rules of Order;

d. It shall allow a member of the City of Oxford Board of Aldermen (as nominated by

the Board of Aldermen), and a member of the Lafayette County Board of Supervisors (as nominated by the Board of Supervisors) to attend its meetings as community liaisons, and shall conduct bi-monthly meetings at which it shall provide updates and information to those liaisons as may be reasonably requested regarding the operation of the animal shelter facilities and the performance of the contractual duties by MS Critterz under this agreement;

e. It shall provide an oral and written report, to the Board of Supervisors, of its activities under this agreement on a bi-monthly basis. This requirement shall not relieve MS Critterz of providing such information as may be required by subparagraph d., above, on an ongoing basis.

f. It shall obtain prior approval from the MS Critters Board of Directors for out-of-the-ordinary expenditures over \$500.

g. Ms. Critterz agrees to prepare and submit an audited financial statement of its operations on an annual basis for Lafayette County's information.

**6. Animal Handling Services:** Subject to the limitations set forth below, MS Critterz shall provide all needed **animal handling services (limited to animal drop off and the sheltering of said animals)**, including service after hours, on weekends, and in emergencies. MS Critterz shall be responsible for obtaining and paying for emergency veterinary medical treatment for animals picked up by the Lafayette County Sheriff's Department that are injured or severely ill. MS Critterz shall provide such services pursuant to Mississippi law and County ordinance. In those cases in which no law speaks to specific activities of MS. Critterz, it shall provide its services in the most prudent manner under the circumstances, and shall provide the County with its rationale for its decisions or activities upon reasonable request by the County. Ms. Critterz shall also provide assistance, when requested, to the Lafayette County Sheriff's Department (the "Department") with regard to the Sheriff's Department's enforcement of Section 5 (Vicious Animals) of the Lafayette County Animal Control Ordinance and will be entitled to bill the County for each assistance at the rate of \$70.00. MS Critterz shall not be responsible for removing dead animals from the sides of roads or other public or private property or for responding to complaints of habitually barking dogs, **nor is Ms. Critterz responsible for providing animal control services (other than the assistance to the Sheriff's Department pursuant to Section 5 of the Lafayette County Animal Control Ordinance) for stray or abandoned animals outside the City of Oxford corporate limits.**

- a. **Limit on Animals:** Each address or residence in the County (outside the City of Oxford corporate limits) is limited to 3 single animals or one common litter (including the mother) drop offs per calendar year.

**7. Employees:** MS Critterz shall be responsible for hiring sufficient employees and recruiting sufficient volunteers to adequately staff the Oxford Animal Shelter, and to enable the shelter to be open to the public for a reasonable amount of time during each week. MS Critterz shall be responsible for all aspects of those employees' lawful employment, including but not limited to payment of wages, for withholding taxes, and for payment of all payroll taxes with regard to those employees. All such employees hired by MS Critterz are employees of MS Critterz and are not employees of the County. The County is not responsible for providing any insurance

for MS Critterz employees. It shall be the sole responsibility of MS Critterz to ensure that all of its employees, whether engaged in **animal handling services** or any other activity, strictly comply with all local, state and federal statutes, ordinances, and regulations, and that MS Critterz, likewise, complies with all applicable statutes, ordinances, and regulations in its management of its employees.

**8. Operating Expenses:** It is understood that Lafayette County will not be responsible for any expenses related to the operation of the facility and that, subject to its agreement with the City of Oxford, MS Critterz shall be responsible for all of the operating expenses of the Oxford Animal Shelter, including, but not limited to, the cost of feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, and medications, and the cost of any necessary euthanasia..

**9. Contract Fee:** For the provision of the animal handling services by MS Critterz, the County agrees to provide the following consideration and in-kind services in support of Ms. Critterz animal control services:

- a. the sum of \$119,568.00 payable to MS Critterz at the start of each annual contract year;
- b. defraying the cost of purchasing one animal transport van and the installation of three stainless steel sinks in the currently occupied City of Oxford facility in an amount not to exceed \$40,000.00 (a one time expense); and
- c. Access to and usage of the Lafayette County Multipurpose Facility, subject to availability and the approval of the Facility management, for fundraising events. Ms. Critterz will be allowed to use the space within the Facility at no cost to Ms. Critterz. The County also agrees to undertake reasonable efforts, through the Facility management, to assist in advertising and promoting said fundraising events held at the Facility.

**10. Alteration of Provisions:** The provisions of this agreement shall not be altered without mutual consent of both parties to the agreement, and any alterations in this agreement's provisions will not be effective unless reduced to writing and signed by an authorized representative of both parties.

**11. Representations and Warranties:** Without limiting the general responsibilities and agreements and applicable standards contained herein, the MS Critterz agrees, represents and warrants that it shall:

- a) Comply with and enforce all City and State regulations, laws, or adopted policies in regard to operation of an animal shelter;
- b) Carry out the provisions of the laws of the City, County and the State of Mississippi in regard to the confinement for observation of animals apprehended or surrendered after biting a person, and such other laws that may govern the keeping, boarding, or disposal of animals held in the facilities;
- c) Have the books and records of MS Critterz made available for inspection at any

- time during the life of the Agreement;
- d) Ensure adequate ventilation, heating and air condition at said shelter through proper care and operation of systems;
  - e) Ensure adequate drainage to allow for hosing out of pens through proper care and operation of systems;
  - f) Employ adequate personnel to keep the shelter and its animals clean and to perform all necessary operations under this agreement and as may be required by law;
  - g) Keep the animals fed and nourished.
  - h) Employ personnel trained to recognize the need for medical care.
  - i) Provide adequate medical care for the animals under its control.
  - j) Perform euthanasia under appropriate circumstances.
  - k) Accept dogs and cats turned in by the Lafayette County Sheriff's Department and not release same, except in the case of adoption, termination, delivery to owner, or surrender to appropriate rescue organizations.
  - l) Provide general liability insurance in the amount of \$500,000.00, with the City of Oxford and Lafayette County listed as an additional insureds on such policy, and proof of such insurance to be provided to the County at the time this Agreement is executed;
  - m) Accept dogs and cats turned in from Lafayette County residents who reside in the unincorporated areas of Lafayette County. It is agreed that Ms. Critterz will require a government issued identification of any individual who desires to drop off an animal at the facility in order to verify that the individual resides in the unincorporated area of Lafayette County. Ms. Critterz agrees to make a digital or physical copy of such identification which shall be maintained in its records.
  - n). Ms. Critterz agrees to maintain records of all adoptions, including all fees and costs charged to the adopting party.

In addition, MS Critterz warrants that it is a Mississippi non-profit corporation, in good standing, and that this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms; that MS Critterz shall follow its own policies and bylaws and the laws applicable to a non-profit corporation in Mississippi; that MS Critterz has full power and authority to enter into and perform the terms and conditions of this Agreement; that it has obtained all necessary approvals and consents to enter the Agreement; and that the person executing this Agreement is fully and duly empowered and authorized so to act.

12. **Agreement Supersedes:** This Agreement shall replace and supersede all previous agreements, if any, whether in writing or oral, between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the date mentioned above.

**LAFAYETTE COUNTY, MISSISSIPPI**

\_\_\_\_\_  
Mike Roberts, President

\_\_\_\_\_  
Sherry Wall, Clerk of the Board of Supervisors

**Mississippi Critterz**

By: \_\_\_\_\_  
\_\_\_\_\_ (print name)

Title: \_\_\_\_\_