

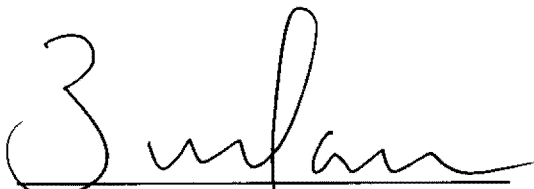
ORDER: APPROVE REVISED AGREEMENT FOR ANIMAL SHELTER

Motion was made by Scott Allen, duly seconded by Greg Bynum, to approve the revised agreement for animal shelter.

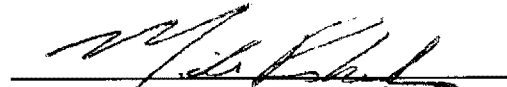
The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 3rd day of March, 2025.

A handwritten signature in black ink, appearing to read 'B. Larson', written over a horizontal line.

**Brent Larson, President
Board of Supervisors**

A handwritten signature in black ink, appearing to read 'Mike Roberts', written over a horizontal line.

Mike Roberts, Chancery Clerk

**AGREEMENT BETWEEN THE
OXFORD LAFAYETTE HUMANE SOCIETY, INC. AND
LAFAYETTE COUNTY, MISSISSIPPI**

This Agreement is made this 3rd day of March, 2025 between Lafayette County ("County") and the Oxford Lafayette Humane Society, Inc., d/b/a Dr. Leslie Tubb Spay and Neuter Project ("OLHS"), a non-profit corporation.

1. Purpose.

The purpose of this Agreement is to provide services in furtherance of the public health, safety of Lafayette County residents relating to the impoundment and sheltering for stray, lost, or other animals brought to the Lafayette County Animal Shelter ("LCAS") found in or originating from the areas of Lafayette County outside the City of Oxford municipal limits.

2. Term.

The term of this agreement shall be one (1) year beginning on the 3rd day of March, 2025 and ending on the 31st day of December, 2025. This agreement will automatically renew year to year absent non-renewal by either party, written notice of which shall be given by either party no later than ninety (90) days before expiration of the annual contract term. It is understood that although the term of this Agreement begins on March __, 2025, the LCAS will not be ready for the intake of animals until such time as construction and staffing are completed. OLHS and the County will agree on the date when the LCAS will be open to the public for animal intake.

3. Lafayette County Responsibilities

(a). The County will provide and furnish, in its discretion, a county-owned facility designed to function as an animal shelter.

(b). The County will provide all necessary on-premises appliances, including laundry facilities, furnishings, and equipment for use by OLHS staff.

(c). The County will be responsible for maintaining the facility in good working order, including means of ingress and egress, and all equipment, furnishings, and appliances furnished by the County. The County will also provide utilities to the facility at the County's cost.

(d). The County will procure property insurance for the facility.

4. OLHS Duties

(a). OLHS shall provide a receiving and impounding service for animals found in, or originating from, the areas of Lafayette County outside of the City of Oxford municipal limits. These services shall include:

- i. OLHS is responsible for the daily operations of the animal shelter, for employing and managing employees at the shelter, for the care and feeding of the animals at the shelter, for ensuring that the interior of the shelter is sanitary, and for otherwise ensuring that shelter management policies and procedures comply with "The Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters, 2d ed."
- ii. Policy-making and oversight responsibilities concerning OLHS's management and operation of the shelter shall be performed by the OLHS Board of Directors which shall include two ex officio (non-voting) members appointed by the Lafayette County Board of Supervisors.
- iii. Animal intake, and sheltering and care of animals in its custody.
- iv. The implementation of intake policies which promote the health, and safety of impounded animals, staff, volunteers, the public and Lafayette County employees.
- v. The provision of food, water, shelter, exercise and medical care for impounded animals.
- vi. Medical quarantine and behavior isolation for impounded animals as appropriate to protect the health and safety of staff, the public and the general impounded animal population.
- vii. Euthanasia services as needed for diseased and vicious animals and population control.
- viii. Ensuring adequate ventilation, heating, cooling and drainage of shelter facilities.
- ix. Administering a spay and neuter program for all impounded dogs and cats prior to adoption and fostering (if deemed age appropriate by OLHS).
- x. Intake and impoundment of animals surrendered by the Lafayette County Sheriff's Department pursuant to its enforcement of the Lafayette County Vicious Animal Ordinance (enacted in December 2013) and certain statutory obligations in handling stray untagged animals. Depending on the availability of OLHS staff or its agents, OLHS agrees to assist the Lafayette County Sheriff's

Department on a per call basis in responding to complaints and certain enforcement responsibilities under the Lafayette County Vicious Animal Ordinance.

xi. Maintaining suitable office hours, Monday through Saturday, for the convenience of the public.

xii. The procurement and maintaining of: (1) workers' compensation insurance, and (2) comprehensive general liability insurance in the amount of at least \$1,000,000, per occurrence, and which shall list Lafayette County, Mississippi as an additional insured.

5. Adoption, Transport and Volunteer Programs

(a). OLHS shall implement policies providing for the adoption and fostering of animals impounded at the shelter. The shelter adoption policies, application forms, and the active promotion of the adoption and fostering of impounded animals, shall be provided on a dedicated website and social media platforms.

(b). OLHS shall develop and implement plans to enable the transport of impounded animals to other appropriate locations, including the pursuit and establishment of cooperative arrangements with the ASCPA and other similar organizations.

(c). OLHS shall develop and implement policies providing for the recruitment, evaluation and monitoring of foster homes for impounded animals.

(d). OLHS shall develop and implement a Lafayette County Animal Shelter Volunteer Program.

6. Notification to Owners and Return of Impounded Animals.

OLHS shall make reasonable efforts to identify and notify the owner of any animal that has been impounded from the County. The owner of any impounded animal may redeem the animal by providing to the OLHS satisfactory proof of ownership and licensing and payment of a daily boarding fee for the period the animal was impounded.

7. Disposition of Unclaimed Animals.

Except for those animals that, due to health problems or viciousness, may not be safely impounded, all impounded animals from the County surrendered or delivered to the animal shelter or picked up within the County in support of or in cooperation with County law enforcement personnel shall be kept in the animal shelter in accordance with approved shelter policies and, where appropriate, in accordance with the terms of the

Lafayette County Vicious Animal Ordinance. **It is understood that OLHS, in its discretion, will endeavor to transport impounded animals to other locations when reasonably available.** If OLHS determines that an animal may not be, or remain, impounded consistent with the health and safety of other animals or humans, or determines that, due to health problems, the animal may not be humanely impounded, or for purposes of population control, the animal may be euthanized. This decision shall be in the sole discretion of OLHS **consistent with the criteria set forth in the Euthanasia Policy.** **The cost of the disposal of euthanized animals will be the responsibility of Lafayette County.**

8. Monthly Reporting and Record Keeping.

OLHS shall maintain accurate records of impounds tracking the geographic location from which animals are surrendered in the form of an intake log and an outgoing disposition log. OLHS shall provide to the County a written monthly report that will include a summary of the animal intake and outgoing disposition from the OLHS intake log and outgoing disposition log, a summary of assists in cooperation with County law enforcement officers to investigate instances of vicious animals or animal cruelty, and a narrative of the general business of the shelter that includes a description of shelter events, and other services provided by the shelter. OLHS will also maintain records of registered vicious animals in accordance with the Lafayette County Vicious Animal Ordinance.

9. Confidentiality of Adoption and Surrender Records.

OLHS agrees to maintain the confidentiality of adoption and surrender records, so that the names of individuals who adopt or surrender animals are not available to the public. However, provided and on condition that the County agrees to maintain the confidentiality of such information, OLHS will make the original surrender and impound records and intake and outgoing disposition logs (including the identity of individuals who surrender animals) available for inspection and review by the Office of the County Administrator upon the Administrator's written request, provided that said inspections will be limited to two times per contract year. Said inspection will take place at the Oxford Animal Shelter facility. OLHS also agrees to make any records within its custody available to County law enforcement in connection with investigations of animal cruelty.

10. OLHS Independent Capacity.

OLHS understands that it is an independent contractor and does not act as the agent of the County for purposes of operating the animal shelter under this agreement. OLHS is solely responsible for hiring sufficient employees, as the employer, and recruiting sufficient volunteers to adequately staff the animal shelter, and to enable the shelter to be open to the public for a reasonable amount of time during each week and, therefore, all such

employees hired by OLHS are employees of OLHS and are not employees of the County. OLHS shall be responsible for payment of wages, for withholding taxes, and for payment of all payroll taxes with regard to those employees, and implementing and enforcing workplace rules and terms of employment for shelter staff.

11. Operating Expenses.

OLHS shall be responsible for all of the operating expenses of the animal shelter, defined to include the cost of compensating employees, feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, and medications, and the cost of any necessary euthanasia.

(a). Transport Vehicle. It is understood that the availability of a transport vehicle is essential to the operation of the animal shelter and therefore, as part of the Fixed Costs payable by the County pursuant to Paragraph 12, OLHS will procure a vehicle suitable for the transport of animals housed at the animal shelter. It is agreed that the make, model and purchase price of the vehicle will be by mutual written agreement. The vehicle will be titled in the name of OLHS, provided that in the event this agreement is terminated by either party, the title to the transport vehicle will be transferred by OLHS to the County within 30 days of the date of termination.

12. Compensation.

(a). Fixed Costs. The County shall pay OLHS \$222,130.85 for the initial one year term for the Fixed Costs of the services provided under this Agreement (See Attachment A), said payment to be paid in two installments: (1) (a) \$100,000 payable upon the parties mutual approval of this Agreement, and (2) \$122,130.85 payable one hundred eighty (180) days after the date of the parties mutual approval of this Agreement as invoiced by OLHS. It is agreed that the initial fixed cost payment will be increased to cover the cost of a transport vehicle referenced in Paragraph 11(a).

(b). Per Animal Fee. In addition, the County will pay OLHS the sum of \$160.20 per impounded animal as a variable cost of operating the shelter, said payment to be made to OLHS on a quarterly basis and based on the number of new intakes of animals impounded at the shelter during the previous quarter. OLHS shall also retain the daily boarding fee to be paid by animal owners for stray animals delivered to the shelter and redeemed by owners. In addition, OLHS may set an adoption fee for all animals adopted from the shelter. All fees and/or boarding charges collected by OLHS, including the compensation provided under this Agreement, shall be used solely for the operation of the animal shelter.

13. Independent Audit

Each year, OLHS shall provide the County with an independently audited financial report within four months of the end of the contract term.

14. Alteration of Provisions.

The provisions of this agreement shall not be altered without the 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. The compensation provisions contained in Paragraph 12 of this Agreement shall be reviewed by the parties for any necessary increases relating to the ability of OLHS to provide the contracted services at the stated compensation at the time of and as a part of the County's annual budget process.

Executed in duplicate originals, this 3rd day of March 2025.

SIGNED: Cyd Dunlap
TITLE: BOARD PRESIDENT

For Lafayette County, Mississippi

SIGNED: [Signature]
TITLE: President, Development Director

For the Oxford Lafayette Humane Society, Inc. d/b/a Tubb Spay and Neuter Project