**CONTRACT FOR ANIMAL CONTROL SERVICES**

**BY AND BETWEEN ESCAMBIA COUNTY, ALABAMA,**

**and HUMAN SOCIETY OF ESCAMBIA COUNTY, ALABAMA**

 This Agreement made and entered into on this the \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2009, by and between Escambia County, Alabama, (hereinafter referred to as “County”) and the Human Society of Escambia County, Alabama, (hereinafter referred to as “Humane Society”).

 WITNESSETH:

 That, for and in consideration of the Agreement hereinafter set forth, the Humane Society agrees to provide animal control and management services for the County. The Agreement is as follows:

 1. The Humane Society agrees to provide animal protection and control services and animal shelter facilities for the County. Said services provided by the Humane Society will include the following:

 A. Stray animal pickup.

B. Live trap setting/retrieving.

 C. Response, which includes 24 hour emergency response and livestock calls, to animal complaints from citizens or County representatives.

 D. Animal cruelty investigations/enforcement.

 E. Emergency 24-7 on call (“Emergency”, defined as injured or possibly life threatening to animal or person.)

 F. Respond to animal bite reports.

 G. Housing and disposition of animals.

 H. Adoption program for Humane Society evaluated/deemed adoptable, vaccinated, spayed/neutered pets.

 I. Community education.

 J. Assistance to County law enforcement with any animal situation (cruelty to animals, domestic violence intervention, etc.)

 K. Rabies ordinance patrol/enforcement.

 To assist with rabies ordinances patrol/enforcement, to protect dogs and cats from any cruelty charge, and to prevent any cruelty to any dog or cat, the Humane Society shall be, and hereby is, appointed as an agent for the County, but shall not be considered an “agent” for any other purposes. Instead, the Humane Society shall be considered an “independent contractor”.

 2. Services not included are the following:

 A. Disposal of road kill.

 B. Wild game.

 C. Mosquito control.

 D. Private residence pet extermination (squirrels, opossums, etc.)

 3. As consideration for the services to be provided by the Humane Society, the County agrees to pay to the Humane Society the sum of $60,000.00 per year. Said compensation shall be paid quarterly.

 4. The Escambia County Sheriff’s Department will assign a liaison officer to work with the Humane Society investigators in criminal cases.

 5. The Humane Society agrees to keep current liability insurance for the facility, and shall maintain collision and liability for the vehicles being transferred to it, and agrees to provide liability insurance in an amount not less than $100,000.00 per person, and $300,000.00 per occurrence naming the County as ad additional insured under the policy.

 6. The Humane Society agrees to train such Humane Society officers as may be

necessary in order to carry out its responsibilities hereunder. The training shall be in accordance with the National Animal Control Association Specifications.

 7. The Humane Society agrees to keep records pertaining to “dangerous dog” reports and investigations.

 8. The Humane Society agrees to hold the County harmless from all of the Society’s operations within the County. The County will not be liable for any of the Society’s activities or the results thereof.

 9. The Humane Society shall allow representatives of the County and/or its auditors to review any and all Humane Society records pertinent to this Agreement.

10. It is agreed between the County and the Humane Society that this agreement will be effective October 1, 2009, and will be in force and effect until September 30, 2010, at the end of which period this Agreement will be reviewed by both the County and the Humane Society, and a new Agreement may be entered into with adjustments made as agreed by both parties. Each party retains the option of terminating this agreement by written notice at least thirty (30) days before the effective termination date.

 DATED this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2009.

 ESCAMBIA COUNTY, ALABAMA

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 David M. Stokes

 Chairman, Escambia County Commission

HUMANE SOCIETY OF ESCAMBIA COUNTY, ALABAMA

 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Its:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF ALABAMA )

ESCAMBIA COUNTY )

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public and for said

County, in said State, hereby certify that David M. Stokes, whose name as Chairman of the

Escambia County Commission, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Escambia County Commission.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2009.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

STATE OF ALABAMA )

ESCAMBIA COUNTY )

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Notary Public and for said

County, in said State, hereby certify that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, whose name as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Humane Society of Escambia County, Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Society.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2009.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public