

CECIL COUNTY ANIMAL CARE AND CONTROL CONTRACT

This document is a contract dated this _____ day of _____, 2012 between Cecil County, Maryland (hereafter referred to as the “County”), and “A Buddy for Life, Inc.” (hereafter referred to as the Animal Care and Control Authority or “ACCA”). In consideration of their mutual understanding and undertakings, the parties hereby agree as follows:

(1) Duration: This contract shall become effective on the 1 day of January, 2013 and continue until June 30, 2014 unless this contract is terminated by either party or both parties pursuant to the terms governing termination provided herein. This contract, by mutual agreement of the parties, may be extended for two (2) successive additional one (1) year terms.

(2) Compensation: The contract amount due to be paid by the County to the ACCA for this contract period is \$60,000 per month. The Board shall remit to the ACCA equal monthly installments due on the first working day of each month of the contract period. The County shall purchase two vehicles associated with animal control services that are deemed to be essential to the vendor for providing animal control services pursuant to the contract, and will remit to the ACCA a one-time payment of \$10,000 for purchase of startup equipment with payment to be made with the execution of this contract. The ACCA shall lease the vehicles from the County for an annual lease payment of \$1 and shall provide necessary insurance with the county listed as an additional insured. The leased vehicles’ identification markings shall be approved by the County.

(3) Delegation to the ACCA: The County hereby delegates to the ACCA, and the ACCA hereby agrees to accept the delegation of the County’s power to administer, implement and enforce the rules and regulations concerning “Animal Care and Control”, found in the Animal Care and Control Ordinance and any other applicable state laws relating to animal control and animal abuse. The ACCA shall act at all times as an independent contractor and not as a governmental agency or department of the Cecil County Government.

(4) Duties of the ACCA: The ACCA shall discharge all obligations of the County under the Animal Care and Control Ordinance. In the event of an emergency call or complaint the provider shall respond as promptly as possible, no later than two hours after receipt of said call or complaint. An emergency shall be defined as:

- a. Life threatening situation when it is claimed an animal is a threat to human life
- b. Severely injured domestic stray animals
- c. As requested by either a public safety official, Health Department or Department of Social Services
- d. Reports of animal cruelty requiring immediate intervention.

At a minimum, the Contractor shall operate standard business hours to mirror Cecil County government. The shelter operation shall have sufficient hours to facilitate public access and adoption services. The ACCA shall provide 30 days written notice to the County of any change in hours of operation from those currently available to the public. The ACCA shall maintain a 24 hour local phone number with voicemail, including emergency contact information. The County and ACCA may jointly inspect the shelter on a quarterly basis on a mutually convenient scheduled day and time. ACCA will create an inspection checklist and have it evaluated by a shelter specialist to ensure objectivity. ACCA will forward a copy of the post inspection checklist to the County's Director of Administration. Any deficiencies noted on the checklist shall be corrected in a timely fashion. Any deficiencies noted on the checklist shall be corrected, in a timely fashion. The ACCA shall keep records as prescribed in the Animal Care and Control Ordinance. The ACCA shall also be responsible for obtaining and maintaining all requisite licensing and approvals.

(5) Staff of the ACCA: The ACCA shall maintain a minimum of two (2) full time equivalent animal control officers who shall work a minimum of forty (40) hours per week enforcing the County's animal control ordinances and regulations. Each such officer shall keep a complete record of all activities performed. The ACCA shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and County educational and training requirements. The parties acknowledge that there may be periods of limited duration when the ACCA may have less than two full time equivalent Animal Control Officers due to terminations, resignations, vacations, hiring periods, illnesses, etc., and that same shall not constitute a breach or violation of this provision.

(6) Receiving Unwanted Animals: Dog traps (due to their size) shall be provided, delivered to and retrieved from individuals wishing to trap at-large dogs. Pursuant to Section 604(C) of the Animal Care and Control Ordinance, cats are not considered to be at large. The ACCA shall have the duty to accept all unwanted dogs with a voluntary donation of \$25.00 for each animal and shall use its best effort to catch all animals at large or public nuisance animals as that term is defined in the Animal Care and Control Ordinance. Cats will be accepted on an "as space is available basis" acknowledging that the ACCA has resources for a minimum of 40 cats.

(7) Summons and Citations: The ACCA shall have the ability to issue summons and citations for violations of the Animal Care and Control Ordinance.

(8) Collection of Fees and Fines: The Cecil County Department of Finance shall be responsible for collecting all fines, license fees and other fines and fees provided for in the Animal Care and Control Ordinance. The ACCA shall cooperate fully in this endeavor and assist the Department of Finance as requested. Redemption fees collected while an animal is under the eight day holding period shall be collected and retained by the ACCA.

(9) Prosecution of Violations of the Animal Care and Control Ordinance: The ACCA shall participate as required in the prosecution of all persons and parties who violate the Animal Care and Control Ordinance including but not limited to providing all necessary paperwork,

information of all witnesses and all other pertinent information related to the incident, and having its employees appear and testify in Court.

(10) Retention of Information: The ACCA shall keep and retain the information and records required by the Animal Care and Control Ordinance for a period of not less than three (3) years, or longer if required by the Internal Revenue Service.

(11) Arbitration: All disputes arising under this contract or the termination thereof shall be arbitrated before a Circuit Court retired Judge or such arbitrator as the parties shall jointly agree on. The parties shall share the cost of arbitration equally.

(12) Termination: This contract may be terminated as follows:

- a. Termination without Cause: Either party shall have the right to terminate this contract without cause with ninety (90) days written notice to the other party.
- b. Termination for Cause: The County shall have the right to terminate this contract for cause by giving ten (10) days notice to the ACCA stating the basis for the termination for cause. The ACCA shall have the right to cure the deficiencies set out in the County's termination for cause within ten (10) days. The ACCA shall have the right to terminate this contract with ten (10) days notice if the County fails to make full and timely payments required under this contract pursuant to the monthly payment schedule. The County shall have the right to cure said deficiencies set out in the ACCA's termination for cause within ten (10) days.
- c. Termination of Duties Under This Contract: If the parties jointly or a party to this contract terminates this contract pursuant to the terms set out above, the duties of the ACCA shall continue until the date of termination or ten (10) days whichever is the shorter. The obligations, financial or otherwise, of the County shall continue until the termination date. The land, buildings, equipment, and tools used by the ACCA in performing under this contract are the sole property of the ACCA and the County shall have no right to utilize the aforesaid property or have access to the property. After any termination date, all animals in the care of the ACCA are the sole property of the ACCA. Leased vehicles remain property of the County.
- d. The ACCA shall have upon execution of this contract, an executed lease agreement for a shelter that meets the County's requirements, including the Animal Care and Control Ordinance.

(13) Duties upon Termination: All contractual obligations in accordance with this Contract shall remain in effect with respect to the winding down of all contractual relations between the parties. Upon termination of this contract the ACCA shall deliver to the County all reports outstanding relating to the work performed by the ACCA within ten (10) working days. Upon termination, the ACCA shall continue to care and feed for all animals in its

possession at the time of said termination and the County government shall continue to pay the cost of feeding and caring for such animals for the normal period of eight (8) days. However, upon termination, the ACCA shall have no further obligation to accept any additional animals or perform any other function or responsibility pursuant to the terms of this contract, except to provide a final financial report and audit.

(14) Liabilities, Indemnification and Insurance: The ACCA shall indemnify and hold harmless the County from and against any and all claims, liabilities or damages which arise: (a) from dealings between the ACCA and third parties and (b) from its administration, implementation and enforcement of the provisions of the Animal Care and Control Ordinance of the County Code. The indemnification shall include the costs of litigation and reasonable counsel fees. However, the ACCA shall not be liable for any default or failure of persons who are not employees or appointed or elected officials of the ACCA. The ACCA agrees to keep in force, at its own cost and expense, liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00). The ACCA shall also insure its own facility and vehicles. The ACCA shall provide to the County a certificate of liability insurance certifying general liability insurance coverage in an amount of at least one million dollars, listing the County as an additional insured party. Said certification shall provide that said coverage shall not be canceled without first providing the County government with 15 days notice in writing sent to the Director of Administration. A new certificate of insurance shall be provided each renewal year at least 15 days prior to the expiration of the previous certificate.

(15) Reports by the ACCA/Audit: The ACCA shall provide to the Animal Care and Control Oversight Commission and Director of Administration all reports, documents and information as provided for in the Animal Care and Control Ordinance. An audit by an independent certified public accountant shall be submitted within 120 days after the end of the ACCA's fiscal year. The audit shall provide a report of revenues and expenditures related to this contract.

(16) Housing, Feeding and Costs of Animals Received by the ACCA: The ACCA shall house and feed all stray animals and other animals that it receives pursuant to the terms of this contract until either redeemed, destroyed or adopted at no additional expense to the County. All stray animals shall become the property of the ACCA at the end of the eight (8) day holding period.

(17) Assignability: The contract is between Cecil County and the ACCA and neither party can delegate or assign any of its rights or duties to any other person without the express written consent of the other party.

(18) Complete Understanding: This contract supersedes all prior contracts and understandings between the parties and may not be modified, changed or altered by any promise or statement by whomsoever made but may only be modified by further written agreement signed by both parties hereto.

(19) Severability and Governing Law: Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any claim or cause of action. In the event of a dispute between the parties arising under this contract, it is agreed between the parties that the law of the State of Maryland will govern the interpretation, validity and effect of this contract without regard to the place of execution or place of performance thereof.

(20) Signatures: Both the County and the ACCA agree to the above and acknowledge that this agreement has been duly approved and its execution duly authorized.

Witness

By: _____
James T. Mullin, President,
BOCC of Cecil County

Witness

By: _____
A Buddy for Life, Inc.
Principal