



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

23RFP052223C- MH

Animal Services

For

Emergency Management Services

Lifeline Animal Project

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CONTRACT AGREEMENT

Contractor: Lifeline Animal Project, Inc.
Contract No.: 23RFP052223C- MH, Animal Services
Address: 3180 Presidential Drive
City, State Atlanta, GA 30340
Telephone: (404) 272-2305
Email: rguinn@lifelineanimal.org
Contact: Rebecca Guinn
President

This Agreement made and entered into effective the 1st day of January 2024, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and Lifeline Animal Project, Inc., hereinafter referred to as "**Contractor**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Emergency Management Services department hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Contractor to provide animal services that will include all personnel, supplies, utilities, necessary insurances, equipment, and management services to include field operations, hereinafter, referred to as the "**Project**".

WHEREAS, Contractor has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Contractor agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Contractor, and Contractor hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Conditions [where applicable];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;

- VIII. Exhibit F: Purchasing Forms;
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms;
- XI. Appendix 1: Vehicle Lease Agreement and Vehicle Inventory;
- XII. Appendix 2: Fee Schedule;
- XIII. Appendix 3: Fulton County Animal Control Ordinance

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions, and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Contractor's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Contractor's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on November 1, 2023, BOC Item 23-0785.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Contractor agree the Project is to provide animal services that will include all personnel, supplies, utilities, necessary insurances, equipment, and management services to include field operations. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Contractor shall not be construed to exceed those services specifically set forth herein. Contractor agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. **DELIVERABLES**

Contractor shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Contractor shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Contractor in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Contractor shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed, and furnished by County in a timely manner so as not to unduly delay Contractor in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Contractor may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Contractor agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Contractor shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Contractor from County. The Contractor shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. **MULTI-YEAR CONTRACT TERM**

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on 1st day of January 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for four, (4) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

Option Period	Option Duration	Start Date	End Date
1	12 months	January 1, 2025	December 31, 2025
2	12 months	January 1, 2026	December 31, 2026
3	12 months	January 1, 2027	December 31, 2027
4	12 months	January 1, 2028	December 31, 2028

If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. COMPENSATION

Compensation for work performed by Contractor on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed \$9,080,000.00, (Nine Million Eighty Thousand Dollars and No Cents) for Year 1, commencing on January 1, 2024, through December 31, 2024. If renewed by the Board of Commissioners, the compensation for subsequent years contract amount includes cost adjustment increases per year for the services and the cost per year are not to exceed the annual costs listed below:

Option Year	Start Date	End Date	Amount Not to Exceed
1	January 1, 2025	December 31, 2025	\$ 9,352,400
2	January 1, 2026	December 31, 2026	\$ 9,632,972
3	January 1, 2027	December 31, 2027	\$ 9,921,961
4	January 1, 2028	December 31, 2028	\$10,219,620

ARTICLE 11. PERSONNEL AND EQUIPMENT

Contractor shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Contractor on all manners pertaining to this contract.

Contractor represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Contractor under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or subcontractor performing services on this Project by Contractor. No changes or substitutions shall be permitted in Contractor's key personnel or subcontractor as set forth herein without the prior written approval of the County. Requests for changes in key personnel or subcontractors will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Contractor, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Contractor must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Contractor will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The Contractor shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Contractor shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

- (1) Either County or Contractor may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Contractor refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will ensure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Contractor, terminate Contractor's right to proceed with the Project or such part of the Project as to which there has been delay. In such event,

the County may take over the work and perform the same to completion, by contract or otherwise, and Contractor shall be required to provide all copies of finished or unfinished documents prepared by Contractor under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Contractor's right to proceed with the work has been terminated, the Contractor shall be liable for any damage to the County resulting from the Contractor's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Contractor to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Contractor. If the Agreement is terminated for convenience by the County, as provided in this article, Contractor will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONTRACTOR

Contractor shall perform the services under this Agreement as an independent Contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee, or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Contractor represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Project by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONTRACTORS

Contractor will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s), or other Contractors. Contractor shall fully cooperate with such other related Contractors and County employees or appointed committees. Contractor shall provide within his schedule of work, time and effort to coordinate with other Contractors under contract with County. Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by County employees. Contractor shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Contractor in any manner.

ARTICLE 20. ACCURACY OF WORK

Contractor shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Contractor of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Contractor shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Contractor. Contractor shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Contractor, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Contractor of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Contractor shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Contractor to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to Contractor until Contractor complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Contractor.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Contractor's acts, errors, or

omissions in the performance of professional services, the Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Contractor/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Contractor and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Contractor, at Contractor's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Contractor (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Contractor shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged.

Within ten (10) Business Days after receiving written notice of the indemnification request, Contractor shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Contractor/Contractor is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Contractor in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Contractor) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Contractor shall retain its own separate counsel, each at Contractor's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Contractor's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Contractor has complied with all of Contractor's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Contractor has not complied with all of Contractor's obligations with respect to such claim, Contractor shall be obligated to pay the cost and expense of such separate counsel). Contractor may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Contractor or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Contractor agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Contractor pursuant thereto and any equipment paid for by County as a result of this

Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Contractor without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Contractor, but should any such information be released by County or by Contractor with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Contractor agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Contractor or any sub-Contractor is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Contractor shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Contractor and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Contractor has pre-existing proprietary rights and/or has otherwise been licensed to Contractor prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Contractor agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. **INSURANCE**

Contractor agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. **PROHIBITED INTEREST**

Section 27.01 **Conflict of interest:**

Contractor agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Contractor further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 **Interest of Public Officials:**

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Contractor shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Contractor without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Contractor of such termination. Contractor binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Contractor hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Contractor. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Contractor's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Contractor. Contractor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Contractor agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-Contractor, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Contractor shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Contractor must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Contractor to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Chief
Emergency Management
130 Peachtree Street SW, Suite G157
Atlanta, Georgia 30303
Phone: 404-612-5660
Email: joseph.barasoain@fultoncountyga.gov
Attention: Joseph Barasoain

With a copy to:

Chief Purchasing Agent
Department of Purchasing & Contract Compliance
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Contractor shall be addressed as follows:

Chief Executive Officer
Lifeline Animal Project, Inc.
3180 Presidential Drive Atlanta, GA 30340
Telephone: 4042722305
Email: rguinn@lifelineanimal.org
Attention: Rebecca Guinn

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

Section 36.01 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, Contractor state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-Contractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. **FORCE MAJEURE**

Neither County nor Contractor shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. **OPEN RECORDS ACT**

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Contractor acknowledges that any documents or computerized data provided to the County by the Contractor may be subject to release to the public. The Contractor also acknowledges that documents and computerized data created or held by the Contractor in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Contractor shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Contractor shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Contractor. The Contractor shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. **CONTRACTOR'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT**

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Contractor submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Contractor and the County, such that the Contractor's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the

Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. **INVOICING AND PAYMENT**

Contractor shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Contractor within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number

- d. Date(s) of Services Performed
- e. Itemization of Services Provided/Commodity Units

3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Contractor's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Contractor when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Contractor will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Contractor will be promptly paid by County.

Payment of Subcontractors/Suppliers: The Contractor must certify in writing that all sub-Contractors of the Contractor and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Contractor is unable to pay sub-Contractors or suppliers until it has received a progress payment from Fulton County, the prime Contractor shall pay all sub-Contractors or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Contractor; Release. The acceptance by the Contractor of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Contractor for work performed or furnished for or relating to the service for which payment was accepted, unless the Contractor within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.

ARTICLE 42. **PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time.

ARTICLE 43. **NON-APPROPRIATION**

This Agreement states the total obligation of the County to the Contractor for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Contractor in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. **WAGE CLAUSE**

Contractor shall agree that in the performance of this Agreement the Contractor will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:
Robert L. Pitts
14E1B4AA5F6A44A...
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONTRACTOR:

LIFELINE ANIMAL PROJECT, INC.

DocuSigned by:
Rebecca Guinn
AABFB5077AB0420...
Rebecca Guinn,
CEO

ATTEST:

DocuSigned by:
Tonya Grier
EEC476C4837648D...
Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



ATTEST:

DocuSigned by:
Miller Wood
D69B35A4C33246C...
Secretary/
Assistant Secretary

(Affix Corporate Seal)



APPROVED AS TO FORM:

DocuSigned by:
Denval Stewart
8B574564AEF0A66...
Office of the County Attorney

ATTEST:

Notary Public

APPROVED AS TO CONTENT:

DocuSigned by:
Joe Barasoain
C4D9F942EC31461...
Joseph Barasoain, Director
Emergency Management &
Homeland Security Agency

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____	RCS: _____	ITEM#: 23-0785	RM: 11/1/2023
RECESS MEETING		REGULAR MEETING	

ADDENDA

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.
8. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

The Contractor shall provide all personnel, all supplies, all utilities, and all equipment as hereinafter specified to perform those animal services set forth in the Scope of Services. The Contractor may, where identified and with written approval by Fulton County, subcontract services related to the care of animals under the resulting contract. The Contractor shall be fully responsible to the County for the acts and/or omissions of its subcontracted contractors and of persons either directly or indirectly employed by them.

1. ENFORCEMENT & SERVICE RESPONSE

Animal Services Officer(s) (ASO(s)) will generally assist in a professional manner, citizens and other public safety agencies who have requested help with domestic animal problems within their Area of Responsibility (AOR). ASO(s) shall respond to requests for services called into the Fulton County Emergency Services 911 Center via the public or municipal partners and after these priority responses are met (see, Response to Service Requests), the ASO(s) will patrol on a scheduled basis, areas of designated responsibility. ASO(s) will cite animal owners for violations of Fulton County Animal Services, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations. The ASO(s) will impound stray dogs, cats, and other animals that are subject to impoundment and when necessary, bring animals into the animal shelter under protective custody. ASO(s) will also enforce the quarantine of animals that have bitten a person(s) and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ASO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

The Contractor must provide services in accordance with the State of Georgia and Fulton County Animal Services. No other local or city animal Services will be enforced by the Contractor. Any changes to the Animal Services during the contract period may require this contract to be modified or otherwise amended to meet any new requirements or regulations promulgated under the State of Georgia or Fulton County Animal Services.

The Contractor shall maintain the capability to respond to calls for service on a 24 hours seven days per week basis to accomplish the required service request response times as outlined in Response to Service Requests.

Response to Service Requests

ASO(s) shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

1. Dog bites or animal attacks
2. Injured animals
3. Public Safety emergency calls
4. Quarantine violations

5. Cruelty to animals
6. Animals in custody
7. Loose animals
8. Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be no greater than forty-five (45) minutes. "Response time" means that period of time between receipt of a service request by dispatch, and when an Animal Services Officer arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than 4 hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than 24 hours.

Scheduled dispatch will be available at a minimum of 75 hours per week distributed throughout seven (7) days, Monday through Sunday, to provide coverage for the heaviest service request periods. Periodic adjustment of the times covered may be made by the Contractor as necessary but will be subject to Fulton County's designated Animal Services Contract Administrator for review and approval. To ensure an ASO(s) safety, public safety grade digital TDMA P25 compliant radios and radio communication shall be utilized between officers and the dispatching agency. This form of radio communication will reside on the Fulton County Countywide public safety grade radio system. ASO(s) shall be available for response service seven days per week on a schedule approved by the County's designated Animal Services Contract Administrator. At all times that there is not a regularly scheduled Animal Services Officer on duty, there shall be a designated on-call Animal Services Officer to respond to priority 1, 2 and 3 calls.

ASO(s) shall wear a uniform approved by Fulton County's designated Animal Services Contract Administrator. The uniform must be clearly and easily distinguished from any other uniform the Contractor may use for non-animal services purposes.

Example of such uniforms: Polo shirt Gray 5.11 Brand (or similar)
Pants OD Green or Navy Blue 5.11 Brand (or similar)
One color combination only (Gray/Blue or Gray/OD Green)
Dark brown or black boots or sneakers

Search and Seizure/ Impound of Animals

The Contractor shall establish policies and practices that comply with County and Municipal ordinances, regulations, and policies for impound of animals, as well as any applicable state laws for impound/search and seizure; and which comply with the Constitutional protections against unreasonable search and seizure. All impounded animals will be held for a minimum of seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Services Ordinance. The Contractor will document and use all reasonable efforts to locate the owner of each animal prior to any disposition.

Citations

Upon becoming aware of a possible violation, through request for service, personal observation, analysis of records and data, or other method, ASO(s) shall conduct a thorough investigation. If after conducting a thorough investigation, the ASO(s) find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Services and other applicable laws.

The Contractor will be required to complete the "thorough investigations" referenced in this section within 7 (seven) calendar days unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

2. CARE OF ANIMALS

The Contractor shall staff and operate the Fulton County Animal Services Center:

Fulton County Animal Services
1251 Fulton Industrial Blvd
Atlanta GA 30318

The principal activity at the center shall be the proper care of animals taken in as a result of impoundment, owner release, protective custody quarantine, and other reasons. The Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures. Proper care includes, but is not limited to, appropriate and sanitary food (FDA approved) and water, regular cleaning of kennels and cages, kindly handling, veterinarian care and/or medication that will alleviate animal suffering as determined by a veterinarian, and a vaccination schedule (including rabies). All vaccines given to an animal will be charged to the animal's owner according to the fee schedule approved by Fulton County's designated Animal Services Contract Administrator unless the owner of the animal has proof that the animal is current on the particular vaccines given. It shall be the Contractor's responsibility to promptly attempt to notify the owner of any animal taken into custody when the owner can be identified. Notification shall be made within 24 hours by phone and if contact is not made, a certified, return receipt requested letter shall be sent to the owner within the 24-hour time frame. Records shall be kept on owner contact attempts and any successes made by staff and/or volunteers.

Animals shall be kept at the center at least as long as prescribed under Fulton County animal Services. All animals will be scanned for implanted microchips. Fulton County's designated Animal Services Contract Administrator may further specify and reasonably revise the animal care standards for incorporation by the Contractor into the Contractor's manual of policies and procedures.

Veterinarian Services

The Contractor will obtain the services of at least one (2) Veterinarian licensed by the State of Georgia and must ensure that they are in good standing with the Georgia State Board of Veterinary Medicine. The Contractor shall provide space at the center to treat animals under the center's care. The veterinarian shall provide on-site scheduled and necessary veterinary care and oversight of animals in the facility a minimum of forty (40) hours per week, at least (5) days per week excluding approved animal services center holidays, and at additional non-scheduled times as required by the contract. On days where a veterinarian is not on site to perform animal care services, an appropriate number of licensed veterinary technician(s) shall be present to provide this care. Sick or injured animals shall be taken off site to subcontracted Veterinary clinics for immediate treatment when necessary.

At the animal services center, the veterinarian shall be responsible to supervise vaccinations, evaluate potential adoptability, and supervise the necessary euthanasia of animals. The veterinarian will direct and monitor the care of injured and/or sick animals, and control drug supplies.

Arrangements shall be made with other licensed veterinarians for after- hours and emergency treatment of animals and consultation with animal services staff when the regular veterinarian is not available. These services shall be considered a "subcontracted services" under the contract. The Contractor shall be responsible for and include the cost of these services. All subcontracted services, including veterinarian services, must be in writing and approved by the County's designated Animal Services Contract Administrator.

The Contractor shall immediately attempt to identify and notify the owner of an injured animal and inform the owner of the need for veterinary care. Notification shall be made within 24 hours by phone and if contact is not made, a certified, return receipt requested letter shall be sent to the owner within the 24-hour time frame. The Contractor is required to treat any injured animal that is brought to the center by Contractor employees if the animal is licensed or otherwise identified as to its owner. Whether or not the owner is known, the Contractor shall pay up to a maximum of \$150 for any services which are necessary to stabilize the animal and which are rendered as set forth in written agreements with the veterinarians or clinics which treat injured animals brought in by Contractor employees. The Contractor is to provide an examination of injured or sick animals that are brought to the Animal Services Center by good Samaritans; however the Contractor is not responsible for those taken to other clinics for treatment. If the Contractor decides to provide veterinary care in excess of the maximum amount of \$150 per injured animal, they may do so provided they use their own private funds or donations.

Disaster Preparedness

In collaboration with the County's office of Emergency Management, the Contractor shall develop and implement a disaster preparedness plan for the Animal Services Facility to include, but limited to, the following in the event of a disaster: phone/radio contact and protocol, animal evacuation and care, and paperwork processes during computer down time, alternate location, evacuation protocol, mass care protocol (shelter impacted by widespread issue).

3. REDEMPTION, ADOPTION, DISPOSAL OF ANIMALS

The Contractor shall, in accordance with Fulton County Animal Services, release animals back to their owners after the latter have paid the prescribed fees. It shall be the Contractor's responsibility to promptly, within 24 hours, attempt to notify the owner of any animal taken into custody when the owner can be identified. The Contractor shall make at least three documented attempts to contact the owners of any stray animal that has current identification of any type which provides information necessary to contact its owner.

The Contractor shall promote and administer the adoption of unclaimed animals to responsible persons. All unclaimed animals will be evaluated for potential adoptability after seven (7) days of impound. Each dog, cat and ferret over the age of three months selected for adoption will be given, if not currently vaccinated, a rabies vaccination before or at the time of adoption.

Animals which are not reclaimed or adopted shall be euthanized as specified under Fulton County animal Services. Remains of euthanized animals shall be disposed as specified under Fulton County animal Services. All adopted animals must be implanted with microchips (Use of Chip implants for animal identification).

Web Based Informational Program

A web based informational program will be established and maintained promoting the activities of the animal Services. These activities will include but not be limited to adoptions, adoptable animals, hours of operations, policies, facilities locations, contact numbers, list of animals within the shelter and other information that would be beneficial to the public.

4. MANDATORY STERILIZATION

The Contractor shall enforce the Fulton County Animal Services Ordinance which requires the sterilization of all cats and dogs adopted from Fulton County Animal Services. All sterilizations must be conducted before the animal goes to its new adoptive home; provided, however, that if a delay in sterilization is recommended for medical reasons, Contractor may finalize an adoption so long as satisfactory evidence is received that the animal will be sterilized according to veterinary recommendations.

5. LICENSING

The Contractor shall administer the licensing of individual animals and animal facilities as stated in this agreement. Before issuing facility licenses, the Contractor shall inspect the facility premises for adherence to the facility standards of Fulton County Animal Services.

The Contractor shall conduct a license promotion and educational outreach program to foster an increase in compliance with licensing requirements. The Contractor must provide to the County's designated Animal Services Contract Administrator for approval a complete description of the license campaign program to be used to significantly increase dog license compliance.

6. CUSTOMER SERVICE

The Contractor shall manage the Animal Services Center twenty- four (24) hours per day, 365 days per year and shall have, at an absolute minimum, two paid staff within the Animal Services Center at least eight (10) hours per day. The Contractor shall open the facility to the public at least 56 (fifty-six) hours per week, apportioned over 7 (seven) days per week, with the exception of the holidays as approved by the Fulton County Board of Commissioners, and will be open to the public at least 6 hours per day on Saturday and Sunday, in accordance with a schedule approved in writing by the County's designated Animal Services Contract Administrator.

Citizens will be able to adopt, claim and turn in animals, purchase licenses, and conduct related business during the approved hours the facility is open to the public. During after-hours and holidays the Contractor will provide a skeleton crew to feed/care for the animals at the Animal Services Center and place animal services officers in the field to respond to high priority calls.

A customer service recorded telephone message shall be used by the Contractor during hours the center is not open to the public and staff is not available to directly answer incoming telephone calls. The customer service message shall allow the caller to leave a message or transfer to dispatch where they will have the option of speaking to a live person if the call pertains to an animal services issue.

7. COMMUNITY ENGAGEMENT

The County emphasizes the need for the Contractor to develop and maintain positive public relations. The Contractor shall ensure that all staff and volunteers serve as an information and problem-solving resource and consistently provide prompt and courteous responses to the public.

The Contractor shall be required to perform certain educational and public relations tasks in order to: decrease the number of unsterilized animals in Fulton County; reduce the number of dog bites; increase the number of animals licensed; increase the number of animals adopted; and present information regarding animal Services. The Contractor shall include outreach education to disabled individuals and other organizations representing disabled persons. These tasks will be accomplished through:

- education programs in the schools;
- various civic and service groups,
- ongoing media announcements,
- messages, interviews, and press releases;
- tours of the Animal Services Center;
- displays and promotional materials at fairs,
- dog shows and similar public functions;
- events at the animal Services center,
- requested attendance at Animal Services Advisory Board meetings; and,
- other similar projects as requested by Fulton County's designated Animal Services Contract Administrator.

The Contractor shall initiate participation in media, public education, and public relations activities in addition to responding to invitations. Public Relations/Education events and publications shall be coordinated with the County and receive prior approval from Fulton County's designated Animal Services Contract Administrator.

The Contractor will develop and employ written procedures to accommodate members of the public with hearing impairments or other disabilities. Such procedures must include arrangement for sign interpreters and access to (TTY/1- 11) service. This service may be provided by independent subcontract, properly reviewed and approved by the County's designated Animal Services Contract Administrator. The Contractor will independently arrange for these services when required.

Release of Information to the Public

The Contractor will comply with established policies and practices and applicable laws and County guidelines for release of information to the public. The Contractor's policy and procedure manual shall include a policy on release of information to the public that reflects these practices, laws, and guidelines. The Contractor will comply and assist in the preparation and publication of all open records requests through the County Attorney's Office.

8. USE OF CHIP IMPLANTS FOR ANIMAL IDENTIFICATION

The Contractor will scan all animals for implanted chips which are brought into the Animal Services Center facility. If a chip is discovered within an animal during the scanning process, the chip will be used to assist in identifying the owner of the animal. The Contractor will notify the owner of the implanted animal for reclamation purposes. The owner of the animal is responsible for all fees connected with the use of chip implants. All adopted animals must be implanted with microchips.

9. PERFORMANCE STANDARDS

The County will assess Contractor performance primarily in terms of the items listed below.

1. Timely response to requests for service as outlined in Response to Service Requests
2. Number of redemptions by percentage
3. Number of adoptions by percentage
4. Number of dog licenses issued
5. Responsiveness to Contractor service complaints (*see below)
6. Timeliness and accuracy of required monthly reports
7. Work hours expended (enforcement and non-enforcement hours).
8. Responsiveness to Administration Requests for Information
9. Requests for Improved or Modified Services

Responsiveness to Administration Requests for Information

All complaints submitted in writing to the Contractor by the general public (on a County approved form) or are received by the County regarding Contractor services and are referred back to the

Contractor to address and resolve. Regarding these complaints, the Contractor will be required to report in writing to the County within the time period specified in the referral for each complaint.

Requests for Improved or Modified Services

The Animal Services Contract Administrator may forward to the Contractor, written or oral communication requesting information and/or Improved or Modified Services". These written or oral requests will be related to some provision of animal services. Requested information may require the Contractor to forward an existing record or document or construct the information to provide response. Improved or modified service requests will be initiated after administrative review and may require the Contractor change practice or policy to accomplish the request. The Contractor shall comply with these requests; a reasonable due date established by the County's designated Animal Services Contract Administrator for response/implementation will be provided.

10. ANIMAL SERVICES SERVICE UTILIZATION FEES, FEE COLLECTION/ DISPOSITION

In accordance with established County procedures, the Contractor shall report quarterly the collection of all animal services fees authorized by Fulton County Animal Services, fee schedule is attached as Appendix 2, expenditures and asset purchases. Copies of receipts for operating supplies in excess of \$1,000.00 purchased with County contract funds shall be provided with the monthly report for the month in which such equipment was purchased. Asset purchases are defined as any operating supplies that exceed \$1,000.00. Copies of receipts for operating supplies in excess of \$1,000.00 purchased with County contract funds shall be provided with the monthly report for the month in which such equipment was purchased. Formal procedures and safeguards shall be in place for the collection, separation by type, reconciliation, and deposit of all fee monies. The Contractor will be required to accept payment by cash, check and credit card. The Contractor will be responsible to follow-up Non-Sufficient Fund checks. The Contractor will be responsible to track and record new and existing accounts with unpaid fees and to pursue collection of outstanding fees.

The monthly report shall reflect all anticipated revenue, expenditures and asset purchases from all proposed animal Services activities.

11. FACILITY, FURNISHINGS, CAPITAL EQUIPMENT & SUPPLIES

Facilities

The Contractor shall perform all required animal services including adoptions at the County owned Animal Services Center located at 1251 Fulton Industrial Blvd, Atlanta GA 30318 unless written approval is obtained from Fulton County's designated Animal Services Administrator.

Repairs and Maintenance

While this contract is in effect the County will provide and directly pay for all necessary building repair and physical plant maintenance. The Contractor is responsible for the cleaning of the facility and grounds including keeping the kennels, in a clean and sanitary condition and the daily removable of trash from the Animal Service Center.

Use of Existing County Equipment

The County is responsible for the replacement of County-owned equipment. Any requests for equipment replacement must be submitted to the Fulton County's designated Animal Services Contract Administrator in writing which includes supporting documentation as to why the item needs to be replaced. The Contractor shall utilize existing County owned capital equipment including vehicles, radios, office furniture and machines, electronic equipment, cages, appliances, lockers, kennel equipment, food dispensing devices, veterinary equipment and euthanasia facilities.

Computer Hardware and Software

The County is responsible for the replacement of County-owned hardware and software. Any requests for replacement of hardware and software must be submitted to the County's designated Animal Services Contract Administrator in writing. The Contractor shall utilize existing County owned hardware and software.

Operating Supplies

The Contractor shall be required to purchase all operating supplies with contract funds. These include but are not limited to:

- approved forms (with the exception of citations, summonses and complaint forms)
- educational and promotional materials;
- paper;
- toner;
- disposable computer supplies;
- medicines;
- cleaning tools and detergents;
- disinfectants;
- uniforms and kennel garments;
- ASO(s) equipment (e.g. bags, first aid kits, flashlights);
- stretchers;
- approved animal feed;
- license tags, and cat and dog traps.

The Contractor must provide animal traps as needed for ASO(s) to fulfill their duties under the Fulton County Animal Services Ordinance. All supplies purchased with contract funds remain the property of Fulton County, so supplies remaining from the last contract period may be available to the incoming Contractor, however the County does not guarantee inventory or condition. Contractor shall plan to conduct an operating supply inventory and purchase needed supplies at the beginning of the contract period.

12. VEHICLES

The Contractor will be required to utilize and maintain the existing County owned vehicles assigned for animal Services activities and other replacement vehicles as specified in Replacement of Vehicles. An inventory of vehicles is included in Appendix 1, Vehicle Lease Agreement and Vehicle Inventory. Any requests for vehicle maintenance and/or replacement must be submitted in writing to the County's designated Animal Services Contract Administrator for approval. The Contractor must maintain all the vehicles to be in a safe, professional condition. Records must be kept on all maintenance, problems, and mileage. The Contractor must provide proof of automobile liability insurance.

Replacement of Vehicles

The County is responsible for the replacement of County owned vehicles unless the vehicle is damaged/destroyed by the Contractor. In that case, the contractor will utilize their insurance to replace the damaged/destroyed vehicle. Any requests for vehicle replacement must be submitted in writing to the County's designated Animal Services Contract Administrator. The Contractor shall not be deemed in violation of this contract for any delays by the County in the purchase of the replacement vehicles.

Vehicle Maintenance and Repair

The Contractor is responsible for all vehicle maintenance and repairs.

Fuel

The Contractor is responsible for all fuel costs. The County will provide Contractor with fuel cards that can be used at the County's fuel depots. All charges for fuel will be billed and invoiced monthly to the Contractor.

13. RADIO EQUIPMENT

The Contractor must utilize the radio equipment for communication between the field and central dispatch provided by the County. The field radios and the control station must be compatible with and operate as part of Fulton County's Project 25 (P25) Phase 2 800Mhz trunking standards-based digital network radio system. This system utilizes Motorola equipment at 800 MHz. The purpose of this requirement is to enable animal services personnel to communicate as necessary with other municipal enforcement agencies and personnel. Also, the animal services staff will be able to coordinate with the Fulton County Office of Emergency Management for coordination of activities related to care of animals in the event of a community disaster or emergency.

14. PERSONNEL

The Contractor shall employ an Animal Services Center Manager to supervise the staff and operations of the center. The manager must have a minimum of five (5) years supervisory experience at an animal Services shelter or at a humane society with a physical shelter location which houses more than 4000 animals per year, of which at least two (2) years must have been

as the Executive Director or Shelter Director at the animal services or humane society. Formal education may be substituted for up to three (3) years of the non- management experience. The Animal Services Center Manager position is subject to approval by Fulton County's designated Animal Services Contract Administrator.

Minimum Staffing

The Contractor must provide the minimum staffing requirements listed in Table 1, Enforcement Staff and Table 2, Center Staff (Non- Enforcement), to include the positions, number of full time equivalent (FTE) indicated and the minimum experience required.

The Contractor may elect to staff at a higher level or create or establish positions not listed in minimum staffing. Any additional staff does not count toward the minimum required staffing.

Table 1: Enforcement Staff Field and Dispatch Personnel

<i>Position</i>	<i>Full-Time Equivalent (FTE)</i>	<i>Minimum Experience</i>
Animal Services Enforcement Director	1	Four (4) years animal services experience and two (2) years supervisory experience.
Animal Services Enforcement Supervisor	4	Two (2) years animal services experience and two (2) years supervisory experience.
Animal Services Enforcement Cruelty Investigator	2	Two (2) years animal services enforcement experience and one (1) year experience as an investigator or similar.
Animal Services Enforcement Officer	20	Six (6) months experience animal services experience. One (1) year formal education in a related field maybe substituted for six (6) months experience.
Animal Services Enforcement Support Staff	3	Minimum one (1) year experience in customer service.
<i>Sub-Total Enforcement</i>	<i>30</i>	

Table 2: Center Staff (Non-Enforcement) to provide for animal care, disposition, animal licensing and customer service

Position	Full-Time Equivalent (FTE)	Minimum Experience
Director of Animal Services	1	Minimum of five (5) years supervisory experience at an animal services shelter or at a humane society with a physical shelter location which houses more than 4000 animals per year, of which at least two (2) years must have been as the Executive.
Kennel Manager	1	Minimum of two (2) years paid experience in animal care in animal services facility, humane society, and/or a veterinary clinic. One (1) year of supervisory experience.
Kennel Supervisor	2	Minimum of two (2) years paid experience in animal care in animal services facility, humane society, and/or a veterinary clinic. One (1) year of supervisory experience
Kennel Support Staff	20	Minimum three (3) months animal care experience, either paid or volunteer.
Veterinarian	2	Minimum of one (1) year of animal care experience, either paid or volunteer.
Registered Veterinary Technician	1	State licensed, minimum of one (1) year of animal care experience, either paid or volunteer.
Veterinarian Support Staff	7	Minimum of one (1) year animal care experience, either paid or volunteer.
Clinic Manager	1	Minimum of two (2) years paid experience in animal care in animal services facility, humane society, veterinary clinic and/or animal boarding facility. One (1) year of supervisory experience.

Animal Intake Specialist	4	Minimum three (3) months animal care experience, either paid or volunteer.
Customer Service Manager	1	Minimum one (1) year experience in customer service. One (1) year of supervisory experience.
Customer Service Representative	7	Minimum one (1) year experience in customer service.
Placement/ Adoption/ Rescue/ Foster Supervisor	2	Minimum one (1) year experience in the field of Placement/Adoption/Rescue/Foster services. One (1) year of supervisory experience.
Placement/ Adoption/ Rescue/ Foster Support Staff	7	Minimum one (1) year experience in in the field of Placement/Adoption/Rescue/Foster services.
Adoption Counselor	3	Minimum three (3) months animal care experience or in the field of Placement/Adoption/Rescue/ Foster services.
Community Support Manager	1	Minimum one (1) year experience in the field of Placement/Adoption/Rescue/Foster services. One (1) year of supervisory experience and one (1) year of community outreach and or education.
Community Support Coordinator	2	Minimum one (1) year experience in the field of Placement/Adoption/Rescue/Foster services. and one (1) year of community outreach and or education.
Administrative Assistant	1	Minimum one (1) year experience in customer service, administrative functions,
Custodial Staff	2	Minimum one (1) year experience in maintenance and facility support
<i>Sub-Total Other Staff</i>	67	
<i>TOTAL</i>	97	

Training

The County emphasizes the need for training of staff and volunteers at the time of hire and on a regular continuing basis. A planned effective training program can enhance communication and accountability and have a positive impact on service to customers, complainants and animal owners.

The Contractor should provide a fully developed staff training plan including training organizations and a schedule showing course descriptions/topics and hours of training to be provided for each position. Emphasis should be given to customer services for purposes of consistent, prompt, courteous and complete response to all field and center service requests. Because of the importance of effective customer service training, the Contractor will be required to have an ongoing system of obtaining feedback about, assessing and improving quality of services provided by staff, this system should be addressed in the response.

The Contractor shall be responsible for providing fully trained personnel in all aspects of contract performance including proper enforcement procedures and techniques.

Prior to the start of the contract, the Contractor shall provide to all staff a professional training course in conflict resolution. Any new staff hired will also be provided similar training in conflict resolution prior to starting work. Thereafter, professional conflict resolution training will be provided to all staff on a regular annual basis.

The Contractor shall provide 25 hours of enforcement training conducted by the National Animal Control Association (NACA) Training Academy or other professional enforcement organization. Training should include but not be limited to:

- animal behavior and capture techniques;
- investigation techniques interviewing, evidence collection, and report writing; and laws.

This training shall be provided to the Animal Services Field Operations Director, Animal Services Enforcement Supervisor, all Animal Services Officers, and Dispatchers. These staff will have completed the training within three months of hire and prior to performing field duties on their own. * It is acceptable for new hires to assist other Officers in the field prior to completing the professional enforcement training. In the event a new hire has completed the NACA Level I or H training or other professional animal services training within the last two years, and their training attendance and completion is confirmed in writing by the contractor to the County's designated Animal Services Contract Administrator contract administrator, the Contractor may waive this requirement for that individual. Additionally, the Contractor shall provide to all enforcement staff a minimum of 25 hours NACA-sponsored or other relevant enforcement training sponsored by a professional organization on an annual basis. This training does not include the regular ongoing training provided by the Contractor.

(*Fulton County's designated Animal Services Contract Administrator the County can waive the requirement of enforcement staff having NACA Level I or II training or other approved 40-hour enforcement training courses within three months of hire and prior to performing field duties on their own within one (1) year of being hired to allow the Contractor to arrange for this staff training.)

The Contractor is also required to provide a minimum of 40 hours relevant training per year per full time equivalent staff position for all other non- enforcement staff. These 40 hours of training are over and above the conflict resolution training. A minimum of 8 of the 40 training hours shall be completed in the first quarter of employment for each non-enforcement staff. The required 40 hours per year training will be provided by professional resources and does not include the regular ongoing training provided by the Contractor.

All training curriculum and courses must be submitted and approved in advance by the County's designated Animal Services Contract Administrator the Animal Services Contract Administrator.

Staff hours worked by individuals not meeting the training requirements do not count toward minimum staffing hours. Penalties will be assessed if minimum staffing hours and training requirements are not met. The County's designated Animal Services Contract Administrator the County will waive the requirement of enforcement staff having NACA Level I or II training or other approved 40-hour enforcement training courses within three months of hire and prior to performing field duties on their own within one (1) year of being hired to allow the Contractor to arrange for this staff training.

15.VOLUNTEER PROGRAM

The Contractor shall have an active volunteer program to support the center and related activities. The County encourages the use of volunteer support in all aspects of the program except field enforcement. The volunteer program will be guided by a manual containing policies and procedures similar to those for employees. Contents of the manual should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, and a process for dismissal.

Activities for which use of volunteers should be considered include:

- contacting rescue groups and individuals;
- distributing information about services and animals to the community;
- contacting owners of impounded animals;
- surveying customers about quality of service provided

Volunteers shall be utilized for the following activities: cleaning cages and pens; feeding and watering; animal walking/exercising; grooming; and assisting potential adopters with animal selection and familiarization. The Contractor is required to carry insurance on volunteers including coverage for volunteer interaction of animals.

16. RECORDS & REPORTS

Year-to-Date Records

On forms and computer media approved by Fulton County's designated Animal Services Contract Administrator the Animal Services Contract Administrator, the Contractor shall keep complete year-to- date records and files of the following:

1. Requests for service and responses specifically identified by municipality or unincorporated area
2. Written dispatch logs
3. Investigation reports
4. Animal bite cases
5. Dangerous dog's reports
6. Rabies calls and cases
7. Cruelty investigations
8. Animal intake and history at the Center
9. Dispositions of all animals, including adoption, redemption, euthanasia
10. Spay and neuter documentation
11. Medical treatment administered
12. Rabies vaccination certificates
13. Licenses issued, expired licenses
14. Fees collected and deposited
15. Unpaid citations and collections documentation
16. Correspondence with the Department of Health and Human Services
17. Personnel records which include applications, performance reports, training certificates/records and qualifications/experience
18. Notices of Violation written, issued, outstanding and closed
19. Hearings/Court decisions/records
20. Complaints
21. Records and documentation of volunteer activities
22. Refund Requests
23. Officer Logs
24. Staff pays and hours worked by individual/job title
25. Veterinarian hours/days worked
26. Facility room use schedule and signed agreements
27. Inventory including equipment and supplies
28. Purchasing logs and receipts

Quarterly Monthly Reports

In accordance with the format approved by the County's designated Animal Services Contract Administrator, the Contractor shall provide monthly, including year- to-date, reports of the numbers and characteristics for the items listed below.

Monthly reports shall be due to Fulton County by the 30th day after the end of the month and should include the following information:

1. Requests for service
2. Response times by category
3. Location of request for service, including full street address, as well as actions taken
4. Calls received delineated by municipality including areas of unincorporated Fulton County
5. Bites
6. Rabies
7. Cruelty investigations
8. Dangerous Animals
9. Classified animals handled, by level
10. Animals taken in by category (dog, cat, live, etc.)
11. Licenses issued by category (facility, animal license, duplicates, contractor licenses)
12. Rabies certificates collected, by category (dog, cat, other)
13. Fees by category, refunds of spay/neuter and rabies deposits
14. Patrol Miles Driven
15. Number of personnel employed
16. Monthly staffing numbers by position
17. Work hours performed by position
18. Staff turnover statistics
19. Notices of Violation issued, by code violation
20. Volunteer hours worked and summary of activities
21. Staff training completed
22. Public education statistics, and summary of activities
23. Disposition of animals by category and animal species
24. Returned adoption statistics
25. List all asset purchases
26. A categorical listing by line item of expenditures and income as based on Contractor's budget.

Property Reports

In a format approved by the County's designated Animal Services Contract Administrator, the Contractor shall provide a monthly inventory report specifying current animal services supplies and equipment. Copies of receipts for equipment purchased with County contract funds shall be provided with the monthly report for the month in which such equipment was purchased. Monthly property reports shall be due to Fulton County by the 30th day after the end of the month.

Policies and Procedures

Within 60 days of commencement of this contract, the Contractor must establish and implement written protocols, policies and procedures that comply with all standards and requirements of the contract and comply with the State of Georgia and Fulton County

Animal Services and entitled "Standard Operating Procedures". The Contractor shall provide the Standard Operating Procedures in electronic format to the County's designated Animal Services Contract Administrator for approval. The Contractor will maintain a system of control over revisions to such policies and procedures, will obtain the County's designated Animal Services Contract Administrator approval prior to distribution, and will distribute any and all approved revisions to the County within 5 working days. Until comprehensive policies and procedures are approved, the Contractor shall operate in compliance with previously approved policies and procedures. All animal Services policies and procedures developed by the Contractor shall be the property of the County.

The Policies and Procedures shall include:

- Policies and Procedures for Field Services to include but not limited to operations, response, training, handling of animals, de-escalation techniques used by field personal, investigative techniques and vehicle operations.
- Policies and Procedures for Shelter to include but not limited to customer services, handling of animals, care of animals, volunteer operations, foster care, processing of intake of up to 50 animals per day, shelter operations, veterinarian operations and animal handling and shelter safety and security.

17. OTHER REVENUES

The Contractor shall use all fees and revenue collected in connection with Fulton County Animal Service, including but not limited to (a) proceeds of this Agreement, (b) animal service fees: pet licensing fees; impound, quarantine, boarding, adoption and other animal services fees charged to the public (service fees); (c) Clinic revenue through offering veterinary services to the public at the facility's Veterinary Clinic, and (d) grants, exclusively for animal services to fulfill its duties under this Agreement. The only fees which may be charged to the public are those authorized by County ordinance. All fees collected from the public in connection with Fulton County Animal Services will be accounted for and a report sent to the County's designated Animal Services Contract Administrator.

EXHIBIT D

PROJECT DELIVERABLES

Project Deliverables are Contained in the Scope of Work

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate Contractor for all services performed under this Agreement in an amount not to exceed \$9,080,000.00 (Nine Million Eighty Thousand Dollars and No Cents) for Year 1, contract term commencing January 1, 2024, through December 31, 2024.

If renewed by the Board of Commissioners, the compensation for subsequent years contract amount includes cost adjustment increases per year for the services and the cost per year are not to exceed the annual costs listed below:

Option Year	Start Date	End Date	Amount Not to Exceed
1	January 1, 2025	December 31, 2025	\$ 9,352,400
2	January 1, 2026	December 31, 2026	\$ 9,632,972
3	January 1, 2027	December 31, 2027	\$ 9,921,961
4	January 1, 2028	December 31, 2028	\$10,219,620

The annual not to exceed amount is comprised of:

Total Operation Expenses

1. Non-personnel expenses
2. Salaries, wages and related costs

Total Animal Services Fees

1. Animal service fees
2. Clinic revenue

Private donations will not be used to offset operating expenses of Animal Services.

EXHIBIT F

PURCHASING FORMS

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** LifeLine Animal Project, Inc. on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

1378952

EEV/Basic Pilot Program* User Identification Number

[Signature]

BY: Authorized Officer of Agent (Insert Contractor Name) **LifeLine Animal Project, Inc.**
Chief Executive Officer

Title of Authorized Officer or Agent of Contractor

Rebecca Guinn

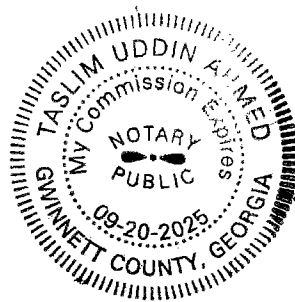
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 6th day of JULY, 2023

Notary Public: Taslim Uddin Ahmed

County: WINNETT

Commission Expires: 09/20/2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

STATE OF GEORGIA
COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** Lifeline Animal Project, Inc. behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

436389

EEV/Basic Pilot Program* User Identification Number

Christopher A. Richey

BY: Authorized Officer of Agent (Insert Subcontractor Name)

President

Title of Authorized Officer or Agent of Subcontractor

Christopher A. Richey

Printed Name of Authorized Officer or Agent

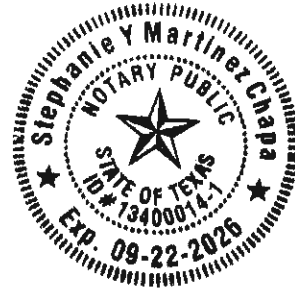
Sworn to and subscribed before me,

This 5th day of July, 2023

[Signature]

(Notary Public)

(Seal)



Commission Expires: September 22, 2023
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Chief Executive Officer: Rebecca Guinn

Board of Directors: Anisa Telwar Kaicker, Chair; A. Elizabeth Patrick, Vice Chair; Marcia Jerding, CPA, Treasurer; Miller Wood, Secretary; Katherine Abreu; Julie Beaty; Carolyn Bibb; Margaret Brownlee; Kristin Doherty; Michele Etheredge; Dr. Chynna Steele Johnson; Craig Koch; Tiffany Nealy; Heather Reich; Sarah Rothwein; Cheryl Scheck

Business Address: 3180 Presidential Dr, Atlanta, GA 30340

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

LifeLine Animal Project is an IRS 501(c)(3) non-profit organization founded in 2002. In 2013, LifeLine was awarded the contract to manage Fulton County Animal Services. Additionally in 2013, LifeLine was awarded the contract to manage the DeKalb County animal shelter. Both contracts were renewed each year and were awarded to LifeLine a second time in both counties in 2018. Again, both contracts were renewed each year since awarded. The Fulton County contract was extended through 2023, and the DeKalb County contract is expected to be extended through 2024 until a new RFP is issued. LifeLine has operated one spay/neuter veterinary clinic in College Park since 2010. Its first spay/neuter clinic, originally located in Avondale Estates from 2005 until 2019, moved to its current Atlanta location in 2019 and expanded to provide affordable full-service veterinary care to the public. LifeLine's clinic operations are partially funded through fees for service. LifeLine's additional operations, including its animal shelter, veterinary services for those in need and community outreach programs, are funded by philanthropic support from individuals, business, and foundation grants.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LifeLine Animal Project, Inc. currently manages Fulton County Animal Services pursuant to the contract with Fulton County. Otherwise, no LifeLine employee, agent or representative has had any business relationship with Fulton County, received revenues from Fulton County, or received revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County, and no such relationship exists.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 6 day of July, 2023

LifeLine Animal Project, Inc.

(Legal Name of Proponent)

(Date)

[Handwritten Signature]

(Signature of Authorized Representative)

(Date)

Rebecca Guinn
Chief Executive Officer

(Title)

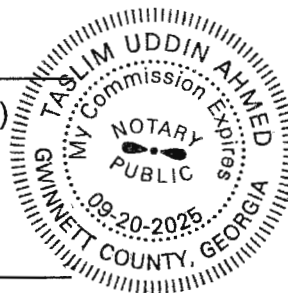
Sworn to and subscribed before me,

This 6th day of JULY, 2023

[Handwritten Signature]

(Notary Public)

(Seal)



Commission Expires 09/20/2025

(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: **LifeLine Animal Project, Inc.**

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant _____

Professional License Type:

Veterinary Medicine

Professional License Number:

**Ian Eliot Flowers, DVM
VET009734**

Expiration Date of License:

12/31/2024

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Rebecca Guinn

Date: **July 10, 2023**

(ATTACH COPY OF LICENSE)



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

Licensee Details

Licensee Information

Name: Ian Eliot Flowers

Address:

Atlanta GA 30316

Primary Source License Information

Lic #: VET009734	Profession: Veterinary Medicine	Type: Veterinarian
Secondary:	Method: Application	Status: Active
Issued: 2/24/2017	Expires: 12/31/2024	Last Renewal Date: 1/2/2023

Associated Licenses

No Prerequisite Information

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: July 6, 2023 14:12:54

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at [844-753-7825](tel:844-753-7825).

**STATE OF GEORGIA
COUNTY OF FULTON**

form E: Local Preference AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror LifeLine Animal Project, Inc. is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

LifeLine Animal Project, Inc.

(BUSINESS NAME)

2533 Sullivan Rd, College Park, GA 30337

(FULTON COUNTY BUSINESS ADDRESS)

Chief Executive Officer

(OFFICIAL TITLE OF AFFIANT)


Rebecca Guinn

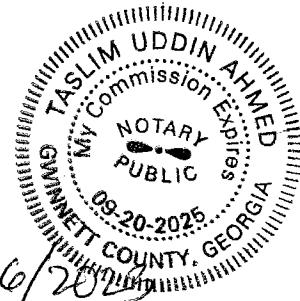
(NAME OF AFFIANT)


(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 6th day of JULY, 2023


(Notary Public) (Seal)



Commission Expires: 09/20/2025 07/06/2025
(Date)

2023

City of College Park
3667 Main Street, College Park, Georgia 30337
OCCUPATION TAX CERTIFICATE

Business Classification

VETERINARY SERVICES

Expiration:

12/31/2023

License #

9246

Licensee Name

LIFELINE ANIMAL PROJECT INC

Name of Business

LIFELINE SPAY & NEUTER
CLINIC

Business Location

2533 SULLIVAN RD
COLLEGE PARK, GA 30337



This certificate must be posted in a conspicuous place.

This certificate entitles business to be conducted in the conformity with and subject to the provisions of the ordinances of the City of College Park and the laws of the State of Georgia.

Shavala Moore
City Clerk

NOT APPLICABLE

**STATE OF GEORGIA
COUNTY OF FULTON**

**form F: SERVICE DISABLED VETERAN Preference AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires: _____
(Date)

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION


“Know all persons by these presents, that I/We (Rebecca Guinn),
Name

CEO LifeLine Animal Project, Inc.
Title Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Rebecca Guinn **TITLE:** CEO

SIGNATURE:  _____

ADDRESS: 3180 Presidential Dr, Atlanta, GA 30340

PHONE NUMBER: 404-272-2305 **EMAIL:** rguinn@lifelineanimal.org

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name LifeLine Animal Project, Inc.

ITB/RFP Name & Number: RFP 23RFP052223C- MH - Animal Services

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , is a minority or female owned and controlled business enterprise. **African American (AABE)**; **Asian American (ABE)**; **Hispanic American (HBE)**; **Native American (NABE)**; **White Female American (WFBE)**; **Small Business (SBE)**; **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

Or \$
% **97.67%**

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$) \$10,000

Total Percentage of Certified Subcontractors: (%) 0.11%

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:  **Title: CEO**

Business or Corporate Name: LifeLine Animal Project, Inc.

Address: 3180 Presidential Dr, Atlanta, GA 30340

Telephone: (404) 272-2305

Fax Number: (404) 348-0223

Email Address: rguinn@lifelineanimal.org

EXHIBIT B2 FORM

SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
PetData, Inc.	CRichey@petdata.com	Irving, TX, 469-916-4515	N/A	N/A	N/A	Pet Licensing Administration	\$200,000	2.22%
Clifton Harrison, CPA, PC	cpa1040pc@gmail.com	Dunwoody, GA, 770-262-7282	African American	Fulton County	MBE	Independent Financial Audit	\$ 10,000	0.11%



**EQUAL BUSINESS OPPORTUNITY
& UTILIZATION PLAN
RFP - 23RFP052223C-MH – Animal Services**

LifeLine Animal Project, Inc. (LifeLine) has reviewed the solicitation RFP - 23RFP052223C-MH for Animal Services carefully and knows that diversity and equal business opportunity are important to Fulton County. Likewise, LifeLine is committed to equal opportunity, diversity and inclusion in all our programs and business practices. As an IRS 501(c)(3) non-profit organization, LifeLine is not eligible for certification, but is predominately lead by women.

LifeLine's equal business opportunity and utilization plan is to increase opportunities of diversity by hiring minority and female owned businesses as subcontractors when opportunities are available. Except for the sole-source subcontractor to administer the pet licensing program and the subcontractor to perform an independent financial audit, LifeLine can identify no opportunities within the scope of work that can be subcontracted. Moreover, a review of the applicable databases of certified vendors indicates no vendors with animal care experience and no veterinary practices, as noted in the attached Exhibit Form C Subcontractor Contact Form. The subcontractor to perform the independent financial audit is certified as a Minority Business Enterprise with Fulton County.

The nature of the project as outlined in the scope of work necessitates that LifeLine handle all other responsibilities for this proposal, but if the opportunity comes about, we will solicit qualified minority and female owned businesses. We likewise will make a good faith effort to determine subcontractor opportunities as they may arise.

Efforts that will be made by LifeLine to encourage, use and solicit minority and female owned business are:

1. Utilize the Department of Contract Compliance Database to identify certified minority and female owned companies that specialize in the same type of service and/or commodity that LifeLine does.
2. Advertise in various local newspapers that are utilized by minorities and female owned businesses and local papers as a whole, as well as on the Fulton County website, if available.
3. Joint venture with minority and female owned companies.
4. Ask other governmental or private organizations for assistance in locating potential minority and female owned subcontractors with which their company is affiliated.
5. Network with companies that specialize in the same service that LifeLine does or can provide necessary goods or services as indicated in the County's vendor lists and database; however, no local companies or organizations have been identified.
6. Send out email to various qualified subcontractors asking them to submit a bid.

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Subcontractor Name	Email Address	City, State, Phone	Ethnic Group	Certification Agency	Certification Designation	Scope of Work	Dollar Amount	Percentage
*Note: For RFP - 23RFP052223C-MH – Animal Services, proposer LifeLine Animal Project, Inc.								
searched and fully reviewed the following databases and found no subcontractors with relevant								
animal care or veterinary experience:								
Fulton County Government: https://fultoncountyga.diversitycompliance.com								
City of Atlanta Government: https://atlantaga.gob2g.com/								
GDOT: http://www.dot.ga.gov/								
GMSDC – Georgia Minority Supplier Development Council: https://gmsdc.org/								
WBENC – Women’s Business Enterprise National Council: https://www.wbenc.org/certification								
SBA – Small Business Administration: https://web.sba.gov/pro-net/search/dsp_dsbs.cfm								

EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	Certification Designation	Result of Contact

EXHIBIT H

**INSURANCE AND RISK
MANAGEMENT FORMS**



**Memo from the Desk of
Robert J. Hamilton, Jr.
SVP – Regional Managing Partner**

Attn: Mark Hawks
Fulton County Government
Date: 07/06/2023
Re: RFP 23RFP052223C-MH

Mark-

Per your request, I have reviewed “Section 7 – Insurance and Risk Management Provisions”. All current coverages in force and on file with Fulton County Government – Purchasing and Contract Compliance Department meet or exceed the requested coverages contained within and I have provided a current certificate of insurance reflecting all applicable coverages.

Please note that upon awarding of contract, we will add the Item 6. Cyber Liability, as outlined.

As with the past contract, all subsequent renewals will continue to contemplate such coverages and proof of renewal will be provided to Fulton County on each anniversary renewal date for the duration of the contract to provide Animal Control Services.

We trust you will find all in order and it is our pleasure to be of assistance. Please do not hesitate to reach out with any questions or if there is anything further we can provide.

Sincerely,

Robert J. Hamilton, Jr.



LIFEANI-01

HAMILTONR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER/INSURED and CONTACT/INSURER(S). Includes details for Insurance Office of America, Lifeline Animal Project Inc, and various insurance companies like United Specialty Insurance Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED...

Main table listing insurance coverages (A-F) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RFP 23RFP052223C-MH

Blanket Additional Insured applies as respects to General Liability policy per forms CG20110413 Managers or Lessors of Premises, CG20180413 Mortgagee, Assignee or Receiver, CG20120413 State or Governmental Agency or Subdivision or Political Division-Permits or Authorizations per written contract.

CERTIFICATE HOLDER CANCELLATION

Table for Certificate Holder and Cancellation. Certificate holder: Fulton County Government. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

POLICY NUMBER: ATN2356176

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR
LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Name Of Person(s) Or Organization(s) (Additional Insured): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: ATN2356176

COMMERCIAL GENERAL LIABILITY
CG 20 18 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED –
MORTGAGEE, ASSIGNEE OR RECEIVER**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
As required by written contract; Any and All Locations	As required by written contract; Any and All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: ATN2356176

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

State Or Governmental Agency Or Subdivision Or Political Subdivision:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis;
- and

- (ii) would not seek contribution from any other insurance available to the additional insured.

or

- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

POLICY NUMBER: ATN2356176

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

As Required By Written Contract, Fully Executed Prior To The Named Insured's Work

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

COMMERCIAL AUTO**AC 70 06 03 16****A. EFFECT OF THIS ENDORSEMENT**

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

**COMMERCIAL AUTO
AC 70 06 03 16****H. PREJUDGMENT INTEREST COVERAGE**

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

1. We will pay up to:
 - a. \$150 for a covered "auto" you own of the private passenger type, or
 - b. \$750 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.
2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

- 4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- 1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- 2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:

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titled and which you purchased less than 365 days before the date of the "loss".

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

- 5. The provisions of paragraphs 1.and 3. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a "new vehicle."

In the event of a total "loss" to your "new vehicle" to which this coverage applies, we will pay at your option:

- a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a "new vehicle" of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a "new vehicle" means an "auto" of which you are the original owner that has not been previously

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to "loss" to a covered "auto" used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no "loss" to a covered "auto" used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
- 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
- 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

- a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
- b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

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considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralCondition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

- 1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

- 2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
- 3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
- 4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

APPENDIX 1

**VEHICLE LEASE AGREEMENT AND
VEHICLE INVENTORY**

VEHICLE LEASING AGREEMENT

THIS Vehicle Leasing Agreement made and entered into the 1st day of January 1, 2024, by and between **FULTON COUNTY, GEORGIA** a political subdivision of the State of Georgia, (the "LESSOR"), and **LIFELINE ANIMAL PROJECT INC. (LIFELINE)** (hereinafter called (the "LESSEE").

WITNESSETH

WHEREAS, the LESSOR and LESSEE, have entered into an agreement identified as Contract Documents for 23RFP052223C-MH, Animal Services ("Animal Services Agreement") that in hereby referenced and incorporated as if fully set forth herein.

WHEREAS, as part of Animal Services Agreement, LESSEE is required to utilize the existing sixteen (16) vehicles allocated by LESSOR for animal control services. The LESSOR shall be responsible for maintenance on vehicles that have been (i) deemed in need of replacement pursuant to County Policies and Procedures and (ii) that have not been replaced. The LESSEE shall be responsible for maintenance on all other County vehicles allocated to LESSEE for animal control services use which do not qualify for replacement pursuant to County Policies and Procedures. An inventory of vehicles is attached as Attachment A.

WHEREAS, it is necessary to insure the vehicles during the term of Animal Services Agreement period.

WHEREAS, this transaction is a lease and not a sale. The parties understand and agree that LESSEE does not acquire by payment of rental as provided in this Lease Agreement any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as LESSEE shall not be in default in performance hereunder.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the LESSOR and the LESSEE agree as follows:

AGREEMENT

SECTION 1.0 – TERMS OF AGREEMENT

LESSOR hereby agrees to lease sixteen (16) vehicles to LESSEE. LESSEE is required to utilize the existing sixteen (16) vehicles. The LESSOR shall be responsible for maintenance on vehicles that have been (i) deemed in need of replacement pursuant to County Policies and Procedures and (ii) that have not been replaced. LESSEE shall be responsible for maintenance on the other vehicles that have not been deemed in need of replacement by County Policy which are allocated for use for animal control services, as outlined and described in Exhibit B, Special Conditions, contained in the Animal Services Agreement between LESSOR and LESSEE.

LESSEE shall service and maintain the vehicles for which it is responsible for through its maintenance department or an outside vendor. LESSEE shall be allowed to use outside vendors to perform vehicle maintenance and repair of County owned vehicles that do not qualify for replacement under County Policies and Procedures for which LESSEE is responsible for maintenance. LESSEE shall be allowed to use the County's central maintenance department, if it so chooses. LESSEE will be billed by LESSOR for all maintenance and service performed on the vehicles which LESSEE is responsible for if repaired or maintained at the central maintenance center.

Any requests for vehicle maintenance and/or replacement must be submitted for approval by the Animal Services Contract Administrator.

The LESSEE shall conduct an inventory of vehicles and including the condition of the vehicles and submit to the Fulton County Animal Services Contract Administrator thirty (30) days after the issuance of the Notice to Proceed. The LESSEE must maintain all of the vehicles in a safe and professional condition. Records must be kept on all maintenance, problems and mileage.

LESSOR will provide LESSEE with a gas card to obtain gas for the vehicles. LESSEE shall be billed on a monthly basis for all gas purchased by LESSEE relating to the operation of the vehicles referenced herein.

SECTION 2.0 – CONTRACT TERM

This Agreement shall become effective on 1st day of January 2024 after full execution of the Animal Services Agreement and shall continue during the entire term of the Animal Services Agreement, including any renewals or extensions of the Agreement.

SECTION 3.0 – LIMITATION ON USE OF VEHICLES

LESSOR shall have responsibility, at LESSOR's sole cost, to obtain any and all licenses, titles, permits and any other certificates as may be required by law or otherwise for the lawful operation, possession or occupancy of the vehicles leased hereunder. LESSEE agrees that all certificates of titles or registration applicable to the vehicles hereunder shall reflect LESSOR's ownership thereof.

All vehicles shall be used in the performance of animal control services as outlined herein and in the Animal Services agreement. LESSEE agrees that no vehicles will be used by any person who is not an employee of LESSEE assigned to 23RFP052223C-MH, Animal Services Agreement and that LESSEE is required to have a Department of Motor Vehicle (DMV) check of all employees prior to operation of vehicles. LESSEE agrees that it will comply with all applicable federal, state and local laws in the operation of the vehicles.

SECTION 4.0 – ACCIDENTS, DAMAGE TO, LOSS OR THEFT OF VEHICLES

Any accidents, damage to, loss or theft of vehicles must be immediately reported to the Fulton County Animal Services Contract Administrator, or their designee, via email and phone call. LESSEE shall fully cooperate with LESSOR in handling any claims, suits or proceedings arising from such accident, damage, loss or theft of the vehicle. LESSEE must also notify the applicable law enforcement agency regarding any accident as required by law.

LESSEE shall immediately report any accidents, damage to, loss or theft of vehicles in accordance with the requirements of LESSEE'S insurance policy.

SECTION 5.0 – RESPONSIBILITY TO THIRD PARTIES

LESSEE agrees to comply with all applicable laws, including but not limited to the Uniform Rules of the Road, in the operation of the vehicles subject to this agreement. Except to the extent required by law, LESSOR does not extend any of its vehicle financial responsibility or provide insurance coverage to LESSEE, passengers or third parties. To the extent required by law to extend its financial responsibility to LESSEE, LESSOR limits its liability to the state law required minimum financial responsibility limits.

LESSOR is not responsible for the loss, damage or theft of any personal property contained within the leased vehicles regardless of fault. LESSEE acknowledges and agrees that no bailment, actual or constructive or otherwise is created for any personal property carried in or left in the vehicles leased herein.

SECTION 6.0 – INDEMNIFICATION

LESSEE hereby agrees to release, indemnify, defend and hold harmless the LESSOR, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by LESSEE, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligation under this Lease Agreement.

SECTION 7.0 – INSURANCE REQUIREMENTS

LESSEE shall obtain and maintain during the term of this agreement, all of the insurance on the vehicles as specified below:

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles)

LESSOR shall be named as an additional insured and loss payee on all policies of insurance referenced herein and LESSEE shall furnish LESSOR a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

LESSEE shall maintain regular communications with Fulton County Animal Services Contract Administrator and their designee and shall actively cooperate in all matters pertaining to this Lease Agreement including, without limitation, assisting County in investigating and responding to any and all complaints, inspections, or investigations, arising in connection with LESSEE's provision of obligations under this Lease.

SECTION 8.0 – INDEPENDENT CONTRACTOR

LESSEE shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute LESSEE or any of its agents or employees to be the agent, employee or representative of LESSOR.

SECTION 9.0 – SEVERABILITY

If any provision of this Lease Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Lease Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

SECTION 10.0 – MODIFICATIONS

The County reserves the right to modify this Agreement. This Agreement shall only be amended, modified or changed by writing, executed by authorized representatives of the parties, with the same formality as this agreement was executed.

SECTION 11.0 – TERMINATION

LESSOR and LESSEE agree that any termination of the Vehicle Leasing Agreement operates also as a termination of Animal Services Agreement.

A. TERMINATION OF AGREEMENT FOR CAUSE

Either LESSOR or LESSEE may terminate this agreement in the event the other party fails to perform in accordance with the provisions of the agreement. Any party seeking to terminate this agreement is required to give thirty (30) days prior written notice to the other party.

Notice of termination shall be delivered by certified mail with receipt for delivery returned to sender.

B. TERMINATION FOR CONVENIENCE OF LESSOR

Notwithstanding any other provisions, the LESSOR may terminate this agreement for its convenience at any time by a written notice to LESSEE.

SECTION 12.0 – DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by agreement shall be decided by the Animal Services Contract Administrator. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the LESSEE. The LESSEE shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. This condition shall not be pleaded in any suit involving a question of fact arising under this agreement, unless the same is fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, LESSEE shall proceed diligently with performance of the agreement and in accordance with the decision of the Animal Services Contract Administrator designated.

SECTION 13.0– WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Lease Agreement shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

SECTION 14.0 – COMPLIANCE WITH APPLICABLE LAWS

LESSEE shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, including but not limited to the Uniform Rules of the Road and toll-free requirements, relating to the provision of the services contracted to be provided by the LESSEE hereunder or which in any manner affect this Agreement.

SECTION 15.0 – OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq. applies to this agreement. The LESSEE acknowledges that any documents or computerized data provided to the LESSOR by the LESSEE may be subject to release to the public. The LESSEE also acknowledges that documents and computerized data created or held by the LESSEE in relation to the agreement may be subject to release to the public, to include documents turned over to the LESSOR. The LESSEE shall cooperate with and provide assistance to the LESSOR in rapidly responding to Open Records Act requests. The LESSEE shall notify the LESSOR of any Open Records Act requests no later than twenty-four (24) hours following receipt of any such requests by LESSEE. LESSEE shall promptly comply with the instructions or requests of the LESSOR in relation to responding to Open Records Act requests.

SECTION 16.0 – ASSIGNABILITY

LESSEE shall not assign this Lease Agreement without the prior express written consent of the LESSOR. Any attempted assignment by LESSEE without the prior express written approval of LESSOR shall at LESSOR'S sole option terminate this Lease Agreement without any notice to LESSOR of such termination. County and LESSOR each binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

SECTION 17.0 – SUBCONTRACTING

LESSEE shall not subcontract any part of this agreement without prior written approval of LESSOR.

SECTION 18.0 – RETURN OF VEHICLES AT END OF LEASE

LESSEE agrees to return all vehicles upon the expiration of this lease and in no case more than seventy-two (72) hours after expiration of this lease. LESSEE agrees to clean the vehicles upon return to LESSOR at LESSEE's sole cost and expense. The LESSEE shall conduct an inventory of vehicles including the condition of the vehicles and submit to the Fulton County Animal Services Contract Administrator ten (10) days after the termination of this lease. The LESSEE must maintain all of the vehicles in a safe and professional condition and return the vehicles to LESSOR in the same condition as when obtained, normal wear and tear excepted. Records must be kept on all maintenance, problems and mileage.

SECTION 19.0 – NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to LESSOR shall be addressed as follows:

Director
Emergency Management & Homeland Security Agency
130 Peachtree St SW
Suite G-157
Atlanta, GA 30303
Telephone: (404) 612-5660
E-mail address: joseph.barasoain@fultoncountyga.gov
Attention: Joseph Barasoain

With a copy to:

Department of Purchasing & Contract Compliance
Chief Purchasing Agent
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
E-mail address: Felicia.Strong-Whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Lessee shall be addressed as follows:

LifeLine Animal Project, Inc.
129 Lake Street
Avondale Estates, Georgia 30002
Telephone: (404) 292-8800
E-mail address: rguinn@lifelineanimal.org
Attention: Rebecca Guinn

SECTION 20.0 – GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement is made and entered into in the State of Georgia and this Agreement is made and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws.

SECTION 21.0 – FORCE MAJEURE

Neither LESSOR or LESSEE shall be deemed in violation of this Lease Agreement if either is prevented from performing its obligations hereunder for any reason beyond its

control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation, provided however, that nothing herein shall relieve or be construed to relieve LESSEE from performing its obligations hereunder in the event of riots, rebellions, or legal strikes.

SECTION 22.0 – ENTIRE AGREEMENT

This Agreement together with Attachment A to this Agreement, Vehicle Inventory constitutes the entire understanding and agreement between the Parties. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

SECTION 23.0 – HEADINGS

The captions are inserted herein only as a matter of convenience and for reference and in no way define limits or describes the scope of this Agreement or the intent of the provision thereof.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

LESSOR:

FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14F1R4AA5F6A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

LESSEE:

LIFELINE ANIMAL PROJECT, INC.

DocuSigned by:

Rebecca Guinn

AABFB5077AB0420...

Rebecca Guinn
Executive Director

ATTEST:

DocuSigned by:

Tonya Grier

EEC476C4837648D...

Tonya R. Grier
Clerk to the Commission

ATTEST:

DocuSigned by:

Miller Wood

D09B35A4C33240C...

Secretary/
Assistant Secretary

DocuSigned by:



(Affix Corporate Seal)



(Affix County Seal)

APPROVED AS TO FORM:

DocuSigned by:

Dennal Stewart

9D574564AFF0466...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Joe Barasoain

C4D9F942EC31461...

Joseph Barasoain, Director
Emergency Management Agency &
Homeland Security Agency

Attachment A

Vehicle Inventory

Make	Model	Year	Vin #	Tag #	County ID #
Ford	F250 Super Duty	2014	1FDBF2A66EEA26601	GV5667D	27950
Ford	F250 Super Duty	2014	1FDBF2A6XEEA26603	GV5672D	27948
Ford	F250 Super Duty	2014	1FDBF2A63EEA26605	GV5038D	27946
Ford	F250 Super Duty	2014	1FDBF2A69EEA26611	GV6089D	27956
Ford	F-250	2020	1FD7X2A68LEC63431	GV7734N	270964
Ford	F-250	2020	1FD7X2A6XLEC63432	GV7733N	270963
Ford	F-250	2020	1FD7X2A61LEC63433	GV7736N	270966
Ford	F-250	2020	1FD7X2A63LEC63434	GV7729N	270968
Ford	F-250	2020	1FD7X2A65LEC63435	GV7735N	270965
Ford	F-250	2020	1FD7X2A67LEC63436	GV7737N	270967
Ford	F-250	2020	1FD7X2A66LEC90420	GV7723N	270969
Ford	F-250	2020	1FD7X2A68LEC90421	GV7722N	270970
Ford	F-250	2020	1FD7X2A65LEC49485	GV0770P	270961
Ford	F-250	2020	1FD7X2A67LEC49486	GV0769P	270962

APPENDIX 2

FEE SCHEDULE

Section 3. Animal Care and License Fees

A. License Fees:	1-Year Rabies Vaccination	3-Year Rabies Vaccination
(1) Unaltered Pet.....	\$25	\$60
(2) Spayed/Neutered Pet.....	\$10	\$25
(3) Senior (60+) with unaltered pet.....	\$24	\$58
(4) Senior (60+) with spayed/neutered pet.....	\$9	\$23
(5) Replacement tag.....	\$2	\$2
B. Special permits required by Sec. 34-203.....		\$150
C. Annual dangerous dog registration fee.....		\$100, plus annual license fee
D. Impoundment fee:		
(1) Unaltered animals.....		\$60
(2) Unaltered animals with subsequent sterilization during period of impoundment.....		\$30
(3) Spayed/Neutered.....		\$30
E. Daily boarding fee.....		\$12
F. Impounded animal vaccination fee.....		\$15 (Cost incurred \$12 plus 25%)
G. Animal adoption fee (adoption fees shall be discounted by \$10 for every five days an animal remains in the facility, to a minimum of \$25):		
(1) Non-profit animal rescue/adoption organizations.....		\$65
(2) Cats:		
a) Kittens.....		\$65
b) Adult cats.....		\$65
(3) Dogs		
a) Puppies.....		\$85
b) Adult dogs.....		\$85

APPENDIX 3

**FULTON COUNTY ANIMAL CONTROL
ORDINANCE**

DIVISION 1. - GENERALLY

Sec. 34-196. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means the intentional or complete forsaking of any animal by its owner, without making reasonable arrangements for the adequate care and custody of the animal to be assumed by another person or the failure to return and resume responsibility of an animal at the designated time as arranged with the custodian. Abandonment also means releasing or leaving an animal on any property, public or private, with the intention of deserting the animal. An animal shall also be considered abandoned when it has been unattended and without adequate food, water, ventilation or shelter, for a period in excess of 36 hours, regardless of where such animal may be found or kept.

Adequate food means sufficient quantity of noncontaminated and nutritionally healthy sustenance that is appropriate to the species, breed, size, age, and health of the animal, or at the direction of a licensed veterinarian, which is sufficient to prevent starvation, malnutrition, or risk to the animal's health. Garbage, spoiled, rancid, or contaminated food is not adequate food.

Adequate shelter means a protective covering for an animal that is of adequate size and provides adequate protection to maintain the animal in a state of good health, and that prevents pain, suffering, or significant risk to the animal's health. Adequate shelter shall consist of a completely enclosed structure with four sides with a door opening, a constructed floor, and a roof. It should also be clean, dry, and compatible with current weather conditions, in addition to age, size, species, and condition of the animal. The structure should be of sufficient size to allow the animal to stand, turn around, lie down, and go in and out of the structure comfortably. To be adequate, some type of bedding that is quick drying, such as hay or pine straw, must be provided to maintain comfortable temperatures within the structure during times when the ambient, outside temperature is below freezing. In addition, the structure shall include a heavy plastic or rubber flap to cover the door and/or window openings during the months of November through March. From April through October, the structure shall either be shaded or moved out of direct sunlight. If the shelter is made of wood, it shall be raised at least two inches off the ground to prevent seepage or rotting. Examples of inadequate shelter include, but are not limited to, leantos, metal or plastic drums, boxes, abandoned vehicles, porches, decks, or material that does not provide sufficient protection from the elements.

Adequate water means clear, potable water in adequate supply. Examples of inadequate water include, but are not limited to: snow, ice, and contaminated water.

Animal care facility means any animal control center or animal shelter, maintained by or under contract with any state, county or municipality, whose mission and practice is the rescue and placement of animals in permanent homes or rescue organizations.

Animal control officer means an individual employed by the county or its designee to perform and execute the provisions of this article, and whose office shall have the power to issue citations in violation of this article, and as deputized by the Fulton County Sheriff.

Animal control shelter means the facilities operated by the county or its designee for the confining of dogs, cats, or other animals impounded under the provisions of this article.

Animal rescue organization means any not for profit organization which has tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in part, the rescue and placement of animals in permanent homes.

Cat means cat, or any domesticated feline, of either sex, whether vaccinated against rabies or not.

Classified animal means any animal that has been classified as either a dangerous or vicious dog or animal pursuant to this article or comparably classified by the State of Georgia, or by any court, hearing officer, or authorized government agency of any other state, county or municipality.

Classified animal pen means a padlocked pen, as that term is defined in this article, made entirely of industrial gauge fencing with a door or gate equipped with a working lock. The classified animal pen must contain adequate shelter, as that term is defined in this chapter, but must also contain a minimum 100-square foot area outside the adequate shelter.

Commercial guard/security dog means any dog that is purchased, leased, or rented and that is trained to guard, protect, patrol, or defend any commercial property, public or private, upon and within which it is located. A dog shall not be considered a guard or security dog if it has been classified as a dangerous or vicious dog.

Cruelty means causing death or unjustifiable pain or suffering to any animal by an act, omission, or neglect. Cruelty also includes transporting an unrestrained animal in an open-air vehicle or in the trunk of any vehicle, or leaving an animal unattended in a closed vehicle without proper ventilation or temperature control where the animal may suffer from physical harm from dangerous temperatures. Cruelty also means allowing or causing any animal to train for or engage in an animal fight operated for sport, entertainment or gaming purposes. Routine medical procedures by a licensed veterinarian shall not be regarded as cruelty.

Current vaccination/license tag means a vaccination/license tag bearing a number which shows the license is valid for a one- or three-year period. The licensing period runs concurrently with the vaccination period.

Custodian means any person which has been entrusted with the responsibility and care of a dog, cat, or other animal by its owner.

Dangerous dog means any dog that:

- (1) Causes a substantial puncture of a person's skin by teeth without causing serious injury; provided, however, that a nip, scratch, or abrasion caused by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph;
- (2) Aggressively attacks in a manner that causes a person to reasonably believe that the dog posed an imminent threat of serious injury to such person or another person although no such injury occurs; provided, however, that the acts of barking, growling, or showing of teeth by a dog shall not be sufficient to classify a dog as dangerous under this subparagraph; or
- (3) While off the owner's property, kills or seriously injures a pet animal.
- (4) No dog shall be classified as a dangerous dog or vicious dog for actions that occur while the dog is being used by a law enforcement or military officer to carry out the law enforcement or military officer's official duties. No dog shall be classified as a dangerous dog or a vicious dog if the person injured by such dog was a person who, at the time, was tormenting or abusing the dog or who in the past has been observed or reported to have tormented or abused the dog, was committing a willful trespass, or was committing or attempting to commit a crime.

Dog means dog, or any domesticated canine, of either sex, whether vaccinated against rabies or not.

Domestic animal/fowl means any animal/fowl domesticated by humans so as to live and breed in a tame condition for the advantage of humans. Pen raised skunks are categorized as those skunks acceptable by the State of Georgia and may be kept in Georgia as pets.

Exotic animal means any animal of any kind which is not indigenous to the State of Georgia, but not included in the definition of a domestic animal, but shall include any hybrid animal which is part exotic animal.

Harboring means any person which has provided sustenance and/or shelter to a dog, cat, or other animal for a period of more than seven days.

Livestock means all animals of the equine, bovine, or swine class, including goats, sheep, mules, horses, hogs, cattle, and other grazing animals.

Necessary sustenance means the provision of adequate food, water and shelter.

Neglect means endangering an animal's health by failing to provide or arrange to provide the animal with adequate food and water if the animal is dependent upon a person for the provision of food or drink, or the act of restraining an animal in a manner that endangers the animal's life or health. Other acts considered to be neglect include, but are not limited to:

- (1) Failing to provide reasonable care or seek veterinary care for an injury or illness that seriously endangers the life or health of an animal; or
- (2) Leaving an animal outside and exposed to excessive heat or cold without providing the animal with adequate shelter or protection from the heat or cold, or exposing an animal to unsanitary conditions.

Nuisance means whatever is dangerous or detrimental to human life or health and whatever renders or tends to render the soil, air, water, or food impure or unwholesome, or unreasonably offends or impairs the senses of smell, sight, and hearing.

Owner means any natural person or any legal entity, including, but not limited to, a corporation, partnership, firm, or trust owning, possessing, harboring, keeping, or having custody or control of an animal. In the case of an animal owned by a minor, the term "owner" includes the parents or person in loco parentis with custody of the minor.

Person means person, firm, corporation, municipality, society, or association.

Pet shop means a retail establishment where dogs and cats are sold, exchanged, bartered or offered for sale as pet animals to the general public at retail. Such definition shall not include an animal care facility, animal rescue organization, private breeder, or retail establishment which only sells non-feline and non-canine animals.

Private breeder means any person who breeds animals that they own for the purpose of hunting, tracking, and exhibiting in dog or cat shows, performance events or field and obedience trials. Private breeders shall not be considered pet shops if they sell less than 25 animals per year.

Public nuisance animal means an animal that:

- (1) Is repeatedly found at large, except cats; or
- (2) Damages the property of anyone other than the owner; or

- (3) Because of temperament, conditioning, or training, has a propensity, tendency, or disposition to attack, bite, or injure humans or other animals without provocation; or
- (4) On one or more occasion, has caused physical injury to humans or other animals without provocation, whether on public or private property; or
- (5) Chases or acts so as to menace pedestrians or other persons using public ways.

Qualified adoption facilitator, rescue group and animal shelter means an organization offering animals for adoption so long as the organization is licensed as a shelter by the State of Georgia, or, if not incorporated in Georgia, is a non-profit organization under Section 501(c)(3) of the Internal Revenue Code; and has the express mission/business function of facilitating the sterilization and adoption of homeless and unwanted animals. A copy of the state license or the Internal Revenue Service letter of non-profit designation shall be provided to the county upon request.

Records means records of any state, county, or municipal law enforcement agency; records of any county board of health; records of any federal, state, or local court; or records of an animal control officer.

Serious injury means any physical injury that creates a substantial risk of death; results in death, broken or dislocated bones, lacerations requiring multiple sutures, significant puncture wounds, or disfiguring avulsions; requires plastic surgery or admissions to a hospital; or results in protracted impairment of health, including transmission of an infection or contagious disease, or impairment of the function of any bodily organ.

Tether means any chain, rope, leash, tie out, or wire designed to restrain an animal which is attached to an animal or to an animal's collar or halter and is also attached to a stationary object.

Unsanitary conditions means an animal living space, shelter, or exercise area contaminated by health hazards, irritants, pollutants, items, excessive animal excrement, or conditions that endanger or pose a risk to an animal's health.

Vaccinate means immunization against rabies if a vaccination certificate documents that the animal received a primary rabies vaccine, approved by the United States Department of Agriculture, from a licensed veterinarian at least 28 days previously and that booster vaccinations have been administered on an annual or triennial schedule, in accordance with the Georgia Rabies Manual or as described on the individual vaccine label.

Vaccination certificate means a certificate issued at the time of vaccination of the dog, cat, or other animal and bearing thereon the signature of the vaccinator; the name, color, breed, age, and sex of the dog, cat, or other animal; the name and address of the owner; the date of expiration of the vaccination; and the spay or neuter status, if known.

Vaccination/license tag means a metal tag bearing a number which is issued to the animal owner after showing proof of vaccination for the animal and paying, when required, the license fee. This tag is issued by Fulton County or its designee.

Veterinarian means any person who holds a license to practice the profession of veterinary medicine in the State of Georgia; the veterinary license number shall be the same as that recorded by the Georgia Board of Veterinary Examiners.

Vicious dog means any dog that:

- (1) Inflicts serious injury on a person or causes serious injury to a person resulting from reasonable attempts to escape from the dog's attack; or

- (2) Has been previously classified as a dangerous dog and has attacked or bitten a human or pet animal subsequent to the dangerous dog classification.

Wildlife/fowl means any animal/fowl of any kind which is indigenous to the State of Georgia, but not included in the definition of a domestic animal/fowl, and shall include any hybrid animal/fowl which is part wild animal/fowl.

(91-RC-441, § A, 8-21-91; 09-0243, 3-4-09; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16; 18-0896, 1-9-19)

Cross reference— Definitions generally, § 1-2.

Sec. 34-197. - Penalties for violation of article.

- (a) Any person who does anything prohibited or fails to do anything required by this article, upon conviction of the violation in a court of competent jurisdiction, shall be subject to fine, imprisonment, or any combination thereof, in accordance with section 1-8 of this Code. Each act or omission in violation of this article shall constitute a separate offense. Where any offense or violation continues from day to day, each day's continuance thereof shall be deemed a separate offense.
- (b) For any violation of this article, the court may impose the following conditions in any combination thereof:
 - (1) Prohibit the offender from owning, possessing, or having on the offender's premises in Fulton County any animal during the term of the sentence;
 - (2) Require that the animal be removed from Fulton County;
 - (3) Require that the animal be surrendered to the animal control shelter;
 - (4) Require that the animal be humanely euthanized;
 - (5) Require payment of restitution to the victim(s);
 - (6) Require payment of costs for impound, housing, veterinary care, and humane euthanasia.
- (c) Any person who violates the provisions of this article as it pertains to a public nuisance animal shall be guilty of a misdemeanor and fined pursuant to section 1-8 of this Code, and in addition shall be fined not less than an additional \$250.00 for a second conviction, and not less than an additional \$500.00 for a third conviction.
- (d) Any person who violates the provisions of this article as it pertains to a dangerous dog shall be guilty of a misdemeanor and fined pursuant to section 1-8 of this Code, and in addition shall be fined not less than an additional \$500.00 for a second conviction, and not less than an additional \$750.00 for a third conviction or subsequent conviction.
- (e) If the owner of a dangerous or vicious dog fails to comply with section 34-281 or section 34-284 of this article and his/her dog attacks or bites a human, or if the owner of a dangerous or vicious dog knowingly and willfully fails to comply with section 34-281 or section 34-284 of this article and his/her dog aggressively attacks and causes severe injury to or the death of a human, in addition to any penalties provided in this Code or state law, the animal control officer shall immediately confiscate the dog and place it in quarantine for a period of time as provided by the health department and thereafter the dog may be humanely destroyed.

- (f) If any person or organization violates section 34-213 or 34-214 of this article, in addition to any penalties provided in this Code or state law, that person or organization shall be fined up to \$500.00 for each dog or cat sold, exchanged, bartered, offered for sale, auctioned, delivered, or transferred in violation of this article.

(91-RC-441, § V, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16; 18-0340, Att. A, 5-16-18; 18-0896, 1-9-19)

State Law reference— Punishment for misdemeanors generally, O.C.G.A. § 17-10-3; maximum punishments which may be imposed for violations of county ordinances, O.C.G.A. § 36-1-20(b).

Sec. 34-198. - Severability.

If any section, subsection, sentence, clause, or provision of this article shall be held invalid, such part shall be deemed severable, and the invalidity thereof shall not affect the remaining parts of this article.

(91-RC-441, § Z, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-199. - Courts.

The Fulton County Magistrate Courts or the courts wherein the county has a contractual agreement for providing animal control services shall hear cases and assess fines for violations of this article.

(91-RC-441, § X, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-200. - Enforcement of article.

Fulton County or its designee shall enforce this article by means of impoundment and court citations.

(91-RC-441, § W, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-201. - Dog/cat license required.

- (a) It shall be the duty of each owner, custodian, or harbinger of any dog or cat over four months of age kept, maintained, or harbored within the unincorporated area of Fulton County, or within any municipality in Fulton County, who has or may enter into an agreement with Fulton County for animal control services, to obtain a dog/cat license for such dog or cat.
- (b) It shall be the duty of all persons owning or having custody of any dog or cat over four months of age brought into the areas of Fulton County designated in subsection (a) of this section to obtain a dog or cat license for such dog or cat within 14 days from the date of entry.

(91-RC-441, § C, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-202. - Vaccination/license tag required.

- (a) In order to maintain a centrally located record of all vaccinated dogs, cats, or other animals kept, maintained, or harbored in any area of Fulton County, including those within the corporate city limits of any municipality in Fulton County, the owner, custodian, or harborer of such dog, cat, or other animal is required to apply to the Fulton County Animal Control shelter for a vaccination/license tag.
- (b) A vaccination/license tag shall be issued upon presentation of a certificate showing that the dog, cat, or other animal for which the tag is issued has been vaccinated against rabies as prescribed by this article, provided that the owner, custodian, or harborer of any dog or cat in the areas of Fulton County designated in section 34-201(a) also make payment of a license fee to be set by the county manager. The vaccination/license tag will be available to the public throughout the year and is issued by Fulton County or its designee. The tag shall be valid for the same period as the time specified by the vaccination.
- (c) It shall be the duty of the owner, custodian, or harborer of any dog in the areas designated in subsection (a) of this section to affix such vaccination/license tag to a collar worn by the dog at all times, except that the wearing of a vaccination/license tag is not required for show dogs where the wearing of such tag could damage the coat, and except when dogs are boarded in kennels or veterinary clinics, or in an area zoned for agricultural purposes where the owner or custodian of the dog in question is using the dog for hunting purposes, and has on his/her person a valid hunting license. In the latter case, the owner, custodian, or harborer shall have the tag or vaccination certificate in his/her possession where it may be shown on demand by any duly constituted authority.
- (d) Should the vaccination/license tag become lost, misplaced, or stolen, it shall be the duty of the owner, custodian, or harborer of the dog or cat to obtain a replacement tag.
- (e) It shall be unlawful for any person to attach a vaccination/license tag to the collar of any animal for which it was not issued, or to remove a vaccination/license tag from any animal without the consent of the owner or custodian.

(91-RC-441, § D, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

State Law reference— Rabies inoculation tags, O.C.G.A. § 31-19-6.

Sec. 34-203. - Special permits.

- (a) Each premises where there are four or more dogs over the age of four months kept, maintained or harbored for a period of 14 days or longer, shall require a special permit. The owner or person in possession of the premises where the dogs are located shall be required to apply to the Fulton County Animal Control shelter for a special permit.
- (b) A special permit will be issued upon payment of \$150.00 and proof that the premises and dogs covered by the special permit meet the requirements set out in this article.
- (c) The special permit will be valid for one year from the date of issue, provided it is not revoked during the year for violations of this article. Application to renew a special permit must be made at least 14 days prior to the expiration of the existing permit.
- (d) All commercial kennels which are subject to a business license fee shall be exempt from the annual special permit fee.
- (e) All commercial kennels must be licensed by the Georgia Commissioner of Agriculture pursuant to O.C.G.A. § 4-11-3.

(91-RC-441, § E, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-204. - Cruelty to animals.

- (a) It shall be unlawful for any person to overload, poison, cruelly treat, maim, tease, bruise, deprive of necessary sustenance or medical attention, improperly use, deprive of shade and shelter, or in any manner whatsoever, torture, kill, abuse, or commit any act of cruelty towards any animal.
- (b) It shall be unlawful for any owner to neglect an animal.
- (c) No person shall knowingly abandon, or aid in the abandonment of any animal on any property, public or private.
- (d) It shall be unlawful to transport any dog in an open bed truck except when safely confined in a portable kennel or safely restrained by a harness to prevent the animal from escaping out of the vehicle or having the ability to extend over the end of the vehicle while it is in motion.
- (e) An animal control officer or law enforcement officer may use any force necessary to remove any animal locked in a closed vehicle if the animal exhibits distress, including but not limited to, excessive panting or drooling, seizures, state of unconsciousness, or hyperactivity. If the vehicle is damaged during such removal, the animal control officer or law enforcement officer shall not be liable for any damage to the vehicle.
- (f) An animal control officer or law enforcement officer who is responding to the notification of abandoned animal may enter the property by reasonable means under the circumstances to remove or render aid to the abandoned animal.
- (g) Any person who has been convicted of cruelty, neglect, or abandonment of an animal as provided in this article, or state law, and has been required to or has voluntarily relinquished ownership of such animal shall not be allowed to own a pet in their household in Fulton County for a minimum of one year from the date of conviction. A nolo contendere plea is considered a conviction for the purpose of this subsection.
- (h) This section shall not be construed to limit in any way the authority or duty of any law enforcement officer, animal control officer, or veterinarian.

(91-RC-441, § H, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

State Law reference— Dogfighting, O.C.G.A. § 16-12-37; cruelty to animals, O.C.G.A. § 16-12-4.

Sec. 34-205. - Running at large.

- (a) *Generally.* Within the unincorporated area of Fulton County or within any municipality in Fulton County which has or may enter into an agreement with Fulton County for animal control services, the running at large of dogs, domestic animals, livestock, owned wildlife, exotic animals, public nuisance animal, dangerous, or vicious dogs, or dogs trained or in training as guard dogs is prohibited, with the exception of cats. Owners of wildlife or exotic animals must have the necessary state and/or federal permits on their person when transporting their animals.
- (b) (1) *Dogs.* It shall be unlawful for the owner, custodian or harbinger of any dog to allow or permit such dog to leave the premises of the owner or other person having custody of the dog unless such dog is securely under leash; said leash being not more than six feet long, and under the

control of a competent person. Dogs must be confined to the premises of the owner or other person having custody of the dog and shall be restrained by means of a fence or wall or other enclosure, or restrained individually by a leash under the control of a competent person. Excluded are those dogs participating in or training for obedience trials, field trials, dog shows, tracking work, or law enforcement. Also, the requirements of this subsection shall not apply in any area zoned for agriculture where the owner or person having custody of the dog is at the time in question using the dog for hunting purposes, and has on his/her person a valid hunting license and proof of vaccination.

- (2) An electronic confinement system shall be considered an acceptable enclosure when the equipment is properly maintained and in continuous working order, and the animal to be contained within wears the appropriate electronic collar when within the system perimeters.
 - (3) In cases where an animal has been deemed a public nuisance animal two or more times, has been classified as a dangerous or vicious dog, or is in training or has been trained to be a guard dog, an electronic animal confinement system may not be used as either the primary or secondary enclosure.
 - (4) Individuals who contain an animal by means of an electronic animal confinement system and are found to be in violation of this section or have been deemed as restraining a dangerous animal shall thereafter restrain the animal by means of a fence, wall or other enclosure, or such animal shall be restrained individually by a leash or chain.
 - (5) It shall be unlawful for the owner, custodian, or harbinger of any dog to restrain or anchor such animal by means of a tether. Notwithstanding the prior sentence, a dog may be temporarily restrained by means of a tether while the dog is attended by its owner, custodian, or harbinger.
 - (6) Any tether used to temporarily confine a dog while attended by its owner, custodian, or harbinger as provided in subsection (5), above, must be attached to a properly fitted collar or harness and shall not be wrapped directly around the dog's neck. Such tethers shall not be excessively heavy or weighted so as to inhibit the dog's movement.
- (c) *Restraint of domestic animals, livestock, owned wildlife and exotic animals.* It shall be unlawful for the owner, custodian, or harbinger of any domestic animal, livestock, wildlife, or exotic animal, to allow or permit such animal to leave the premises of the owner or other person having custody of such unless securely under leash, in a carrying case, or restrained by some other means and under the control of a competent person, with the exception of cats.
- (d) *Confinement of domestic animals, livestock, owned wildlife, exotic animals, public nuisance animals, and dangerous or vicious dogs.* Domestic animals, livestock, owned wildlife, exotic animals, public nuisance animals, classified dogs, and guard dogs shall be securely confined to the premises of the owner or other person having custody of such by means set forth under the provisions of this article, or approved by Fulton County or its designee and/or as required by state or federal regulations, with the exception of cats.

(91-RC-441, § I, 8-21-91; 01-0738, 6-20-01; 09-0243, 3-4-09; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-206. - Commercial guard/security dogs.

- (a) It shall be the duty of all persons who train, keep, use, or maintain any guard/security dog to have signs conspicuously posted on the premises where the guard/security dog is located to warn of the

presence of the dog. This warning shall consist of a warning sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign (eye level). If the premises is not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises in which a guard/security dog is located. Each sign shall measure at least ten inches by 14 inches and shall contain block lettering stating "warning, guard dog on duty." In addition, for dogs rented or leased, the sign shall set forth the name, address, and phone number of the responsible person or persons, to be notified during any hour of the day or night.

- (b) It shall be the duty of any person who keeps, uses, or maintains a guard/security dog to ensure the dog is vaccinated against rabies and licensed as required by section 34-202(b). The dog also must have the current vaccination tag affixed to a collar worn by the dog at all times as required by section 34-202(c).
- (c) It shall be the duty of any person that sells, leases, and/or rents any guard/security dog to be used within Fulton County to notify the Fulton County Animal Control, of the location and number of guard/security dogs in use, kept, or maintained at a particular location. The animal control office shall maintain a record of the location, number of guard/security dogs, and current rabies vaccination and licensure of all guard/security dogs utilized within Fulton County. The person that sells, leases, and/or rents a guard/security dog to be used in Fulton County shall furnish the following information to the Fulton County Animal Control Office:
 - (1) Name, address, and telephone number of the location where a guard dog is located.
 - (2) Name, breed, sex, and current license tag information of each guard dog at any location in Fulton County.
- (d) It shall be unlawful to transport any guard/security dog in an open bed truck, and the vehicle transporting guard dogs shall be identified as to the business owner. It shall be unlawful to transport any guard dog in Fulton County except under the following conditions:
 - (1) Each dog shall be placed in separate holding bins.
 - (2) Each holding bin shall be enclosed and measure 48 inches long by 18 inches wide by 30 inches high.
 - (3) Each holding bin will be adequately ventilated.
- (e) No guard/security dog shall be chained, tethered, or otherwise tied to any inanimate objects such as a tree, post, or building, outside of its own enclosure.
- (f) A guard/security dog shall be confined by the owner/custodian/harbinger within a building or secure enclosure out of which it cannot climb, dig, jump, or otherwise escape of its own volition.

(91-RC-441, § M, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-207. - Confinement of female dogs in heat.

It shall be the duty of any owner, custodian, or harbinger of any female dog in heat within the areas designated in section 34-201(a), when she is left unattended, to securely confine such dog so as to prevent contact with another dog except for planned breeding.

(91-RC-441, § N, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

State Law reference— Permitting dogs in heat to run at large, O.C.G.A. § 4-8-6.

Sec. 34-208. - Skunks and foxes.

- (a) All skunks, except pen raised skunks, and all foxes from whatever geographic region including Alaska and Canada are forbidden to be purchased, sold, owned, possessed, or harbored. Pen raised skunks and foxes in possession as of July 1, 1987, are grandfathered.
- (b) Pen raised skunks, other than black and white skunks, may be purchased and kept as pets after securing a permit from the Fulton County Animal Control. The Fulton County Animal Control is responsible for ensuring that purchasers of pen raised skunks are made knowledgeable of the proper care, handling, and confinement. No pet store shall allow the purchase of pen raised skunks without being first presented with the permit issued by the Fulton County Animal Control.

(91-RC-441, § P, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-209. - Wildlife or exotic animal.

Each owner, custodian, or harborer of any wildlife or exotic animal must obtain all necessary state and/or federal permits and/or meet all state and/or federal requirements for keeping such an animal.

(91-RC-441, § Q, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-210. - Nuisances.

- (a) Any public nuisance animal may be impounded and the owner or possessor charged for a violation of this article.
- (b) It shall be unlawful for any person to keep any domestic animal or livestock except under the following conditions:
 - (1) Any housing or enclosure used by any domestic animal or livestock shall be well-drained, free from accumulations of animal excrement and objectionable odors and otherwise clean and sanitary. Animal excrement shall be disposed of in a manner approved by Fulton County or its designee.
 - (2) A domestic animal or livestock shall be kept at the following minimum distances from any occupied building except the dwelling unit of the owner (exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public or commercial horse facilities):

Animal	Distance (in feet)
Horses, mules, asses, cows, sheep or goats	150
Hogs	900
Dogs (three or more)	25

Rabbits, guinea pigs, hamsters	25
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	25

- (3) Except in an area zoned for agriculture, each domestic animal or livestock shall be provided with the following average minimum floor or ground area in the enclosure or housing in which it is kept (exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors and public and commercial horse facilities):

Animal	Area per Animal (in square feet)
Horses, mules, asses, cows, sheep, or goats	150
Hogs	150
Dogs	100
Rabbits, guinea pigs, hamsters	4
Chickens, turkeys, geese, ducks, pigeons, or similar fowl	4

- (4) Except in the areas zoned for agriculture, the maximum number of domestic animals or livestock that may be kept on any single premises shall not exceed the following (exceptions: licensed veterinary hospitals, commercial kennels, grooming parlors, and public and commercial horse facilities):

Animal	Maximum Number
Horses, mules, asses, cows	5
Sheep, goats	10
Hogs	10

Dogs, cats	10
Rabbits, guinea pigs, hamsters	75
Chickens, turkeys, geese, ducks, pigeons or similar fowl	75

(91-RC-441, § T, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-211. - Animals as prizes.

It shall be unlawful to offer as a prize or gift any animal in any contest, raffle, or lottery, or as an enticement for fundraising or for entry into any place of business.

(91-RC-441, § U, 8-21-91; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Sec. 34-212. - Cruelty to elephants.

- (a) As used in this section, the term "bullhook" shall mean a device or instrument containing a spike, hook, or any combination thereof. A bullhook is also known as an ankus, ankusha, elephant goad, or elephant hook.
- (b) It shall be unlawful for any person to use a bullhook on an elephant within any area described in section 34-201(a) of this chapter.
- (c) It shall be unlawful for any person to use on an elephant any device or instrument that inflicts pain on, or causes or is likely to cause injury to, an elephant, except as necessary to administer legitimate medical treatment or in response to an immediate threat to public safety.

(11-0491, 6-1-11; 16-0469, Exh. 1, 6-1-16; 16-0728, Exh. A, 9-7-16)

Editor's note— Res. No. 11-0491, adopted June 1, 2011, set out provisions intended for use as § 34-211. Inasmuch as there were already provisions so designated, Res. No. 11-0491 has been included as § 34-212 at the discretion of the editor.

Sec. 34-213. - Restrictions on the sale of animals.

- (a) A pet shop may not sell, deliver, offer for sale, barter, auction, or otherwise dispose of dogs and cats, but may offer for adoption only those dogs and cats that the pet shop owner obtained from or displays in cooperation with:
 - (1) An animal care facility; or
 - (2) An animal rescue organization.
- (b) A pet shop shall not offer for adoption a dog or cat that is younger than eight weeks old.

(18-0896, 1-9-19)

Sec. 34-214. - Recordkeeping and disclosures.

- (a) A pet shop shall maintain records sufficient to document the source of each dog or cat the pet shop acquires, for at least one year following the date of acquisition. Such records shall be made available immediately upon request by any official or officer empowered to enforce this article.
- (b) A pet shop that offers space for the adoption of dogs or cats shall post, in a conspicuous location on the cage or enclosure of each such animal, a sign listing the name of the animal care facility or animal rescue organization from which the pet shop acquired each dog or cat.

(18-0896, 1-9-19)

Secs. 34-215—34-245. - Reserved.

23-0783 Public Works

Request approval of a Contract Item Agreement (CIA) between Fulton County and the Georgia Department of Transportation for the relocation of water facilities associated with the widening of State Route 9 from Windward Parkway to the Fulton/Forsyth County Line in Fulton County, Georgia. The project (P.I. No-0007838) involves the relocation of 22,000 linear feet of 8, 10, 12, and 18-inch water lines with appurtenances within Fulton County at an estimated cost of \$5,391,245.87.

23-0784 Public Works

Request approval of a recommended proposal - Department of Public Works, 23RFP139483K-DB, TSPLOST Program Management Services in the amount not to exceed \$118,000.00 with Goodwyn Mills Cawood, LLC. (GMC), program management services in the execution of the Transportation Special Purpose Local Option Sales Tax (TSPLOST). Effective January 1, 2024 through December 31, 2024 with two (2) one (1) year renewal options.

Justice and Safety**23-0785 Emergency Management**

Request approval of recommended proposal - Fulton County Animal Services, 23RFP052223C-MH, in an amount not to exceed \$9,080,000.00 with Lifeline Animal Project, Inc (Avondale Estates, GA) to provide animal control services (shelter operations as well as field services) that will include all personnel, supplies, utilities, necessary insurances, and equipment for the unincorporated areas of Fulton County as well as the cities of Alpharetta, Atlanta, Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Johns Creek, Milton, Mountain Park, Palmetto, Roswell, Sandy Springs, South Fulton and Union City effective January 1, 2024 through December 31, 2024, with four renewal options.

23-0786 Emergency Management

Request approval to increase the spending authority - Fulton County Animal Service, 17RFP08092017C-BKJ, Animal Control Services with LifeLine Animal Project, Inc. (Avondale Estates, GA) in an amount not to exceed \$300,000.00 to include the transition and move to the new Fulton County Animal Services Facility. Effective upon BOC approval.

COMMISSIONERS' ACTION ITEMS**23-0727 Board of Commissioners**

Request approval of a Resolution urging the Georgia Governor and the General Assembly of the State of Georgia to continue efforts to reform and improve Mental Health Services for the citizens of Georgia; and for other related purposes.
(Arrington) (HELD ON 10/18/23)