

**AGREEMENT BETWEEN THE CITY OF RIDGESIDE, TN AND THE
HUMANE EDUCATIONAL SOCIETY
FOR THE PROVISION OF ANIMAL CARE SERVICES**

This agreement is entered into between the city of Ridgeside, Tennessee ("Ridgeside"), and the Humane Educational Society ("HES").

WHEREAS, HES provides animal care services and operates a facility for the provision of said services ("animal shelter");

WHEREAS, HES is willing to provide animal care services to the City of Ridgeside; and

NOW, THEREFORE, City of Ridgeside and HES agree as follows:

1. Term.

This agreement shall be effective when approved and signed by the parties. The duration of this agreement shall be for one year from the date signed, unless terminated in the manner set forth below.

2 Definitions.

"Animal care services" means housing and care in accordance with HES policies and procedures and consistent with Tennessee Law. HES shall provide field services to the City of Ridgeside as provided below in the paragraph entitled "Additional Services."

"Ridgeside animal" means an animal found within the incorporated city limits of Ridgeside, Tennessee.

“Sick or injured” means in need of immediate medical attention as determined by HES.

“Field service call out” means any activity that requires a HES representative to travel from the HES facility to another location to pick up an animal or perform other field services as defined in the section entitled “Additional Services.”

3. Fee Schedule.

HES shall provide animal care services to the City of Ridgeside based on the following fee schedule:

Animal Care Services Fee: \$100 per animal

Field Service Call-Out Fee: \$50 per call-out

The fee schedule will be reevaluated by HES one year from date signed. HES will notify the City of Ridgeside in writing of any proposed modifications of the fee schedule one year from date signed. The City of Ridgeside reserves the right to terminate this agreement based on a refusal to accept any proposed modification of the fee schedule within sixty (60) days of any proposed modification.

HES agrees to invoice the City of Ridgeside monthly for animal care sheltering fees, and the City of Ridgeside agrees to pay said invoices within thirty (30) days of receipt of the same. There is no limit to or cap on the number of days that an animal will remain in the animal shelter. The City of Ridgeside may inquire at any time into the status of any animal, including the basis for the duration of the stay.

4. Acceptance of Animals

A. Generally. HES agrees to accept any City of Ridgeside animal during normal business hours, except as noted below.

B. Prohibited Animals. HES may accept animals that are prohibited by the City of Ridgeside ordinance on a case by case basis depending on species and needs. The City may be notified of such animal(s).

C. Ownership. The City of Ridgeside shall not claim any ownership interest in any animal and shall not retrieve or pick-up any animal from the animal shelter without HES' prior authorization.

D. Records. HES agrees to keep, in addition to its regular records, if necessary, an additional record or registry identifying any individual citizen responsible for either reporting or presenting any domestic animal to the animal shelter. Said record or registry shall include the name, address, and telephone number of each such individual citizen. HES further agrees to notify the City of Ridgeside if the same individual citizen reports or presents more than three (3) domestic animals per quarter.

5. Quarantine.

A. Known Owner. In cases of animal bites, where no current rabies vaccination is on file and quarantine is required by law, the parties agree that it is the owner's responsibility to quarantine the animal at a state licensed facility approved by the Hamilton County Public Health Department. Cost will be paid by the owner.

Animals with current rabies vaccination status that do not pose a threat to the general public and can be adequately confined may be quarantined at the owner's home for a period of ten (10) days from the start of quarantine.

B. Stray Animals. All stray biting animals with unknown rabies status will be quarantined at a state licensed facility, and the City of Ridgeside will pay all fees related to the quarantine regardless of where the animal was confined. Fractious or feral animals with no traceable identification will be evaluated by HES for testing and euthanasia in accordance with Tennessee state law.

6. Policies.

All animals will be subject to the policies of HES.

7. Reclaim.

In the event a City of Ridgeside animal is reclaimed by its owner within the mandatory stray hold period, the owner will pay a reclaim fee plus any applicable board fees prior to the animal being released to the owner and the City of Ridgeside will not be required to pay the animal care services fee, but will pay any other applicable fees, such as a field services call out fee.

8. Additional Services.

A. Field Services – City of Ridgeside may request that HES provide field services for animal pickup or cases of animal welfare, neglect, cruelty, or aggressive biting investigation, subject to a field services call-out fee.

B. After - Hours Acceptance of Animals – At all times other than normal business hours, HES shall make available the services of at least one on-call Officer who shall receive notification of after-hours deliveries of sick or injured, bite, or vicious animals and be available to attend to such animals in a timely fashion if requested by the City of Ridgeside. After hours are from 5pm to 8am Monday through Friday. Weekend after-hours are from 5pm Friday until 8am Monday morning. Emergency contact number: 423.624.8353.

C. Provision of Humane Traps – HES may provide appropriate humane traps to the City of Ridgeside or the City of Ridgeside residents who report stray animals roaming loose in their area. These traps will be provided on request as available to help facilitate the safe capture of stray roaming animals for subsequent delivery to or pickup by HES.

D. Rabies Testing Transport – The City of Ridgeside may request that HES transport dead animal samples for rabies testing. The normal-call out fee will apply.

E. At HES' request, the City of Ridgeside shall provide, at the location of a pickup, a City of Ridgeside representative who can exercise within the City of Ridgeside the authority pursuant to which the animal is being impounded.

9. Animal Shelter.

Nothing in this agreement should be construed to provide the City of Ridgeside the right to otherwise use, control, or occupy the animal shelter, and the parties further agree that the operation, management and control of the animal center is the sole responsibility of HES.

10. Termination.

Either party may terminate this agreement for any reason or no reason at all upon thirty (30) days written notice to the other party.

11. Administrator.

The Executive Director of HES will administer this agreement and the services enumerated herein.

12. Notice.

Notice by HES to the City of Ridgeside must be in writing and addressed to: Mayor Janet Jobe, P.O. Box 3265 Chattanooga, TN 37404

Notice by the City of Ridgeside to HES must be in writing and addressed to: Executive Director, Humane Educational Society, 212 N. Highland Park Ave., Chattanooga, TN 37404.

Notice is sufficient if delivered by regular mail.

13. Indemnification/Hold Harmless.

Each party agrees to release, indemnify and hold the other party, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments, of any kind whatsoever, including all costs, attorney fees, and expenses incidental thereto, that may be suffered by, or charged to, the party by reason of any loss or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by the other party or its servants, employees or agents of any covenant or condition of this agreement, or by any act or failure to act of those persons. Excluded are acts of gross negligence and willful misconduct. HES shall not be liable for its failure to perform this agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond HES' control.

14. Waiver.

The waiver by either party of any covenant or condition of this agreement shall not thereafter preclude such party from demanding performance in accordance with the terms of this agreement.

15. Severability.


If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.


16. Entire Agreement.

This agreement sets forth all the covenants, promises, agreements, and conditions between HES and the City of Ridgeside concerning animal care services, and there are no other covenants, promises, agreements or conditions, either oral or written, between them. This agreement may not be modified or amended in any manner except by an instrument in writing executed by the parties.

CITY OF RIDGESIDE

Dated this 14 day of July, 2015.


By: 
Janet Jobe, Mayor, City of Ridgeside, TN

Attest: 
Kurt Faires, Treasurer, City of Ridgeside, TN

HUMANE EDUCATIONAL SOCIETY

Dated this 15th day of July, 2015.

By: 
Robert J. Citrullo
Executive Director

Attest: 
Rebecca Bryan,
Administrative Assistant