

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
City of Deltona

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the City of Deltona ("Impounding Agency"), a municipal corporation, with its primary address at **2345 Providence Blvd, Deltona Florida 32725**.

WHEREAS, in order to enforce the ordinances of the **City of Deltona** and the laws of the State of Florida with respect to stray animals, the Impounding Agency desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized humanely.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2025, and will remain in full force and effect for an initial twelve (12) month period ending on midnight between September 30, 2026.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other companion animals, which may be delivered to the Humane Society from all areas within the jurisdiction of the Impounding Agency, and the Humane Society will furnish, at its sole expense, unless otherwise noted, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals by the Humane Society during operating hours when there is a staff veterinarian available, at the Impounding Agency's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other stray or seized domesticated animals delivered to the Shelter by the Impounding Agency's Animal Control Officers, Law Enforcement Officers, or personnel designated for this purpose ("Impounding Agency Personnel"). The Humane Society will NOT accept any dog, cat, or other animal declared dangerous, animals under investigation for being declared dangerous, animals with any known bite history, or animals under a state-

mandated rabies quarantine. The Humane Society will provide Return to Field ("RTF") for unsterilized cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will not accept wild animals and livestock. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, phone number, and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) If the Impounding Agency delivering an animal to the Shelter for impoundment discovers such animal bears information indicating ownership of the animal, the Impounding Agency shall take reasonable steps to identify the owner of the animal and contact said owner prior to delivering the animal to the Shelter. The Impounding Agency shall also provide all contact information gathered and documented attempts of contact for the owner/guardian to Humane Society at the time the animal is delivered to the Shelter.

Impounding Agency agrees to take all available measures for every animal impounded by personnel to reunite the animal in field prior to impound. These measures include scanning for microchip and researching if one is found, posting on Impounding Agency's social media, and utilizing Petco Love Lost prior to impound. Failure to complete these lifesaving measures prior to impound will result in \$50 administrative fee per animal.

- (d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person or animal to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period not to exceed three (3) calendar days (unless otherwise provided in this Agreement). If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane euthanasia of the animal in accordance with its policies and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person or animal to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program and notify the Impounding Agency for the pick and return to field. The Impounding Agency representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter and Return Program ("TNR"). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by Impounding Agency Personnel. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in Section 3(b) of this Agreement under RTF/TNR Cats. The

Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this Agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

- i. The Humane Society shall notify the Impounding Agency of a schedule for RTF/TNR the day(s) of the week that the Impounding Agency can bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties.
- ii. Surgeries will be completed at a facility designated by the Humane Society.
- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost outlined in fee section of this Agreement.
- v. Upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The Humane Society recognizes that the Impounding Agency does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized. Outlined in Section 3(b) of this Agreement.
- vi. All cats returned to the Impounding Agency staff from Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding Agency.
- vii. No procedures other than those listed in this document will be paid for by the Impounding Agency. The Impounding Agency will only reimburse for procedures that have been documented and provided to the Impounding Agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number

- Visit Date
 - Billing Date
 - Animal Name and/or Number
 - Impounding Agency services provided
 - Name of Impounding Agency staff authorizing service(s)
 - Cost for each service provided
 - Total cost
- viii. The Humane Society will combine and send all invoices to the Impounding Agency monthly.
- ix. Impounding Agency Personnel will notify the Humane Society staff at the LPGA location whether a feline brought there is part of the TNR program, if it is for RTF, is wild, stray, confiscated, or seized.
- x. The Humane Society will only release RTF cats to the Impounding Agency Personnel unless the Impounding Agency provides permission for a 3rd party release in writing.

3. BILLING & PAYMENT:

- (a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:
- i. each dog, cat, domesticated animal, injured animal, deceased animal, or confiscated animal delivered to the Shelter by Impounding Agency Personnel;
 - ii. each stray dog, cat, domesticated animal, injured animal, or deceased animal emanating from within Impounding Agency's jurisdictional limits and delivered to the Shelter by a private citizen who has provided their full name and contact information. Owner surrendered animals will only be accepted via Impounding Agency with Supervisor approval from the Humane Society. Owner requested surrenders in the field should be referred to the Humane Society directly; and
 - iii. each dog, cat, domesticated animal, injured animal, or deceased animal picked up at the request of the Impounding Agency by the Humane Society within Impounding Agency's jurisdictional limits.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Fee	Cost
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Dog or Cat Impoundment	\$300.00
All impounded animals receive exam, core vaccines and parasite prevention. Dogs- Rabies, DHPP, Bordetella, heartworm test, parasiticides Cats- Rabies, FVRCP, parasiticides	
Administrative fee for not completing return to home measures prior to impound	\$50.00
Other Domesticated Animal	\$300.00
Deceased on Arrival (Cadaver Disposal)	\$55.00
Confiscated Animal , to include 1st day	\$300.00
Each Additional Day of Impound	\$55.00
Fees for RTF/TNR cats	\$75.00
Sterilization Surgery	\$75.00
Includes ear tipping, FVRCP, Rabies Vaccine, Pain Medication	
Anesthesia Fee	\$75.00
No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine OR veterinarian determined cat cannot undergo surgery due to illness or disease.	
Euthanasia Fee	\$75.00
Hourly Rates for Staff Time	
Forensic calls, emergency treatment at time of impound and staff assistance upon request.	Staff Rates
Veterinary Technician / Animal Care Staff	\$52.50 per hr.
Veterinarian Staff	\$180.00 per hr.

- (c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding Agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. Humane Society shall halt all animal acceptance from Impounding Agency on the 46th day of delinquent payment.
- (d) If the Impounding Agency has a dispute about a charge on its invoice, it must contact the Humane Society's Accounting Department at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

- (e) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency for animals that were not impounded by Impounding Agency Personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (f) The Humane Society will make a good faith effort to collect the costs incurred for the care of any animal that is served by the Humane Society and later reclaimed by the animal's owner. Collections received by the Humane Society by an animal owner shall be credited against the fees charged to the Impounding Agency. The animal's owner is financially responsible for any services rendered to the animal by the Humane Society. The Humane Society, without indicating that payment is optional, will seek full payment for said services prior to releasing the animal. The Humane Society may release an animal to its owner without payment in the event the animal's owner completes a financial affidavit indicating that the owner qualifies as indigent. The financial affidavit to be used by Humane Society is attached hereto marked as **Exhibit A**. If the attached financial affidavit is completed by the animal owner, the Humane Society may release the animal to the owner without collecting any fees. The Impounding Agency shall be responsible for the charges associated with the released animal as outlined herein. A copy of the animal owner's financial affidavit shall be included in the corresponding invoice to the Impounding Agency. If the Humane Society does not have the animal owner complete a financial affidavit but releases the animal to the owner, the Impounding Agency shall not be charged for any of the fees associated with the animal released.

5. **CONFISCATED ANIMALS – 828.073, F.S.:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as “confiscated” only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. Upon request, a copy of the petition must be submitted by Impounding Agency Personnel to the Humane Society within ten (10) business days of the request. Failure to comply with this requirement will result in “confiscated” animals being deemed “stray” animals, at which point care of the animal will be charged to the Impounding Agency at the default “stray” rates plus \$55.00 per additional day of impound resulting from the Impounding Agency's failure to provide documentation provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency's decision to submit the animal as a stray, except that the cap on the amount and liability of the Impounding Agency for indemnification or damages under this Agreement, regardless of the number or nature of claims

in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding Agency for Humane Society services in the contract year in which the claim arises. The cap shall not apply to attorneys' fees and costs of litigation.

6. CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED: All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency will pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to provide the owner/guardian of the animal with a completed Notice of Impoundment (**Exhibit B**) on the Impounding Agency's letterhead and to a copy of Notice of Impoundment to the Humane Society. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the Impounding Agency for indemnification or damages under this Agreement, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding Agency for Humane Society services in the contract year in which the claim arises. The cap shall not apply to attorneys' fees and costs of litigation. The Impounding Agency agrees to provide next of kin, emergency contact or any other guardian information to Halifax upon impound of animal. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals.

7. CONFISCATED ANIMALS DUE TO OWNER EVICTION: Animals seized by the Impounding Agency as a result of owner eviction will be held by the Humane Society for 5 days. The Impounding Agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and description of animal confiscated. Impounding Agency Personnel will provide proof of such notice, agency report or photograph of notice on the dwelling with address or writ of possession displayed upon impound. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) of this Agreement will be paid by the Impounding Agency.

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period in Section 7, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency's decision to submit the animal as a "stray", except that the cap on the amount and liability of the Impounding Agency for indemnification or damages under this Agreement, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the Impounding Agency for Humane Society services in the contract year in which the claim arises. The cap shall not apply to attorneys' fees and costs of litigation. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

8. **REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding Agency fails to make timely payment (45 days from date of invoice) to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

9. **WAIVER OF BREACH:** The waiver by the Humane Society or the Impounding Agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

10. **INSURANCE:** Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and noncontributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

Policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the Impounding Agency written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:

Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Umbrella Liability	\$1,000,000.00

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement.

The Humane Society reserves the right to terminate this Agreement without penalty if the cost of any required insurance coverage, including but not limited to general liability, professional liability, or workers' compensation policies, exceeds a reasonable expense as determined by the

Humane Society's Board of Directors in its sole discretion. In such case, written notice of termination will be provided to the other party, and neither party shall have any further obligations under this Agreement except for those expressly surviving termination.

11. **INDEMNIFICATION:** Each party shall defend, indemnify, and hold harmless the other party to this Agreement, its officers, directors, employees, agents, successors, and permitted assigns from and against all losses arising out of or resulting from the bodily injury or death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of the indemnifying party; and the indemnifying party's breach of any representation, warranty, or obligation set forth in this Agreement. The cap on the amount and liability of each party shall not exceed the dollar amount expended by the Impounding Agency for Humane Society services in the contract year in which the claim arises.

12. **SOVEREIGN IMMUNITY:** The Impounding Agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the Impounding Agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding Agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding Agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. **PUBLIC RECORDS:** Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding Agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386)878-8502, jraftery@deltonafl.gov, 2345 Providence Blvd, Deltona Florida 32725.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding Agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

- a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.
- b) Upon request from the Impounding Agency's custodian of public records, provide the Impounding Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Humane Society does not transfer the records to the Impounding agency.
- d) Upon completion of the contract, transfer, at no cost, to the Impounding Agency all public records in the possession of the Humane Society or keep and maintain public records required by the Impounding Agency to perform the service. If the Humane Society transfers all public records to the Impounding Agency upon completion of the contract, the Humane Society shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Humane Society keeps and maintains public records upon completion of the contract, the Humane Society shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Impounding Agency, upon request from the Impounding Agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding Agency.
- e) Requests to inspect or copy public records relating to the Impounding Agency's contract for services must be made directly to the Impounding Agency. If Humane Society receives any such request, Humane Society shall instruct the requestor to contact the Impounding Agency. If the Impounding Agency does not possess the records requested, the Impounding Agency shall immediately notify the Humane Society of such request, and the Humane Society must provide the records to the Impounding Agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding Agency. Humane Society and Impounding Agency shall indemnify, defend, and hold each other harmless for and against any and all claims, damage awards, and causes of action arising from either party's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by either party's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes

Impounding Agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Florida Court of competent jurisdiction on an expedited basis to enforce the requirements of this section.

14. **E-VERIFY:** Humane Society shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Humane Society during the term of this Agreement and shall expressly require any sub-contractors performing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Agreement.

15. **MEDIATION:** Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

16. **ATTORNEY'S FEES:** Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

17. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of **Volusia County**, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

18. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

20. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

21. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other

address designated for that purpose by written notice and sent to the attention of the Impounding Agency Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

22. **STATE REQUIRED AFFIDAVITS.** By entering into this Agreement, the Humane Society agrees to review and comply with the following state affidavit requirements:

- a. **Public Entity Crimes Affidavit.** Humane Society shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- b. **Scrutinized Companies.** Humane Society certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Impounding Agency may immediately terminate this Agreement at its sole option if the Humane Society is found to have submitted a false certification; or if the Humane Society is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Humane Society certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Impounding Agency may immediately terminate this Agreement at its sole option if the Humane Society is found to have submitted a false certification; or if the Humane Society is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Impounding Agency requires all contractors doing business with the Impounding Agency to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Impounding Agency will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Humane Society acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and

incorporated herein.

- d. **Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Humane Society acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- e. **Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Humane Society acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Humane Society and the Impounding Agency have executed this Agreement for Services between Halifax Humane Society Inc. and the Impounding Agency, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

IMPOUNDING AGENCY

By: _____
Name: Sean Hawkins
Title: Chief Executive Officer
Date: _____

By: _____
Name: Dale "Doc" Dougherty, ICMA-CM
Title: City Manager
Date: _____

ATTEST:

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer

By: _____
Name: Joyce Raftery
Title: City Clerk

Date: _____

Date: _____

**ANIMAL SERVICES
RETURN TO CUSTODY**

DECLARATION OF NO OR LOW INCOME

This form should be completed by an adult household member if the household is claiming no or low income within the last 30 days.

Last Name

First Name

Phone Number

Address

City

Zip

1A. I hereby certify that I do not individually receive income from any of the following sources:

- Wages from employment (including commissions, tips, bonuses, fees, etc.)
- Income from operation of a business
- Rental income from real or personal property
- Interest or dividends from assets
- Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits
- Unemployment or disability payments
- Public assistance payments (AFCD, SSI, TANF)
- Alimony, child support, or gifts received from persons not living in my household
- Sales from self-employed resources (Avon, Mary Kay, etc.)
- Any other source not named above

OR

1B. I hereby certify that I am low-income, as defined by Florida law, as a family or individual earning 80% or less of the area median income (\$63,075)

2. ☐ I have resources to pay for the daily care of the animal being returned to my custody.

☐ I need access to resources to supplement my source of funds to adequately care for the animal being returned to my custody.

By my signature below, I certify and acknowledge the following:

- That the forgoing is true, complete, and correct.
- Inquiries may be made to verify statements and a request for documentation to verify low or no- income status maybe requested by Volusia County Animal Services.
- That false statements or omissions are grounds for an at large citation if the animal was impounded and the fees not paid upon return to the owner.

Signature

Date

NOTICE OF IMPOUNDMENT OF ANIMAL

To: [Owner's Name]

Address: [Owner's Address]

This notice is to inform you that on [date], Animal Services impounded the following animal in accordance with [insert ordinance / statute reference if applicable]:

- **Species/Breed:** [e.g., Dog – Labrador Retriever]
- **Color/Markings:** [Description]
- **Sex/Age:** [Details]
- **Identification (if any):** [Microchip / Tag Number]

The animal is currently being housed at:

[Animal Shelter / Animal Services Facility Name]

[Address]

[Phone Number]

Reclaim Period

You have until **[specific date and time]** (within [X] days of the impoundment) to reclaim your animal. To reclaim, you must provide proof of ownership (such as veterinary records, license, microchip registration, or photographs) and pay all applicable fees, which may include:

- Impound fees
- Daily boarding charges
- Vaccination, licensing, or medical fees (if required by law)

If the animal is not reclaimed by the above deadline, it will be considered abandoned and may be placed for adoption, transferred, or humanely euthanized as permitted under law.

Important: To avoid forfeiture of ownership, please contact Animal Services immediately at [phone/email] to make arrangements to reclaim your animal.

Sincerely,

[Name]

[Title]

[Animal Services Department]

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all Service Providers doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subService Providers.

☐ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

_____ Witness #1 Print Name: _____	_____ Print Name: _____ Title: _____
_____ Witness #2 Print Name: _____	_____ Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated in
it are true:**

_____ Witness #1 Print Name: _____	_____ Print Name: _____ Title: _____
_____ Witness #2 Print Name: _____	_____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Exh. B

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I
have read the foregoing and the facts stated in
it are true:**

Witness #1 Print Name: _____ Print Name: _____

Title: _____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath