

RESOLUTION NO. 23975

A RESOLUTION AUTHORIZING THE CHIEF OF THE CHATTANOOGA POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE, AND THE HUMANE EDUCATIONAL SOCIETY OF HAMILTON COUNTY, INC., IN THE FORM ATTACHED HERETO, FOR THE OPERATION OF AN ANIMAL SHELTER FOR A PERIOD NOT TO EXCEED ONE (1) YEAR.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Chief of the Chattanooga Police Department be and is hereby authorized to enter into an Agreement between the City of Chattanooga, Tennessee, and Humane Educational Society of Hamilton County, Inc., in the form attached hereto, for the operation of an animal shelter for a period not to exceed one (1) year.

ADOPTED: November 18, 2003

**AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE  
AND  
HUMANE EDUCATIONAL SOCIETY OF HAMILTON COUNTY, INC.**

This Agreement is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2003, by and between CITY OF CHATTANOOGA, TENNESSEE (hereinafter referred to as the "City"), and the HUMANE EDUCATIONAL SOCIETY OF HAMILTON COUNTY, INC. (hereinafter referred to as the "Society").

**WITNESSETH**

WHEREAS, the presence of stray animals in the City of Chattanooga is a public nuisance; and

WHEREAS, it is necessary toward the abatement of said nuisance that the City provide a shelter for impounded, unwanted and other stray animals until they can be placed or humanely disposed of; and

WHEREAS, the City deems it efficient and economical to contract with the Society for the operation of an animal shelter; and

WHEREAS, the Society is willing to undertake the operation of such a shelter;

NOW THEREFORE, in consideration of these premises, it is mutually agreed as follows:

**ARTICLE 1.  
BASIC AGREEMENT**

The Society is hereby contracted to accept from the City and impound all lost, stray, homeless, unwanted or at-large domesticated animals and all domesticated animals which have bitten persons, coming into its care, custody and control as a result of violations of animal law,

regulations, or ordinances and to return to owner, place, adopt or humanely dispose of such animals in accordance with all applicable laws and terms of this Agreement. For the purposes of this Agreement, however, "animal" shall not include any Tennessee native wildlife as defined by Tennessee Code Annotated § 70-4-402 but shall include all domesticated animals and non-native Tennessee animals, living or found within the city limits of the City and/or other jurisdictions and entities with which the City has or will have an Animal Services Agreement such as, but not limited to, property controlled or owned by the University of Tennessee/Chattanooga.

1.1 SCOPE OF SERVICES.

In the furtherance of these obligations the Society shall perform the following:

- A. Furnish and maintain animal shelter facilities at 212 North Highland Park Avenue, Chattanooga, Tennessee, or at such other location or locations agreed upon in writing in advance by the parties (said animal shelter facilities are hereinafter referred to as the "shelter").
- B. Provide proper food, water, shelter and other humane treatment for all animals which the City's Animal Services Division (hereafter, also referred to as ASD) places into the Society's custody until such animals are reclaimed, placed, adopted or humanely euthanized by the Society. All provisions of this section shall be in compliance with the standards set forth and recognized by the Humane Society of the United States.
- C. Make such attempts as are required by law or this agreement to notify the owner of any impounded animals.
- D. Hold each impounded animal, with no means of possible owner identification for the period of five (5) days (or such other longer period of time as may be required by law), except for feral cats (see below\*), not including the day of pick-up or

acceptance by the Society, unless such animal is sick, diseased and/or injured to a point that a veterinarian, duly and currently licensed in the State of Tennessee, or other person acting at the direction of a veterinarian, deems it more humane to euthanize such animal than hold it for the required stray holding period. In the event any animal is euthanized pursuant to the preceding sentence, the Society shall furnish notification via e-mail, facsimile, or written report to the supervisor of the ASD within twenty-four (24) hours of such event including the specific reason that such animal was euthanized, as given by the veterinarian or the person acting at the direction of such.

\*Feral cat is defined as a cat who is too unsocialized (wild) to be placed in a typical pet home. Cats that are brought to the Society and suspected to be feral (as corroborated by the person/ officer bringing the cat and a handler at the Society) will be held a minimum of three (3) days for a “cooling off” period, before a definite determination of feral or domestic is made. If the cat is determined to be feral, it will be disposed of in accordance with the Society’s policy. If the cat is determined domestic, it will be held for a minimum of 2 more days before disposition in accordance with the Society’s policy.

E. Impounded animals with means of possible owner identification shall be kept a minimum of ten (10) days, not including the day of pick-up or acceptance by the Society (or such other longer period of time as may be required by law), unless such animal is sick, diseased and/or injured to a point that a veterinarian, duly and currently licensed in the State of Tennessee, or other person acting at the direction of a veterinarian, deems it more humane to euthanize such animal than hold it for the

- required holding period. In the event any animal is euthanized pursuant to the preceding sentence, the Society shall furnish notification via e-mail, facsimile, or written report to the supervisor of the ASD within twenty-four (24) hours of such event including the specific reason that such animal was euthanized, as given by the veterinarian or the person acting at the direction of such.
- F. The Society shall provide the owners of lost animals and those who have found lost animals with the ability to list such animals on "Lost & Found" list; referrals to animals listed that may be the animals the owners or finders have lost or found; the telephone number and address of other shelters, facilities or organizations in the same vicinity; and advice as to the means of locating lost pets or advertising found animals.
- G. Within two (2) business days of receipt of an animal whose owner may be identified, the Society shall mail to such possible owner at his or her last known address a letter or postcard stating the location and description of the animal, the process of how to retrieve the animal, a contact phone number for the Society and the hours of operation of the Society's shelter. For the purposes of this Agreement, a business day shall include any day the Society is normally open to the public for the viewing of animals for adoption, placement or return to the rightful owner. Due to the potentially sensitive nature of the cases, this section on retrieval letters does not apply to animals impounded by a ASD Officer if they are 1) placed on an evidence hold, 2) placed on potentially dangerous or dangerous dog hold, and/or 3) placed on hold pending a court disposition, unless the impounding officer directs the mailing of such letter.
- H. The Society will offer to the public the ability to license animals as required by City ordinance (said license is hereinafter referred to as the "City license" or "required

license"). The Society will be responsible for timely processing of City license applications received by mail, mailing renewal reminder notices prior to City license expiration, ensuring that all adopted or owner-redeemed, qualified animals, 3 months of age or older, leave the shelter with the required license. A "qualified" animal is one that has been vaccinated against rabies and resides in the City.

- I. The Society shall accept all animals into the shelter for rabies observation and/or euthanasia for testing as required by the City or the Hamilton County Environmental Health Department. The Society shall adhere to all regulations, ordinances and/or laws concerning the housing, handling, observation, preparation for testing and/or euthanasia of all possible rabies-suspect animals. The rabies observation area at the shelter shall be secure and isolated from the public and general stray animal population.
- J. All cages, kennels and enclosures at the shelter shall be cleaned and disinfected on a daily basis to prevent transmission of disease; animals at the shelter shall be fed at least once a day an adequate and balanced diet and sufficiently watered, and the staff of the Society shall be trained in the recognition of common domestic diseases and humane handling of animals.
- K. The Society shall be solely responsible, unless otherwise noted in this Agreement, for all duties and staffing normally associated with the housing of animals at the shelter including, but not limited to, care, cleaning, medical attention (daily and emergency), collection of city related fees, euthanasia, disposal of carcasses, rabies observation and testing, sale of city license, public rabies clinics, adherence to all applicable laws, redemption and public information as it relates to animals in the City. Any requests

- for information regarding, but not limited to, animals, cases, witnesses, names, complainants etc. left with the Society by the ASD should be referred to the supervisor of the ASD. Such requests will be handled by the ASD supervisor to prevent the disclosure of confidential information regarding any ongoing criminal investigations.
- L. The Society shall provide an area at the shelter for the unloading, housing, processing of field-impounded animals and storage of equipment so as to have the ability to wash and sanitize animal transport vehicles and equipment. The Society shall not be responsible for the purchasing of vehicle cleaning supplies.
  - M. The Society shall provide City Animal Service Officers the ability to access adequate facilities at the shelter during non-public work hours for the purpose of unloading impounded animals, picking up equipment and/or cleaning of vehicles.
  - N. The Society will accept from the public cash, checks, MasterCard and Visa for all services and products.
  - O. Fees for impoundment, board, disposal, euthanasia, licenses, permits, pickup services, adoption, and rescue services of owned, stray, homeless or unwanted animals will be at the rates set forth in the City Code. All other City related fees for service shall be established/approved by the City prior to implementation.
  - P. The City will, in cooperation with the Society, determine the necessary forms to provide services for impounded animals under this Agreement. If the City requires more forms, it will supply them at no cost to the Society.

- Q. The Society will be responsible for compiling reports from these records. No animals, whether alive or dead, will be knowingly released, sold, adopted or placed for any type of research or experimental purposes.
- R. The Society is no longer responsible for the performance of field duties within the City, and its employees shall not wear any and/or all uniforms, patches, badges, emblems or other items that display the City of Chattanooga or the City of Chattanooga Police Department name or logo. Vehicles titled to the Society shall not use the blue emergency lights within the City.
- S. The fee collected by the Society for the adoption of a pet will include the following:
1. Rabies vaccination and/or deposit fee;
  2. City license and/or deposit fee;
  3. Veterinarian exam within three (3) business days;
  4. Spay/Neuter surgery;
  5. Adoption/administrative fee; and
  6. Free 2-month pet insurance if available.
- T. The Society shall grant immediate access and/or custody to any animal when so requested by the City's ASD. In the event the City's ASD desires to allow the media or other visitors access to the area in which animals are kept, the City's ASD shall notify the shelter in writing not less than 24 hours prior to such visit.
- U. No animal shall be refused if surrendered to the Society by the owner if the owner is a resident of the City, and no such owner shall be told that any contribution to the City or the Society is mandatory in such situation.
- V. The Society shall not release any animal upon which the City's ASD has placed a hold without the prior written authorization of an ASD supervisor or an A.S.D. officer



involved with the case. Such authorization may be via electronic mail or facsimile transmission.

- W. The Society shall immediately notify ASD of any health or other problem with any impounded animal upon which ASD has placed a hold.
- X. The Society agrees that all funds and fees received by the Society pursuant to this Agreement shall be expended on operating costs of the Society and shall not be used for capital expenditures, provided that said funds may be used for routine maintenance and repair costs. Notwithstanding the foregoing, the Society may expend such funds on capital expenditures with the prior written permission of the City Finance Officer.

1.2 CITY ANIMAL SERVICES DIVISION RESPONSIBILITIES.

- A. The City Animal Services Officers shall unload and kennel the animals that they transport to the shelter for housing.
- B. In the event that an Officer brings a sick or injured animal to the shelter that, in the opinion of the Society Executive Director, or designee, requires immediate veterinary care and stabilization, the Officer must transport such animal to a veterinary clinic within the City. The Society shall be responsible for all associated veterinary costs. If the animal is to be returned to the shelter, a request for transport may be directed to the City ASD.
- C. All live animals (within the jurisdiction of the City) still within their legal holding period, which are temporarily housed at or need to be taken to facilities such as veterinary clinics, shall be transported by the City Animal Services Officers.

1.3 TERM.

This Agreement will be effective upon its full execution by the appropriate officials shown on the signature page of this document. The parties acknowledge that the Society will provide services pursuant to this Agreement as of December 1, 2003. The term of this Agreement will expire on November 30, 2004, unless earlier terminated pursuant to the provisions of this Agreement. The term of this Agreement may be extended by mutual agreement of the parties in writing.

1.4 CONTRACT PRICE.

Whereas the Society is responsible for the collection of City fees concerning the impound, rescue, licensing, permitting, boarding or other fees, the Society shall retain all such collected fees to be used in accordance with this agreement and any applicable City ordinances.

For the satisfactory performance of the services ordered and rendered under this Agreement, the City will pay the Society a total contract price of \$502,062.00, to be paid as follows: payment of \$41,838.50 per month from December 1, 2003 through November 30, 2004. All funds paid to the Society or retained by the Society in the form of fees pursuant to this Agreement will be used by the Society solely for the operation and maintenance of the shelter as per the terms of this Agreement.

1.5 INVOICES AND PAYMENT SCHEDULE.

Payment for services rendered will be on a monthly basis. The Society shall send an invoice to the City by the fifteenth day of the month prior to payment due for services rendered pursuant to this agreement. The City will pay all such invoices within thirty (30) days of receipt from the Society; the City will pay a one percent (1%) penalty for every thirty (30) days that any such payment is late. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

1.6 RECORD OF ANIMALS & PEOPLE.

The Society shall maintain records for five years, on forms provided by the Society and approved by the City or on computer duplicates or disc in a format to be mutually agreed upon, of all animals received by the Society as having originated within the lawful limits of the City, including but not limited to person's name (either owner or finder), address of owner or location of where found, phone number, drivers license or other legal means of identification of owner, date and time received, animal description (include breed, sex, approximate age and outstanding physical features), animal identification (if any) and disposition. If adopted, redeemed or placed, the Society shall maintain records that include the date of adoption, redemption or placement, all fees involved, medical history, name, address, phone number & legal identification of the adopter, legal agent or owner of the animal. All information concerning the adoption, placement or disposition of any animal shall be made available to the Mayor or Director of ASD immediately upon request during regular Society business hours.

1.7 SOCIETY FACILITY HOURS.

The Society shall maintain suitable office hours of at least 40 hours and will provide at least 30 hours public viewing of animals. Observation of animals will be open to the City during these office and kennel hours. The Society shall provide the City ASD with a listing of its recognized holidays, which shall be set at the discretion of the Society for the convenience of the public, for the purpose of transacting business in connection with the Society's duties under this Agreement, and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals or adoptions. The Society will give Animal Services 30 days written notice of any closings of the facilities beyond its usual and posted schedule. Upon request by the City, the Society shall immediately allow the inspection of the Society's facilities

and shelter during regular business hours. Any closures not in accordance with this agreement shall be stated in writing to the director of Animal Services as soon as possible prior to the closing.

1.8 ANIMAL CRUELTY INVESTIGATIONS & SPECIAL HOLDS.

All animals that are impounded as a result of an animal cruelty investigation, to be used as evidence, to be held per specific instructions of the ASD or the Chattanooga Police Department, or as a result of a disaster and/or other circumstances not reasonably associated with the normally accepted legal holding time of animals shall be held for a minimum of thirty (30) business days and shall not be released, adopted or otherwise disposed of without authorization from the ASD. The City shall provide the Society with a written form and procedure for placing animals on hold and removing such animals from a “hold” status. At the discretion and direction of the ASD or prosecuting entity, the Society will house any such animals in an area not normally open to the public. The Society shall immediately release an animal upon court order or upon request of the prosecuting entity. The animal(s) shall be released and the custody changed as directed in the court order and/or by the prosecuting entity.

All requests for information (as per circumstances described in this section) regarding the care, custody, control, status, location, expenses, disposition and/or case details shall be referred to the ASD. No information regarding animals held under these circumstances shall be released by the Society without the written permission of the ASD and/or the prosecuting entity except pursuant to a court order.

If the City is prosecuting animal cruelty charges and has impounded an animal beyond said minimum thirty (30) business day period or if the City requests that the Society care for an animal after said minimum thirty (30) day period has expired, the City shall reimburse the

Society at the rate of five dollars (\$5.00) per day for the cost incurred for the care, control and custody of any such animal so impounded by the ASD or the Chattanooga Police Department after the initial thirty (30) business days have expired.

1.9 ACCOUNTS, RECORDS & REPORTING.

A. Society Fund Accounts.

The Society will keep all funds, accounts and financial records for the operation of the shelter in accordance with this Agreement, segregated from all of the Society's funds, accounts and financial records.

B. Monthly and Annual Reports.

The Society shall deliver to the City Animal Services and City Council annual reports on or by the 15<sup>th</sup> day of September, of all expenditures, animals housed, received and processed pursuant to this Agreement. The Society will also submit to CAS and City Council the following reports by the fifteenth business day of each month. Such reports shall include but not be limited to the following:

- ◆ Total number of animals handled.
- ◆ Disposition of animals, classified by (a) species, (b) puppy or kitten vs. adult, and (c) sex of each animal;
- ◆ Fees collected per category;
- ◆ Report of all persons who fail to obtain rabies or city license;
- ◆ Report of all animal adopters that fail to spay/neuter within required time period, if animals are not being spayed/neutered before adoption;

- ◆ Animal statistics that include, but are not limited to, the number of animals designated as the responsibility of the City received either by the Society or presented by City Animal Services, and the disposition of such animals;
- ◆ How animals entered the Society's custody, classified by manner of entry (i.e., public stray, owned, truck stray, truck owned, quarantine observation, rescue, evidence, safekeeping, special hold, other);
- ◆ Detailed report regarding the collection of the \$20 surcharge on each unaltered animal license, and details on the usage for the City spay/neuter program. (Such surcharge funds are to supplement spay/neuter programs only, whether that of the Society or that of independent non-profit organizations and are not to be used in any for capital or administrative expenses);
- ◆ How many volunteers are presently active with the Society and in what capacity they serve the Society; and,
- ◆ A listing of any and all current board members, committee members, copies of board meeting minutes, and committee minutes.

The Society must, within the first quarter of a new contract period (or as soon as such report is available), submit to the City Finance Department and the Animal Services Manager a copy of their annual audited financial report for the contract year having just ended during which this Agreement was in effect.

If any of the required reports or records in this agreement are not given to the City within thirty (30) days of the agreed upon time frame, the contractual amount paid by the

City to the Society each month will be reduced by 1% for each month such report or record is delayed.

C. Access to Records.

Upon two business day's written notice to the Society, the City will have access to any books, documents, papers and records of the Society that are directly pertinent to this Agreement for the purpose of conducting audits, if desired.

1.10 NOTICES.

Invoices, communication and details concerning this Agreement will be directed to the following representatives:

*City of Chattanooga*  
Director  
Animal Services Division  
3300 Amnicola Highway  
Chattanooga, TN 37406  
(423) 698-9587  
(423) 698-9586 fax

*Humane Educational Society of  
Hamilton County, Inc.*  
Director  
212 N. Highland Park Avenue  
Chattanooga, TN 37404  
(423) 624-5302  
(423) 624-1754 fax

**ARTICLE 2.  
TERMINATION**

2.1 CITY'S RIGHT OF TERMINATION.

The City reserves the right to suspend or terminate this Agreement for cause upon written notice to the Society if (1) the Society fails to properly perform its material obligations under this Agreement, or (2) the Society materially violates any material provision of this Agreement, and the Society has failed to properly perform or to properly cure any such violation following thirty (30) day's written notice to the Society from the City notifying the Society of such violation.

2.2 SOCIETY'S RIGHT OF TERMINATION.

The Society reserves the right to suspend or terminate this Agreement for cause if (1) the City fails to properly perform its material obligations under this Agreement, or (2) the City materially violates any provision of this Agreement, and the City has failed to properly perform or to properly cure any such violation following thirty (30) days written notice to the City from the Society notifying the City of such violation.

**ARTICLE 3.  
INSURANCE**

3.1 At no additional cost to the City, the Society will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Society, its agents, representatives, employees, volunteers or subcontractors.

3.2 COMMERCIAL GENERAL LIABILITY INSURANCE.

The Society will maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

- (1) Contain or be endorsed to contain a provision that includes the City, its officials, officers and employees as insureds with respect to liability arising out of work or operations performed by or on behalf of the Society including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed



insureds. Liability coverage can be provided in the form of an endorsement to the Society's insurance or as a separate owner's policy; and

- (2) For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers and employees. Any insurance or self-insurance programs covering the City, its officials, officers and employees will be excess of the Society's insurance and will not contribute with it.

3.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

The Society will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee and employers' liability insurance with limits of not less than one million dollars (\$1,000,000). The Society will require each of its subcontractors to provide workers' compensation for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the Society's workers' compensation insurance coverage.

3.4 OTHER INSURANCE REQUIREMENTS.

The Society will:

- A. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the City Attorney of the City of Chattanooga;
- B. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
- C. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;

- D. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a breach of contract;
- E. Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
- F. Require all subcontractors to maintain during the terms of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Society's insurance) in the same manner as specified for the Society, and furnish subcontractor's certificates of insurance to the City immediately upon request.

Furthermore, any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer will reduce or eliminate such deductibles or self-insured retention as respects this Agreement, or (2) the Society will provide a financial guarantee satisfactory to the City, which guarantees payment of losses and related investigations, claims administration and defense expenses.

**ARTICLE 4.**  
**NON-DISCRIMINATION**

The Society:

- A. Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

- B. Will insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability;
- C. Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and
- D. Will include these provisions in every subcontract or sublease let by or for it.

**ARTICLE 5.  
MISCELLANEOUS PROVISIONS**

5.1 BOARD OF DIRECTORS.

The Society agrees that its Board of Directors will consist of at least one representative of the City, to be appointed by the Mayor and confirmed by the City Council, and such representative shall have the same voting privileges as any other duly elected board member of the Society's Board of Directors. Said representative shall be a full voting member of any executive committee at all times.

5.2 INDEPENDENT CONTRACTOR.

The Society, including all of its agents, employees, and volunteers, will render all services under this Agreement as an independent contractor and will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

5.3 ASSIGNMENT.

The Society will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

5.4 SUBCONTRACTORS TO THE AGREEMENT.

The Society will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

5.5 WRITTEN AMENDMENTS.

This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

5.6 REQUIRED APPROVALS.

Neither the Society nor the City is bound by this Agreement until approved by the appropriate officials shown on the signature page of this Agreement.

5.7 ARTICLE CAPTIONS.

The captions appearing in this Agreement are for the convenience only and are not a part of this Agreement, and they do not in any way limit or amplify the provisions of this Agreement.

5.8 SEVERABILITY.

If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provisions in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

5.9 FEDERAL, STATE AND LOCAL REQUIREMENTS.

The Society is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

5.10 GOVERNING LAW.

This Agreement will be governed and construed in accordance with the laws of Tennessee.

5.11 ENTIRE AGREEMENT.

This Agreement forms the entire Agreement between the City and the Society. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

5.12 MONITORING.

The monitoring of the conditions of this Agreement shall be the responsibility of the ASD, a division of the Chattanooga Police Department.

5.13 MODIFICATION.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Entered into as of the day and date first above written.

**CITY OF CHATTANOOGA, TENNESSEE**

**HUMANE EDUCATIONAL SOCIETY  
OF HAMILTON COUNTY, INC.**

By: \_\_\_\_\_  
J. L. Dotson, Chief of Police

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

**AGREEMENT BETWEEN THE CITY OF CHATTANOOGA, TENNESSEE  
AND  
HUMANE EDUCATIONAL SOCIETY OF HAMILTON COUNTY, INC.**

This Agreement is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2003, by and between CITY OF CHATTANOOGA, TENNESSEE (hereinafter referred to as the "City"), and the HUMANE EDUCATIONAL SOCIETY OF HAMILTON COUNTY, INC. (hereinafter referred to as the "Society").

**WITNESSETH**

WHEREAS, the presence of stray animals in the City of Chattanooga is a public nuisance; and

WHEREAS, it is necessary toward the abatement of said nuisance that the City provide a shelter for impounded, unwanted and other stray animals until they can be placed or humanely disposed of; and

WHEREAS, the City deems it efficient and economical to contract with the Society for the operation of an animal shelter; and

WHEREAS, the Society is willing to undertake the operation of such a shelter;

NOW THEREFORE, in consideration of these premises, it is mutually agreed as follows:

**ARTICLE 1.  
BASIC AGREEMENT**

The Society is hereby contracted to accept from the City and impound all lost, stray, homeless, unwanted or at-large domesticated animals and all domesticated animals which have bitten persons, coming into its care, custody and control as a result of violations of animal law,

regulations, or ordinances and to return to owner, place, adopt or humanely dispose of such animals in accordance with all applicable laws and terms of this Agreement. For the purposes of this Agreement, however, "animal" shall not include any Tennessee native wildlife as defined by Tennessee Code Annotated § 70-4-402 but shall include all domesticated animals and non-native Tennessee animals, living or found within the city limits of the City and/or other jurisdictions and entities with which the City has or will have an Animal Services Agreement such as, but not limited to, property controlled or owned by the University of Tennessee/Chattanooga.

1.1 SCOPE OF SERVICES.

In the furtherance of these obligations the Society shall perform the following:

- D. Furnish and maintain animal shelter facilities at 212 North Highland Park Avenue, Chattanooga, Tennessee, or at such other location or locations agreed upon in writing in advance by the parties (said animal shelter facilities are hereinafter referred to as the "shelter").
- E. Provide proper food, water, shelter and other humane treatment for all animals which the City's Animal Services Division (hereafter, also referred to as ASD) places into the Society's custody until such animals are reclaimed, placed, adopted or humanely euthanized by the Society. All provisions of this section shall be in compliance with the standards set forth and recognized by the Humane Society of the United States.
- F. Make such attempts as are required by law or this agreement to notify the owner of any impounded animals.
- D. Hold each impounded animal, with no means of possible owner identification for the period of five (5) days (or such other longer period of time as may be required by law), except for feral cats (see below\*), not including the day of pick-up or

acceptance by the Society, unless such animal is sick, diseased and/or injured to a point that a veterinarian, duly and currently licensed in the State of Tennessee, or other person acting at the direction of a veterinarian, deems it more humane to euthanize such animal than hold it for the required stray holding period. In the event any animal is euthanized pursuant to the preceding sentence, the Society shall furnish notification via e-mail, facsimile, or written report to the supervisor of the ASD within twenty-four (24) hours of such event including the specific reason that such animal was euthanized, as given by the veterinarian or the person acting at the direction of such.

\*Feral cat is defined as a cat who is too unsocialized (wild) to be placed in a typical pet home. Cats that are brought to the Society and suspected to be feral (as corroborated by the person/ officer bringing the cat and a handler at the Society) will be held a minimum of three (3) days for a “cooling off” period, before a definite determination of feral or domestic is made. If the cat is determined to be feral, it will be disposed of in accordance with the Society’s policy. If the cat is determined domestic, it will be held for a minimum of 2 more days before disposition in accordance with the Society’s policy.

- E. Impounded animals with means of possible owner identification shall be kept a minimum of ten (10) days, not including the day of pick-up or acceptance by the Society (or such other longer period of time as may be required by law), unless such animal is sick, diseased and/or injured to a point that a veterinarian, duly and currently licensed in the State of Tennessee, or other person acting at the direction of a veterinarian, deems it more humane to euthanize such animal than hold it for the



- required holding period. In the event any animal is euthanized pursuant to the preceding sentence, the Society shall furnish notification via e-mail, facsimile, or written report to the supervisor of the ASD within twenty-four (24) hours of such event including the specific reason that such animal was euthanized, as given by the veterinarian or the person acting at the direction of such.
- F. The Society shall provide the owners of lost animals and those who have found lost animals with the ability to list such animals on "Lost & Found" list; referrals to animals listed that may be the animals the owners or finders have lost or found; the telephone number and address of other shelters, facilities or organizations in the same vicinity; and advice as to the means of locating lost pets or advertising found animals.
- G. Within two (2) business days of receipt of an animal whose owner may be identified, the Society shall mail to such possible owner at his or her last known address a letter or postcard stating the location and description of the animal, the process of how to retrieve the animal, a contact phone number for the Society and the hours of operation of the Society's shelter. For the purposes of this Agreement, a business day shall include any day the Society is normally open to the public for the viewing of animals for adoption, placement or return to the rightful owner. Due to the potentially sensitive nature of the cases, this section on retrieval letters does not apply to animals impounded by a ASD Officer if they are 1) placed on an evidence hold, 2) placed on potentially dangerous or dangerous dog hold, and/or 3) placed on hold pending a court disposition, unless the impounding officer directs the mailing of such letter.
- H. The Society will offer to the public the ability to license animals as required by City ordinance (said license is hereinafter referred to as the "City license" or "required

license"). The Society will be responsible for timely processing of City license applications received by mail, mailing renewal reminder notices prior to City license expiration, ensuring that all adopted or owner-redeemed, qualified animals, 3 months of age or older, leave the shelter with the required license. A "qualified" animal is one that has been vaccinated against rabies and resides in the City.

- I. The Society shall accept all animals into the shelter for rabies observation and/or euthanasia for testing as required by the City or the Hamilton County Environmental Health Department. The Society shall adhere to all regulations, ordinances and/or laws concerning the housing, handling, observation, preparation for testing and/or euthanasia of all possible rabies-suspect animals. The rabies observation area at the shelter shall be secure and isolated from the public and general stray animal population.
- J. All cages, kennels and enclosures at the shelter shall be cleaned and disinfected on a daily basis to prevent transmission of disease; animals at the shelter shall be fed at least once a day an adequate and balanced diet and sufficiently watered, and the staff of the Society shall be trained in the recognition of common domestic diseases and humane handling of animals.
- K. The Society shall be solely responsible, unless otherwise noted in this Agreement, for all duties and staffing normally associated with the housing of animals at the shelter including, but not limited to, care, cleaning, medical attention (daily and emergency), collection of city related fees, euthanasia, disposal of carcasses, rabies observation and testing, sale of city license, public rabies clinics, adherence to all applicable laws, redemption and public information as it relates to animals in the City. Any requests

- for information regarding, but not limited to, animals, cases, witnesses, names, complainants etc. left with the Society by the ASD should be referred to the supervisor of the ASD. Such requests will be handled by the ASD supervisor to prevent the disclosure of confidential information regarding any ongoing criminal investigations.
- L. The Society shall provide an area at the shelter for the unloading, housing, processing of field-impounded animals and storage of equipment so as to have the ability to wash and sanitize animal transport vehicles and equipment. The Society shall not be responsible for the purchasing of vehicle cleaning supplies.
  - M. The Society shall provide City Animal Service Officers the ability to access adequate facilities at the shelter during non-public work hours for the purpose of unloading impounded animals, picking up equipment and/or cleaning of vehicles.
  - N. The Society will accept from the public cash, checks, MasterCard and Visa for all services and products.
  - S. Fees for impoundment, board, disposal, euthanasia, licenses, permits, pickup services, adoption, and rescue services of owned, stray, homeless or unwanted animals will be at the rates set forth in the City Code. All other City related fees for service shall be established/approved by the City prior to implementation.
  - T. The City will, in cooperation with the Society, determine the necessary forms to provide services for impounded animals under this Agreement. If the City requires more forms, it will supply them at no cost to the Society.

- U. The Society will be responsible for compiling reports from these records. No animals, whether alive or dead, will be knowingly released, sold, adopted or placed for any type of research or experimental purposes.
- V. The Society is no longer responsible for the performance of field duties within the City, and its employees shall not wear any and/or all uniforms, patches, badges, emblems or other items that display the City of Chattanooga or the City of Chattanooga Police Department name or logo. Vehicles titled to the Society shall not use the blue emergency lights within the City.
- Y. The fee collected by the Society for the adoption of a pet will include the following:
  - 1. Rabies vaccination and/or deposit fee;
  - 2. City license and/or deposit fee;
  - 3. Veterinarian exam within three (3) business days;
  - 4. Spay/Neuter surgery;
  - 5. Adoption/administrative fee; and
  - 6. Free 2-month pet insurance if available.
- Z. The Society shall grant immediate access and/or custody to any animal when so requested by the City's ASD. In the event the City's ASD desires to allow the media or other visitors access to the area in which animals are kept, the City's ASD shall notify the shelter in writing not less than 24 hours prior to such visit.
- AA. No animal shall be refused if surrendered to the Society by the owner if the owner is a resident of the City, and no such owner shall be told that any contribution to the City or the Society is mandatory in such situation.
- BB. The Society shall not release any animal upon which the City's ASD has placed a hold without the prior written authorization of an ASD supervisor or an A.S.D. officer

involved with the case. Such authorization may be via electronic mail or facsimile transmission.

CC. The Society shall immediately notify ASD of any health or other problem with any impounded animal upon which ASD has placed a hold.

DD. The Society agrees that all funds and fees received by the Society pursuant to this Agreement shall be expended on operating costs of the Society and shall not be used for capital expenditures, provided that said funds may be used for routine maintenance and repair costs. Notwithstanding the foregoing, the Society may expend such funds on capital expenditures with the prior written permission of the City Finance Officer.

1.2 CITY ANIMAL SERVICES DIVISION RESPONSIBILITIES.

D. The City Animal Services Officers shall unload and kennel the animals that they transport to the shelter for housing.

E. In the event that an Officer brings a sick or injured animal to the shelter that, in the opinion of the Society Executive Director, or designee, requires immediate veterinary care and stabilization, the Officer must transport such animal to a veterinary clinic within the City. The Society shall be responsible for all associated veterinary costs. If the animal is to be returned to the shelter, a request for transport may be directed to the City ASD.

F. All live animals (within the jurisdiction of the City) still within their legal holding period, which are temporarily housed at or need to be taken to facilities such as veterinary clinics, shall be transported by the City Animal Services Officers.

1.3 TERM.

This Agreement will be effective upon its full execution by the appropriate officials shown on the signature page of this document. The parties acknowledge that the Society will provide services pursuant to this Agreement as of December 1, 2003. The term of this Agreement will expire on November 30, 2004, unless earlier terminated pursuant to the provisions of this Agreement. The term of this Agreement may be extended by mutual agreement of the parties in writing.

1.4 CONTRACT PRICE.

Whereas the Society is responsible for the collection of City fees concerning the impound, rescue, licensing, permitting, boarding or other fees, the Society shall retain all such collected fees to be used in accordance with this agreement and any applicable City ordinances.

For the satisfactory performance of the services ordered and rendered under this Agreement, the City will pay the Society a total contract price of \$502,062.00, to be paid as follows: payment of \$41,838.50 per month from December 1, 2003 through November 30, 2004. All funds paid to the Society or retained by the Society in the form of fees pursuant to this Agreement will be used by the Society solely for the operation and maintenance of the shelter as per the terms of this Agreement.

1.5 INVOICES AND PAYMENT SCHEDULE.

Payment for services rendered will be on a monthly basis. The Society shall send an invoice to the City by the fifteenth day of the month prior to payment due for services rendered pursuant to this agreement. The City will pay all such invoices within thirty (30) days of receipt from the Society; the City will pay a one percent (1%) penalty for every thirty (30) days that any such payment is late. Payment for services rendered does not indicate the City's acceptance of such services as being fully in accord with all the provisions of this Agreement.

1.6 RECORD OF ANIMALS & PEOPLE.

The Society shall maintain records for five years, on forms provided by the Society and approved by the City or on computer duplicates or disc in a format to be mutually agreed upon, of all animals received by the Society as having originated within the lawful limits of the City, including but not limited to person's name (either owner or finder), address of owner or location of where found, phone number, drivers license or other legal means of identification of owner, date and time received, animal description (include breed, sex, approximate age and outstanding physical features), animal identification (if any) and disposition. If adopted, redeemed or placed, the Society shall maintain records that include the date of adoption, redemption or placement, all fees involved, medical history, name, address, phone number & legal identification of the adopter, legal agent or owner of the animal. All information concerning the adoption, placement or disposition of any animal shall be made available to the Mayor or Director of ASD immediately upon request during regular Society business hours.

1.7 SOCIETY FACILITY HOURS.

The Society shall maintain suitable office hours of at least 40 hours and will provide at least 30 hours public viewing of animals. Observation of animals will be open to the City during these office and kennel hours. The Society shall provide the City ASD with a listing of its recognized holidays, which shall be set at the discretion of the Society for the convenience of the public, for the purpose of transacting business in connection with the Society's duties under this Agreement, and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals or adoptions. The Society will give Animal Services 30 days written notice of any closings of the facilities beyond its usual and posted schedule. Upon request by the City, the Society shall immediately allow the inspection of the Society's facilities

and shelter during regular business hours. Any closures not in accordance with this agreement shall be stated in writing to the director of Animal Services as soon as possible prior to the closing.

1.8 ANIMAL CRUELTY INVESTIGATIONS & SPECIAL HOLDS.

All animals that are impounded as a result of an animal cruelty investigation, to be used as evidence, to be held per specific instructions of the ASD or the Chattanooga Police Department, or as a result of a disaster and/or other circumstances not reasonably associated with the normally accepted legal holding time of animals shall be held for a minimum of thirty (30) business days and shall not be released, adopted or otherwise disposed of without authorization from the ASD. The City shall provide the Society with a written form and procedure for placing animals on hold and removing such animals from a “hold” status. At the discretion and direction of the ASD or prosecuting entity, the Society will house any such animals in an area not normally open to the public. The Society shall immediately release an animal upon court order or upon request of the prosecuting entity. The animal(s) shall be released and the custody changed as directed in the court order and/or by the prosecuting entity.

All requests for information (as per circumstances described in this section) regarding the care, custody, control, status, location, expenses, disposition and/or case details shall be referred to the ASD. No information regarding animals held under these circumstances shall be released by the Society without the written permission of the ASD and/or the prosecuting entity except pursuant to a court order.

If the City is prosecuting animal cruelty charges and has impounded an animal beyond said minimum thirty (30) business day period or if the City requests that the Society care for an animal after said minimum thirty (30) day period has expired, the City shall reimburse the



Society at the rate of five dollars (\$5.00) per day for the cost incurred for the care, control and custody of any such animal so impounded by the ASD or the Chattanooga Police Department after the initial thirty (30) business days have expired.

1.9 ACCOUNTS, RECORDS & REPORTING.

A. Society Fund Accounts.

The Society will keep all funds, accounts and financial records for the operation of the shelter in accordance with this Agreement, segregated from all of the Society's funds, accounts and financial records.

B. Monthly and Annual Reports.

The Society shall deliver to the City Animal Services and City Council annual reports on or by the 15<sup>th</sup> day of September, of all expenditures, animals housed, received and processed pursuant to this Agreement. The Society will also submit to CAS and City Council the following reports by the fifteenth business day of each month. Such reports shall include but not be limited to the following:

- ◆ Total number of animals handled.
- ◆ Disposition of animals, classified by (a) species, (b) puppy or kitten vs. adult, and (c) sex of each animal;
- ◆ Fees collected per category;
- ◆ Report of all persons who fail to obtain rabies or city license;
- ◆ Report of all animal adopters that fail to spay/neuter within required time period, if animals are not being spayed/neutered before adoption;

- ◆ Animal statistics that include, but are not limited to, the number of animals designated as the responsibility of the City received either by the Society or presented by City Animal Services, and the disposition of such animals;
- ◆ How animals entered the Society's custody, classified by manner of entry (i.e., public stray, owned, truck stray, truck owned, quarantine observation, rescue, evidence, safekeeping, special hold, other);
- ◆ Detailed report regarding the collection of the \$20 surcharge on each unaltered animal license, and details on the usage for the City spay/neuter program. (Such surcharge funds are to supplement spay/neuter programs only, whether that of the Society or that of independent non-profit organizations and are not to be used in any for capital or administrative expenses);
- ◆ How many volunteers are presently active with the Society and in what capacity they serve the Society; and,
- ◆ A listing of any and all current board members, committee members, copies of board meeting minutes, and committee minutes.

The Society must, within the first quarter of a new contract period (or as soon as such report is available), submit to the City Finance Department and the Animal Services Manager a copy of their annual audited financial report for the contract year having just ended during which this Agreement was in effect.

If any of the required reports or records in this agreement are not given to the City within thirty (30) days of the agreed upon time frame, the contractual amount paid by the

City to the Society each month will be reduced by 1% for each month such report or record is delayed.

C. Access to Records.

Upon two business day's written notice to the Society, the City will have access to any books, documents, papers and records of the Society that are directly pertinent to this Agreement for the purpose of conducting audits, if desired.

1.10 NOTICES.

Invoices, communication and details concerning this Agreement will be directed to the following representatives:

*City of Chattanooga*  
Director  
Animal Services Division  
3300 Amnicola Highway  
Chattanooga, TN 37406  
(423) 698-9587  
(423) 698-9586 fax

*Humane Educational Society of  
Hamilton County, Inc.*  
Director  
212 N. Highland Park Avenue  
Chattanooga, TN 37404  
(423) 624-5302  
(423) 624-1754 fax

**ARTICLE 2.  
TERMINATION**

2.1 CITY'S RIGHT OF TERMINATION.

The City reserves the right to suspend or terminate this Agreement for cause upon written notice to the Society if (1) the Society fails to properly perform its material obligations under this Agreement, or (2) the Society materially violates any material provision of this Agreement, and the Society has failed to properly perform or to properly cure any such violation following thirty (30) day's written notice to the Society from the City notifying the Society of such violation.

2.2 SOCIETY'S RIGHT OF TERMINATION.

The Society reserves the right to suspend or terminate this Agreement for cause if (1) the City fails to properly perform its material obligations under this Agreement, or (2) the City materially violates any provision of this Agreement, and the City has failed to properly perform or to properly cure any such violation following thirty (30) days written notice to the City from the Society notifying the City of such violation.

**ARTICLE 3.  
INSURANCE**

3.1 At no additional cost to the City, the Society will procure and maintain for the duration of this Agreement insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the Society, its agents, representatives, employees, volunteers or subcontractors.

3.2 COMMERCIAL GENERAL LIABILITY INSURANCE.

The Society will maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Such insurance will:

- (3) Contain or be endorsed to contain a provision that includes the City, its officials, officers and employees as insureds with respect to liability arising out of work or operations performed by or on behalf of the Society including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed

insureds. Liability coverage can be provided in the form of an endorsement to the Society's insurance or as a separate owner's policy; and

- (4) For any claims related to this Agreement, be primary insurance as respects the City, its officials, officers and employees. Any insurance or self-insurance programs covering the City, its officials, officers and employees will be excess of the Society's insurance and will not contribute with it.

3.3 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

The Society will maintain workers' compensation insurance with statutory limits as required by the State of Tennessee and employers' liability insurance with limits of not less than one million dollars (\$1,000,000). The Society will require each of its subcontractors to provide workers' compensation for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the Society's workers' compensation insurance coverage.

3.4 OTHER INSURANCE REQUIREMENTS.

The Society will:

- G. Prior to commencement of services, furnish the City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Article, and provide that such insurance will not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the City Attorney of the City of Chattanooga;
- H. If requested by the City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
- I. Replace certificates, policies and endorsements for any such insurance expiring prior to completion of services;

- J. Maintain such insurance from the time services commence until services are satisfactorily completed, and note that failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a breach of contract;
- K. Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A:V; and
- L. Require all subcontractors to maintain during the terms of this Agreement, Commercial General Liability insurance, Business Automobile Liability insurance and Workers' Compensation/Employers' Liability insurance (unless subcontractor's employees are covered by the Society's insurance) in the same manner as specified for the Society, and furnish subcontractor's certificates of insurance to the City immediately upon request.

Furthermore, any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer will reduce or eliminate such deductibles or self-insured retention as respects this Agreement, or (2) the Society will provide a financial guarantee satisfactory to the City, which guarantees payment of losses and related investigations, claims administration and defense expenses.

**ARTICLE 4.**  
**NON-DISCRIMINATION**

The Society:

- E. Will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

- F. Will insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, national origin, sex or disability;
- G. Will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and
- H. Will include these provisions in every subcontract or sublease let by or for it.

**ARTICLE 5.  
MISCELLANEOUS PROVISIONS**

5.14 BOARD OF DIRECTORS.

The Society agrees that its Board of Directors will consist of at least one representative of the City, to be appointed by the Mayor and confirmed by the City Council, and such representative shall have the same voting privileges as any other duly elected board member of the Society's Board of Directors. Said representative shall be a full voting member of any executive committee at all times.

5.15 INDEPENDENT CONTRACTOR.

The Society, including all of its agents, employees, and volunteers, will render all services under this Agreement as an independent contractor and will not be considered an employee of the City, nor will it be entitled to any benefits, insurance, pension, or workers' compensation as an employee of the City.

5.16 ASSIGNMENT.

The Society will not assign or transfer any interest in this Agreement without obtaining the prior written approval of the City.

5.17 SUBCONTRACTORS TO THE AGREEMENT.

The Society will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

5.18 WRITTEN AMENDMENTS.

This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

5.19 REQUIRED APPROVALS.

Neither the Society nor the City is bound by this Agreement until approved by the appropriate officials shown on the signature page of this Agreement.

5.20 ARTICLE CAPTIONS.

The captions appearing in this Agreement are for the convenience only and are not a part of this Agreement, and they do not in any way limit or amplify the provisions of this Agreement.

5.21 SEVERABILITY.

If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provisions in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

5.22 FEDERAL, STATE AND LOCAL REQUIREMENTS.

The Society is responsible for full compliance with all applicable federal, state, and local laws, rules and regulations.

5.23 GOVERNING LAW.



This Agreement will be governed and construed in accordance with the laws of Tennessee.

5.24 ENTIRE AGREEMENT.

This Agreement forms the entire Agreement between the City and the Society. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this writing, will be of no force or effect.

5.25 MONITORING.

The monitoring of the conditions of this Agreement shall be the responsibility of the ASD, a division of the Chattanooga Police Department.

5.26 MODIFICATION.

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Entered into as of the day and date first above written.

**CITY OF CHATTANOOGA, TENNESSEE**

**HUMANE EDUCATIONAL SOCIETY  
OF HAMILTON COUNTY, INC.**

By: \_\_\_\_\_  
J. L. Dotson, Chief of Police

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