

Dear Thomas County Board of Commissioners,

Please find attached a proposal for animal control services. This is largely based on the draft provided by Mike Stephenson in October 2022, with changes as suggested by members of the Board of Commissioners to address concerns.

We look forward to the opportunity to continue to serve you and the community.

Thank you for your consideration.

Sincerely,

Thomasville-Thomas County Humane Society

DRAFT of 2/15/2023
2023-2032 ANIMAL CONTROL AGREEMENT
THOMAS COUNTY, GEORGIA

THIS CONTRACT entered into this the ___ day of _____, 2023, by and between THOMAS COUNTY BOARD OF COMMISSIONERS (hereinafter known as the County); CITY OF THOMASVILLE, CITY OF BOSTON, CITY OF PAVO, CITY OF COOLIDGE, CITY OF MEIGS, CITY OF BARWICK and CITY OF OCHLOCKNEE (hereinafter known as “the Cities”); THOMAS COUNTY SHERIFF’S OFFICE (hereinafter known as “the Sheriff”); and the THOMASVILLE-THOMAS COUNTY HUMANE SOCIETY (hereinafter known as “the Society”).

Whereas, it is the mission of the County and the Sheriff, pursuant to Georgia law, to ensure the health and safety of the human population of Thomas County by protecting them from dangerous animals; and

Whereas, it is the mission of the Society to promote the humane treatment of animals in Thomas County,

Now therefore, be it mutually agreed as follows:

1. This agreement shall begin on ____ and terminate on December 31, 2032. The agreement may be terminated by the County or the Society with 180 day notice to the other parties. The Sheriff may exit this agreement with a 180 day notice to all parties. The Cities may exit the agreement with a 30-day notice to the other parties. The exit of the Sheriff or the Society shall not transfer any additional responsibility to the other.
2. The Sheriff agrees to provide the following throughout all incorporated and unincorporated areas of Thomas County:
 - a. Respond to all calls for wildlife, livestock, and other animals other than dogs and domestic cats;
 - b. Respond to all calls for any animal, including dogs and domestic cats, treated cruelly;
 - c. Respond to calls for Sheriff’s Office emergency assistance;
 - d. Enforce all animal control related County ordinances and Georgia laws, pursuant to the Sheriff’s oath of office;
 - e. Prosecute all cases for violation of Georgia laws or ordinances;
 - f. Consult the Georgia Department of Public Health regarding the handling of relevant cases.
3. The Society agrees to provide the following throughout all incorporated and unincorporated areas of Thomas County:
 - a. Respond to all calls for dogs and domestic cats;
 - b. Respond to all calls for dangerous dogs posing an imminent threat to humans;
 - c. Respond to all calls for dog or domestic cat treated cruelly;
 - d. Consult the Georgia Department of Public Health regarding the handling of relevant cases;
 - e. Perform their responsibilities pursuant to Georgia law and regulations;
 - f. Assist the Sheriff with the prosecution of the violation of Georgia laws or ordinances relating to dogs or cats;
 - g. Hold and maintain dogs and cats impounded pursuant to the obligations and responsibilities of the Society enumerated in this agreement for a period of up to five days, or longer if required by law. Nothing in this agreement shall be interpreted to restrict, or limit the Society, at its expense, from retaining dogs and cats for a longer

- period;
 - h. Procure and provide all personnel, supplies, materials, facilities, and equipment necessary for the Society to fulfill the obligations and responsibilities enumerated in this agreement, with the exceptions of vehicles and any dispatch/law enforcement equipment;
 - i. Provide a minimum of one on-call animal control officer to be available to handle emergency calls for dogs and cats between 5:00 p.m. and 8:00 a.m. Monday through Friday, and on weekends;
 - j. Keep full and complete records of all animals which are impounded and provide monthly counts to each governing authority for their respective jurisdiction and a monthly consolidated count to the County Manager;
 - k. Provide to the County Manager a monthly financial report of Shelter expenses;
 - l. Designate a seat on its board of directors to be filled by a member of the Board of Commissioners;
 - m. Designate a seat on its board of directors to be filled by an appointee nominated by the Board of Commissioners;
 - n. Ensure full compliance with the Georgia Open Records and Open Meetings laws as required of the Society by the Official Code of Georgia Annotated;
 - o. Nothing in this agreement shall be interpreted to restrict or limit the Society from entering into agreements for services that are above and beyond the services enumerated herein.
4. In consideration for the performance of said services by the Society, the County agrees to the following:
- a. Pay the Society 90% of the amount of Local Option Sales tax (LOST) obligated to animal control functions pursuant to the LOST intergovernmental agreement of 2022 and received by County Government. The 10% of said LOST funds remaining shall be used by the County for animal control services costs incurred beyond the terms of this contract. Any remaining funds shall be retained in a restricted account of the County's general fund;
 - b. Should the cost of providing services outlined in Section 3 of this agreement exceed the amounts shown in Section 4.a., the Society may request additional payments from the animal control funds retained by the County in restricted fund balance, provided the total cost of providing animal control services by the County and the Society does not exceed 4.5% of total amount of LOST funds obligated by intergovernmental agreements of 2022 for animal control services;
 - c. Provide to the Society at least 3 vehicles suitable for animal control; provide for all maintenance, fuel, and other unavoidable expenses associated with the vehicles. The Society shall lease these vehicles from the County for a price of \$1.00 per year;
 - d. Provide the Society with the appropriate dispatch or law enforcement equipment (such as radios) required to perform its obligations pursuant to this agreement;
 - e. Thomas County E-911 will dispatch animal control personnel to emergency calls pursuant to services enumerated herein or other Society services as may be set by protocols of the County, Sheriff, and Society.
5. This contract may be amended at any time by mutual agreement of the County and the Society.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.