



# THE CITY OF OXFORD

Request for Proposals  
For

## CITY OF OXFORD ANIMAL SHELTER SERVICES

Date Issued August 17, 2018

Proposal Submission Deadline:  
Thursday, September 20, 2018 at 2 p.m.

### Proposal Submission Instructions:

Submit one (1) hard copy of complete proposals with “CITY OF ANIMAL SHELTER SERVICES” clearly written on the outside of the envelope to:

US Mail, Fed Ex, UPS, etc. to:  
Ashley Atkinson  
107 Courthouse Square  
Oxford, MS 38655

Hand Deliver to:  
Ashley Atkinson  
1<sup>st</sup> floor City Hall  
107 Courthouse Square  
Oxford, MS 38655

## 1. SUMMARY

The term “proposer” as used herein shall refer to providers submitting proposals in response to this RFP. The term “Contractor” or “Provider” is also used to describe the successful proposer(s) in the context of providing services under a contract resulting from this RFP.

The City of Oxford (hereafter ‘City’) is requesting proposals from all interested and qualified public entities or private firms, to establish a contract for animal shelter services. The term of the contract is expected to be for three (3) years with two (2) one-year options to renew. Longer initial and extended terms will be considered depending upon the proposer’s submission. The City is seeking services for the administration and operation of its animal shelter. Many animal shelters are administered and operated through collaborative approaches between City personnel and contractors, each being unique to its given circumstance. Therefore, this Request for Proposal (RFP) has broken down the requested scope of work into four Core Service Areas: 1). Animal Control Officer; 2) Animal Intake; 3) Animal Care, and 4) Animal Service Programs. Proposers are encouraged to apply for all Core Service Areas, if qualified. The City’s current animal shelter is located in a City owned facility at 413 McElroy Drive, Oxford, MS 38655. If proposals elect to not use the City’s facility, then proposals should describe the proposed facility to include capacity, compatible use, staffing, ownership/lease arrangement, location, services area, etc.

Each proposal received in response to this RFP will be evaluated on the criteria described herein. All proposals must be sealed, clearly marked “PROPOSAL – “Animal Shelter Services” and must include all elements described in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section of this RFP. One unbound, signed original proposal and one copy in PDF format must be submitted as directed on page 1 before the date and time listed in the CONTRACT AWARD SCHEDULE section of this RFP. The City will not be responsible for proposals delivered to a person or location other than that specified herein, and reliance on the postal service will not excuse late proposals.

Any amendment or addendum to this RFP is valid only if issued in writing by the City of Oxford Director of Public Works.

## 2. CONTRACT AWARD SCHEDULE

Publish RFP	8/17/2018 and 8/24/2018
Deadline for Questions	8/30/2018
Proposal Submission Deadline	9/20/2018
Contract Approval (tentative)	9/24/2018
Services to Begin (tentative)	10/1/2018

## 3. GENERAL CONDITIONS

3.1. Prime Responsibility: The selected Contractor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly. Further, the City will consider the selected Contractor(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.2. Assurance: Any contract awarded under this RFP must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964 as amended, and Section 504 of the Rehabilitation Act of 1973 as amended.

The Provider must guarantee that services provided will be performed in compliance with all applicable City, state and federal laws and regulations pertinent to this project. Prior to executing an agreement, the Provider will be required to provide evidence substantiating the necessary skill to perform the duties through the submission of references.

3.3. If this contract involves protected health information and the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-199 (HIPAA) applies: Any contract awarded under this RFP must comply with the requirement of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity related to this Agreement.

3.4. Independent Contractor: In performance of the work, duties and obligations assumed by the proposer, it is mutually understood and agreed that the proposer, including any and all of the proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the City.

3.5. Proposers may submit alternate proposals. Alternate proposals shall be clearly marked as such.

3.6. The City prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. This clause does not require the hiring of unqualified persons.

3.7. The City reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contracts that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the City of Oxford. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the contract, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

3.8. City of Oxford reserves the right to:

- Request clarification of any submitted information;
- Not enter into any agreement;
- Not to select any applicant;
- Amend or cancel this process at any time;
- Interview applicants prior to award and request additional information during the interview;
- Negotiate a multi-year contract or a contract with an option to extend the duration;
- Award more than one contract if it is in the best interest of the City; and/or
- Issue similar RFPs in the future.

3.9. Qualified providers must be prepared to enter into the City's Management Agreement, a sample of which is attached as Attachment A to this RFP. Please review the details of Attachment A carefully.

3.10. Prior to commencement of services, the Contractor must provide evidence of the following insurance coverages: Worker's Compensation, Commercial General Liability (naming the City of Oxford as additional insured), Comprehensive Business or Commercial Automobile Liability for Owned Automobiles and Non-owned /Hired Automobiles, and may also be required to provide Errors and Omissions insurance, Professional Liability or Malpractice Insurance depending on the nature and risks associated with the services provided. The Contractor will be required to maintain the required coverages, at its sole cost and expense, throughout the entire term and any subsequent renewal terms of the contract.

3.11. Proprietary Information: Trade secrets or similar proprietary data that the prospective contractor does not wish disclosed to other than personnel involved in the proposal evaluation effort or post- award contract administration will be kept confidential to the extent permitted by law as follows. Each page alleged to contain proprietary information shall be identified by the prospective contractor in boldface text at the top and bottom as "PROPRIETARY." Any section of the proposal that is requested to remain confidential shall also be so marked in boldface text on the title page of that section. Despite what is labeled as confidential, proprietary, or trade secret, the determination as to whether or not certain material is confidential, proprietary or trade secret shall be determined in accordance with applicable law. If a prospective contractor designates any information in its proposal as proprietary pursuant to this provision, the prospective contractor must also submit one copy of the proposal from which the proprietary information has been excised. The proprietary material shall be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the content of the proposal as possible.

3.12 Naming: The selected contractor should not use "Oxford" or "Lafayette" as a part of the organization's name.

3.13 Fundraising: Historically, the City has not covered all of the expenses related to operation of the four core services. The proposer will be expected to raise additional support over and above contracted funds to fulfill the requirements established in this RFP. Proposer's that have a strong track-record of raising support are highly preferred.

3.14 Services and administration of the four core services is intended to apply specifically for animals originating, detained, or surrendered within Oxford City limits. Services for animals originating, detained, or surrendered outside of the city limits, but within Lafayette County will be considered, but must be clearly separated within the budget methodology as provided in Section 6.3.2f. Proposers must clearly delineate the costs per animal based on historical intake numbers for city animals and county animals. The costs per animal for both city and county animals is to adhere to the Description of Services in Section 5. Services for animals outside of the City of Oxford and Lafayette county must not be considered.

## 4. BACKGROUND

4.1 For nearly 25 years, the City of Oxford has worked with the Oxford Lafayette Humane Society for the administration and operation of its animal shelter and related services. The current contract was entered into on January 2, 2018 and will end on September 31, 2018.

4.2 The City's current shelter facility is located at 413 McElroy Drive and is approximately 6,492 square feet.

4.3 The animal shelter took in 4,352 animals in 2016. Approximately 1,408 animals were from City of Oxford and Lafayette County.

## 5. DESCRIPTION OF SERVICES

5.1 To provide flexibility and promote partnership, the City has identified four Core Service Areas. Proposals that address all core service areas are preferred, however a combination of services may be considered. Proposals should clearly identify which service area/s the proposal addresses. The four Core Service Areas are: Animal Control Officer, Animal Intake, Animal Care, and Animal Service Programs.

5.2 The City's shelter facility, located at 413 McElroy, is available to provide the core service areas. If proposers elect to not use the City's facility, then the proposal should describe the proposed facility to include capacity, compatible

use, staffing, ownership/lease arrangement, location, service area, etc. All facilities must be open to the public for a reasonable amount of time each week.

5.3 Services described in this RFP, and included in responses, apply only to City of Oxford/Lafayette County animals and not ancillary animal rescue operations which a provider may additionally engage in.

**5.4 Animal Control Services: Perform labor and technical services to assure that City of Oxford citizens will be free from animals at large, creating hazards of public health, safety, or welfare and protect animals from mistreatment.**

- a. Animal Control Services must be performed by a certified animal control officer for seven (7) days a week, 6:00 am to 10:00 pm, as well as holidays.
  - i. Removal of dead animals from street right-of-way or any other public or private property is NOT the responsibility of the animal control officer.
- b. Assist local law agencies in the search and seizure of animals.
- c. The City will provide animal control services vehicle. If the proposer uses the City-owned vehicle, then all insurances will be covered by the proposer.

**5.5 Animal Intake: Includes animals detained by Animal Control Officers, or surrendered by a member of the public when the animal originated, or was found, in the City of Oxford or Lafayette County, Mississippi.**

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all federal, state, and local rules and regulations applicable to shelter operations.
- b. Intake services should include:
  - i. Provide medical quarantine and behavior isolation for the duration of the legal holding for a minimum of five (5) days (including day of impound) and evaluation as appropriate to protect the shelter population and the people working at or visiting the facility.
  - ii. Provide food, water, shelter, exercise and medical care to each animal for a minimum of 5 days to give the owner an opportunity to claim the animal before transporting or making available for adoption or fostering.
- c. Provide the evaluation and euthanasia of dangerous or diseased animals.
- e. Provide public hours of operation at least five (5) days a week including one (1) weekend day for 24/hours per week.
- f. Document and report any incidents of bites, mishandling of animals or other non-routine activity.
- g. Maintain records and track all animals in an appropriate data management system.

**5.6 Animal Care: Upon transfer from intake, all animals are provided ongoing animal care that includes food, water, administering medication, shelter, cleaning and first-aid medical services. Socialization and exercise are addressed in the Animal Service Programs area.**

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all Federal, State and Local rules and regulations applicable to shelter operations.
- b. Provide for the administration and operation of all animal care services at the shelter for adoptable, long term and dangerous animals that include:
  - i. Provide adequate and appropriate food to all types of animals.
  - ii. Properly cleaning all kennels, cages, exercise areas and other areas where animals are exposed once a day at minimum, or as needed.
  - iii. Maintain and properly clean animal care equipment such as but not limited to food/water bowls, bedding, toys, and cat boxes.
  - iv. Provide adequate medical isolation for sick or diseased animals to prevent exposure to shelter population.
  - v. Perform regular janitorial services throughout the facility including public and staff areas, restrooms, medical or clinic rooms, storage areas, entrances, lobby areas, visitation rooms, isolation areas, etc.
  - vi. Coordinate with Animal Intake and Animal Service Programs to assess each animal for ongoing suitability for volunteer contact, foster and adoption programs.
  - vii. Provide medical care for animals.
  - viii. Ensure adequate ventilation, heating and air condition.
  - ix. Ensure adequate drainage to all for hosing out of pens.
- c. Provide for the administration and provision of animal medical care that includes:
  - i. Provide baseline veterinarian care and medical treatment for animals within financial limits that are agreed upon between contractor and City per animal. Medical care above the agreed upon limit are the financial responsibility of the contractor.
  - ii. Provide for the administration and operation of a spay and neuter program for all cats and dogs prior to being fostered or adopted into the community.
  - iii. Document and report any incidents of bites, mishandling of animals or other non- routine activity.

**5.7 Animal Service Programs: All animals, upon determination of eligibility, shall be enrolled into applicable programs to promote adoption and healthy behavior.**

- a. Administer and operate consistent and uniform procedures and processes that promote the health and safety of all animals, staff, volunteers, the public, and City workers. This includes following all Federal, State, and Local rules and regulations applicable to shelter operations.
- b. Adoption Program:
  - i. Provide public outreach and maintain a website and social media presence that includes promoting

the adoption of animals through animal pictures, profiles and other applicable information.

- ii. Provide public hours of operation at least five (5) days a week for 24/hours per week to allow members of the public to view, interact, and adopt animals.
- iii. Administer dog licenses and associated fees.
- iv. Administer adoption fees.
- v. Document and report any incidents of bites, mishandling of animals or other non- routine activity.
- vi. Record all revenue collected.

c. Foster Program:

- i. Recruit, evaluate and monitor foster homes for animal safety and appropriate level and environment of care.
- ii. Maintain records and track all animals in foster program in Pet Point Data Management System
- iii. Coordinate with adoption program to encourage the adoption of eligible animals in foster program.
- iv. Document and report any incidents of bites, mishandling of animals or other non- routine activity.

e. Volunteer Program:

- i. Develop, administer, and maintain a Volunteer Program policy and procedures that outline allowable and non-allowable activities. Procedures should include volunteers signing a liability waiver.
- ii. Recruit and coordinate volunteers and assigned activities.
- iii. Provide and track volunteer training.
- iv. Document and report any incidents of bites or other injuries, mishandling of animals or other non-routine activity.

d. Records Maintenance

- i. Maintain records and track all animals an appropriate data management system.

5.8 Use of City shelter facility: If proposer chooses to utilize the City's facility, the following applies:

a. Maintenance and operation responsibilities of the Contractor include:

- i. Provide regular janitorial services and non-structural maintenance of all buildings, out buildings, grounds and parking areas including but not limited to landscaping maintenance and irrigation requirements.
- ii. Provide snow and ice removal on all parking areas appurtenant to the buildings, sidewalks, walkways and entrance areas to the building prior to, and during regular business hours.
- iii. Pick up and properly dispose of animal waste in and around the shelter grounds.
- iv. Properly store animal feed to secure it from vermin and wildlife.
- v. Report damages or maintenance issues to City Officials on the same day the issue is discovered.
- vi. Provide and maintain furnishings such as cages, shelving, seating, computers, desks, phones, office supplies, trash and recycling receptacles, etc.
- vii. Identify, manage and fund any security related needs such as alarms, video systems, panic alarms, etc.
- viii. Provide and pay for structural pest control services either through an internal system or through a licensed pest control vendor.
- ix. Provide evacuation of all animals in case of emergency.

- b. The City will provide major repair and maintenance of the shelter through the City's Building and Grounds Department. This includes, but is not limited to, the structure (both interior and exterior), exterior roof, exterior sidewalls, common areas, the main plumbing and water systems, electrical systems and HVAC systems.

## 6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Interested proposers shall submit **one original copy** of their proposal and **one copy in PDF** format as directed on Page 1 of this RFP.

Proposals shall be delivered no later than the date and time listed in the CONTRACT AWARD SCHEDULE and shall contain at a minimum the following items:

### 6.1. Cover Sheet (Attachment B)

- 6.1.1. Provide the full legal name of the Contractor who will execute the contract. Provide specific information concerning the agency, including: the agency's legal name, type of entity, and Federal Tax ID #.
- 6.1.2. The cover sheet must be signed by an owner, corporate officer, or agent authorized by the Contractor.

### 6.2. Description of Services, Background and Staff

#### 6.2.1. Services

- a. Clearly identify which of the four core services (animal control services, animal intake, animal care, animal service programs) are to be provided.
- b. Itemize the complete list of services to be provided within each core service area.
- c. Note instances where services exceed the scope or detail offered in this proposal, including medical and other treatment provided.
- d. Note instances where services do not meet the scope offered in this proposal.
- e. Address instances where possible cost efficiencies may be gained, quality may be improved or City may otherwise benefit from adopting your proposal over the generally listed terms of this RFP.
- f. Provide detailed narrative on any partnerships or arrangements with outside agencies or organizations that would be involved in delivering core services. (i.e. nonprofit volunteers, humane society organizations, etc.)
- g. Clearly indicate if the proposal includes use of the existing City facility and if not, provide a detailed narrative, with detailed supporting documents on proposed facility. City may at its discretion require a physical inspection.
- h. Provide specific details on proposed metrics the provider will use to audit, monitor and assess its administrative and operational activities in providing the core service areas.
- i. Provide information on if any animals will be accepted into the Animal Shelter outside of this proposal, including the exchange of animals from other shelters.
- j. Provide details on the standard of care that animals will receive including, standard operating procedures to address and prevent medical outbreaks, emergency continuity of operation planning, etc. Proposers are encouraged to submit a copy of their current standard operating policies and procedures to meet the above requirement.



### 6.2.2. Background and Experience

- a. Provide an overview of the types of work and history of your organization. Include a high level account of your qualifications as they relate to this proposal.
- b. Provide information on any past or present partnerships or arrangements with outside agencies or organizations as they may relate to this proposal.
- c. Provide examples and references that substantiate your (organization's) experience in providing the types of service requested in this proposal. This needs to be detailed and verifiable.
- d. Provide details on business model and strategic development as it may relate to this proposal.
- e. Please describe any current, pending or past litigation (within the last 10 years) that the organization has been, is, or is expected to be a party to.
- f. Provide background information on any previous experience where someone was hurt by an animal, whether an employee or member of the public.
- g. Provide experience with animal data and case management systems.
- m. Provide information on your experience working with animal control and public sector agencies.

### 6.2.3. Staffing

- a. Provide names and qualifications of key employees and assigned or shared duties.
- b. Provide a staffing plan for meeting the requirements including use of volunteers.
- c. Provide information on how staff and volunteers will be trained.
- d. Provide information on any subcontractors that will be used.
- e. Provide other relevant information that can aid City in its selection process.

## 6.3. Proposed Costs

### 6.3.1. Budget Proposals

- a. Provide a three-year budget proposal. Include overall proposed
- b. Provide a one-year annual budget that breaks out costs by category or item as presented in the description of services.
- c. Provide costs for the staffing plan.

### 6.3.2 Budget and Cost Methodology

- d. Provide a costing strategy that breaks out fixed and variable costs.
- e. Describe the cost basis for all variable charges. (E.g. hourly rates for staff).
- f. Describe the per animal cost basis and its methodology.
- g. Describe the basis for costing adjustments on subsequent years in contract or for potential future contract extensions.

## 7. SELECTION PROCEDURES

Proposals will be evaluated on the criteria out lined in the PROPOSAL CONTENT AND FORMAT REQUIREMENTS section.

After an initial review and evaluation of each of the proposals, the proposers submitting the most highly rated proposals may be

invited for interviews prior to final selection, to further elaborate on their proposals. The City reserves the right to award a contract without holding interviews, in the event the written proposals provide a clear preference on the basis of the criteria described.

The Contractor(s) selected for this project will be required to accept the City's standard contract and to comply with insurance standards as deemed acceptable to the City Clerk's office. No agreement with the City of Oxford is in effect until both parties have signed a contract.

## 8. INQUIRIES

Direct all inquiries regarding the proposal process or proposal submissions to:

Mark Levy

Public Works Department

107 Courthouse Square

Oxford, MS 38655

(662) 236-1206

ATTACHMENT A: SAMPLE MANAGEMENT AGREEMENT

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### Management Agreement

WHEREAS, the City of Oxford, Mississippi ("City") and the Oxford-Lafayette Humane Society, Inc. ("OLHS") wish to work together for the control and prevention of cruelty to animals; and

WHEREAS, the City wishes to provide for the health, safety and welfare of the citizens of Oxford by protecting them from loose, dangerous or otherwise uncontrolled animals; and

WHEREAS, the City also wishes to provide for experienced, effective, and transparent management of its animal shelter facilities; and

WHEREAS, the City and the OLHS have agreed that, for the consideration hereinafter set out, the OLHS should manage the City's new animal shelter facilities, which will continue to be known as the "Oxford Animal Shelter," and shall perform all duties attendant to and in connection with such animal care.

NOW THEREFORE, for and in consideration of good and valuable considerations, including the mutual benefits accruing to both parties, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Purpose:** This agreement is entered into this the 2<sup>nd</sup> day of January, 2018, by the City of Oxford and the Oxford-Lafayette Humane Society, Inc. for the purpose of providing for animal control services and management of the City's animal shelter by the OLHS. OLHS shall undertake these services as an independent contractor, and shall at all times comply with the terms of this Agreement, the statutes and common-law of the State of Mississippi, and its own bylaws and requirements of its non-profit agency or corporate status. Both parties acknowledge that certain requirements of this contract with the City of Oxford, a governmental entity within the State of Mississippi, may be in addition to or separate from those requirements mandated of a non-profit agency or corporate entity, and neither party seeks by this Agreement to alter or decrease those separate or additional requirements otherwise imposed by law, rules, regulations, or policies, upon OLHS. Management shall be carried out in accordance with all applicable standards promulgated by the Humane Society of the United States, the American Humane Association, the National Animal Control Association, its own rules and bylaws, the laws of the State of Mississippi, the laws or ordinances of the City of

Oxford, and any additional standards or requirements contained herein or which may be promulgated by the Oxford Board of Aldermen. Furthermore, the City of Oxford requires that the OLHS perform its duties under this contract in the public interest and to the extent legally permissible with the same level of public disclosure, openness, and candor as is required by a sub-entity, committee, or agency of the City of Oxford.

2. **Term and renewal:** This Agreement shall remain in effect until the end of the current fiscal year, and may be terminated prior thereto upon a material breach of the terms hereof, provided however that the terminating party, prior to termination, must give to the other party written notice of the material breach and 15 days to cure any such material breach ("cure period"). If the material breach is not cured within fifteen days after written notice is received by the party in default, then said agreement will terminate upon the expiration of fifteen days after the expiration of the cure period. This Agreement shall be renewed for additional one year periods under the same terms as stated herein, unless written notice of non-renewal is given, by either party, at least fifteen days before the expiration of the Term.

3. **Utilities:** The City shall be responsible for provision of and payment for all utilities required by the animal shelter and incurred at the Oxford Animal Shelter, including but not limited to water, electricity, heating and cooling, and garbage pick-up. Telephone service at the shelter facility, or otherwise utilized by the OLHS, shall be provided by OLHS.

4. **Alterations and Maintenance:** Without the City's prior written consent, OLHS will not make any major alterations or changes in the animal shelter that exceed \$500, either to the exterior or to the interior of the facility or its adjoining grounds, or to the equipment or the fixtures provided by the City. Further, OLHS shall not install any equipment that may necessitate any changes in or additions to the water, heating, or electrical systems of the animal shelter, or that require unusual usage of water, heat, or electricity. OLHS has no authorization to incur any debt or make any charge against the City or to create a lien upon the animal shelter or any other property of the City for any work done or materials and equipment furnished except as provided in paragraph 5 below. The City shall be responsible for all maintenance of the animal shelter building, both exterior and interior, and of any equipment installed therein by the City, including but not limited to fans, light fixtures, hot water heaters, and the heating, ventilation, and air conditioning system. This includes regular

maintenance of the grounds, such as lawn mowing and landscaping. OLHS shall retain ownership of, and be responsible for the maintenance of, any equipment, cages, appliances, computer systems, or similar items obtained by OLHS and installed in the Oxford Animal Shelter.

5. Repairs: All necessary, ordinary (non-emergency) repairs and maintenance of the shelter shall be done within a reasonable period of time not to exceed 5 days after the repair or maintenance is requested by OLHS, unless a longer time period is agreed to by the parties, or unless the City, in its reasonable discretion, determines that the repair or maintenance cannot be done within 5 days, in which case the City shall provide written notification of the time required to conduct such repairs. All requests by OLHS for ordinary repairs or maintenance shall be made via e-mail to the Director of Buildings and Grounds by the Executive Director of OLHS or the director of the Oxford Animal Shelter. If requests for needed repairs or maintenance are not honored by the City within 5 days, or within the time required to complete such repairs as provided by written notification from the City, or within any longer time period otherwise agreed upon by both parties, OLHS shall have the right to contract for the needed repairs or maintenance and be reimbursed by the City for the cost, conditioned on OLHS compliance with any bid laws that would otherwise have been applicable to the City in obtaining the needed repairs or maintenance. In the event of an emergency requiring repairs or maintenance during a time when the City is available to respond to an emergency repair or maintenance request, the City shall respond with provision of repairs and/or maintenance immediately and on an emergency basis. In the event of an emergency requiring repairs or maintenance at (a) a time when it is not possible to contact the City for emergency repairs or maintenance (e.g. weekends or holidays) or (b) a time when it is not possible for the City to respond to the repair or maintenance request on an emergency basis, OLHS may contract for the repairs with a reputable outside contractor. Before obtaining any emergency repairs or maintenance, OLHS shall notify either the Mayor, or the Director of Buildings and Grounds, of the emergency and the need for emergency repairs or maintenance, and OLHS shall take steps to secure such emergency repairs at the lowest and best costs available to OLHS under the circumstances. The City shall reimburse OLHS for any emergency repair or maintenance costs so incurred.

**6. Facility Management:** OLHS is responsible for the daily operations of the animal shelter, for hiring and managing employees at the shelter, for care and feeding of the animals at the shelter, for ensuring that the interior of the shelter is sanitary, and for ensuring that the shelter complies with the applicable Guidelines for the Operation of an Animal Shelter and with any other applicable guidelines promulgated by the Humane Society of the United States and/or the American Humane Association, in addition to, but in no way limited to the responsibilities enumerated herein, and any additional standards or requirements which may be promulgated by resolution of the Oxford Board of Aldermen.

Further, OLHS shall conduct its business on the City's animal shelter facilities in a manner that is transparent and consistent with other municipal business and its conduct by sub-agencies, committees, or commissions of the City. By way of example, the City shall require the following of OLHS in the conduct of its business:

- a. It shall hold its elections pursuant to statutory requirements for non-profits, and bylaws lawfully adopted and enforced by its governing body;
- b. It shall hold regular meetings, at least bi-monthly, which shall be open to the public, at a time and place reasonably accessible to the public and not in conflict with the Board of Aldermen's meeting for the City. The public shall be given at least three (3) days' notice of such meetings, including the meeting agenda, by reasonable advance postings, both at the facility and on the website of the OLHS, in a fashion designed to allow interested parties the opportunity to attend such meetings. Minutes of the meetings shall be kept and shall be available to the public for review on the OLHS website. Minutes shall include all topics discussed and votes taken.
- c. It shall conduct its meetings pursuant to Robert's Rules of Order;
- d. It shall allow a member of the City of Oxford Board of Aldermen (as nominated by the Board of Aldermen), and a member of the Lafayette County Board of Supervisors (as nominated by the Board of Supervisors) to attend its meetings as community liaisons, and shall conduct bi-monthly meetings at which it shall provide updates and information to those liaisons as may be reasonably requested regarding the operation of the animal shelter facilities and the performance of the contractual duties by the OLHS under this agreement;
- e. It shall provide an oral and written report, to the Board of Aldermen, of its



activities under this agreement, and of other activities conducted at the animal control facilities, on a bi-monthly basis. This requirement shall not relieve the OLHS of providing such information as may be required by subparagraph d., above, on an ongoing basis.

f. It shall obtain prior approval from the OLHS Board of Directors for out-of-the-ordinary expenditures over \$500.

**7. Animal Control and Handling Services:** OLHS shall provide all needed animal control and handling services, including service after hours, on weekends, and in emergencies. OLHS shall be responsible for obtaining and paying for emergency veterinary medical treatment for animals picked up by the animal control officer or by the police department that are injured or severely ill. OLHS shall provide such services pursuant to Mississippi law and City ordinance or policies as may be adopted and promulgated. In those cases in which no law speaks to specific activities of the OLHS, the OLHS shall provide its services in the most prudent manner under the circumstances, and shall provide the City with its rationale for its decisions or activities upon reasonable request by the City. OLHS shall not be responsible for removing dead animals from the sides of roads or other public or private property or for responding to complaints of habitually barking dogs.

**8. Employees:** OLHS shall be responsible for hiring sufficient employees and recruiting sufficient volunteers to adequately staff the Oxford Animal Shelter, to provide animal control service, and to enable the shelter to be open to the public for a reasonable amount of time during each week. OLHS shall be responsible for all aspects of those employees' lawful employment, including but not limited to payment of wages, for withholding taxes, and for payment of all payroll taxes with regard to those employees. All such employees hired by OLHS are employees of OLHS and are not employees of the City. The City is not responsible for providing any insurance for OLHS employees. It shall be the sole responsibility of OLHS to insure that all of its employees, whether engaged in Animal Control or any other activity, strictly comply with all local, state and federal statutes, ordinances, and regulations, and that OLHS, likewise, complies with all applicable statutes, ordinances, and regulations in its management of its employees. The Animal Control Officer shall undergo a background check and driver's license verification to be conducted by the City's Human Resource Director.



**9. Operating Expenses:** Subject to the provisions of paragraph 11, below, and paragraphs 3, 4, 5, and 7, above, OLHS shall be responsible for all of the operating expenses of the Oxford Animal Shelter, including, but not limited to, the cost of feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, and medications, and the cost of any necessary euthanasia.

**10. Animal Control Vehicle and Equipment:** The City shall be responsible for providing OLHS with an appropriate animal control vehicle for the use of the animal control officer, which vehicle is already be in the possession of the OLHS. The animal control vehicle shall be owned and insured by OLHS. As part of the compensation set forth in paragraph 11, the City shall provide all needed maintenance and fuel for the animal control vehicle. The parties acknowledge that the City previously has provided funds for animal control equipment to OLHS. Repair and replacement of the animal control equipment shall be the responsibility of OLHS. Should either party to the contract invoke the termination or non-renewal provisions of paragraph 2, OLHS shall return title of the vehicle and equipment to the City for the City's use as an animal control vehicle.

**11. Contract Fee and Audit Requirement:** For management of the shelter and for the provision of animal control services by OLHS, the City shall pay to the OLHS a monthly contract fee in an amount calculated and detailed according to the terms contained in attached Exhibit "A." This fee shall be paid to the OLHS on a monthly basis. The payment of all fees, payments and reimbursable amounts from the City to the OLHS shall be contingent upon the OLHS meeting the requirements listed on attached Exhibit "B" ("Requirements for Non-Profit Organizations Receiving City of Oxford Funds"). OLHS shall have the authority to set a reasonable boarding charge for animals picked up on City animal control. In addition, OLHS may set an adoption fee for all animals adopted from the shelter. All such fees and/or boarding charges collected by OLHS shall be used solely for the operation of the Oxford Animal Shelter. Prior to submitting a funding request for FY 18-19, OLHS shall submit to the City, a full audit report prepared by a Certified Public Accountant.

**12. Alteration of Provisions:** The provisions of this agreement shall not be altered without mutual consent of both parties to the agreement, and any alterations in this

agreement's provisions will not be effective unless reduced to writing and signed by an authorized representative of both parties.

**14. Representations and Warranties:** Without limiting the general responsibilities and agreements and applicable standards contained herein, the OLHS agrees, represents and warrants that it shall:

- a) Comply with and enforce all City and State regulations, laws, or adopted policies in regard to operation of an animal shelter;
- b) Carry out the provisions of the laws of the City and the State of Mississippi in regard to the confinement for observation of animals apprehended or surrendered after biting a person, and such other laws that may govern the keeping, boarding, or disposal of animals held in the facilities;
- c) Have the books and records of the OLHS made available for inspection at any time during the life of the Agreement;
- d) Ensure adequate ventilation, heating and air condition at said shelter through proper care and operation of systems;
- e) Ensure adequate drainage to allow for hosing out of pens through proper care and operation of systems;
- f) Employ adequate personnel to keep the shelter and its animals clean and to perform all necessary operations under this agreement and as may be required by law;
- g) Keep the animals fed and nourished.
- h) Employ personnel trained to recognize the need for medical care.
- i) Provide adequate medical care for the animals under its control.
- j) Perform euthanasia under appropriate circumstances.
- k) Accept dogs and cats turned in by the City animal control officers and not release same, except in the case of adoption, termination, delivery to owner, or surrender to appropriate rescue organizations.
- l) Provide general liability insurance in the amount of \$500,000.00, with the City of Oxford listed as an additional insured on such policy, and proof of such insurance to be provided to the City of Oxford at the time this Agreement is

executed;

m) Accept dogs and cats turned in from City residents.

In addition, OLHS warrants that it is a Mississippi non-profit corporation, in good standing, and that this Agreement constitutes a legal, valid and binding obligation, enforceable in accordance with its terms; that OLHS shall follow its own policies and bylaws and the laws applicable to a non-profit corporation in Mississippi; that OLHS has full power and authority to enter into and perform the terms and conditions of this Agreement; that it has obtained all necessary approvals and consents to enter the Agreement; and that the person executing this Agreement is fully and duly empowered and authorized so to act.

15. **Abrogation:** It is expressly understood that the City, by this Agreement, is only delegating ministerial functions to the OLHS and that this Agreement does not abrogate any of the powers given to the City by law, as well as to adopt ordinances or otherwise to exercise its police powers in relation to animals. The City does not, by entry into this agreement, waive any of its rights, powers, or immunities under applicable law.

16. **Agreement Supersedes:** This Agreement shall replace and supersede all previous management agreements between the parties. This Agreement shall be considered a cancellation and alteration of the Management Agreement in accordance with paragraph 11 of said agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the date mentioned above.

THE CITY OF OXFORD

Robyn Tannehill

Robyn Tannehill, Mayor

Ashley Atkinson

Ashley Atkinson, City Clerk

OXFORD-LAFAYETTE HUMANE SOCIETY, INC.

By: Cyd Dunlap

Title: BOARD PRESIDENT

## **Requirements for Non-Profit Organizations Receiving City of Oxford Funds**

All non-profit organizations who receive funds in any amount from the City of Oxford whether as matching funds for grants, as compensation for the provision of services, or as a donation, shall meet the following requirements.

1. The City shall be provided with the names, addresses, phone numbers and e-mail addresses of all members of the governing board along with the designations of current officers. Any time there is a change in board membership or officers, an updated list will be provided to the City Clerk.
2. The governing board or authority shall ensure that donors, stakeholders and interested members of the public have access to appropriate and accurate information regarding finances, operations and results. In addition, every board member shall have equal access to relevant information when making decisions.
3. The governing board shall operate using sound by-laws and other appropriate mechanisms for active oversight which ensure accountability and sufficient fiduciary controls, and perform accordingly.
4. The City shall be provided with the organization's by-laws with an updated copy being provided whenever the by-laws are amended.
5. Reasonable notice for the organization's meetings shall be provided through the local newspaper and/or on the organization's web site, and shall be open to the general public.
6. Prior to July 15, of each year, requests for funds for the following fiscal year shall be submitted to the City in writing and shall be accompanied by the organization's proposed or approved budget. Subsequent changes to the proposed or approved budget shall be provided to the City.
7. A representative from the organization shall make regular reports, including complete financial reports, to the mayor and board of aldermen at times and intervals requested by the mayor and board.
8. Within six months of the end of the organization's fiscal year, a copy of the annual audit report prepared by a Certified Public Accountant shall be provided to the City.
9. Failure to comply with these guidelines may result in a termination of funding and possible revocation of funds.

All required documents will be received by the City of Oxford Clerk for distribution to the Mayor and Board of Aldermen.

## ATTACHMENT B: COVER SHEET

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this *Cover Sheet* I hereby attest: that I have read and understood all the terms listed in the RFP; have read and understood all terms listed in this proposal; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by the City of Oxford, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

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Signature of Authorized Representative

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Printed Name of Authorized Representative

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Date