

EXHIBIT A
SCOPE OF SERVICES

Article I. Services

Section 1.01 The Contractor shall receive and provide for the humane disposition of live dogs and cats running at large, and such other live animals as delivered into its custody by Animal Control Officers (ACOs) and other agents of the County which can be safely and adequately kept by the Contractor until time of disposition. This shall not include raccoons, opossums, and bats which by state law shall be addressed by DNR-approved wildlife control officers.

Section 1.02 The Contractor shall also receive and provide for the humane disposition of live dogs and cats running at-large delivered by citizens of the unincorporated areas of Charleston County which can be safely and adequately kept by the Contractor until time of disposition.

Section 1.03 For animals delivered by citizens of the unincorporated areas of Charleston County (not Animal Control Officers) as strays or surrenders, the Contractor shall make reasonable efforts to determine the appropriate jurisdiction and address for each. The County shall not assume responsibility for animals outside the unincorporated areas of Charleston County. Nothing herein shall prevent the Contractor from contracting with local municipalities to provide for the humane disposition of animals recovered within the jurisdiction of those local municipalities.

Section 1.04 The Contractor shall immediately undertake a reasonable effort to notify the owners of properly tagged pets as set forth in Charleston County Code Section 3-5(b). The Contractor shall also follow the requirements of S.C. Code § 47-3-55 regarding scanning for tattoos, microchips or similar devices.

Section 1.05 If any animals delivered into the custody of the Contractor shall, in the opinion of the Contractor, be deemed ill or injured to such an extent that it would be inhumane to allow said animals to live, or be deemed a threat to the health and safety of the Contractor's staff, based on the animal's behavior, the Contractor shall have the right to dispose of the animals in a humane manner, in accordance with State law. The County shall pay for the cost of the immediate humane disposition, including euthanasia, of animals the Contractor determines it cannot accept into the Animal Shelter. If the Contractor makes a determination on the disposition of animals accepting into the Animal Shelter after the holding period required by State and local law, the Contractor shall be solely responsible for all associated costs. The County will not assume any responsibility in accordance with State and local law.

Section 1.06 The Contractor shall immediately place animals accepted at the Animal Shelter in a suitable enclosure and care for said animals, for a period of time no less than that required by State and local law.

- A) As part of the care for animals, the Contractor shall conduct an intake exam of each animal and provided appropriate vaccinations and medications as medically necessary. The Contractor shall spay or neuter each animal and install microchips for future

identification. The Contractor shall also provide food and supplies, such as litter, collars and leashes.

- B) The Contractor may perform additional veterinary services, such as animal surgeries. However, these additional services, beyond those define in Section 1.06(A), shall be at the sole cost and expense of the Contractor. The Contractor may fund these additional services in any manner it so chooses.

Section 1.07 Pursuant to Charleston County Code Section 3-5(c), unless the animal must be kept pending disposition of a criminal or civil trial involving the animal, or unless a hearing on the disposition of the animal is held prior to the trial, or unless the animal is a positively identifiable dog as defined in S.C. Code § 47-3-540, the Contractor shall provide disposition of the animal that is in the best interest of public health and safety in accordance with State law (to include euthanasia).

Section 1.08 The County shall pay the cost of care for at large animals and pets, as described in Section 1.06(A), for the holding period pursuant to Charleston County Code Section 3-5(c). Upon written document from the Contractor, the County shall pay for the cost of additional food and shelter of an animal required to be kept because of a criminal or civil trial until the disposition the trial.

Section 1.09 Pursuant to S.C. Code § 47-3-540, the owner of positively identifiable dog has fourteen days in which to pick up the dog from the Animal Shelter. The reasonable costs associated with the extended holding period beyond the five days described in Charleston County Code 3-5(c) are costs that must be paid by the owner before the dog is returned. The County shall not be responsible for this additional cost, or any waiver thereof by the Contractor.

Section 1.10 The Contractor, may in its discretion and at its sole expense, keep animals for a length of time beyond what is required by State or local law. The County shall not be responsible for this additional cost.

Section 1.11 The Contractor shall maintain intake hours of at least 10AM to 3PM Monday through Friday for the convenience of the citizens of the unincorporated areas of Charleston County and for the purpose of transacting business in connection with its duties under this Contract. Due to owner arrests, hospitalization and other emergency situations, ACOs shall have access to the ACO holding area twenty-four hours/seven days a week.

Section 1.12 The Contractor shall require sterilization of every dog and cat adopted from the Animal Shelter in accordance with State Law, including S.C. Code Ann. § 47-3-480.

Section 1.13 From time to time, the Contractor may implement short-term limits on intake from citizens due to safety or emergency concerns such as disasters and cruelty operations. Such limits shall require written notice. The Contractor shall give advance notice when it appears likely that a moratorium may occur for cats, dogs, or both. The Contractor shall minimize the occurrence and length of time of such limits. Any such moratorium shall not apply to County ACOs and the County shall be permitted to continue delivering animals to the Contractor as necessary and be billed accordingly.

Article II. Management

Section 2.01 The Parties agree the Contractor shall own, operate and maintain all aspects of the Animal Shelter (or animal care campus) located at 2455 Remount Road, North Charleston, South Carolina 29406.

Section 2.02 The Contractor shall be responsible for all aspects of managing the Animal Shelter, including but not limited to: maintaining strict compliance with all applicable local, state, and federal rules and regulations, managing the budget and diligently controlling all monetary aspects of the Contractor. The Contractor shall be responsible for operation and ongoing maintenance of the building in accordance with industry guidelines and best practices.

Section 2.03 Upon written notice to the Contractor, the County or its designated agents may enter in or upon the Animal Shelter during normal business hours, or at a time agreed upon by the Parties, for purposes of inspection, observation and performance of a financial or operational audit of the Contractor. The written notice shall be provided to the Contractor at least five (5) business days before the County desires to enter the Animal Shelter.

Section 2.04 The Contractor shall designate an area for use of a computer, filing purposes, and other office-related activities (office space) at the Animal Shelter for the County's ACOs. The Contractor shall provide the County access to the PetPoint System or any other management software the Contractor uses.

Section 2.05 The Contractor shall employ a competent and qualified agent for executing the responsibilities under this Contract who shall be the primary point of contact with the County.

Section 2.06 The Contractor shall be responsible for its own employees. The County shall not provide any employee compensation, including but not limited to salary, benefits, training, travel, or any other type of compensation.

Article III. Records

Section 3.01 The Contractor shall keep full and accurate financial and operational records on all animals delivered into its custody by the County ACOs and by citizens of the unincorporated areas of Charleston County, which records shall, but not be limited to, intake forms, services and treatment records, and disposition forms.

Section 3.02 The Contractor shall cause accurate and thorough intake forms to be completed for each animal accepted into the Animal Shelter. The intake form shall include, but not be limited to, the date of delivery, location animal was found and the reason and manner whereby the animal was brought to the Animal Shelter. The intake form shall indicate the specific street address where the animal was found, but if none is available the Contractor shall use the address of the citizen who delivered the animal. The Contractor shall use the address provided to determine the specific jurisdiction of the animal and note said jurisdiction on the intake form. The County's Geographical Information System (GIS) should be used to determine the jurisdiction.

Section 3.03 The Contractor shall cause accurate and thorough service forms to be completed for each animal accepted into the Animal Shelter. The service form shall be a record of all services provided, as authorized in Section 1.06(A), to the animal by the Contractor.

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Section 3.04 The Contractor shall cause accurate and thorough disposition forms to be completed for each animal deemed too ill or dangerous to accept into the Animal Shelter and for each animal released from the Animal Shelter. The disposition form shall include, but not be limited to, an accurate description of the animal, the date of disposition from the Animal Shelter, and the manner of disposition.

Section 3.05 The Contractor shall keep record of animals that must be kept beyond the holding period described in State law and Charleston County Code Section 3-5(C) because of a criminal or civil trial. The Contractor shall provide the County a copy of the court order requiring the animal be kept in the Animal Shelter as described in Section 1.08.

Section 3.06 The Contractor shall keep record of all animals reclaimed by persons and the redemption fees charged pursuant to Charleston County Code Section 3-6. The Redemption fees shall be reimbursed to the County pursuant to S.C. Code Ann § 47-3-40.

Section 3.07 The Contractor shall keep detailed records of all transactions when a fee is not paid by the citizen delivering, surrendering or abandoning an animal. All such records of the Contractor shall, upon reasonable request by the County, be made available to the County or its designated agents.

Section 3.08 The Contractor shall provide these financial and operational records cited in Article III to the County on a monthly basis. The County may withhold payment for Services if any of the intake forms, service forms, or discharge forms are not provided prior to the receipt of any monthly invoice.