

**City of South Daytona**  
**Office of the City Manager**

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



**MEMORANDUM**

To: James L. Gillis, Jr., City Manager  
From: Becky Witte, Deputy City Clerk  
Re: Consideration of FY 2022 - 2023 Animal Sheltering Services contract for the Halifax Humane Society.  
Date: December 6, 2022

Enclosed is the 2023 Animal Sheltering Services contract for the Halifax Humane Society. At the September 12, 2022 City Council Meeting, the City approved an agreement with Volusia County Animal Control which will supplement the services provided by the Halifax Humane Society. Both entities afford the City of South Daytona with the opportunity to keep stray cats and dogs off the City streets, coordinate the efforts of the CCFW (Concerned Citizens for Animal Welfare) with the TNR program and to provide a place of disposition for dangerous animals.

In the attached 2023 agreement there have been several modifications.

1. As partners, both with limited resources, this agreement requires City staff to identify pet owners if possible (via scanning for a microchip) and make every effort to reunite prior to impoundment. Failure to scan for a microchip and attempt to contact the owner will result in a \$35.00 fee.
2. Following best practices in animal welfare, the Halifax Humane Society requires participation in the Return to Field (Trap, Neuter, Release – TNR) program which saves lives and decreases service fees.
3. Owners will not be allowed to surrender animals without approval of both a representative of the City and Halifax Humane Society's Chief Operating Officer.
4. Fees have increased as follows:

<b><u>Type of Animal</u></b>	<b><u>2021/2022 Fee</u></b>	<b><u>2022/2023 Fee</u></b>
Dog or Cat ( <i>if the cat is not eligible for RTF/TNR program</i> ) Stray Sheltering (up to 3 days):	1 <sup>st</sup> day: \$46.00, 2 <sup>nd</sup> day: \$21.00 3 <sup>rd</sup> day: \$21.00 3 day total - \$86.00	\$120.00
Administrative Fee - failure to reunite/contact known owners:	<i>New Fee in 22/23</i>	\$35.00

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Owner Surrender via Animal Control Officer:	<i>New Fee in 22/23</i>	\$120.00
Other small domesticated pets:	\$35.00	\$100.00
Livestock/Wildlife:	\$80.00	\$150.00
Wild animal - (Euthanasia):	\$35.00	\$55.00
Deceased on arrival - (Disposal):	\$15.00	\$25.00
Quarantined animal (e.g., Rabies):	\$160.00 (or \$16.00 per day with 10 day maximum stay)	\$100.00 fee plus \$30.00 per additional day
Confiscated animals <i>Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case</i>	\$46.00 for the first day and \$21.00 for each additional day of impoundment <i>(3 days equals \$86.00)</i>	\$120.00 fee <i>(includes up to 3 days of impoundment)</i> \$21 for each additional day of impoundment
<b><u>Fees for RTF/TNR cats</u></b>		
Sterilization Surgery <i>Complimentary ear tipping, FVRCP, Rabies Vaccines</i>	\$45.00	\$45.00
Anesthesia Fee <i>No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine</i>	\$45.00	\$45.00
Euthanasia <i>Veterinarian determined that patient cannot undergo surgery due to illness/disease</i>	\$45.00	\$45.00
Fees for Additional Services Forensic calls and staff assistance	Staff Support: \$10.00 per hour  Veterinarian Support: \$75.00 per hour	Staff Support: \$25.00 per hour  Veterinarian Support: \$125.00 per hour

If approved this agreement will run from January 1, 2023 to September 30, 2023.

Staff recommends the City Council approve the 2022/2023 Agreement with the Halifax Humane Society. This provides another tool for staff when added with the supplemental services agreement with Volusia County Animal Control and the partnership with CCFAW (Concerned Citizens for Animal Welfare).

**AGREEMENT FOR SERVICES BETWEEN  
Halifax Humane Society, Inc.  
AND  
City of South Daytona**

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

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

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

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

1. **TERM:** This Agreement will take effect on the 1st day of January 2023, and will remain in full force and effect for an initial nine (9) month period ending on midnight between September 30, 2023 and October 1, 2023. The parties shall have the option to enter into extended contract negotiations if they so desire.
2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN:**
  - (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from within the jurisdictional limits of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.
  - (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the Impounding Agency's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding Agency for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats following national animal welfare organization recommendations for the most

humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, telephone number, current home and post office addresses, and identify the place where the animals involved were located or picked up.

- (c) When the Impounding Agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Impounding Agency representative shall use its best efforts to attempt to return the animal to its rightful owner, when safe for the animal to do so. The Impounding Agency representative shall also provide to Halifax all owner/guardian contact information gathered and documented attempts of contact for the owner/guardian. An administrative fee of \$35 will be assessed for every animal found to have identification by means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for the required quarantine timeframe and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release.
- (d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period of three (3) calendar days (unless the cat is referred to the Return to Field (RTF) program as described below). There will be a 24-hour only holding period for dogs under 6 months of age when 2 or more are impounded together and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.
- (e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation, the Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the Impounding Agency. The Impounding Agency representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter, and Return Program (TNR) or Return to Field (RTF). The Humane Society will

only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding Agency designated representative. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in 3(b) under RTF/TNR Cats. The Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

- i. The Humane Society and the Impounding Agency shall mutually agree on the day(s) of the week that the Impounding Agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding Agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.
- ii. Surgeries may be completed at either:

Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124

Or

HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

- iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia for a cost of \$45. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.
- iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of \$45.
- v. The Humane Society recognizes that the Impounding agency may not have a licensed veterinarian on staff and would not have the ability to determine whether an animal should be euthanized. Therefore, upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The cost for euthanasia is \$45.
- vi. All cats being returned to the Impounding Agency staff from the Humane Society

will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

- vii. No procedures other than those listed in this document will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:
  - Invoice number
  - Visit Date
  - Billing Date
  - Animal Name and/or Number
  - Services provided
  - Cost for each service provided
  - Total cost
- viii. The Humane Society will combine and send all invoices to the Impounding Agency, monthly.
- ix. Animal Control Officers will notify the Humane Society staff at the LPGA location whether a feline brought there is not eligible for RTF due to being confiscated, seized or under quarantine.
- x. The Humane Society will only release RTF cats to the Impounding Agency Animal Control Officer unless Impounding Agency provides permission for a 3<sup>rd</sup> party release in writing from the agency's authority.

**3. BILLING & PAYMENT:**

- (a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:
  - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding Agency's designated personnel, Law Enforcement, or Animal Control Officers;
  - (ii) each stray dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the jurisdictional limits of the Impounding Agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via Impounding Agency with prior Supervisor approval from Halifax Humane Society and fees for this service are

listed in 3(b) under Owner Surrender – via ACO. Owner requested surrenders in the field should be referred to Halifax Humane Society directly; and

(iii) each dog or cat, domesticated animal, injured animal, or deceased animal picked up at the request of the Impounding Agency by the a member of the public within jurisdictional limits of the Impounding Agency.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

<b>Type of Animal</b>	<b>Fee</b>
<b>Dog or cat</b> (if the cat is not eligible for RTF/TNR program)	
Stray Sheltering (up to 3 days)	\$120
Administrative Fee - failure to reunite/contact known owners	\$35
<b>Owner Surrender via Animal Control Officer</b>	\$120
<b>Other small domesticated pets</b>	\$100
<b>Livestock/Wildlife</b>	\$150
<b>Wild animal - (Euthanasia)</b>	\$55.00
<b>Deceased on arrival - (Disposal)</b>	\$25.00
<b>Quarantined animal (e.g., Rabies)</b>	\$100 fee plus \$30 per additional day Quarantine period determined by Florida State Statute
<b>Confiscated animals – Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case</b>	\$120 fee (includes up to 3 days of impoundment) \$21 for each additional day of impoundment
<b>Fees for RTF/TNR cats</b>	
<b>Sterilization Surgery</b>	\$45
Complimentary ear tipping, FVRCP, Rabies Vaccines	
<b>Anesthesia Fee</b>	\$45
No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	
<b>Euthanasia</b>	\$45
Veterinarian determined that patient cannot undergo surgery due to illness/disease	
<b>Fees for Additional Services</b>	Staff Support: \$25.00 per hr.
<b>Forensic calls and staff assistance</b>	Veterinarian Support: \$125.00 per hr.

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the “Prompt Payment Act”). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance

until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

- (d) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency account for animals that were not impounded by an Impounding Agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours. After hours animal drop off not permitted.
- (e) The Humane Society will use good faith efforts to try to collect from the animal's owner costs for which the Impounding Agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding Agency shall be credited half any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for, and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding Agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding Agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency decision to submit the animal as a stray.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding Agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or



owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding Agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding Agency may request that euthanasia be performed by the Humane Society when it is the Impounding Agency's belief that the dog poses a threat to public safety. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency decision to submit the animal under the Dangerous Dog Law.

**7. CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency agrees to provide next of kin, emergency contact or any other guardian information to Halifax within 3 days of impoundment. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3 day holding period for stray animals. The Impounding agency shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency's decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized.

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

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the Impounding Agency's decision to submit the animal as a "stray". The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

**9. REMEDY IN THE EVENT OF BREACH:** In the event that the Impounding Agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to

terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

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

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

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

**IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-322-3011, [bwitte@southdaytona.org](mailto:bwitte@southdaytona.org), by mail, City of South Daytona, Attn: Public Records Custodian, 1672 S. Ridgewood Avenue, South Daytona, Florida 32119.**

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

- a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.

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

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

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

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

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

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

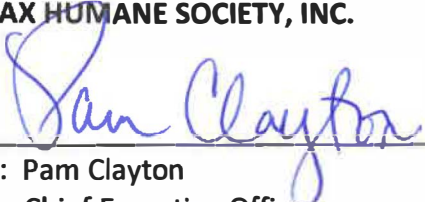
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly,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

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


19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Impounding Agency Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

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

**HALIFAX HUMANE SOCIETY, INC.**

By:   
Name: Pam Clayton  
Title: Chief Executive Officer  
Date: 8/30/2022

ATTEST:

By:   
Name: Christina Sutherland  
Title: Chief Operating Officer  
Date: 8/30/22

**CITY OF SOUTH DAYTONA**

By: \_\_\_\_\_  
Name: Bill Hall  
Title: Mayor  
Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: James L. Gillis Jr.  
Title: City Manager  
Date: \_\_\_\_\_