

COUNTY OF LEXINGTON AND PAWMETTO LIFELINE, INC. AGREEMENT

This Agreement is entered into this 23rd day of June, 2017, by and between County of Lexington ("County"), and Pawmetto Lifeline, Inc. ("Pawmetto").

WHEREAS, the County has been approached by Pawmetto to establish a Community Cat program for the unincorporated area of Lexington County and those incorporated areas that have adopted the Lexington County animal control ordinance and for which the County enforces the Lexington County animal control ordinance; and

WHEREAS, the County must amend its Animal Control ordinance in order to implement such a program;

NOW THEREFORE, in consideration of the respective representation set forth herein, the parties agree as follows:

Section 1. Definitions.

Community Cat Program – A service provided by Pawmetto to accept Community cats brought to Pawmetto by residents of Lexington County in order to be spayed or neutered, vaccinated and ear tipped.

Community Cat – Community Cat means a cat that is domesticated which lives indoors and outdoors (sometimes called free roaming) and/or a feral cat, which means a cat that is unsocialized or unaccustomed to human interaction. Domesticated cats referred to in this section may or may not be owned by a custodial party.

Section 2. Services to be provided by Pawmetto. The County will direct any complaint or call in regard to a Community Cat to Pawmetto. Pawmetto will provide traps to capture a Community Cat to any Lexington County resident. These traps will be available at Pawmetto's facility on Bower Parkway. Pawmetto will require a trap agreement form to be signed and a refundable deposit as determined by Pawmetto. The Lexington County resident (Complainant) will then trap the Community Cat and bring it to Pawmetto for spay or neutering, vaccination and ear tipping. The complainant will then be responsible for retrieving the Community cat from Pawmetto and returning it to the location where the Community Cat was found.

Section 3. Owner Surrender Cats. The County will refer any "owner surrender" cats to Pawmetto and any such referrals will count toward the contractual obligations of the contract between the parties dated November 14, 2008.

Section 4. Costs of Services. Pawmetto will apply for grants to provide these services. If sufficient grant funds are not received, the Complainant will be charged a fee for the service of Pawmetto. These fees must be agreed to be paid by the Complainant before the services will be provided. Pawmetto will not seek and the County will not provide any funds to Pawmetto for any

service set forth herein.

Section 5. Failure to Retrieve Community Cat. Pawmetto will have an agreement with the Complainant as to the fee to be paid by the Complainant should the Complainant fail to retrieve the Community Cat after the services were rendered by Pawmetto.

Section 6. County Animal Shelter. Based upon the terms of this agreement and the proposed amendments to the County Animal Control Ordinance, the County animal shelter will no longer accept Community Cats and all Community Cat complaints will be directed to Pawmetto.

Section 7. Amendment to County Animal Control Ordinance. All terms of this agreement are contingent on County Council approving amendments to the County Animal Control Ordinance that removes Community Cats from the provisions of the Animal Control Ordinance

Section 8. Amendments to Municipal Animal Control Ordinances. This agreement will also be applicable within any Municipality that amends its Animal Control ordinance to be consistent with any amendments to the County Animal Control Ordinance.

Section 9. Reliance on Pawmetto in amending the County Animal Control Ordinance. Pawmetto understands that the County and Municipalities are relying on Pawmetto to provide the services set forth in this agreement in proceeding to amend their Animal Control Ordinances.

Section 10. Supplemental Agreement. This Agreement supplements the prior Agreement of the parties in regard to the pet facility on Bower Parkway and all terms of the prior Agreement will remain in effect.

Section 11. Complete Agreement. The terms set forth herein are the entire agreement of the parties and no oral representation is included in the agreement unless specifically set forth herein. Any amendments to this agreement must be in writing and signed by the parties.

Section 12. Term. The term of this Agreement is until October 1, 2019. This Agreement will continue thereafter and may be terminated after October 1, 2019 by either party upon giving 180 days written notice to the other party.

Section 13. Effective Date. The Agreement will be effective upon the final effective date (October 1, 2017) of the Amendment to the Lexington County Animal Control Ordinance as set forth in Section 9 herein.

Approved by County Council at its meeting on June 26, 2017.

WITNESS the hands and seals of the **County of Lexington and Pawmetto Lifeline, Inc.**, on the date first written above.

DWB

Witnesses:

Debra W. Bunnell

Garen Ross

M. Todd Cullum

County of Lexington

By: M. Todd Cullum

Its: Chairman

Denise D. Wilkinson

Pawmetto Lifeline, Inc.

By: DENISE D WILKINSON

Its: CEO

DWB