

ORANGE COUNTY ANIMAL SERVICES
PLACEMENT PARTNER
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on this the _____ day of _____, 20____, by and between Orange County, North Carolina (the “County”) for and on behalf of the Orange County Animal Services Department (the “OCAS”) and the following organization (hereinafter the “Placement Partner”)

WITNESSETH

WHEREAS, Orange County by and through its Animal Services Department receives an overabundance of animals that been lost, abandoned or given away and are in need of proper care, a home and responsible owners; and

WHEREAS, because of the overwhelming need Orange County alone does not have the resources to re-home the animals with a responsible owner and in many cases this results in the euthanizing of the animals; and

WHEREAS, it is the mission of these Placement Partners to provide for the proper placement of animals into homes with responsible owners who can provide not only a home but also proper care for the animals; and

WHEREAS, Orange County Animal Services has identified Placement Partners in the Orange County community with the resources to re-home and extend the life of the animals by placing them in a loving home; and

WHEREAS, the above named Placement Partner hereby desires to partner with the County to provide placement of animals in the care of the Orange County Animal Services (“OCAS”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto mutually agree upon the following terms, provisions, and conditions:

1. Term. This MOU shall be valid until terminated by either OCAS or the Placement Partner under the terms specified below.
2. The Placement Partner agrees to abide by the terms of this MOU and the Guidelines for Animal Placement into Partner Animal Placement Organizations set forth in Exhibit A, which is attached to this MOU and hereby incorporated by reference. If the terms of Exhibit A are conflict with this MOU, then this MOU shall control.
3. The Placement Partner shall provide proper care of each and every animal entrusted to the Placement Partner under this MOU. For purposes of this MOU the term “proper

care” means the provision of: adequate food; water; shelter; safe containment; appropriate veterinary care; appropriate socialization; and humane treatment for the animal(s).

4. **Medical Records.** The Department shall provide the Placement Partner with a medical record, and memorandum of concurrent problems (when applicable) for each pet transferred. If a behavior evaluation has been performed on an animal the results of such an evaluation will also be supplied to the Placement Partner. The Placement Partner and the Department understand and agree that if an animal exhibits problematic behavior or a medical condition such that the Placement Partner does not believe the animal can be rehabilitated then, the animal can be returned to OCAS or properly dispositioned by the Placement Partner.
5. **Sterilization.** The Placement Partner shall provide for sterilization of domestic dogs and cats released to it for placement by OCAS within 60 days of acquisition if the dog or cat has not been sterilized. The sterilization requirement of this agreement does not apply to animals other than domestic dogs and cats.
 - a. **Cost of Sterilization.** The cost of sterilization is the sole and exclusive expense and responsibility of the Placement Partner.
 - b. **Confirmation of Sterilization.** Confirmation of sterilization surgery must be submitted to the OCAS (with the annual documentation discussed in more detail below).
 - c. **Exceptions.**
 - i. Domestic dogs and cats under 6 months of age are not required to be sterilized within the 60 days if they have not reached 6 months of age on the 60th day; however the animal should be sterilized within two weeks of reaching six months of age and notification shall be provided to OCAS of that sterilization in accordance with this MOU.
 - ii. In extenuating circumstances where sterilization would put the health of an animal at risk and where there is a written recommendation from a licensed doctor of veterinarian medicine which adequately describes the specific reason the animal is unable to undergo sterilization surgery, the OCAS Shelter Manager may waive the sterilization requirement in his/her sole and absolute discretion. Any such waiver shall be in writing and signed by the OCAS Shelter Manager.
6. **Breeding.** The Placement Partner shall neither intentionally nor unintentionally breed any animal received from OCAS. This requirement shall not apply to native wildlife species that have been re-released into the wild.
7. **Rabies Vaccination.** For animals that were too young to receive a Rabies vaccination prior to transfer to a Placement Partner, the Placement Partner shall vaccinate the animal accordance with North Carolina rabies statute requirements. Confirmation of vaccinations must be submitted to the OCAS, with the annual documentation discussed

below. It is expressly understood and agreed that Placement Partners will comply with the North Carolina Rabies laws, which state that all dogs, cats and ferrets four (4) months of age or older must be vaccinated against Rabies.

8. Cost. There will be no fee for the actual transfer of animals from OCAS to Placement Partners. Typically, vaccinations, FELV and/or FIV and heartworm testing will be completed at the time of placement and will be at no charge to the Placement Partner. Animals transferred to Placement Partner Organizations ordinarily will be screened for disease, dewormed and receive rabies and other standard vaccinations, as appropriate for age and species, at no charge to Placement Partners. However, the Placement Partner will have the sole responsibility and expense to provide for the care and treatment of the animal should any animal be transferred to Placement Partner.
 - a. The Placement Partner shall pay OCAS for additional services provided by OCAS on behalf of any and all animals acquired by the Placement Partner under this MOU. The following are services which the Placement Partner shall pay OCAS for when applicable:
 - i. Microchip. The Placement Partner may elect for OCAS to provide a microchip for animals released to it at a cost of \$35.
 - ii. Spay/Neuter Surgical Services. The cost of sterilization shall be as provided by the fee scheduled set by the Orange County Board of County Commissioners. If no fee has been set the fee shall be \$30 for neuter and \$60 for Spay.
9. Transfer of Ownership. For animals transferred to Placement Partner prior to sterilization, transfer of ownership to either Placement Partner or through a Placement Partner adoption will not occur until the animal is sterilized in accordance with Section 5 of this MOU. However, upon transfer the Placement Partner assumes full ownership of the animal including complete and total responsibility for any future costs associated with the animal that include, but is not limited to, the care of the animal (including any and all veterinary expenses regardless of whether any such medical condition was or should have been diagnosed prior to the transfer of the animal) or property damage or damage to other living things done by or to the animal(s).
 - a. Stray Hold Period. All animal(s) shall be held at OCAS or with an approved Placement Partner for the required stray hold period prior to entering into any adoption program, including the placement partner program. The animal shall not be released for adoption prior to the end of the stray hold period. The Placement Partner understands that on occasion the owner may attempt to claim the animal after the expiration of the stray hold period and after the animal has been transferred to the Placement Partner. Animal Services shall notify the Placement Partner in advance as to the expected period of time the stray hold shall be.
 - i. If ownership of the animal has not transferred and the pet has not been adopted out from the Placement Partner, Orange County, in its absolute and sole discretion, may return the animal to the owner making the claim.

- ii. If the transfer and ownership of the animal to the Placement Partner has occurred, but the animal has not been adopted then the Placement Partner agrees to make every effort to return the animal to the owner making the claim.
- iii. In certain instances, animals still in their stray hold period may be transferred for foster care at the discretion of OCAS. Only at the end of the stray hold period may ownership of these animals be transferred to the Placement Partner responsible for the foster care.

b. In the event the animal is returned to the owner making the claim, prior to the Placement Partner or OCAS returning the animal to the owner, the owner shall pay to Orange County a Cost Recovery fee. The Cost Recovery fee shall include an impound fee, daily boarding fee, vaccination fee (if required), and any reasonable veterinarian service fees. Orange County shall reimburse the Placement Partner for the cost of services provided to the animal for daily boarding at the current rate charged by OCAS, the actual cost of the vaccination and reasonable cost of veterinarian services.

10. No Warranty. **OCAS DOES NOT WARRANT THAT THE ANIMAL IS FREE OF DISEASE OR DEFECT; THE ANIMAL IS TRANSFERRED TO THE PLACEMENT PARTNER “AS IS.”** OCAS will not knowingly transfer an animal that is aggressive or has a known medical condition or defect without properly notifying the Placement Partner. However, the Placement Partner understands and agrees that OCAS will not be able to identify aggressive animals in all cases prior to their transfer to the Placement Partner.

11. Indemnification. To the extent legally possible, the Placement Partner shall indemnify and hold County, its officers, agents, and employees, harmless from and against any and all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to any act or failure to act by the Placement Partner, its employees, volunteers, agents, officers, and contractors in connection with this contract. In the event any such action or claim is brought against County, the Placement Partner shall, upon County's tender, defend the same at the Placement Partner's sole cost and expense, promptly satisfy any judgment adverse to County or to County and Placement Partner jointly, and reimburse County for any loss, cost, damage, or expense, including attorney fees suffered or incurred by County. The Placement Partner shall and hereby does agree to hold the Orange County harmless for any liability whatsoever caused by an animal transferred to the Placement Partner under this MOU including the following:

a. Behavior and Illness. Most animals received by OCAS have unknown backgrounds and origins. Should the transferred animal become ill or cause damage or other incident, which results from its known or unknown health and/or behavioral problem(s) the County will not reimburse the Placement Partner for any incurred expenses, including veterinary expenses. It is the Placement Partner's responsibility to pay all veterinary bills incurred in connection with the animal. OCAS will not be responsible for any veterinary fees incurred after the animal is transferred. The Placement Partner hereby assumes the risk of

accepting animals from OCAS that may have health, behavioral and/or socialization problems.

- b. Rabies. North Carolina Law requires all dogs, cats and ferrets 4 months of age and older to be vaccinated against rabies. All dogs are required to wear a current rabies tag. Cats and ferrets are subject to this requirement as well (unless a local exemption exists). A dog, cat or other animal that is bitten (exposed) by a rabid animal may not develop symptoms for up to 6 months. During this time, known as the incubation period, the exposed animal may appear to be totally healthy. An animal receiving its first dose of rabies vaccine is not protected until at least 28 days after the vaccine is given, and is treated as unvaccinated until that time. Since the vaccination history of shelter animals is unknown, many of these animals are not protected against rabies. Although all animals available for transfer have been carefully screened for signs of exposure to rabid animals prior to transfer, the possibility exists that any animals transferred may have been infected. The Placement Partner assumes all risk for any animal transferred that may have rabies.
12. Inspections of Site. The Placement Partner understands and agrees that OCAS may conduct site visits to determine the Placement Partner's eligibility in this program. The Placement Partner hereby agrees to work with OCAS to resolve any issues pertaining to animal holding facilities and/or properties. This includes authorizing OCAS to inspect any facility or property where an animal is held without notice if deemed necessary by the Animal Services Director.
 13. Compliance with Terms of the MOU. The Placement Partner understands and agrees to notify OCAS staff if there are any problems complying with the conditions of this placement partner program (such as housing, food availability, personal crisis, etc.). OCAS reserves the right to determine what action, if any, may be taken upon OCAS being notified of any issues regarding the Placement Partner's compliance with this MOU. Non-compliance may result in the retrieval of the animal(s) from the Placement Partner.
 14. Compliance with Laws. The Placement Partner shall comply with all applicable federal, state and local laws, rules or regulations. In addition, it is understood and agreed that animals transferred to a Placement Partner under this MOU may be housed in private homes, including rental units.
 - a. Further, any Placement Partner who houses animals transferred to it in a private home shall only keep the number of animal allowed under applicable regulations for that particular area where the animal is being housed. If the animals are kept in Orange County, the number of animals kept shall not exceed the number of animals allowed under the Orange County Animal Ordinance without the appropriate permit.
 - b. If an animal is kept in Orange County for more than thirty days, the Placement Partner is required to comply with all Orange County licensing requirements.
 - c. If an animal is transported outside the State of North Carolina, the Placement Partner shall comply with federal and state animal import/export laws.

15. The Placement Partner shall be a non-profit corporation organized and operated exclusively for charitable and educational purposes and established as tax exempt organization under Section 501(c)(3) of the Internal Revenue Code or an non-profit corporation, in good standing, incorporated under Chapter 55A, Article 2 of the North Carolina General Statutes and has applied for recognition under Section 501(c)(3) of the Internal Revenue Code. A copy of the letter from the IRS designating the Placement Partner as a 501(c)(3) must be received by Animal Services within 6 months of entering into this Agreement or the Agreement will be terminated.

16. Reports. Each January OCAS will generate and send annual reports to each Placement Partner, by the 31st of the month that lists each animal transferred to the Placement Partner during the preceding year. The Placement Partner shall document sterilization and adoption data for each animal they received, as applicable. The Placement Partner shall return the report to OCAS within 60 days or no later than March 31st.

17. Termination. It is understood and agreed that non-compliance on the part of the Placement Partner of any term of this MOU shall be deemed a breach of this MOU. Failure of the Placement Partner's or its' employees, volunteers, agents, officers, members or contractors to comply with local, state or federal policies, procedures, rules, regulations or laws shall be deemed non-compliance on the part of the Placement Partner and may be deemed reason to terminate by the County. The Department may terminate this MOU in its sole discretion upon breach of any term hereof.

- a. Upon termination of this MOU due to any breach by the Placement Partner, or for any other reason whatsoever, the Placement Partner shall immediately return any animals in its care pursuant to this MOU directly to OCAS.
- b. The failure to enforce a breach of this MOU by Orange County shall not be deemed a waiver thereof.
- c. This MOU may be terminated for any reason by either the Placement Partner or Orange County by giving ten (10) days prior written notice to the other party as provided below:

Orange County Animal Services

Department Director

Post Office Box 8181

Hillsborough, NC 27278

(919) 968-2289

_____ Placement Partner

_____ Executive Director

_____ Address

_____ City State Zip Code

_____ Telephone Number

- d. If this MOU is terminated by OCAS, then if requested by OCAS, the Placement Partner shall return any and all animals transferred to it by OCAS that is still has in its possession.

18. Indemnity. The Placement Partner hereby agrees, on behalf of self, other agents and successors, personal representatives and executors, to indemnify and hold harmless Orange County, the Department and OCAS, its officers, employees and agents from all losses, suits, damages, and costs (including reasonable attorney's fees) for any and all losses whatsoever arising from or under this MOU. It is the intent of this section that the Placement Partner indemnifies Orange County to the fullest extent permitted by law.
19. Independent Contractor. The Placement Partner is an independent contractor of OCAS and is not an employee of Orange County, the Department or OCAS and will not be considered an employee of the County for purposes of this MOU. The Placement Partner represents that it will secure, at its own expense, all personnel required in performing the services under this MOU. Such personnel shall not be employees of or have any contractual relationship with Orange County, the Department or OCAS. All personnel engaged in the performance of the duties required under this MOU on behalf of the Placement Partner shall be fully qualified as determined by the Placement Partner. It is further agreed by the Placement Partner that it shall obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein and applicable to the payment of any personnel necessary for carrying out the services called for under this MOU. Neither the Placement Partner nor any employee of the Placement Partner shall be deemed an officer, employee or agent of the County.
20. No Assignment. The Placement Partner shall not assign this MOU to any other party without the prior written consent of Orange County.
21. Binding Agreement. The parties have read this MOU and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties.
22. Governing Law. Both parties agree that this MOU shall be governed by the laws of the State of North Carolina.

[SIGNATURES TO FOLLOW]

SIGNATURE PAGE:

IN WITNESS WHEREOF, the parties hereto have executed this MOU for the purposes stated herein as of the date first written above.

FOR THE COUNTY OF ORANGE

FOR: _____

Name: _____

Name: _____

By: _____

By: _____

Title: Animal Services Director

Title: _____

Date: _____

Date: _____