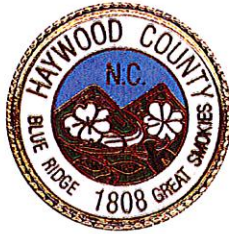


BOARD OF COMMISSIONERS

J. W. "KIRK" KIRKPATRICK, III, CHAIRMAN  
BILL L. UPTON, VICE CHAIRMAN  
L. KEVIN ENSLEY  
MICHAEL T. SORRELLS  
BRANDON C. ROGERS



INTERIM COUNTY MANAGER  
JOEL MASHBURN

COUNTY ATTORNEY  
LEON M. KILLIAN, III

## HAYWOOD COUNTY BOARD OF COMMISSIONERS AGENDA REQUEST

**Must be presented to the County Manager's Office  
no later than 5:00 p.m. Friday 10 days before the meeting**

**DATE OF REQUEST: January 12, 2018**

**FROM: Doyle Teague, Animal Services Director**

**MEETING REQUEST DATE: February 5, 2018**

*Regular meetings: First (1<sup>st</sup>) Monday of the month at 9:00 a.m.  
Third (3<sup>rd</sup>) Monday of the month at 5:30 p.m.*

**REQUEST:** *(What action are you seeking?)*

Approval of updated fee schedule, hours of operation, and staffing for the new Animal Services facility.

**BACKGROUND AND PLAN:** *(Research and justification of request, implementation plan)*

The fee schedule was last updated 11/03/2014. Since that time the non-profit organization Humane Alliance in Asheville has been providing low cost sterilization and vaccinations. The changes in the fee schedule reflect utilizing these services for adoptable animals. (Proposed new fee schedule attached.)

In order to properly maintain and care for the animals and facility it is recommended that the hours the kennel areas are available to the public be changed. (Proposed hours of operation attached.)

Sarge's Animal Rescue Foundation, Inc. has expressed interest in providing staffing to conduct adoption services for the county, at no charge to the county. Request authorization for Animal Services Director to enter into the attached Memorandum of Understanding with Sarge's.

**FINANCIAL:** *(Cost, where is the money coming from, optional or mandated)*

**SUPPORTING ATTACHMENT: YES  \_\_\_\_\_ NO \_\_\_\_\_**

**POWERPOINT PRESENTATION: YES \_\_\_\_\_ NO \_\_\_\_\_**

**PERSON MAKING PRESENTATION: \_\_\_\_\_**

**TITLE: \_\_\_\_\_**

**PHONE NUMBER: \_\_\_\_\_**

**EMAIL: \_\_\_\_\_**

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this the \_\_\_ day of December, 2017, by and between HAYWOOD COUNTY, North Carolina, a unit of local government (the "County"), by and thru its Animal Services Director; and SARGE'S ANIMAL RESCUE FOUNDATION, INC., a 501(c)(3) corporation organized and existing under the laws of the State of North Carolina ("Sarge's"), together referred to herein as the "Parties."

### RECITALS:

WHEREAS, the County operates an "Animal Shelter" as defined by N.C.G.S Section 19A-23 (5), and Sarge's is an Approved Rescue Organization that cares for stray animals that has been favorably assessed by the Haywood County Animal Services Director who also serves as the "Animal Control Officer" as defined by N.C.G.S. Section 130A-184(1), and operator of the Haywood County Animal Shelter, an "Animal Shelter" as defined by N.C.G.S. Section 19A-23 (5); and

WHEREAS, Sarge's is an "Approved Rescue Organization" as defined by N.C.G.S. Section 19A-23 (5b) and an "Approved Foster Care Provider" as defined by N.C.G.S. Section 19A-23 (5a); and

WHEREAS, the County and Sarge's wishes to enter into this MOU to create an agency relationship for the purpose of operating the adoption functions of the Animal Shelter to maintain a facility that where euthanasia of healthy, adoptable dogs and cats is not a viable outcome for animals in its care.

NOW THEREFORE, the Parties named above agree to enter into this MOU, under the following terms and conditions:

1. Agreement for Services. From and after January 1, 2018, Sarge's shall serve as the official adoption agent for the County, operating animal services as follows:
  - a. The services herein described shall be conducted at the Haywood County Animal Shelter, and adequate facilities shall be provided to Sarge's for performance of the duties herein set forth.
  - b. Sarge's shall conduct all phases of adoption procedures approved by the Animal Services Director as authorized by law, including observance of the 72 hour minimum holding period for animals subject thereto pursuant to N.C.G.S. Section 130A-192 (c), (d) and (e).
  - c. The County, before delivering possession or granting written authorization to Sarge's for conducting the services described in subsection b, and making animals available for adoption as described above, shall first conduct the preliminary due diligence investigations set forth in N.C.G.S. section 130A-192 (a), (a1), (a2), (a3) and (b).
  - d. Sarge's, before facilitating an adoption shall first comply with the public inspection for adoption and viewing of lost pets provisions specified in the above statutes.
2. Sarge's Staffing Requirements. Sarge's shall provide fully qualified, two to three (2-3) properly trained staff in a quantity sufficient to perform adoption agent services work at the



Animal Shelter during public operational hours at no cost to the County. Sarge's management shall supervise such staff jointly with the assistance of the Animal Services

Director and shall conduct its activities also under and within the rules and regulations of the Animal Shelter.

3. County Requirements.
  - a. The County, functioning thru its Animal Services Director and staffs of the Animal Services Department at the Animal Shelter, shall before delivering possession or control of surrendered or discovered stray animals to Sarge's for adoption, perform the required rabies investigation required under N.C.G.S. Section 130A-196(b) and vaccinations required under N.C.G.S. Section 130A-185 (a), and may first return animals to their owner or authorize animals to be euthanized by a method approved by law where lawfully permitted. The County may also place animals in foster care. The County shall maintain all required records of impounded animals under supervision of the N.C. Board of Agriculture.
  - b. The Animal Services Director has overall responsibility for shelter operations.
- 3a. Appendix A – Listing of County Adoption fees, organization receiving adoptions fees, animal medical procedures done prior to all adoptions, Sarge staffing hours at County Adoption/Shelter facility, is expressly incorporated as a County requirement.
4. Insurance. Sarge's shall obtain and provide at its expense staff insurance coverage for Workman's Compensation and Liability in such amounts as Haywood County requires for independent contractors (Attachment B)
  - a. Sarge's shall defend and indemnify the County from all claims to its staffs and agents, specifically including volunteers selected and approved by Sarge's.
5. Effective Date. The effective date of this MOU is January 1, 2018.
6. Extension/Termination Date. Unless terminated by the giving of a minimum of 60 days advanced written notice from either Party to the other, this MOU shall automatically be extended for successive periods of one (1) year by written notice and acceptance from either party.
7. Conflict of Laws. In the event any portion of this MOU shall be determined to be invalid under any applicable law or regulation, such provision shall be deemed void and the remainder of this MOU shall remain in full force and effect.
8. Independent Contractor/Agency. Sarge's shall be deemed an independent contractor and a limited agent of the County as herein set forth.
9. Entire Relationship; Amendment. This MOU shall serve as the complete description of the relationship between the Parties with respect to the matters contemplated herein, and shall not be modified, amended, altered or changed except by a writing signed by the Parties.
10. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, in duplicate originals, the date first above written.

HAYWOOD COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Doyle Teague, Animal Services Director

SARGE'S ANIMAL RESCUE FOUNDATION, INC.

By: \_\_\_\_\_  
Carol Viau, President of the Board of Directors  
Sarge's Animal Rescue Foundation, Inc.

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## Appendix A

### Adoption Fees

Service	New
*Dog Adoption	\$85.00
*Cat Adoption	\$40.00
Dog/Cat Redemption	\$35.00
Transfer to Non-Profit	\$0
**Euthanasia Request	\$35.00
*Reduced/Waived fees as approved by HCAS Director, for hard to place (older, hounds, bully breeds, during peak capacity times or after 2 weeks in care.)	**The fee has been \$5.00 since 1988. The increase is representative of the cost. New policy that the county only accepts animals who are suffering or dangerous for this service.

### Organization receiving adoptions fees

- When Sarge's staffs use the county system (Chameleon) to process adoptions and collect adoption fees, these fees go to the county as revenue.

Sterilization Dog	\$35.00
Sterilization Cat	\$25.00
Rabies	\$7.50
DA2PP	\$3.80
Bordatella	\$3.88
Heartworm Test	\$15.00
Capstar	\$3.87
MicroChip	\$15.00
FRCVP	\$3.35
FEL/FIV Test	\$18.00
FEL Vaccine	\$10.00

- Fees for animals adopted, and owned, by Sarges go to Sarges (when animals transferred out of County facility, ownership is transferred to Sarge's at no cost)

Animal medical procedures are done by County prior to all adoptions

### Sarge staffing hours at County Adoption/Shelter facility

- Sarge's provides staffing for the adoption services from 12PM-5PM, Monday –Friday and 12PM – 4PM on Saturday

Attachment B

SARGE-I



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)  
04/10/20

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

<b>PRODUCER</b> Patton, Morgan & Clark P O Box 1027 Canton, NC 28716 Patton, Morgan & Clark	828-648-2632	<b>CONTACT NAME;</b> Patton, Morgan & Clark	
		PHONE 828-648-2632 (A/C, No, Ext):	FAX 828-648 (NC, No):
		E.MAIL ADDRESS	
INSURER S AFFORDING COVERAGE			
Scottsdale Ins Co			
<b>INSURED</b> Sarge's Animal Rescue Foundation P.O. Box 854 Waynesville, NC 28786	INSURER A :		189
	Auto-Owners Ins. Co.		
	INSURER a:		
	AmTrust North America		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:





DESCRIPTION OF OPERATIONS 1 LOCATIONS VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

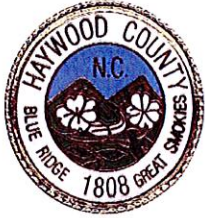
<p style="text-align: right;">TOWN-11</p> <p>Town Of Waynesville 108 N. Main Street Waynesville, NC 28786</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAI BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DE IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATI Patton, Morgan &amp;</p> <p style="text-align: right;">ACTIVE Clark <i>[Signature]</i></p>
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ACORD 25 (2016/03)

0198 -20 ACORD CORPORATION. Il righ res

The ACORD name and logo are registered marks ACORD  
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# Haywood County Animal Services

*Physical: 245 Hemlock Street  
Waynesville, North Carolina 28786*

*Mailing: PO Box 36  
Hazelwood, North Carolina 28738*

*Phone: (828) 456-5338*

*Fax: (828) 456-9730*

## Proposed Fee Schedule

Service	New	Previous
*Dog Adoption	\$85.00	\$40 - \$107.50
*Cat Adoption	\$35.00	\$57.50 - \$87.50
Dog/Cat Redemption	\$25.00	\$25.00
Board Per Day	\$5.00	\$5.00
Transfer to Non-Profit	\$0	\$0
Microchip (redemptions)	\$15	N/A
**Euthanasia Request	\$35.00	\$5.00

\*Reduced/Waived fees as approved by HCAS Director, for hard to place (older, hounds, bully breeds, during peak capacity times or after 2 weeks in care.)  
 \*Adoption price may increase depending on veterinarian clinic vs. low cost spay neuter clinic.  
 \*\*The fee has been \$5.00 since 1988. The increase is representative of the cost. New policy that the county only accepts animals that are suffering or dangerous for this service.

## Proposed Hours of Operation:

Day	Animal Services Office	Animal Shelter/Adoption Center	Current
Monday	10AM-5PM	12PM-5PM	9AM-4PM
Tuesday	10AM-5PM	12PM-5PM	9AM-4PM
Wednesday	10AM-5PM	12PM-5PM	9AM-4PM
Thursday	10AM-5PM	12PM-5PM	9AM-4PM
Friday	10AM-5PM	12PM-5PM	9AM-4PM
Saturday	12PM-4PM	12PM-4PM	9AM-4PM
Sunday	CLOSED	CLOSED	12PM-4PM

**Animal Care/Cleaning/Facility Maintenance Hours -8AM – 12PM, 3PM-5PM.**