



## **REQUEST FOR BOARD ACTION**

**ITEM NO. 10**

**DATE OF MEETING:** May 2, 2016

**REQUESTED BY:** Carolyn Moser, Health and Human Services Director, Health Department

**SHORT TITLE:** Approval of Contract with Camp Lejeune Base Animal Control Services to House Animals.

**BACKGROUND:** The Camp Lejeune Base Animal Control Services (CLBACS) has requested a contract with the Pender County Animal Shelter to house animals from the base shelter. The Pender County Animal Shelter will provide facilities and services for the care of the animals that are impounded by CLBACS when their shelter is at or over capacity. CLBACS will relinquish animals and pay a flat fee of \$20 per animal to the Pender County Animal Shelter. All fees collected for adoptions, redemptions, and vaccinations for such animals are kept by the Pender County Animal Shelter. The contract has been approved by the county attorney. Estimated expenditures and revenues for the shelter are attached.

**SPECIFIC ACTION REQUESTED:** To consider approving a contract with Camp Lejeune Base Animal Control Services to house animals when they are over capacity.

# Pender County Health Department

*...Building a healthier tomorrow...*

*Carolyn Moser, BSN, MPA  
Health and Human Services Director*

## Average Estimated Cost for Shelter Care

<u>50# Dog</u>		<u>5# Cat</u>	
Rabies	\$ .75	Rabies	\$ .75
DHPP	\$ 2.11	DHPP	\$ 2.11
Bordetella	\$ 2.19	RCCP	\$ 1.30
Activyl+/4 ml	\$ 6.84	Revolution/.37 ml	\$ 1.23
Drontal+ 136/ 1 tab	\$13.88	Pyrantel/ 1 ml X 2 days	\$ .06
		Or Drontal Fel/ 1 tab	\$ 3.22
<b>Intake Total</b>	<b>\$25.77</b>	<b>Intake Total</b>	<b>\$ 6.50</b>
K9 Maintenance/ 1.5 # Per day	\$ .75	Fel Maintenance/ 0.5# Per day	\$ .32
Staff Cleaning \$12/hour 4 hours/day X 30 days X 2 staff = monthly fee Per kennel \$57.60	\$ 1.92	Staff Cleaning \$12/hour 4 hours/day X 30 days X 2 staff = monthly fee Per kennel \$57.60	\$ 1.92
<b>Care and Maint Total Per Day</b>	<b>\$ 2.67</b>	<b>Care and Maint Total Per Day</b>	<b>\$ 2.67</b>
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<b>Estimated Cost/Day</b>	<b>\$28.44</b>	<b>Estimated Cost/Day</b>	<b>\$ 9.17</b>

Cost for average hold time of 7 days is **\$44.46/Dog** Adoption Fee (\$75) + \$20= **\$95.00**  
 Cost for average hold time of 7 days is **\$27.29/Cat** Adoption Fee (\$55) + \$20= **\$75.00**

**Average estimated expenses/revenues indicates financial gain for shelter care for Camp LeJeune overflow contract.**

803 S. Walker St., Burgaw, NC 28425 (910) 259-1230 Fax (910) 259-1258

Dental Center (910) 259-1503 Environmental Health (910) 259-1233 WIC (910) 259-1290



## Contract for Sheltering Services

THIS AGREEMENT is in effect from \_\_\_\_\_ to \_\_\_\_\_, by and between the Pender County Animal Shelter, hereinafter referred to as "PCAS" and the Camp Lejeune Base Animal Control Service, hereinafter referred to as "CLBACS".

### Contract Agreement

- 1) PCAS will provide facilities and services for the care and safe housing of animals that are impounded by CLBACS when CLBACS shelter is at or over capacity.
- 2) The parties agree to a flat fee for services. CLBACS payment of a flat fee reduces administrative costs and recognizes the valuable public and private function served by PCAS. The flat fee shall reasonably reflect the level of service provided by PCAS, including but not limited to, the numbers and types of animals brought in by CLBACS, and may be adjusted annually at time of contract renewal.

NOW, THEREFORE, in consideration of the mutual agreement hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- 1) TERM: This Agreement shall be in full force and effect upon execution. The contract period will be effective from 1 year for the date of contract.
- 2) RENEWAL: Consideration for services shall be reviewed on a yearly basis by both parties.
- 3) RECEIPT AND HOUSING OF ANIMALS: The PCAS hereby agrees to receive, house and feed all animals surrendered by CLBACS. PCAS surrender forms shall be filled out entirely by CLBACS including date/time and location animal was picked up, reason for impoundment, condition of the animal when picked up, and any owner contact information. In the ordinary course of operations, inflow of animals from CLBACS will be accepted provided admissions do not exceed capacity. PCAS will provide a prior notice to CLBACS if they are over capacity. In the event of a disaster or sizeable seizure of animals by Pender County Animal Control, services may be decreased or temporarily suspended, until such time that PCAS feels that that the flow of animals is such that the service can be provided again. In such an event PCAS shall exercise its best efforts to shorten the period of over-capacity, and will make reasonable attempts to assist CLBACS in finding temporary alternate housing.

- 4) VETERINARY CARE: Once an animal is released to PCAS standard medical/veterinary care will be done pursuant to PCAS current shelter policies and state guidelines.
- 5) RABIES VACCINATION: State law requires all dogs, cats & ferrets over 16 weeks of age be currently vaccinated against Rabies. Animals not displaying a Rabies tag will be vaccinated against Rabies on intake if the animal appears healthy and friendly. PCAS staff will verify rabies coverage for all animals that are wearing a tag upon intake.
- 6) CONSIDERATION: In consideration for the services performed by PCAS according to the terms of this contract, CLBACS shall pay PCAS a sum of \$20.00 for every animal brought in by CLBACS.
- 7) REPORTS: PCAS, when requested by CLBACS, shall be able to provide reports regarding the intake and outcomes of animals impounded by CLBACS.
- 8) INDEMNIFICATION: PCAS agrees fully to indemnify, save and hold harmless CLBACS and their respective officers, agents and employees from and against all claims and actions and all expenses incidental to investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of PCAS, its agents, subtenants, or employees in the operation of PCAS and the dispatch of the obligations incurred under this agreement. CLBACS agrees to fully indemnify, save and hold harmless PCAS, officers, agents, and employees from and against all claims and actions and all expenses incidental to the investigations and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part by CLBACS, their agents, officers, or employees incurred in the enforcement and administration of an animal control ordinance or other law.
- 9) THE PENDER COUNTY ANIMAL SHELTER IS A LOCAL GOVERNMENT FACILITY: The parties agree that PCAS is a local government facility with its own policies and procedures for the housing and care of animals. Animals accepted by PCAS pursuant to this Agreement shall become property of the PCAS within 72 hours or 3 calendar days of receiving the animal (government holidays are not included in that 72 hour hold period); Bite Quarantine animals that are not claimed within 24 hours of the end of their 10 calendar day quarantine period also become property of the PCAS (holidays count as part of the 10 day quarantine). The PCAS is responsible for all financial obligations for the continued care and housing of the animals, and collections of monies owed for services outside of the initial impound fee.

10) **FEES:** The PCAS has a schedule of fees for services. It is the responsibility of the PCAS to collect these fees. It is the responsibility of CLBCAS to make animals' owners aware that there are fees and fines related to the redemption or adoption (after the hold period) of their animals. Fee schedule is as follows:

- Redemption Fee:** Reclaim fee during the 72hr hold \$20.00 for first offense. Additional \$40.00 for each offense thereafter.
- Rabies Vaccination:** \$5.00 (given to all animals impounded and not tagged with a current vaccine).
- Quarantine:** \$10/day impoundment fee plus any additional medical/treatment fees
- Dog Adoption:** \$75.00
- Cat Adoption:** \$55.00

Fees for other species are available from the shelter.

11) **TERMINATION:** Any party of this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.

12) **MODIFICATION:** There shall be no modification to the Agreement unless executed in writing by the parties.

Executed and effective by the undersigned parties,

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

Attest:

\_\_\_\_\_  
Pender County Animal Shelter, Carolyn Moser, Health Director

\_\_\_\_\_  
Camp Lejune Base Animal Control Services, Authorized Agent (Signature)

\_\_\_\_\_  
Camp Lejune Base Animal Control Services, Authorized Agent (Print name & title)