

**BURLINGTON ANIMAL SERVICES  
PLACEMENT PARTNER  
MEMORANDUM OF UNDERSTANDING**

Burlington Animal Services (BAS) receives an overabundance of animals that been lost, abandoned or given away and are in need of proper care, a home and responsible owners. Because of the overwhelming need, Burlington Animal Services alone does not have the resources to re-home all of the adoptable animals it receives with a responsible owner, and in many cases this results in the euthanasia of many adoptable animals.

Burlington Animal Services has identified Placement Partners within the community with a desire to assist Burlington Animal Services efforts to increase the placement of adoptable animals into adoptive homes and decrease the number of animals euthanized at Burlington Animal Services each year. The Placement Partners mission is to utilize its available resources 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.

The Placement Partner identified below hereby desires to partner with BAS to provide placement of animals in the care of Burlington Animal Services (“BAS”) in accordance with the following:

1. Term. This MOU shall be valid until terminated by either BAS or the Placement Partner under the terms specified below.
2. The Placement Partner agrees to abide by the terms of this MOU and the BAS Guidelines for Animal Transfer to Placement Partner Organizations (attachment I)
3. 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.
4. 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).
5. Medical Records. BAS shall provide the Placement Partner with a medical record that includes any treatments provided while at BAS, and any medical or behavioral problems (when applicable) identified by BAS for each pet transferred. The Placement Partner and BAS 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

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then, the animal can be returned to BAS or properly dispositioned by the Placement Partner.

6. Sterilization. If the dog or cat has not been sterilized, the Placement Partner shall provide for sterilization of domestic dogs and cats released to it for placement by BAS by the time the animal is six (6) months of age, or within 60 days of acquisition (if the animal is over 6 months of age at the time of acquisition). 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. Exceptions: 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 sterilization requirement may be waived
7. Breeding. The Placement Partner shall neither intentionally nor unintentionally breed any animal received from BAS. This requirement shall not apply to native wildlife species that have been re-released into the wild.
8. 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. 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.
9. Cost. 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. 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 BAS for services provided by BAS 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 BAS for when applicable:
    - i. Microchip. The Placement Partner may elect for BAS to provide a microchip for animals released to it. The cost of the microchip shall be as

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provided by the fee scheduled set by the City of Burlington. If no fee has been set the fee shall be \$15

- ii. Spay/Neuter Surgical Services. The cost of sterilization shall be as provided by the fee scheduled set by the City of Burlington. If no fee has been set the fee shall be \$25

10. Transfer of Ownership. 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. In certain instances, animals still in their stray hold period may be transferred to a Placement Partner for foster care at the discretion of BAS. 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.

11. No Warranty. **BAS DOES NOT WARRANT THAT THE ANIMAL IS FREE OF DISEASE OR DEFECT; THE ANIMAL IS TRANSFERRED TO THE PLACEMENT PARTNER “AS IS.”** BAS 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 BAS will not be able to identify aggressive animals in all cases prior to their transfer to the Placement Partner.

12. Indemnification. To the extent legally possible, the Placement Partner shall indemnify and hold the City of Burlington, 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 City, the Placement Partner shall, upon the City's tender, defend the same at the Placement Partner's sole cost and expense, promptly satisfy any judgment adverse to City or to City and Placement Partner jointly, and reimburse City for any loss, cost, damage, or expense, including attorney fees suffered or incurred by City. The Placement Partner shall and hereby does agree to hold the City of Burlington harmless for any liability whatsoever caused by an animal transferred to the Placement Partner under this MOU including the following:

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- a. Behavior and Illness. Most animals received by BAS 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 City 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. BAS 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 BAS 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.
13. Compliance with Terms of the MOU. The Placement Partner understands and agrees to notify BAS staff if there are any problems complying with the conditions of this placement partner program (such as housing, food availability, personal crisis, etc.). BAS reserves the right to determine what action, if any, may be taken upon BAS being notified of any issues regarding the Placement Partner's compliance with this MOU.
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. 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 an animal is transported outside the State of North Carolina, the Placement Partner shall comply with federal and state animal import/export laws.

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15. Termination. This MOU may be terminated for any reason by either the Placement Partner or BAS by giving ten (10) days prior written notice to the other party.

16. Indemnity. The Placement Partner hereby agrees, on behalf of self, other agents and successors, personal representatives and executors, to indemnify and hold harmless The City of Burlington, BAS, 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 the City of Burlington to the fullest extent permitted by law.

Effective date: \_\_\_\_\_

Placement Partner Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_

Phone: \_\_\_\_\_

Authorized Placement Partner Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Burlington Animal Services Director: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_