



Camden County, GA

200 East 4th Street,
Courthouse Square
P.O. Box 99
Woodbine, Georgia 31569

Master

Item Number: 2

Type: Regular Agenda

In Control: Board of County
Commissions

Agenda Date: 05/18/2010

Title:

Approval of Humane Society Contract.

Attachments

Letter from Co-Founder / Board Secretary Madonna Marx.

Humane Society Contract.

Title

Approval of Humane Society Contract.

Motions

Approval of the Humane Society Contract as presented.

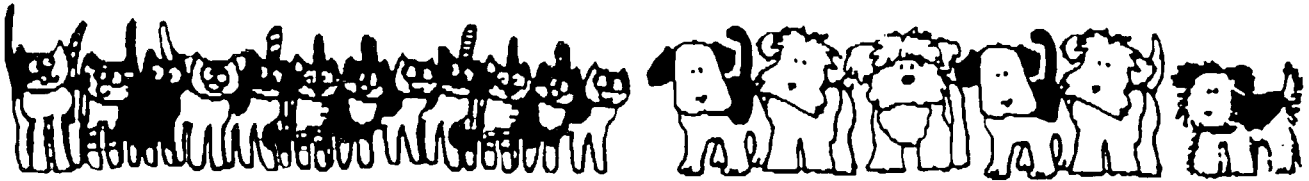
Other action the Board deems necessary.

Background

The Amended Agreement between Camden County Board of County Commissioners and the Humane Society of Camden County has a reduction from the original contract amount of four percent (4%).

Staff Recommendation

Approval of the Humane Society Contract as presented by Staff.



The Humane Society of Camden County, Inc.

May 3, 2010

Mr. Steve Howard, County Administrator
Post Office Box 99
Woodbine, Georgia 31569

Re: Revised agreement between the Humane Society and Camden County
July 1, 2010 through June 30, 2011 and HSCC Budget

Dear Steve,

Enclosed you will find an amended contract between Camden County and the Humane Society of Camden County, Inc. for services provided in FY 2010/11. At your request, the contract reflects a reduction in fees.

The Humane Society board convened an emergency meeting to discuss the request and, out of respect for the County's financial predicament and duty to provide services to our citizens, agreed to a 4% reduction in fees. Please know this change does not come without serious hardship to the Humane Society as a 501c3 non-profit organization. In reviewing the enclosed contract, please realize:

- The County has paid the same fee to the Humane Society for three consecutive years despite rising costs associated with services provided and no decrease in the animals housed.
- The fact that the County has been unable to provide fees that match rising costs of necessities associated with operations (such as food, veterinary services, and supplies) has required the Humane Society to make up the difference through increased fundraising despite diminishing contributions from donors.
- In 2009 the Humane Society was forced to dramatically scale down an already skin-and-bones budget, including laying off three employees—all citizens of Camden County.
- Any further decrease in fees will require a reduction in services provided.

Please review the agreement and present it to the Commissioners for their review and execution. After execution, please forward a signed copy to me for my file. Should you have any questions, you may reach me at 729-5864 or our Treasurer Bob Coulbourne at 882-6611.

The Humane Society has provided decades of exceptional service to the County, its citizens, and animals. We have made every effort to work with the County and respect its limitations—we thank the Commissioners in advance for reciprocating.

With kind regards,


Madonna T. Marx
Co-Founder/Board Secretary

MTM/m
Enclosures

AGREEMENT

THIS AGREEMENT entered into this 3rd day of May, 2010. between the HUMANE SOCIETY OF CAMDEN COUNTY, INC.. herein referred to as the Humane Society, and CAMDEN COUNTY, hereinafter referred to as the Entity.

WHEREAS, the Humane Society has been incorporated for the purpose of acquiring, establishing, maintaining and operating a shelter for animals, and

WHEREAS, the Entity is desirous of utilizing the services provided by the Humane Society,

THEREFORE, the parties agree as follows:

General Provisions

1.

The term of this Agreement shall be for one year from July 1, 2010 through June 30, 2011.

2.

In consideration for the services provided by the Humane Society to the Entity, the Entity shall pay the sum of **\$120,625.00**. The contract amount shall be due in equal monthly installments on the first day of each month.

3.

In the event payment is not received within fifteen days from the due date, then the Humane Society may issue a notice of intent to cancel the contract and cease services.

The Entity shall be responsible for the payment of services up to and including the last date services are rendered.

4.

In the event the Humane Society's operation of the animal shelter should be terminated, any funds remaining from the Entity's contributions shall be returned to the contracting entity in the same proportion as they were received.

5.

The Humane Society shall maintain appropriate records of the reclamation fees of animals reclaimed within the first five days after the animal is placed in the shelter. Additionally, at the time of reclamation the representative of the Humane Society shall attempt to ascertain the residency of the person reclaiming the animal and make an appropriate entry as to the reclaim fee received.

6.

The Humane Society shall hold harmless the Entity from any action or liability that is caused once an animal is transferred into the care and control of the Humane Society.

7.

The Humane Society shall furnish the following services:

- a) Operate a facility for the shelter and care of animals. As recognized by the Rules of the Georgia Department of Agriculture, any animal described in Official Code of Georgia Annotated § 27-1-2 and § 27-5-5 shall not be

considered to be covered for purposes of this agreement, except where specifically mentioned herein;

- b) Food, shelter, sanitation services for animals delivered to the shelter by the Entity's Animal Control Officer or by any resident within the Entity's jurisdiction, as determined by proof of identification of residency;
- c) In accord with the appropriate statutory authorities, stray animals accepted by the Humane Society shall be held for a minimum of five days after which time period the animals may either be placed for adoption or euthanized;
- d) The Humane Society shall be entitled to charge, collect and retain a reclaim fee for each stray animal as follows: Altered Animals - 1st offense \$20, 2nd offense \$40, 3rd offense \$55; Unaltered Animals - 1st offense \$35, 2nd offense \$70, 3rd offense \$100. Additionally the Humane Society will charge a fee of \$7.00 per day for cats and \$10.00 for dogs each day or any portion thereof which the stray animal has been housed by the Humane Society;
- e) In addition to the reclaiming fees as stated above, any persons reclaiming an animal must supply appropriate proof of proper rabies inoculations for the animal or pay a charge in the amount of \$15.00 for a rabies voucher;
- f) The Humane Society shall cooperate with law enforcement officers in the investigation and prosecution of cruelty cases brought to its attention or of which it has knowledge. Further, the Entity and the

Humane Society may appoint agents for the purpose of investigating violations for the purpose of protecting animals or preventing any act of cruelty thereto;

- g) The Humane Society shall use its best efforts to advertise the animals for adoption including, but not limited to, advertisements in local media;
- h) After 5:00pm on normal business days or on weekends and holidays, the Humane Society shall provide an “on call” staff person, accessible via a pager, for emergency situations. For purposes of this agreement, “emergency” shall be defined as (1) a severe weather condition wherein an animal cannot be safely housed in an exterior drop off cage; (2) a situation wherein an animal is seriously ill or severely injured and euthanasia is required, and (3) a quarantine, as required by law, for a bite, attack or suspected rabies incident;
- i) Wild animals, as defined by O.C.G.A. § 27-5-5 shall not be housed at the shelter. However, should the Entity’s Animal Control Officer require assistance with the euthanasia of a wild animal, it shall be at the Shelter Manager’s discretion. In the event the Shelter Manager should determine that it would not be safe to assist with said animal, the Entity’s Animal Control Officer shall make alternative arrangements with the Department of Natural Resources;

- j) In the event of a bite, attack or suspected rabies incident, the Humane Society shall provide quarantine cages to house said seized animals as required by law; and
- k) The Humane Society agrees to allow review of the program operations upon reasonable request of any representative of the Entity to discuss such matters as may be necessary due to said review. When an operations problem is noted in writing by the Entity, it shall be resolved within a thirty-day time period. A notice of intent to cancel the contract may be given and this contract may then be cancelled by either the Humane Society or the Entity, at their option. The Entity shall be responsible for the payment of services up to and including the last day services are rendered.

8.

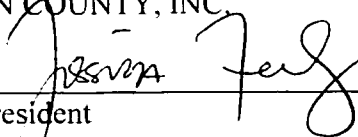
The Entity shall perform as follows:

- a) All responsibilities for the picking up of animals from within the jurisdiction of the Entity shall be the Entity's responsibility;
- b) During the normal business hours, the Entity's Animal Control Officer shall deliver the animals to the designated cages or runs at the shelter. In the event the Animal Control Officer should need assistance with removing an unruly animal from the Entity's vehicle, a Humane Society staff member will assist;


- c) After 5:00pm on normal business days or on weekends and holidays, all requests or calls for collection or accepting of animals to be housed within the shelter shall be the responsibility of the Entity from which the call originates. The Humane Society will furnish animal holding cages for both cats and dogs at the shelter for use by the Animal Control Officer for confining animals collected during non-business hours; and
- d) At the time an animal is delivered to the shelter, the Entity's Animal Control Officer shall furnish the appropriate and accurate paperwork for said animal. The shelter staff will not accept paperwork on animals not housed at the shelter.

THE HUMANE SOCIETY OF
CAMDEN COUNTY, INC.

By:



President



Secretary

CAMDEN COUNTY, GEORGIA

BY: _____

ATTEST: _____

**Humane Society of Camden County
Revised 2010-2011 Contract**

REVENUES		EXPENSES	
SURRENDERS	\$ 8,000	ADVERTISING	\$ 500
ADOPTIONS	\$ 17,000	KENNEL FOOD & SUPPLIES	\$ 13,000
BOARDING	\$ 4,200	VET MED & SUPPLIES	\$ 18,000
RECLAIMS	\$ 4,000	VET TESTING SUPPLIES	\$ 8,500
MICROCHIPS	\$ 800	VET SERVICES	\$ 2,000
CONTRIBUTIONS	\$ 10,000	AUTO EXPENSES	\$ 1,000
		BANK CHARGES	\$ 1,500
TOTAL REVENUES	\$ 44,000	INSURANCE	\$ 8,500
		ACCOUNTING	\$ 5,000
		LICENSES & FEES	\$ 400
		OFFICE SUPPLIES	\$ 3,500
		REPAIRS & MAINTENANCE	\$ 8,000
		SALARIES	\$ 113,000
		PAYROLL TAXES	\$ 9,800
		TELEPHONE	\$ 2,600
		UTILITIES	\$ 14,500
		TRAVEL	\$ 200
		RETURNS & ALLOWANCES	\$ 1,500
		TOTAL EXPENSES	\$ 211,500
EXPENSES	\$ 211,500		
HSCC REVENUES	\$ 44,000		
CONTRACT REVENUE	\$ 167,500		
KINGSLAND @ 25%	\$ 41,875		
COUNTY @ 75%	\$ 125,625		
LESS FUNDRAISERS	\$ 5,000		
COUNTY NET CONTRAC	\$ 120,625		