

friends
of the Bristol Animal Shelter

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May 5, 2022

Dear Chief Lynch and Town Administrator Contente,

The Board of Directors of the Friends of the Bristol Animal Shelter has reviewed the language of the Memorandum of Understanding (MOU) and believe that it is still relevant. The only change that we are proposing is a 2 year review timeline instead of the previous 1 year timeline. We have noted this suggestion in the attached MOU.

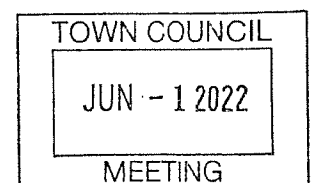
Sincerely,

Kate L. Williams

Kate Williams, Board Member

Friends of the Bristol Animal Shelter, Board of Directors

TOWN CLERK'S OFFICE
BRISTOL, RHODE ISLAND
2022 MAY 10 AM 9:33



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made between THE TOWN OF BRISTOL ("the Town"), THE BRISTOL POLICE DEPARTMENT, and THE FRIENDS OF THE BRISTOL ANIMAL SHELTER ("The Friends") primarily to clarify the relationship among the three entities relative to the use of Premises and policies governing same. This MOU is inclusive of The Friends of the Bristol Animal Shelter in consideration of the substantial financial support contributed to the construction of the shelter and other contributions made by The Friends in support of shelter operations and in partnership with the Town of Bristol. As referred to in the body of this Agreement, " Friends" means only those members of the Board of Directors, or trained volunteers.

This MOU will be effective for 2 years after which it will be reviewed by the Town, the Bristol Police Department and The Friends of the Bristol Animal Shelter and will be revised and/or renewed if mutually agreed upon.

The overarching intent of this MOU is to ensure the smooth and efficient operation of the Bristol Animal Shelter which, while partially funded by The Friends, is a recognized municipal building.

IT IS HEREBY MUTUALLY AGREED THAT:

1. As a municipal building, the Town is exclusively responsible for all functions, operations, and overall management and maintenance of the facility. This must be reflected in the annual budget for the Animal Shelter provided by the town.
2. Any and all tasks having to do with Animal Control, are the responsibility of the town. The town will be responsible for the initial intake of animals by its Animal Control Officers ("ACOs"), who shall initially discern the health and temperament of all animals being taken into the facility.
3. The Animal Control Supervisor will have the sole responsibility in utilizing and supervising court mandated community assignments.
4. Access to the facility shall be controlled by the ACO Supervisor who will determine who among The Friends volunteers will be listed on security access codes for the Humane Education Center. The Friends shall have priority access to the Humane Education Center for use in programming and other scheduled events.

5. It is mutually understood by all parties that volunteers are necessary to assist shelter staff in order to realize the goal of increased utilization of the shelter. The Friends will assist the Town in recruiting volunteers, processing of volunteer applications, and volunteer training. In order to complete their work, The Friends will use designated space in the shelter (at the front desk) during shelter operational hours and will be provided with the tools necessary to do the work. This includes WIFI. The Friends of the Bristol Animal Shelter will provide a part-time Volunteer Program Coordinator.

6. Responsibility for determining a volunteer's suitability in general and for specific assignments will be determined by The Friends Volunteer Program Coordinator. The Friends will provide shelter staff with a volunteer listing designating availability and specific training of Friends' volunteers. Scheduling of volunteers will be managed by The Friends with input by the ACO. Any Friends' volunteer chaperoning an event involving school-aged children must pass a background check prior to their participation in the event.

7. The Friends agree to assist the shelter staff in the feeding, watering, caring for and cleaning of animal housing, in addition to providing programming for animal care.

8. The Friends will assist the Bristol ACOS in their obligations to shelter animals, in respect to the socialization, and adoption of said animals. This includes, but is not limited to, the coordination of animal health and well-being, prospective adopters, community outreach, and advertisement regarding the availability of animals available for adoption and the specifics of adoption obligations. In continuation of standard practices, any fees, or money received from adoptions shall be made to the Town of Bristol. All such transactions shall be payable to the Town of Bristol by check or money order. No cash will be accepted.

9. The Friends and The Town of Bristol are in agreement that with the approval of the Chief of Police (or his/her designee), The Friends will outreach to instate shelters to assist said shelters when needed. Before approval is granted, availability of shelter animal housing as well as shelter staffing and volunteer capacity will be considered. It is understood by all parties that the shelter not be filled to maximum capacity through instate transfers. The primary goal is to always use shelter space to service Bristol Animals. Adoption fees from instate transfers, less expenses, will be made payable to the Town of Bristol.

10. The Friends and the Town of Bristol agree that Interstate rescue will be reinstated to provide for an adoptable animal population and thus increase utilization of the shelter. Interstate rescues will take place pending the approval of the Chief of Police (or his/her designee). Before approval is granted, availability of shelter animal housing as well as shelter staffing and volunteers' capacity will be considered. It is understood by all parties that the shelter not be filled to maximum capacity through interstate transfers. The primary goal is to always use shelter space to service Bristol Animals. Expenses incurred from the implementation of an interstate rescue effort will be the responsibility of The Friends. Any revenue, less fees and expenses, will be paid to the Town of Bristol.

11. The Friends, in cooperation with the Town of Bristol, agrees to provide elementary schools within the town with a humane educational program (for example, Be Kind to Animals month promoted in the schools). The Chief of Police reserves the right to approve the curriculum for use by The Friends with children relative to programming in the schools or in the Humane Education Center.

12. The Friends agrees to be integral in community outreach and events that fall within The Friends mission statement.

13. The Friends agrees to continue to provide extensive emergency veterinary care to all impounded, sick, stray or injured Bristol animals and also to provide routine and emergency veterinary care for animals transferred through our in-state and interstate rescue programs. Animal related clinics, training, inoculation activities, and animal associated health activities will be offered and financed by The Friends. It is further understood that the Town of Bristol shall maintain their veterinary fund to provide routine veterinary care exclusively for Bristol animals.

14. It is the expectation of the parties that should the operation of the facility require professional expertise it will be provided by the town pursuant to its legal obligations.

Signed: _____
For the Town of Bristol

Date: _____

Signed: _____
For the Bristol Police Department

Date: 5/5/22

Signed: _____
For the Friends of the Bristol Animal Shelter

Date: 5/3/2022

Councilman Sweeny asks if the library is tracking when the library is being used and Director Brennan responds by stating that the Ocean State Libraries received a grant for cameras and people counters and that the library has recently had theirs installed which will help evaluate when the library is the busiest.

Councilman Sweeny also asks if Director Brennan is looking into training current library employees for new positions. Director Brennan states that employees are doing online webinars and that he hopes to engage in professional development days when Covid ends. He agrees that promoting from within is a good option. Councilman Sweeny asks if a contractor would be appropriate for the tech specialist position and Director Brennan states that because security is of utmost importance when it comes to handling patron data and that he hopes to eventually expand the library resources to circulating more equipment that a full-time employee would be a better fit.

Mary Parella states that she has support for the library's part-time staff and asks if Director Brennan has asked other departments about their opinions on different technologies that should be used. Director Brennan states that he plans on talking to the school district in order to better understand which technologies would work best for the library.

2. Workshop re Strategic Plan for Bristol Animal Shelter

Parella/ Teixeira voted unanimously to act on the suggestion of the administrator that the Friends of the Bristol Animal Shelter will meet with the Chief of Police and work with the Town to develop a Memorandum of Understanding (MOU) and report back to the council no later than July 2021.

Jennifer Bristol made a presentation on behalf of the Friends of the Bristol Animal Shelter regarding findings of a study conducted on the Bristol Animal Shelter and a proposal for the future of the shelter.

statement in the MOU. Referring to the sentence "this MOU is inclusive to THE FRIENDS if the Bristol Animal shelter in consideration of the substantial financial support contributed to the construction of the shelter and other contributions made by THE FRIENDS in support of shelter operations and in partnership with the Town of Bristol. He stated that he believes it was a collective effort with the Town, and the residents who contributed approximately \$4 million dollars by approval of a bond. He stated that he didn't feel they should be reminded over and over again of their financial support. He noted that going forward the council holds the financial responsibility of the shelter.

Councilman Sweeney asked THE FRIENDS to clarify the term trained volunteers. Ms. Williams responded that a volunteer would follow a handbook that would describe the facility, safety measures, and outline the duties of a volunteer. The handbook should ensure that the volunteer's time is well utilized.

Councilman Ley stated that he is very optimistic with the public and private partnership between the Town and THE Friends.

Solicitor Ursillo suggested that in paragraph 10 of the MOU (that references the interstate rescue animals) the word "sole" be added before the word responsibility in the second to last sentence to read as follows: "Expenses incurred from the implementation of an interstate rescue effort will be the sole responsibility of The Friends." And that the motion should reflect the same.

Council Chairman Calouro noted that he original had concerns with the intake of animals from other communities and that he didn't believed that it was taxpayers responsible. He further noted that after speaking with the Town Administrator and the Chief he was able to see past that.

Council Chairman Calouro noted that there will be no financial responsibility to the tax payers as clearly stated in the MOU. He also stated that he would like the council to review the MOU on a yearly basis, as part of the police department's budget, to ensure that it is revenue neutral.

Police Chief Lynch confirmed that THE FRIENDS did accept sole responsibility for financing and budgeting. He agreed to take