



Ref: A2398212

28 September 2018

Dan Stewart  
[fyi-request-8680-6735e2be@requests.fyi.org.nz](mailto:fyi-request-8680-6735e2be@requests.fyi.org.nz)

Dear Mr Stewart

**OFFICIAL INFORMATION REQUEST - COPY OF DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN RESCUE ORGANISATION AND POUND**

You have requested a copy of the draft Memorandum of Understanding that I referred to in my response to your Official Information Request last week.

Attached is a copy of the draft. It was never signed and I cannot tell you if the content would have been acceptable to the rehoming organisation.

Yours sincerely

A handwritten signature in blue ink that reads "Pamela M. Gare".

Pamela Gare  
**DIRECTOR OF ENVIRONMENTAL AND PLANNING SERVICES**

# Memorandum of Understanding Between Invercargill City Council and

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## 1. Parties

The Invercargill City Council (ICC)

AND

## 2. Introduction

- 2.1 This Memorandum of Understanding (MOU) will serve as an agreement between the ICC and \_\_\_\_\_ regarding \_\_\_\_\_'s role in rehoming unclaimed impounded dogs from the ICC Combined Dog Control Facility (the Facility). The purpose of the MOU is to confirm the roles, responsibilities and liability of the Parties in relation to re-homing of unclaimed dogs.

## 3. Definition of Agreed Access Areas

- 3.1 Agreed access areas: The "agreed access areas" for \_\_\_\_\_ staff at the Facility are:

- Entrance hallway
- Office
- Toilet facilities
- Garage

## 4. RESPONSIBILITIES OF THE ICC

The ICC will be responsible for:

- 4.1 Undertaking an initial assessment of impounded non claimed dogs and notifying when suitable dogs are available.
- 4.2 Providing access to the "agreed access areas" at the Facility for \_\_\_\_\_ staff to assess and collect dogs including informing \_\_\_\_\_ staff and volunteers of ICC's Health and Safety requirements prior to them being allowed to access the facilities.
- 4.3 Allowing \_\_\_\_\_ staff and volunteers access to the "agreed access areas" as and when notified by ICC that dogs for re-homing are available.
- 4.4 Payment of any veterinarian bills should a dog become ill within three days from the time of release to \_\_\_\_\_

## 5. RESPONSIBILITIES OF \_\_\_\_\_

\_\_\_\_\_ will be responsible for:

- 5.1 Complying with the ICC's Health and Safety requirements. Although \_\_\_\_\_ will be informed regarding health and safety policy requirements prior to being allowed to access the Facility, \_\_\_\_\_ assumes responsibility for its staff / volunteers safety.

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- 5.2 Abiding by all security requirements at the Facility.
- 5.3 Accessing only the “agreed access areas” of the Facility as required accessing and picking up dogs.
- 5.4 Ensuring all dogs are registered prior to leaving the facility.
- 5.5 To organise and ensure the desexing and micro-chipping of all dogs released to |
- 5.6 Ensuring all volunteers working with the are responsibly supervised.
- 5.7 Notifying ICC should any dog become ill within three days from time of release from the facility.
- 5.8.1 The final assessment in terms of suitability for rehoming of any dog released by ICC to ;, including the care and responsibility while in foster care. If any dog is found to be unsuitable for rehoming the dog shall be returned to ICC.

**6. APPROPRIATE CONDUCT**

- 6.1 will not make statements to the media or any other person about the ICC, without the prior consent of the ICC.
- 6.2 The ICC may terminate this agreement immediately and without prior written notice to if anyone associated with and authorised by makes untrue, misleading or incomplete representations of the ICC to the media or any other person.

**7. REVIEW OF THE MOU**

- 7.1 The MOU will be reviewed on an annual basis to ensure that the agreement is meeting the needs of both parties involved.
- 7.2 By mutual agreement the Parties may amend individual clauses of the MOU at any time.
- 7.3 The ICC will be responsible for ensuring that the annual review is undertaken and that agreed changes are reflected in the MOU.
- 7.4 Both signatories to the MOU will be responsible for ensuring that the agreed changes are implemented.
- 7.5 Either party may terminate the MOU by giving the other party notice in writing of at least one month. Notice is to be delivered to the principal business address of the other party, being either ICC or . For the avoidance of doubt, nothing within this clause limits the rights afforded to ICC through Clause 6.2.

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**8. DISPUTES**

- 8.1 All disputes or differences will be dealt with in the first instance by a nominated representative of each party to the MOU.
- 8.2 If the dispute or difference is unable to be resolved in accordance with Clause 8.1, then the parties may agree to refer the matter to an independent mediator.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

For:

\_\_\_\_\_

Invercargill City Council

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position