

STATE OF NORTH CAROLINA

COUNTY OF WAKE

N.C. DEPARTMENT OF AGRICULTURE)	
AND CONSUMER SERVICES)	
VETERINARY DIVISION, ANIMAL)	
WELFARE SECTION,)	
)	
Complainant)	
)	
v.)	CONSENT
)	AGREEMENT
COLUMBUS COUNTY ANIMAL SHELTER)	
)	
Respondent.)	
)	

RECITALS

The North Carolina Department of Agriculture and Consumer Services (the "Complainant") and Columbus County Animal Shelter (the "Respondent") desire to fully and finally settle this and all other disputes and controversies surrounding the Complainant's assessment of a civil penalty against the Respondent, and desire to affect a full and final settlement solely in order to avoid the burden and expense of continued litigation.

WHEREAS, on November 26, 2013, Complainant assessed the Respondent a civil penalty in the amount of six thousand five hundred dollars (\$6,500.00) upon discovery of evidence indicating that the Respondent failed to comply with the requirements of N.C. Gen. Stat. § 19A-32.1 and issued the Respondent a Civil Penalty Assessment to that effect describing in detail the evidence supporting that conclusion, which is attached hereto and incorporated by reference.

WHEREAS the parties desire to resolve this matter without further litigation.

NOW THEREFORE, the parties agree as follows:

1. Complainant agrees that, upon receiving the signed original of this Agreement and the sum of \$4,000.00 from the Respondent, it will stay its enforcement of the remaining civil

penalty assessment pending Respondent's completion of the terms and conditions set forth below.

2. Complainant further agrees that, if Respondent completes the following tasks to Complainant's satisfaction within six weeks of the date Respondent signs and returns this Agreement with the referenced payment, Complainant shall waive, forgive and release the remaining portion of the civil penalty assessment in the amount of \$2,500.00:

a. Respondent shall revise its animal control intake and disposition record forms to make them consistent with the requirements set forth in N.C. General Statute § 19A-32.1;

b. Respondent shall prepare and submit a written Standard Operating Procedure ("SOP") covering the intake and disposition of animals. The SOP shall be consistent with and reflect the requirements of the North Carolina Animal Welfare Act, N.C. Gen. Stat. §§ 19A-1 et seq., except to the extent that Columbus County ordinances may establish any longer minimum period for holding an animal before the animal is euthanized or otherwise disposed of, or to the extent that Columbus County ordinances may establish minimum standards for operation of CCAS that, in the opinion of the Complainant, exceed those minimum standards for operation of animal shelters set forth in 02 NCAC Subch. 52J.

3. The parties further agree that, if Respondent fails to complete these tasks by January 17, 2014, which is six weeks from the date Respondent signed and returned this Agreement, or such date as the Complainant may set following execution of this Agreement, Respondent shall pay and remit the remaining balance of \$2,500.00 to the Complainant within five business days of receipt of written notice from the Complainant to that effect.

4. The Respondent hereby acknowledges its right to submit a petition for a formal hearing to the North Carolina Office of Administrative Hearings to resolve this matter and waives said right by consenting to the terms of this Agreement. The parties further agree that Respondent's waiver applies fully to the Civil Penalty Assessment issued on November 26, 2013, and to any subsequent decision Complainant's Director of Animal Welfare makes as provided above in determining whether Respondent's facility is in compliance as provided under paragraph 3, above.

5. The persons signing this Agreement represent that they have full authority and representative capacity to execute this Agreement in the capacities indicated below, and that this Agreement constitutes the valid and binding obligations of all parties.

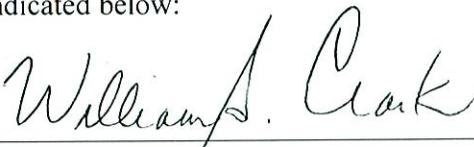
6. The parties agree to act in good faith in the implementation of this agreement.

7. The parties agree to bear their own attorney's fees and costs.

8. It is understood between the parties that this Agreement contains the entire agreement between the parties hereto regarding the matters set forth, and it supersedes all previous negotiations, discussions and understandings regarding such matters. Terms of this Agreement are contractual and not a mere recital, and may be modified only in a writing executed by all signatories hereto.

9. The effective date of this Agreement will be the date on which it has been executed by the Complainant as shown on the signature lines below.

IN TESTIMONY WHEREOF, the parties have set their hands and seals on the dates indicated below:


RESPONDENT

Date: 12/4/13


Michael Stephens
Columbus County Attorney
ATTORNEY FOR RESPONDENT

Date: 12/4/13


Barry H. Bloch
Assistant Attorney General
N.C. Department of Justice
ATTORNEY FOR COMPLAINANT

Date: 12/13/2013


Dr. Lee Hunter, DVM
Director, Animal Welfare Section
North Carolina Department of Agriculture & Consumers Services
FOR COMPLAINANT

Date: 12/13/2013