

## Memorandum of Understanding for Animal Shelter Services

This Memorandum of Understanding (“MOU”) for providing Animal Shelter Services entered into April 5, 2022, is by and between the Humane Society Vero Beach & Indian River County, Florida, Inc. a Florida not for profit corporation, whose address is 6230 77<sup>th</sup> Street, Vero Beach, Florida 32967 (“Society”) and the Board of County Commissioners of Indian River County, a political subdivision of the State of Florida whose address is 1801 27<sup>th</sup> Street, Vero Beach, Florida 32960 (“County”).

### BACKGROUND RECITALS

**WHEREAS**, the Extension to Memorandum of Understanding for Animal Shelter Services (MOU) entered May 1, 2021, by and between the County and the Society ends on April 30, 2022, with no further obligations of the Society; and

**WHEREAS**, the parties wish to have the Society continue to provide Animal Shelter Services for period of twenty-four months under a new Memorandum of Understanding for Animal Shelter Services (MOU with the option to extend the MOU for an additional two, twenty-four month periods with any necessary revisions under the consent of both parties; and

**WHEREAS**, the Society hereby certifies that it has been granted and continues to possess valid, current licenses to do business in the State of Florida and Indian River County, Florida issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the Society pursuant to the MOU;

**NOW, THEREFORE**, in consideration of the foregoing, and other good and valuable consideration, the County and the Society mutually agree as follows:

The above Background Recitals are true and correct and are incorporated into this MOU.

### AGREEMENT

#### 1.0 SCOPE OF SERVICES:

The Society hereby agrees to provide and perform the services required and necessary to complete the Scope of Services and work described herein. The professional services performed by the Society pursuant to the terms of this agreement shall consist of but not be limited to the following:

- 1.1 **Animal Sheltering.** The Society does hereby agree that it will provide the County with animal shelter services. The Society agrees to provide the County with services consistent with nationally recognized current and evidence based best practices in animal welfare and consistent with public shelter functions. The Society’s animal shelter services include but are not limited to:
  - a. The housing and care of stray domestic animals for the legal hold period according to the laws of the State of Florida, Indian River County and/or local City Ordinance as applicable.
  - b. The housing and care for domestic animals, when deemed unsuitable for home confinement, under rabies quarantine for the mandated observation period according to the laws of the state of Florida.

- c. Housing and care for law enforcement and animal cruelty/neglect holds for up to fourteen (14) calendar days, after which, the animal becomes the property of the Society for permanent disposition unless a court order or administrative hearing finding requires the additional holding of the animal.
- d. Provide lost and found opportunities to the general public for domestic animals brought to the Society. Provide pet retention support for domestic pet animals aimed at keeping people and pets together and reducing animal intake.
- e. Provide for the humane euthanasia of domestic animals, if warranted, once any and all applicable hold periods are complete, having undertaken the duties of those of an animal shelter. The County acknowledges that once the legal hold period for any domestic animal is over, the disposition of that domestic animal shall be determined at the sole discretion of the Society and said disposition shall be in accordance with the laws of the State of Florida and Indian River County Codes.

1.2 **Animal Sheltering Criteria.** The Society's animal shelter criteria include but is not limited to:

- a. Maintain a suitable and sanitary animal shelter and provide for humane housing areas consistent with the needs of the type of animal species typically impounded by a public animal shelter.
- b. Feed, care for, and dispose of animals coming into the possession of the Society using safe and humane methods consistent with current and best practices in animal welfare.
- c. Stray animals impounded, confiscated or recovered by County staff (i.e. Animal Control and/or law enforcement personnel) that require emergency veterinary services for injuries or illnesses shall immediately be taken directly to an outside third-party veterinary service provider. Animals will not be transported to the Society until verified as stable and shall be accompanied by any and all medical records, medications, recommendations made by the third-party veterinary services provider.
- d. Provide for the housing of animals obtained from and involved in law enforcement activities and animal cruelty situations for up to a period of fourteen (14) calendar days. Any housing hereunder for longer periods will be charged to the County at a rate of \$25.00 per day, which is in addition to the cost outlined in 1.3(a). Should the County have need for services beyond basic care and boarding as part of a law enforcement investigation (i.e., necropsy, bullet removal, emergency medical care etc.) the County shall seek outside services from a third-party veterinary service provider. The Society agrees to be a potential resource or liaison if such outside expertise is needed by the County.
- e. Animals impounded, confiscated, or recovered by County staff (i.e., Animal Control and/or law enforcement personnel) having known owners and/or caretakers shall be identified as such and all relevant contact information shall be provided to the Society at time of delivery to the Society or as soon as the information is known to the County.
- f. Provide for the shelter facility to be open for public service and operation during reasonable days and hours of operation and shall make all reasonable

attempts to reunite animals known to be owned prior to adoption, euthanasia or other alternative release or exit from the facility.

1.3 **Compensation and Reports.** The County agrees to pay the Society as follows for and in consideration of the services described in this MOU.

- a. The County shall pay the Society a flat monthly fee of \$42,500 for the services described herein, totaling \$1,020,000 for the first twenty-four (24) month period. Fees for any additional, agreed upon, twenty-four (24) month periods shall take into consideration the current published CPI and rate of inflation during said periods.
- b. The Society agrees to provide the County with a monthly report of animals and/or other services provided utilizing a form and format that is consistent with established business practices utilized by the Society. The County agrees to provide the Society with a monthly report of service calls listed by type, service area/location and final disposition for the Society to provide aid in targeted areas for community outreach and support services. The reporting shall be in a format whereby the data can be extrapolated and analyzed for identifying areas where community support services are needed most. The cost of additional community support services shall be the responsibility of the Society.
- c. Payments will be made monthly to the Society and within 10 business days after receipt of monthly invoice and Animal Control report.
- d. Further, the Society shall be entitled to retain as additional compensation for this MOU all fees, service charges, and proceeds collected by the Society in connection with impounds, redemptions, and any other revenue generated as a result of this MOU, with the exception of Pet License fees and Citations.
- e. The County shall manage and maintain the pet license program separately and outside of this MOU. Fees for pet licensing and/or citations issued shall be paid and processed directly through the Animal Control Department of Indian River County.

1.4 **Disaster Relief Services.** The Society shall be designated the “Essential Support Function” with respect to any disaster to which the County is included within the disaster area designated by a governmental agency. Designated Society personnel shall be included in discussions, EOC responses, whereby decisions will be made that directly impact Society shelter operations and resources.

- a. Should the Society incur any direct costs that qualify for FEMA reimbursement, the County shall provide all pertinent documents that will be necessary for Society’s reimbursement application to FEMA.

1.5 **Mutual Obligations.** The Society and the County agree that the County will not incur any further expenses other than noted herein and in accordance with this MOU after an animal is turned over to the Society. The County recognizes the scope of housing services provided by the Society is limited to daily operation and normal occurrence relating to the lost, stray and/or unwanted pet population in the County.

- a. The County and the Society mutually agree that in extraordinary circumstances beyond the Scope of Services in this MOU, direction from the Board of County Commissioners or their designee and members of the

Society's Board of Directors or their designee will be obtained as to resolution of the unusual event or occurrence.

- b. The County and the Society mutually agree that owner surrendered animals (animals with known owners/in the legal care & custody of a person/in the possession of persons legally acting as agents of known owners) fall outside of this MOU and the Society will provide managed intake of owned animals for residents of Indian River County as a separate program outside of this MOU. The Society agrees to prioritize the intake of Indian River County resident owned animals over the transferring in of animals from outside of the County.
- c. The County agrees to notify the Society in advance, when practicable, in situations whereby during any one occurrence a large number of animals (defined herein as five (5) or more) may be impounded, confiscated, recovered or otherwise transported to the Society. Upon receipt of such advance notice, the Society agrees to immediately assess its current capacity for care and will take steps in advance to prepare for the said number of animals. In circumstances that are not deemed to be emergent, do not pose an imminent risk to the health and safety of animals and/or people and whereby the impounding of a large number of animals may exceed the Society's capacity for care, the County agrees to formulate a plan with the Society to accommodate, over a period of time, the intake of the large number of animals or seek and implement solutions to mitigate/reduce the existence of the large number of animals over said period of time. The County and the Society further agree to seek alternative solutions for keeping people and pets together when deemed practicable and legally appropriate. The Society agrees that the capacity for care is based on the population at the shelter for IRC animals brought into the Shelter and not those from outside the county.
- d. The County agrees that cats presenting with an "ear tip" (ear tip is the preferred method used to identify spayed/ neutered and vaccinated against rabies, feral/free roaming community cats) will not be impounded and not be delivered to the Society unless showing signs of illness or injury or that have been determined to be a nuisance via official processes for declaring an animal to be a Public Nuisance by county code or Health Department declaration that an Environmental nuisance or concern has occurred.
- e. The Society agrees not to release any ear-tipped cats onto, or within 1/2 mile of public lands, public right of ways, protected lands, habitats, or wildlife preserves. The Society further agrees to not release any ear-tipped cats on any private property without the written consent of the property owner. The Society agrees to only release ear-tipped cats in the same area/location, with the above-mentioned exceptions, where the cat(s) were found to be living.
- f. The County agrees, when practicable, to impound no more than twelve stray/free roaming cats, having no known owner, in any one week or seven-day period so as to not exceed the Society's humane stray cat housing limit and/or the Society's capacity for care.
- g. The County and the Society mutually agree to designate a minimum of one senior level staff member who will serve as their respective organization's

liaison and will endeavor to meet and confer monthly during the term of this MOU.

*This section intentionally left blank*

**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the parties have executed this Memorandum of Understanding (MOU).

HUMANE SOCIETY OF VERO BEACH  
& INDIAN RIVER COUNTY FLORIDA, INC.

INDIAN RIVER COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Signature of Authorized Officer

By: \_\_\_\_\_  
Chairman Peter D. O'Bryan

\_\_\_\_\_  
Authorized Officer (Print Name)

ATTEST: Jeffrey R. Smith, Clerk of Court  
and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

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

Date Approved: \_\_\_\_\_

Approved:  
  
\_\_\_\_\_  
Jason E. Brown, County Administrator

Approved as to form and legal sufficiency:  
  
\_\_\_\_\_  
Dylan Reingold, County Attorney