

Memorandum of Understanding for Animal Shelter Services

This Memorandum of Understanding (“MOU”) for providing Animal Shelter Services entered into xxxxxxxx, 2020, is by and between the Humane Society Vero Beach & Indian River County, Florida, Inc. a Florida not for profit corporation, whose address is 6230 77th 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 27th Street, Vero Beach, Florida 32960 (“County”).

BACKGROUND RECITALS

WHEREAS, the Contract for providing Animal Shelter Services for Indian River County, Florida, entered April 18, 2017, by and between the County and the Society ends on April 30, 2020, with no further obligations of the Society; and

WHEREAS, the County has requested the Society extend the Contract to continue to provide Animal Shelter Services for a period of six months, commencing on May, 1, 2020; and

WHEREAS, the Society does not desire to enter a Contract extension for providing Animal Shelter Services; and

WHEREAS, the Society agrees to enter a temporary six-month MOU with the County commencing on May 1, 2020, for providing Animal Shelter Services further described herein; 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; and

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 ten (10) 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.
- 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, Indian River County codes, and/or local municipal ordinances where applicable.

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 adequate 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 a period of ten (10) 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.
- 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 \$36,000 for the services described herein. The Society evaluated, using 2019 animal intake data, the typical intake of animals from the County as stray, quarantine, and confiscate to determine the average cost of care by type of animal and average length of stay and calculated a monthly flat rate of \$60,000 (rounded up from \$58,500). When matriculated over a twelve (12) month period, the actual cost for animal sheltering services, specific to those services the County is required to provide pursuant to the laws of the State of Florida, total approximately \$727,000. The Society recognizes the actual cost for services is not customary to what the County has been paying for and as outlined herein. Therefore, the Society is providing the County with a 40% discount for services provided.
- 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.
- 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. The Society may invoice the County for any costs or expenses, including staff overtime and equipment purchases and rentals, incurred by the Society, with respect to additional services provided by the Society in connection with any such disaster relief effort and which are eligible for reimbursement pursuant to FEMA Disaster Assistance Policies. This reimbursement request is outside of the cost of services outlined in 1.3(a). The County shall promptly reimburse the Society for said costs and expenses, provided the County has received reimbursement from FEMA. The Society shall provide the County with any

available supporting documentation requested by the County for any funding or reimbursement request regarding the disaster.

- 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 agrees to notify the Society in advance, when practicable, in situations whereby 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 assess its current capacity for care and will communicate said capacity to the County. 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 will 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.
 - c. The Society agrees to not formulate and/or create an internal TNVR program as a part of this MOU.
 - d. 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 on a monthly basis during the term of this MOU.

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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, Inc.

Indian River County
Board of County Supervisors

Signature of Authorized Officer

Authorized Officer (Print Name)

Date: _____

Date: _____

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