

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20060647

1. ACTION REQUESTED/PURPOSE:

Approve a Memorandum of Understanding with the Animal Refuge Center (ARC) regarding pet licensing, and authorize the Chairwoman to execute the document.

2. WHAT ACTION ACCOMPLISHES:

Allows ARC to sell pet licenses and requires them to license all pets adopted and send records to Animal Services

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 06

CGA

5. Meeting Date: 06-06-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Animal Services
 Division _____
 By: Scott Trebatoski, Director

Background:

ARC currently does not license the animals that it adopts, nor does it send any records to Animal Services regarding adoption animals – this creates a hole in the licensing program. The MOU makes licensing easier for ARC to license pets and easier for the County to assure licensure of animals at ARC that are adopted. A similar MOU was put in place with the Humane Society 2 years ago; both contain incentives to assist the shelters. This MOU will mean that all three shelters that maintain buildings in Lee County will license all animals they adopt and the public will be able to purchase licenses at these outlets as well as at a veterinary office.

Exhibit: 3 signed copies of MOU executed by the Directors of ARC (to follow – sample of document attached)

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>Spink</i>				<i>5/18/06</i>	<i>5/18/06</i>	<i>5/18/06</i>	<i>5/19/06</i>	<i>5/19/06</i>	<i>5-24-06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>CA</i>
5-18-06
4:20
COUNTY ADMIN FORWARDED TO: <i>11</i>

Rec. by CoAtty
Date: <i>5/18/06</i>
Time: <i>1:40pm</i>
Forwarded To: <i>3:55 PM</i> <i>5/18/06</i>

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEE COUNTY ANIMAL SERVICES AND ANIMAL REFUGE CENTER (ARC)
OF LEE COUNTY FOR THE SALE OF COUNTY LICENSE TAGS**

THIS AGREEMENT, made and entered into the _____
day of _____, 2006, by and between LEE COUNTY,
a political subdivision of the State of Florida, hereinafter referred to
as the "COUNTY", and the ANIMAL REFUGE CENTER, a not-for-
profit corporation, hereinafter referred to as "ARC" collectively, "The
Parties" hereto.

WHEREAS, all dogs, cats, and ferrets four months of age or older must be vaccinated against rabies each year; and

WHEREAS, pursuant to Lee County Ordinance 98-10, all dogs, cats and ferrets four months of age or older must be licensed in Lee county; a rabies certificate showing that the animal has been vaccinated against rabies is required to purchase a license; and

WHEREAS, both the COUNTY and the ARC share the same goal of ensuring that all pet owners license their pets and provide proper identification so that the pets, when lost, can be returned home;

NOW THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the COUNTY and ARC, agree to the following:

1. The COUNTY requires that owners of dogs, cats and ferrets vaccinate their pets against rabies and purchase an annual county license tag. The license tag must be attached to the animal's collar and worn at all times. The fee schedule for county license tags is attached as Exhibit "A".
2. The ARC desires to sell COUNTY'S pet license tags to the public at according to the established Animal Services fee schedule, ARC shall retain the difference between the listed fees and the cost of the license per this agreement in lieu of any further participation in any sterilization program or other program(s) funded through license sales.
3. The COUNTY shall offer to the ARC, as a not-for-profit shelter selling County pet licenses, a reduction of fifty-percent (50%) in license fees charged for licenses issued with adopted animals. In exchange for that reduction in the cost of license fees the ARC agrees to license all adoption animals over the age of four (4) months as part of the regular adoption process.
 - (A) The ARC shall provide a copy of a valid rabies certificate which shall include the name, address, & telephone number of the adopter; the description (including color), breed, age, sex (including sterilization status at the time of adoption), and name of the adopted animal; and a copy of the adoption contract to qualify for the reduced license fees for adopted animals.
 - (B) Failure to license adoption animals may result in the termination of this agreement.

4. The COUNTY hereby agrees to allow the ARC to sell COUNTY'S pet license tags subject to the following conditions:
 - (A) The ARC will diligently issue and process applications for dog, cat and ferret licenses for all such licenses sold. The ARC shall keep full and accurate records of all persons to whom licenses have been issued and sold and shall tender such records and payment to the COUNTY at the end of each month.
 - (B) All revenues received from the license fees will segregated from normal operating funds in a special account approved by the County.
 - (C) The ARC will sell the license tags in accordance with the Lee County Animal Control Ordinance and with State law.
 - (D) ARC shall inform clients that the County tag is valid from the date of vaccination regardless of when the license was purchased.
5. ARC may sell the county pet license tags beginning on the date this license agreement is executed by the Board of County Commissioners.
6. This Agreement does not permit the ARC to assume usage of the license fees and/or management of the license program.

OPTION TO RENEW/TERMINATION

7. This Agreement shall remain in effect until terminated by either party.
8. The County may terminate this Agreement, for any purpose, by giving the ARC fifteen (15) days written notice of its intent to do so. Upon termination, the ARC will immediately tender to the COUNTY any unsold license tags and revenue.
9. Amendments or changes to this Agreement must be made upon written agreement of the Parties adopted in a manner similar to this Agreement.
10. This Agreement may be terminated by the ARC upon ninety (90) days written notice to the COUNTY.

ASSIGNMENT

11. The ARC may not loan or give county licenses to any other party for resale. This Agreement is not assignable.

INSPECTION

12. The COUNTY, or its authorized designee, shall have the right to inspect the books and records of the ARC that relate to the sale of county license tags within seven (7) days of requesting such inspection.

INDEMNIFICATION

13. The County will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omissions(s) of any official or employee of the parties while acting within the scope of the official's or

employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in §768.28, Florida Statutes, as it may be amended from time to time.

14. To the fullest extent permitted by applicable law, ARC shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, employees and servants, including any volunteers or subcontractors with whom ARC may be contracted, harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, losses, costs, expenses, suits, actions and causes of action of every kind and character, for claims based on the negligence, misconduct, or omissions of ARC, resulting from ARC's non-performance of any of its obligations or operations under this Agreement

IN WITNESS WHEREOF the COUNTY and ARC have caused this Agreement to be executed on the day and year first above written.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairwoman

WITNESSES:

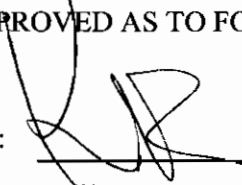
Witness

ANIMAL REFUGE CENTER

BY: _____
President & Chief Executive Officer

Witness

APPROVED AS TO FORM:

BY:  _____
Office of the County Attorney