

MEMORANDUM OF UNDERSTANDING

This Agreement, made and entered into this ___ day of _____, 20___, by and between The City of Clinton (“City”) and Fetch, Inc., (“Fetch”).

WHEREAS, City is authorized by Section 11, O.S. §22-115 to regulate animals running at large.

WHEREAS, City has codified Ordinances in Article 6 of the Clinton City Code, which provide for and implement regulations for animals running at large.

WHEREAS, Fetch is a non-profit corporation which is dedicated to the humane treatment of animals and increasing the number of adoptions from animal shelters.

WHEREAS, Fetch has the ability to apply for grants and raise funds through tax deductible donations for the purpose of infrastructure improvements to the municipal animal shelter.

NOW THEREFORE, the Parties agree as follows:

1. Fetch agrees to raise up to One Hundred Fifty Thousand Dollars (\$150,000.00) for infrastructure improvements to the municipal animal shelter.
2. City agrees to budget for matched funds, up to One Hundred Fifty Thousand Dollars (\$150,000.00) for the new construction of the municipal animal shelter infrastructure in the 2014/2015 fiscal year.
3. City agrees the infrastructure improvements shall include space appropriate for a low-cost spay & neuter facility, comprised of 1/3 of the facility square footage.
4. Fetch shall be responsible for furnishing all equipment, tools, medication, staffing and operations of the spay/neuter facility.
5. Fetch shall provide spay/neuter and vaccination services to animals adopted through the municipal animal shelter, at cost.
6. City shall work in conjunction with Fetch to adopt plans that appropriately and feasibly provide for the adoption of dogs; mandatory spay/neuter; rabies vaccination; implementation of Petpoint software; 30 day health insurance for adopted pets; and humane euthanasia.
7. Fetch agrees to maintain the spay/neuter facility in accordance with all federal, state, and municipal laws and regulations.

8. The Parties agree that nothing herein shall be construed as creating a partnership, or any other business relationship, between City and Fetch.
9. The Parties agree that nothing herein shall be construed as a gift, donation, or pledge of credit on behalf of City, for the benefit of Fetch.
10. Fetch agrees to indemnify and hold City harmless for any and all activities conducted in the spay/neuter facility.
11. Fetch shall carry liability coverage, with policy limit of One Hundred Thousand Dollars (\$100,000.00) for any and all occurrences at the spay/neuter facility.

Agreed and entered into the day and year last above written.

CITY OF CLINTON

By: _____

Its: _____

FETCH, INC.

By: _____

Its: _____



Agenda Commentary

Item Title/ Subject: MOU and Agreement with FETCH

Staff Source: City Manager, Steve Hewitt

Date: Feb. 13, 2014

Background/Subject Information:

FETCH (Cindy Box) approached staff and Council with an opportunity partnership to assist in our efforts to build and operate a new Animal Shelter. MOU (Memorandum of Understanding) has FETCH raising \$150,000 towards a new Animal Shelter, City agreeing to cover matching funds (targeting next fiscal year for budgeting). This also allows for 1/3 of the space to be for a spay & neuter facility managed by FETCH.

AGREEMENT identifies the responsibilities of each party.

Both these agreements are needed with City Council approval for FETCH to qualify for many of the Grants they are applying for. Grants that could help with construction as well as on-going operations

Recommendation:

Staff recommends (City Attorney has reviewed). Currently facility has lived out its life.... A new facility is needed. This private-public partnership is another example of how we can stretch tax dollars and get projects completed and have better quality projects.

Price/Cost: Estimated \$150,000 from Capital Improvement Fund