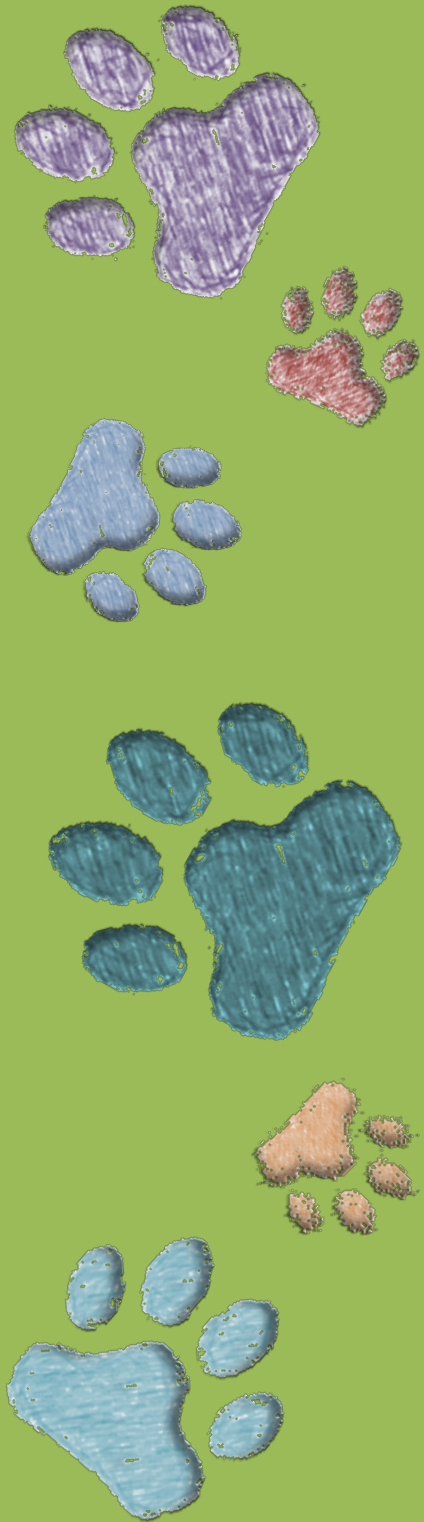


Become a Rescue Partner



Rescued is our favorite breed!



**BROWARD
COUNTY
FLORIDA**

**animal care
& adoption**



Environmental Protection and Growth Management Department

ANIMAL CARE AND ADOPTION DIVISION

1870 SW 39th Street • Fort Lauderdale, Florida 33315 • 954-359-1313 • broward.org/animal

Rescue Partner Application Information and Instructions

Broward County's Animal Care and Adoption Division (ACAD) process more than 19,000 lost and unwanted dogs and cats each year. Unfortunately, not all the animals will be eligible for immediate adoption. Those arriving with serious medical conditions or displaying fractious or aggressive behavior may have a better chance at being adopted if released to a qualified rescue partner who can improve the animal's condition. In cases when the shelter has reached its maximum capacity for care additional animals, some very adoptable may be offered to qualified rescue partners as a way to lower the capacity and avoid having to euthanize otherwise healthy animals due to lack of holding space.

In these situations, it is always preferred to release dogs and cats to an approved rescue group and help the rescue community promote the animals to a broader spectrum of potential adopters. Qualified rescue organizations having a current 501 (c) (3) status that have the ability and knowledge to participate as a rescue partner whose purpose and goal is to help rescue dogs and/or cats from the shelter, must first complete the attached application and return it to:

**Animal Care and Adoption Division
Attn: Rescue Program Coordinator
1870 SW 39 Street, Ft. Lauderdale, FL 33315**

- All applicants must have a current 501(c)(3) organization
- All applicants shall provide a valid e-mail and mailing address listing all relevant contact names and phone numbers.
- Correspondence about rescue program updates, special events, and urgent bulletins are distributed via e-mail.

Supporting Documentation

You must attach the following supporting documents when submitting your application:

- Non-profit registration 501(c)(3) and bylaws
- Name, address, phone number and email of the primary animal housing facility and foster home (*if no facility*) used on a regular basis by your organization
- Current list of your organization's officers and members with their addresses and phone numbers
- List of references which include organizations and/or shelter groups and principals who have rescued animals; veterinarians used by the organization for the care of rescued animals and any other references as may be applicable

Please note: Under Florida law, e-mail and mailing addresses, phone numbers and names are subject to public records request.

For more information about becoming a rescue partner with ACAD, please visit our website at: Broward.org/Animal/Rescues/Pages/BecomeaRescuePartner.aspx

Rescue Partner Agreement Summary

ACAD endeavors to support rescue partners for the benefit of placing our companion animals into humane environments. ACAD recognizes the importance of rescue partners as well as protecting the interest of animals placed in our care and has established specific requirements:

1. A completed and approved rescue partner application must be on file prior to release of any animals to any rescue partner and/or its approved representatives.
2. ACAD must be notified immediately of any changes in the rescue partner organization, such as location changes, principle/officer changes, contact information (phone numbers, e-mail addresses), authorized representatives that may pull animals from the shelter on the behalf of any approved rescue partner.
3. All rescue partner applications will be renewed annually. If ACAD has amended the process or if rescue partner has revised any information, a new application will be required.
4. ACAD will only release animals to rescue partner representatives that are listed on the application and been approved.
5. Communication between authorized rescue contacts and the designated rescue staff will be conducted using the Rescue@broward.org e-mail address.
6. An approved Rescue Partner is an extension of the ACAD and as such is expected to support the mission and efforts of ACAD. False, misleading or controversial media, publications and social media content directed towards ACAD is not acceptable.
7. Rescue Partner acknowledges that no director, operator, staff, and/or animal caregivers of Rescue Partner have been charged for, convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, regardless of adjudication, animal cruelty, neglect, or abandonment.
8. The Director of the Division or when designated, the rescue program coordinator has the sole discretion to determine which animals may be released for rescue.
9. A maximum of 48 hours from initial contact shall be extended to the approved rescue partner to pick up animals from ACAD.
10. Applicable fees paid by rescue partner may vary. The Director, taking into account the number of animals in custody at the time, may decrease or waive rescue fees contained in the Rescue Fee subsection of the Administrative code.
11. If a rescue partner refers a potential adopter to ACAD regarding an animal available for adoption, the normal ACAD adoption procedures and fees will be followed.
12. Stray animals being held at ACAD during holding period are not available for this program, unless ACAD approval has been given to place the animal in a temporary foster environment during the stray hold period.
13. In the event an approved rescue partner accepts an intact animal due to medical condition or age, it is the rescue partner's responsibility to spay/neuter the animal prior to adoption from their organization and provide written proof to ACAD. Rescue Partner shall comply with

Section 823.15, Florida Statutes. Read Costs & Sterilization Requirements section for further detail.

14. Rescue partner shall comply with Section 828.30, Florida Statutes regarding dog and cat rabies vaccination. Read Vaccination Requirements section for further detail.
15. The disposition of all animals obtained from ACAD, as well as all current owner information must be forwarded to ACAD immediately after an animal is placed in a permanent home by the rescue partner.
16. ACAD does not transfer any breed registration papers with the animal.
17. ACAD cannot guarantee the health of the animal, or be responsible for any illness transmitted to other animals in the care of the rescue partner.
18. Rescue partner must agree to an inspection of all animal housing facilities by a representative of ACAD.
19. All rescue partners and their pre-approved representatives must reside in a “pets allowed” living situation and shall comply with local zoning ordinances regarding the number of animals permitted and facility requirements.
20. All rescue partners must comply with Chapter 4, Broward County Code of Ordinances. (see Broward.org/Animal/Resources/Pages/AnimalLaws.aspx for ordinance)
21. Failure to adhere to these procedures may result in written termination of this agreement.
22. ACAD reserves the right to deny any application.

I UNDERSTAND THAT ACAD DOES NOT RELEASE ANY ANIMALS DEEMED TO BE AGGRESSIVE

I have received and agree to abide by the summary of requirements listed above:

Note this section serves as a summary only. The Terms and Conditions portion of this application must also be signed and abided by to remain an approved Rescue Partner.

Organization's Name: _____

Signature _____ Date _____

Print Name and Title _____



Environmental Protection and Growth Management Department

ANIMAL CARE AND ADOPTION DIVISION

1870 SW 39th Street • Fort Lauderdale, Florida 33315 • 954-359-1313 • broward.org/animal

Rescue Partner Application

Organization Information			
Organization Name			
Facility Address	City	State	Zip
Primary Contact			
Home Phone	Mobile Phone		
Email			
Secondary Contact			
Home Phone	Mobile Phone		
Email			
Website			
Clinic/Veterinarian Information			
Clinic/Veterinarian Name			
Address	City	State	Zip
Phone	Mobile Phone		
<p>Please indicate the healthcare your organization provides to rescued/fostered animals: (check all that apply)</p> <p> <input type="checkbox"/> Veterinary exam <input type="checkbox"/> Treatment for skin conditions <input type="checkbox"/> Behavioral screening & training <input type="checkbox"/> Spaying & neutering <input type="checkbox"/> Standard vaccinations <input type="checkbox"/> Dental cleaning/treatments <input type="checkbox"/> Heartworm testing/preventive <input type="checkbox"/> Heartworm treatment <input type="checkbox"/> Special diets <input type="checkbox"/> Feleuk/FIV testing <input type="checkbox"/> Parasite control <input type="checkbox"/> Surgeries </p>			
Persons Authorized to Pick-Up and Transport Animals on Behalf of the Organization			
(1) Name			
(2) Name			
(3) Name			
(4) Name			

Terms and Conditions

1. Definitions

- a. **County** - Broward County, a political subdivision of the State of Florida through its governing body, the Broward County Board of County Commissioners.
- b. **Division** - The Animal Care and Adoption Division
- c. **Rescue Partner** - A non-profit organization, which has been approved by the Division that rescues animals according to established operational standards. New groups must be able to effectively demonstrate their ability.

2. Availability of Animals

A Rescue Partner may acquire animals housed at the County's animal shelter. The Director of the Division or when designated, the rescue program coordinator has the sole discretion to determine which animals may be released for rescue. Animals rescued by the Rescue Partner shall become the sole property of Rescue Partner, subject to the terms and conditions set forth in this agreement. If Rescue Partner is unable to place the animal for adoption in a reasonable amount of time, Rescue Partner is expected to contact the Division and make arrangements to return the animal to the Division. In the event that Rescue Partner returns an animal to the County for any reason, Rescue Partner shall be responsible for the transportation of that animal to the shelter. Rescue Partner shall maintain a current list of any individuals authorized to pull an animal on the behalf of the Rescue Partner and submit the information directly to the Division. The Division reserves the right to reject the approval of any individuals selected to come into the shelter to pull an animal. Representatives of Rescue Partner are expected to respect the operational protocols in place when entering the shelter facility to pull an animal.

3. Costs and Sterilization Requirements

Rescue Partner, that obtains and places for adoption fully-vetted animals from the County's Animal Shelters, shall pay County in the amount required by Section 37.61 of the Broward County Administrative Code, as may be amended from time to time, for each animal acquired from the County that is fully vaccinated, sterilized, and licensed at the time the animal is acquired. Rescue Partners having on-site clinics and full surgical facilities may accept unsterilized animals from the County, at no cost, provided the sterilization is completed prior to the adoptions and/or release of said animal. Rescue Partner shall comply with Section 823.15, Florida Statutes. If an animal has not been sterilized upon release to Rescue Partner, Rescue Partner agrees to sterilize the animal within 30 calendar days, unless the animal is not medically subject to sterilization during that 30 day period, as determined by a licensed veterinarian. In such case, the animal must be sterilized as soon as sterilization is medically permissible. The animal shall be sterilized by a licensed veterinarian at Rescue Partner's expense, and at no cost to the County. In the event that a third party adopts an animal before it has been sterilized, Rescue Partner shall collect from that third party a refundable deposit to guarantee that the animal will be sterilized within 30 days of adoption, or as soon as the animal is medically subject to sterilization as determined by a licensed veterinarian. Rescue Partner further understands and agrees that (a) failure to timely sterilize the animal shall immediately entitle the County to recover possession and ownership of the animal without further process; (b) If any animal under the care of Rescue Partner is used for breeding, Rescue Partner shall be deemed to have breached this Agreement; and (c) proof of sterilization compliance for each animal must be acknowledged with a veterinarian's signature, shall include the animal history number, and be provided to the County.

4. Vaccination Requirements

Rescue Partner shall comply with Section 828.30, Florida Statutes, if an animal has not been vaccinated against rabies upon release, Rescue Partner agrees to vaccinate any animal 4 months of age and older and provide a rabies vaccination certificate, "Rabies Vaccination Certificate" of the National Association of State Public Health Veterinarians or an equivalent form approved by the County. The Rescue Partner shall submit a tag fee in accordance with the fee schedule required by Section 37.61 of the Broward County Administrative Code, as may be amended from time to time. The tag shall be issued in the name of the Rescue Partner.

5. Care, Facility Requirements and Right to Reclaim

Rescue Partner shall provide the animals obtained from County with proper and sufficient food, fresh water, shelter, sufficient medical care and treatment, and companionship. Rescue Partner shall maintain a kennel, shelter, or other suitable facility for animals received from the County while the animals are in the process of rehabilitation or placement. Rescue Partner shall provide County with the location(s) of the animals, and County hereby reserves the right to inspect any and all facilities, including temporary foster placements where the animals are housed. Rescue Partner shall comply with all applicable provisions of the Broward County Code and Florida Statutes relating to the care of animals, and shall maintain all applicable local zoning, occupational, and other licenses for keeping of animals. Upon County's finding that Rescue Partner failed to provide animals with proper and sufficient food, fresh water, and shelter, is otherwise neglecting or mistreating the animals, or is keeping animals in violation of local zoning regulations, County shall be entitled to immediately recover, without further process, possession and ownership of all animals obtained by Rescue Partner from County. County may, within its sole discretion, subsequently terminate this Agreement.

(continued on next page)

Terms and Conditions *(continued)*

6. Qualifications of Rescue Partner

Rescue partner shall at all times maintain its status as a tax exempt organization pursuant to 26 U.S.C 501(c)(3), specific to being an animal rescue organization and having all appropriate licenses and registrations required by the Florida Department of Agriculture and Consumer Services, the Florida Department of State Division of Corporations, and any other federal, state, or local agencies. Rescue Partner shall be reasonably qualified to perform all responsibilities associated with the care of special needs, infirmed or at-risk animals removed from the shelter.

7. Limitations

Rescue Partner shall ensure that animals received from County are not disposed of to any medical school, college, university, person, association, corporation or individual for experimentation or vivisection purposes, or to any person, firm, corporation or individual providing, selling, or supplying animals to any medical school, college, university, person, association, corporation or individual for experimentation or vivisection purposes. Rescue Partner shall not release animals to a person or organization owning or having control of more animals than is authorized by local building and zoning codes. Release by Rescue Partner of any animal obtained from County to any rescue group or other organization or entity without prior approval of County is a breach of this Agreement. Rescue Partner shall not release any animal obtained from County to any third party until that third party has signed an adoption waiver in the form approved by County.

8. Term

Rescue Partner shall submit an application and terms and conditions on an annual basis and indicate any changes in location, foster caregivers, vets, staff, etc.

9. No Convictions for Animal Cruelty

Rescue Partner acknowledges that no director, operator, staff, and animal caregivers of Rescue Partner have been convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, regardless of adjudication, animal cruelty, neglect, or abandonment. Rescue Partner further acknowledges that no director, operator, staff, or animal caregivers that house the animal as a third party for the Rescue Partner have not been charged for, convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, regardless of adjudication, animal cruelty, neglect, or abandonment.

10. Social Media

An approved Rescue Partner is an extension of the Animal Care and Adoption Division and as such is expected to conduct itself accordingly. As an extension of the Animal Care and Adoption Division approved Rescue Partner is expected to support the mission and efforts of the Animal Care and Adoption Division. Unless approved to be a participant in a scheduled public event a Rescue Partner is not authorized to independently represent the Animal Care and Adoption Division on social media sites, post or allow posted information that is determined to be false, misleading or controversial towards the Division.

11. Independent Contractor

Rescue Partner is an independent contractor under this agreement. Services provided by Rescue Partner pursuant to this Agreement shall be subject to the supervision of Rescue Partner. In providing such services, neither Rescue Partner nor its agents shall act as officers, employees, or agents of County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Rescue Partner or Rescue Partner's agents any authority of any kind to bind County in any respect whatsoever.

12. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same of similar formality as this agreement and executed by the County and Rescue Partner.

13. Jurisdiction, Venue, Waiver of Jury Trial

This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusive *in* the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this agreement shall be exclusively in such state courts, forsaking any jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, RESCUE PARTNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT**

14. Compliance With Laws

Rescue Partner shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this agreement.

(continued on next page)

Terms and Conditions *(continued)*

15. Severance

In the event a portion of this agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue in effect.

16. Release, Indemnity, and Waiver of Liability

Rescue Partner agrees to release, waive, discharge, and covenants not to sue Broward County, its officers, agents, and employees, from and for any and all liability of claims for damage or injury that may be sustained by the Rescue Partner directly or indirectly in connection with, or arising out of the rescue activities contained in this agreement whether caused in whole or in part by the negligence of County. Rescue Partner further agrees to release, indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, losses, or damages, including attorney’s fees and costs of defense, as a result of any claims, demands, suits, causes of action, or proceedings of any kind of nature, whether known or unknown, arising out of, relating to, or resulting from the adoption, care, ownership, maintenance, retention, temperament conduct or condition of the animal(s).

17. Assignment and Performance

Neither this agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. Notwithstanding anything else in this Agreement to the contrary, County may terminate this agreement, effective immediately, if there is any assignment, or attempted assignment transfer, or encumbrance, by Rescue Partner of this agreement or any right or interest herein without County’s written consent.

18. Audit Right and Retention of Records

County shall have the right to audit the books, records, and accounts of Rescue Partner that are related to this agreement. Rescue Partner shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this agreement. All books, records, and accounts of Rescue Partner shall be kept in a written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Rescue Partner shall make same available at no cost to County in written form. Rescue Partner shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or if the Florida Public Records Act is not applicable, for a period of 3 years after termination of this agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or 3 years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

19. Termination

The Director of the Division has the sole discretion to suspend, or terminate the relationship with a Rescue Partner for any reason. A Rescue Partner that has been suspended will not be considered for reinstatement or permitted to obtain animals until the infraction resulting in the suspension is corrected to the satisfaction of the Division.

I certify that I have answered the above questions truthfully on behalf of the organization listed above. I authorize Broward County to contact any person/entity listed in this application or its attachments for reference and verification purposes. I understand that approval of the application of an organization to serve as a rescue partner with Broward County is at the sole discretion of Broward County.

I have had an opportunity to review this agreement and knowingly and voluntarily agree to be bound by the terms and conditions.

I hereby represent and warrant that I am duly authorized to execute this agreement on behalf of the organization and do so with full legal authority.

Signature/Title

Date

OFFICE USE ONLY

Application Reviewer: _____
ACAD Rescue Coordinator Signature

Date

Application: Approved Declined

ACAD Program Manager Signature

Date