

Become a Transfer Partner

TRANSFER PARTNER

Application Information and Instructions

Broward County's Animal Care Division (Division) provides many services to our community, including finding new homes for animals. The Division may seek the assistance of approved organizations to transport animals from shelter care or from members of the community, with the Division's support (Transfer Partners). In addition, animals may require fostering, transportation, adoption, or species-specific or specialized medical services often provided by Transfer Partners.

To be considered as an approved Transfer Partner of the Division, the attached profile must be completed and returned to:

Animal Care Division

ATTN: Transfer Program Coordinator

2400 SW 42nd Street

Fort Lauderdale, FL 33312 or transfer@broward.org

All applicants must:

- Be a current 501(c)(3) organization or a municipal or governmental agency;
- Obtain and maintain all appropriate licenses 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;
- If incorporated or organized outside the State of Florida, obtain and maintain all appropriate licenses required by the applicable state and any other federal, state, or local agencies; and
- Provide the following supporting documents with the application (if applicable):
 - Non-profit registration 501(c)(3) approval letter from the Internal Revenue Service (IRS);
 - Incorporation documents and bylaws (please indicate if the organization does not have any bylaws);
 - Name, address, telephone number, and e-mail address of the primary animal housing facility or foster home (if no facility) used on a regular basis by the organization;
 - Current list of the organization's officers with their addresses and phone numbers; and
 - List of references that include: (1) organizations and/or shelter groups and principals who have transferred animals; (2) veterinarians used by the organization for the care of transferred animals; and (3) any other references as may be applicable.

Correspondence about transfer program updates, special events, and urgent bulletins are distributed by the Division via e-mail.

Under Florida law, information submitted to the Division by Transfer Partners including but not limited to, this application, email and mailing addresses, telephone numbers, and names are public records. Therefore, absent an exemption, this information may be subject to public disclosure in response to a public records request.

For information about becoming a Transfer Partner, please visit our website at <https://www.broward.org/Animal/Rescues/Pages/BecomeaRescuePartner.aspx>.



Resilient Environment Department
Animal Care Division
 2400 SW 42nd Street • Fort Lauderdale, Florida 33312 • 954-359-1313 • broward.org/animal

Transfer Partner Application

Organization Information			
Organization Name			
Facility Address	City	State	Zip
Primary Contact			
Phone			
Email			
Secondary Contact			
Phone			
Email			
Website			
Clinic/Veterinarian Information			
Clinic/Veterinarian Name			
Address	City	State	Zip
Phone	Mobile Phone		
Persons Authorized to Pick-Up and Transport Animals on Behalf of the Organization			
(1) Name			
(2) Name			
(3) Name			
(4) Name			

Transfer Partner Agreement Terms and Conditions

1. Definitions

1.1 **County** - Broward County, a political subdivision of the State of Florida through its governing body, the Broward County Board of County Commissioners.

1.2 **Division** - The Broward County Animal Care Division.

1.3 **Animal**- a dog, cat, or other animals sheltered by the Division and in need of a permanent placement or care after being abused, abandoned, or neglected by its previous owner.

1.4 **Transfer Partner** – A non-profit entity or municipal or governmental agency that possesses a current, valid Broward County Transfer Partner Agreement (“Agreement”), operates as an animal rescue group, accepts or solicits Animals with the intent of finding permanent adoptive homes or providing lifelong care for the Animals, and uses foster homes as the primary means of housing animals.

2. Availability of Animals

2.1 Transfer Partner may receive Animals from County’s Animal Care Shelter (“Facility”). The Director of the Division, or designee, has the sole discretion to determine which Animals may be released to Transfer Partner.

2.2 Transfer Partner through its authorized representatives shall retrieve Animals within forty-eight (48) hours after notification from the Division. Animals accepted by Transfer Partner from the Facility shall become the sole property of Transfer Partner, subject to these Terms and Conditions.

2.3 County cannot guarantee the health of any Animal or be responsible for any illness of an Animal that is transmitted to other animals after Transfer Partner retrieves the Animal from the Facility.

3. Sterilization and Vaccination Requirements

Transfer Partner shall comply with the sterilization requirements in Section 823.15, Florida Statutes, and the vaccination requirements in Section 828.30, Florida Statutes.

4. Care, Facility Requirements, and Right to Reclaim

4.1 While in Transfer Partner’s care, all Animals must be provided proper and sufficient food, fresh water, shelter, sanitation, appropriate medical care and treatment, and companionship. Transfer Partner shall maintain a kennel, shelter, or other suitable facility for Animals during the process of rehabilitation or placement.

4.2 Transfer Partner shall provide County with the location of all Animals, and County reserves the right to inspect any and all facilities where Animals are housed, including temporary foster placements, without notice.

4.3 Transfer Partner shall comply with all applicable provisions of the Broward County Code of Ordinances and Florida Statutes relating to the care of animals, and shall maintain all applicable occupational and other licenses for keeping of animals.

4.4 Transfer Partner shall not use Animals for breeding or any other commercial purposes.

4.5 Transfer Partner shall not utilize aversive training and behavior modification techniques nor rely on contracted animal training professionals that utilize such training or techniques. Animals must not be housed in board and train facilities without prior written approval of the Director of the Division or designee.

4.6 Transfer Partner acknowledges and understands that an Animal may be released to Transfer Partner with special instructions and Transfer Partner is solely responsible for any associated costs. Examples of special instructions include, but are not limited to, immediately seeking veterinary treatment for the Animal or not housing the Animal in a kenneled environment.

4.7 Upon County's finding that Transfer Partner violated the care or facility requirements in this section, County shall be entitled to immediately recover, without further process, possession and ownership of the affected Animal(s) and all other Animals in Transfer Partner's possession. In addition to all other legal and equitable remedies available to County, within its sole discretion, County may subsequently terminate this Agreement.

5. Fees

Transfer Partner is required to pay all applicable fees including, but not limited to, transfer fees and sterilizations fees, in accordance with Section 40.9 of the Administrative Code, as may be amended from time to time.

6. Adoption of an Animal

Within thirty (30) days after adoption of an Animal, Transfer Partner shall notify the Division by providing the identification number of the Animal used by the Division when the Animal was provided to Transfer Partner, as well as the new owner's information, including name, contact information, and location.

7. Transfer Partner Qualifications

7.1 A Transfer Partner shall be either a municipal or governmental agency or a tax-exempt organization pursuant to 26 U.S.C. 501(c)(3), specific to being an animal rescue organization. If a Florida governmental agency or not-for-profit entity, Transfer Partner

must maintain 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 applicable federal, state, or local agencies. If Transfer Partner is a non-Florida governmental entity or a not-for-profit entity organized in a state other than Florida, Transfer Partner shall maintain all appropriate licenses and registrations applicable to their state of organization.

7.2 Transfer Partner shall notify the Division of any changes in leadership, authorized representatives, facility locations, foster caregivers, veterinarians, staff, or 501c(3) status that occur after approval by the Division.

7.3 County will review Transfer Partner's qualifications annually, and changes in the Transfer Partner's eligibility to be an approved Transfer Partner may result in termination of this Agreement and a new application will be required for re-approval.

8. Limitations

Other than by adoption, the release of any Animal by Transfer Partner to any rescue group, entity, or individual without prior approval of County is a breach of this Agreement.

9. Term

This Agreement shall commence on the date Transfer Partner's application has been approved by County and shall continue on an ongoing basis unless terminated pursuant to this Agreement.

10. No Convictions for Animal Cruelty

Transfer Partner represents that no owner, director, officer, employee, agent, or subcontractor of Transfer Partner has been convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, animal cruelty, neglect, or abandonment.

11. Non-Disparagement

Transfer Partner is required to support the mission and goals of the Division. Unless Transfer Partner is approved to be a participant in a Division-sponsored public event, Transfer Partner, its employees, and its agents are not authorized to independently represent the Division in person or online including, but not limited to, on social media. Transfer Partner, its employees, and its agents must not make any written or oral statements about the Division that are false or misleading. Failure to comply with this provision may result in the termination of this Agreement.

12. Independent Contractor

Notwithstanding the use of the term Transfer Partner in this Agreement, Transfer Partner is an independent contractor of County, and nothing in this Agreement shall constitute a partnership, joint venture, or other relationship between the parties. In performing rescue activities, neither Transfer Partner nor its employees or agents shall act as officers, employees, or agents of County. Transfer Partner shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13. Indemnification

Transfer Partner shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Transfer Partner, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Transfer Partner shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

14. Release and Waiver of Liability

Except to the extent prohibited by section 768.28, Florida Statutes, Transfer Partner knowingly, freely, and voluntarily assumes all risk and liability for any damage or injury that may be sustained by Transfer Partner, its agents, employees, or subcontractors, directly or indirectly in connection with, or arising out of the transfer activities pursuant to this Agreement. Transfer Partner, on its own behalf and on behalf of anyone acting by or through Transfer Partner, hereby releases, acquits, waives, discharges, and covenants not to sue County, the Board of County Commissioners, or any of County's Departments, Divisions, or Offices including, but not limited to, the Division, or any of County's current, past, and future officers, agents, employees, or volunteers, for any liability, action(s), or claim(s) for damages including, but not limited to, personal or bodily injury, which are directly or indirectly in connection with or arising out of the activities described in this Agreement including, but not limited to, the adoption, care, ownership, maintenance, and retention of the Animal(s), whether or not those damages were caused, in whole or in part, by the actions, omissions, or negligence of County or any of its agents, employees, or volunteers.

15. Assignment

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered by Transfer Partner.

16. Public Records

To the extent Transfer Partner is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Transfer Partner shall:

16.1 Keep and maintain public records required by County to perform the services relating to this Agreement;

16.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

16.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Transfer Partner or keep and maintain public records required by County to perform the services relating to this Agreement. If Transfer Partner provides the records to County, Transfer Partner shall destroy any duplicate public records that are exempt or confidential and exempt. If Transfer Partner keeps and maintains the public records, Transfer Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Transfer Partner will provide any requested records to County to enable County to respond to the public records request.

IF TRANSFER PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TRANSFER PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)-359-1313 EXT. 9850, ACAD_PRR@BROWARD.ORG, 2400 SW 42ND STREET, FORT LAUDERDALE, FL 33312.

17. Audit Right and Retention of Records

County shall have the right to audit the books, records, and accounts of Transfer Partner that are related to this Agreement. Transfer Partner shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Records that must be kept shall include, but are not limited to, information regarding veterinary care and the name, address, and telephone number of the new

animal owners. All books, records, and accounts of Transfer 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, Transfer Partner shall make same available at no cost to County in written form. Transfer 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 a period of three (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 three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Transfer Partner hereby grants County the right to conduct such audit or review at Transfer Partner's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

18. Suspension or Termination

This Agreement is subject to suspension or termination at any time, with or without cause, by the Director of the Division or designee, upon written notice to Transfer Partner. If this Agreement is suspended, Transfer Partner will not be considered for reinstatement or permitted to retrieve Animals from the Facility until the infraction resulting in the suspension is corrected to the satisfaction of the Division. In addition, Transfer Partner may terminate this Agreement, with or without cause, with thirty (30) days' advance written notice to County. Sections 3, 4, 6, 7, 11, 13, 14, 16, 17, 19, 20, and 22 shall survive termination of this Agreement.

19. Sovereign Immunity

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

20. Use of County Logo

Transfer Partner shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

21. Amendments

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

22. 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

23. Compliance With Laws

Transfer 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.

24. Severability

If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

By signing below, I certify that the information provided in this Application is complete, true, and correct. I authorize Broward County to contact any person or entity listed in this Application or the supporting documents for reference and verification purposes.

I acknowledge and understand that approval of this Application is at the sole discretion of Broward County.

I have read and understand this Application, including the Transfer Partner Agreement Terms and Conditions, and knowingly and voluntarily agree to bind the organization by the terms and conditions.

I hereby represent and warrant that I am duly authorized to execute this Application, including the Transfer Partner Agreement Terms and Conditions, on behalf of the organization and do so with full legal authority.

This Agreement shall become effective upon approval of the Application and execution by County as provided below.

Print Name

Signature

Title

Date

OFFICE USE ONLY

Application Reviewer: _____

**Animal Care Transfer
Coordinator Signature**

Date

Application: **Approved** **Declined**

Animal Care Director Signature

Date

DAJ/NAK/vu
Transfer Partner Application
04/19/2022
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