

DISASTER ANIMAL RECOVERY MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 29th day of December, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, 209 N. Florida Street Bushnell, Florida 33513. a political subdivision of hereinafter referred to as "COUNTY" and Sumter Disaster Animal Response Team, Inc, 720 E. Southland Avenue, Bushnell, Florida 32513, hereinafter referred to as "DART."

WHEREAS, DART is a volunteer team that works in conjunction with Sumter County's Emergency Management and Animal Control Department (ESF-17) in handling emergency situations during disasters including feeding, watering, and caring for displaced animals in Sumter County, and

WHEREAS, COUNTY has a fuel facility for fueling vehicles, and

WHEREAS, COUNTY has determined that providing fuel for vehicles used by DART during disaster events constitute a public and county purpose and such appropriation of fuel is authorized by Florida Statute, and

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed by the parties as follows:

1. COUNTY Provisions: COUNTY will issue a fueling key to DART for use in fueling vehicles used solely to provide emergency rescue services to animals in Sumter County, Florida, during disaster events as determined in COUNTY'S sole discretion. No fuel obtained from COUNTY shall be used for personal use of any person or entity. The fueling key will be released to DART by COUNTY personnel at an appropriate time relative to the disaster event as determined by COUNTY personnel. The fueling key shall be returned to COUNTY upon termination of DART'S providing of emergency rescue services caused by the disaster. The COUNTY agrees to pay per day rates according to Schedule A upon receipt of invoice for services rendered caused by declared disaster.

2. Indemnification: DART hereby agrees to indemnify and save harmless COUNTY from any and all liability, claims, damages, loses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of its voluntary service to Sumter County.

3. Worker's Compensation: DART volunteers will be covered under the County Worker's Compensation policy if volunteers are not covered by DART Worker's Compensation coverage.

4. Independent Contractor: DART shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in the Agreement shall in any way be construed to constitute DART or any of its agents or employees as the agent, employee or representative of COUNTY. DART representative at all times

shall be in control and responsible for the safety of the vehicle and the animals in DART care and custody.

5. Termination: This Agreement shall terminate on December 31, 2010 unless sooner terminated by either party upon 30 days notice. Availability of fuel shall comply with the priorities of the emergency management director & the ESF governing said actions. COUNTY and DART reserve the right to terminate this Agreement at any time and for any reason. This Agreement may be extended in writing by the parties.

ATTEST: GLORIA HAYWARD
CLERK & AUDITOR

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY

By: Deputy Clerk

By: Doug Gilpin, Chairman

ATTEST:

DART

By:

By: Ronnie N. Graves, President

Schedule "A"
DART Per Day Transport Rates

Rates for the Freightliner and 44' Transport Trailer.

Roundtrip	Per Mile	Per Day (if Waiting)	Hired Driver	Animal Handler	Rescuer Staff
0-1000	2.00				
1000-3000	1.50				
3000-5000	1.25				
5000+	1.00				
		\$400.00			
			\$250.00	\$200.00	\$250.00

Rates for a Sumter DART Pickup Truck and 3 Horse Gooseneck Slant with air units.

Roundtrip	Per Mile	Per Day (if Waiting)	Hired Driver	Animal Handler	Rescuer Staff
0-1000	1.50				
1000-3000	1.25				
3000-5000	1.00				
5000+	.85				
		\$200.00			
			\$250.00	\$200.00	\$250.00

Rates for personnel (independent contractors) are on a daily basis plus all associated expenses, hotels (some will share, some will not), food, airline tickets, transportation costs.