

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/25/2013

Action Requested By:
Animal Services

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville and Middle Tennessee Boxer Rescue

Exact Wording for the Agenda:

Resolution authorizing the City of Huntsville to enter into agreement with Middle Tennessee Boxer Rescue.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Yes

Briefly state why the action is required; why it is recommended; what Council action will provide, allow

and accomplish and; any other information that might be helpful.

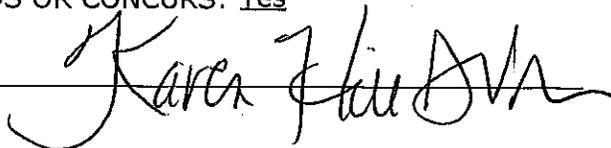
This action will allow Middle Tennessee Boxer Rescue the ability to rescue animals from the City of Huntsville Animal Services Department.

Associated Cost: n/a

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____



Date: 4/2/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Animal Services Council Meeting Date: 4/29/2013
OS

Department Contact: Emily Rosenkrans Phone # 256-883-3630

Contract or Agreement: AGREEMENT

Document Name: Middle Tennessee Boxer Rescue

City Obligation Amount: N/A

Total Project Budget: N/A

Uncommitted Account Balance: N/A

Account Number: N/A

Procurement Agreements

Not Applicable	Not Applicable
-----------------------	-----------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	--------------------

Department	Signature	Date
1) Originating	<i>Karen Hue</i>	4.2.13
2) Legal	<i>[Signature]</i>	4-9-13
3) Finance	<i>[Signature]</i>	4/9/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville and Middle Tennessee Boxer Rescue, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Middle Tennessee Boxer Rescue," consisting of four (4) pages including attachments, and the date of April 25, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 25th day of April, 2013.

President of the City Council of the City of
Huntsville, Alabama

APPROVED this the 25th day of April, 2013.

Mayor of the City of Huntsville, Alabama

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **FEB 27 2003**

MIDDLE TENNESSEE BOXER RESCUE INC
615 BEECH CREEK RD
BRENTWOOD, TN 37027-3430

Employer Identification Number:
01-0759872
DLN:
17053036014023
Contact Person:
DEL TRIMBLE ID# 31309
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
January 10, 2003
Advance Ruling Period Ends:
December 31, 2007
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

STATE OF ALABAMA)
)
COUNTY OF MADISON)

Agreement between the City of
Huntsville and Middle Tennessee Boxer Rescue

This agreement is made by and between the City of Huntsville, a municipal corporation in the State of Alabama (hereinafter, "the City") and Middle Tennessee Boxer Rescue, a 501(3)(c), non-profit corporation having its principal place of business in the State of Tennessee for services as described herein. This Agreement shall be effective on the date it is executed by the last party to execute it ("Effective Date"). The City and Middle Tennessee Boxer Rescue hereby agree as follows:

RECITALS

WHEREAS, the City of Huntsville desires to preserve the life of as many domestic animals as possible; and

WHEREAS, Middle Tennessee Boxer Rescue is a no-kill animal shelter which specializes in domestic pet rescue and adoption, which has requested that the City provide it with animals, which would otherwise be euthanized, from the City's shelter so that those animals are made available by WRT for adoption to the public;

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants, herein contained, the parties agree as follows:

- 1.) This agreement shall remain in effect until terminated by either party in writing.
- 2.) This agreement may be cancelled at any time without cause by either party immediately upon written notice to the other party.
- 3.) This agreement shall be governed by and construed in accordance with the substantive laws of the State of Alabama.
- 4.) The City shall transfer ownership of certain animals, as described below, to Middle Tennessee Boxer Rescue for the purpose of making such animals available for adoption.
- 5.) The animals to be transferred shall be those animals which would otherwise be euthanized by the City, and which are selected by the Director of the City Animal Shelter and agreed to by Middle Tennessee Boxer Rescue.

- 6.) The City shall be allowed to conduct inspections at any time during regular business hours of Middle Tennessee Boxer Rescue, or their foster homes at a mutually agreeable time.
- 7.) Middle Tennessee Boxer Rescue agrees to keep documents regarding each City animal relinquished to Middle Tennessee Boxer Rescue which indicates the type of care the animal received while in Middle Tennessee Boxer Rescue's custody, the location of the foster facility where the animal was housed and the final disposition of the animal. Those documents shall be available for City inspection at any time during regular business hours of Middle Tennessee Boxer Rescue.
- 8.) The cost of arranging and physically transporting the animals selected for transfer from the City of Huntsville Animal Services shelter to a Middle Tennessee Boxer Rescue shelter shall be borne in total by Middle Tennessee Boxer Rescue without reliance on any financial aid or assistance from the City.
- 9.) All animal transportation arrangements shall be organized by Middle Tennessee Boxer Rescue.
- 10.) Once a Middle Tennessee Boxer Rescue representative or official volunteer takes physical possession of an animal, all responsibility for that animal lies with Middle Tennessee Boxer Rescue.
- 11.) Middle Tennessee Boxer Rescue further agrees as follows:
 - a. That the City makes no representation as to the health, breed, temperament, or other characteristics with respect to the animals, and makes no guarantee with respect thereto.
 - b. That Middle Tennessee Boxer Rescue shall make all reasonable efforts to ensure that the animals are adopted to a home that will adequately care for such animals.
 - c. That Middle Tennessee Boxer Rescue shall adequately care for the animals while in its custody and control.
 - d. That Middle Tennessee Boxer Rescue shall have the animal sterilized prior to placement into a new home.
 - e. That Middle Tennessee Boxer Rescue will not permit the animals, directly or indirectly, to be sold, transferred or used for research or testing.
 - f. That Middle Tennessee Boxer Rescue does hereby release, indemnify, and hold harmless the City, its elected officials, officers, agents, employees, successors and assigns, of and from any and all fines, claims, actions, causes of action, demands, rights, damages, costs, expenses and liability (including, but not limited to, third party claims) whatsoever, including, but not limited to, liability arising from any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequence thereof which Middle Tennessee Boxer Rescue may hereafter accrue due to performance under this Agreement. This indemnification and hold harmless shall include the cost of attorney's fees and all costs of defense of any suit or claim including all court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

Natasha Smith

Digitally signed by Natasha Smith
DN: cn=Natasha Smith, o=CITY OF HUNTSVILLE, ou=City of Huntsville, email=natasha.smith@ci.com
Date: 2012.11.12 13:46:38 -0500

Attest:

By: Natasha L. Smith
Its: Board Member

CITY OF HUNTSVILLE

Attest:

Charles E. Hagood
Its: Clerk-Treasurer

By: _____
Tommy Battle
Its: Mayor