

MEMORANDUM OF UNDERSTANDING BETWEEN THE (MICROCHIP CHECKPOINT PARTNER) AND THE COUNTY OF TEHAMA, DIVISION OF ANIMAL SERVICES

THE FOLLOWING MEMORANDUM OF UNDERSTANDING (MOU) between _____(hereinafter “Microchip Checkpoint Partner” or “MCP”) and the COUNTY OF TEHAMA, DIVISION OF ANIMAL SERVICES (TCAS) is made and entered into on _____(Date)_____.

WHEREAS, TCAS has used funding obtained through the California for All Animals ‘More Pets and People Together’ grant to purchase microchip scanners; and

WHEREAS, that grant agreement intended that microchip scanners be placed throughout the community serviced by TCAS, to aid in the reunification of lost pets; and

WHEREAS, TCAS desires to make microchip scanners available to the public as part of that grant agreement; and

WHEREAS, this MOU is entered into in accordance with the requirements of the ‘More Pets and People Together’ grant.

NOW, THEREFORE, in consideration of the above recitals and the following terms, covenants, and conditions, the parties hereto agree as follows:

1. Equipment

TCAS hereby grants to Microchip Checkpoint Partner (“MCP”) a license with respect to the microchip scanner, as referenced throughout this MOU, which is listed below:

County Inventory #	Item Description	Model Number	Serial Number

TCAS will also provide MCP with materials to be posted, detailing steps for the public on how to scan for a microchip, how to report a lost or found pet to TCAS, and how to contact microchip companies when a microchip is located.

2. Training

TCAS shall provide MCP with initial training, detailing the use of the microchip scanner. MCP will be responsible for any additional staff training needed.

3. Maintenance

MCP will be responsible for the generic maintenance of the microchip scanner, including maintaining sufficient battery charge for regular use. MCP shall be responsible for immediately notifying TCAS if the scanner is no longer functioning, damaged, or stolen.

4. Submission of Data Collection and Quarterly Reporting

General data collection regarding frequency of use will be reported to TCAS through use of the online survey provided to MCP in the materials to be posted regarding microchip checkpoint services. MCP will be responsible for ensuring members of the public utilizing the microchip checkpoint complete the survey or complete the survey on the public's behalf.

5. Term

The license granted herein shall remain effective as of the date that TCAS executes this agreement and shall remain in effect perpetually unless terminated as provided in Section 6 below.

6. Termination of Agreement

If MCP fails to perform the duties described herein to the satisfaction of TCAS, or if MCP fails to fulfill in a timely and professional manner the obligations under this agreement, or if MCP violates any of the terms or provisions of this agreement, then TCAS shall have the right to terminate this agreement effective immediately by providing written notice to MCP. Otherwise TCAS may terminate this agreement with 30-days written notice. TCAS's right to terminate this agreement may be exercised by the Board of Supervisors, the Director of Animal Services or their designee.

7. Nonassignment

Neither party shall assign this agreement without the prior written consent of the other party. MCP shall maintain possession and use of the microchip scanner for the entire term of this agreement.

8. Modification

Any modification of the MOU shall be in writing and by mutual consent of the parties.

9. Indemnification

To the fullest extent permitted by law, MCP agrees to protect, defend, indemnify, and hold harmless TCAS, and its officers, agents, employees, and volunteers from any loss, damage, liability, or claims arising out of this agreement or out of the purchase, constructions, placement, maintenance, recharge, operation, or repair of the equipment, except to the extent that such loss, damage, liability or claims is the result of the active negligence of TCAS. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

10. Third Parties

This agreement shall not create any third-party beneficiaries or otherwise create any rights on behalf of any person not a party to this agreement.

11. Compliance with the Law

All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.

12. Entire Agreement

This MOU supersedes all previous agreements or understandings and constitutes the entire understanding between parties with respect to the above-referenced services, terms of compensation and otherwise. This MOU shall not be amended, except in writing by authorized representatives of both parties.

13. Authority

Each party executing this MOU and each person executing this MOU in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

14. Discontinuing Partnership

Partner is to return all microchip equipment, property of TCAS, if no longer participating in the MCP program.

15. Limitation Of Authority

Only the Tehama County Board of Supervisors has the authority, by formally approving and executing this agreement, to bind the MCP and TCAS to the terms included herein. Therefore, any obligations or liabilities of the County hereunder are contingent upon due approval and execution of this agreement by the Tehama Board of Supervisors. This agreement shall be null and void if the Tehama County Board of Supervisors does not approve this agreement, in their sole discretion. Approval of any of the transactions contemplated here by any department, agency, commission, officer, or employee of the County shall not be deemed to imply that the Tehama County Board of Supervisors will approve this agreement, nor will such action create any binding obligations on the County. TCAS and MCP understand that no material terms of this agreement may be altered or deleted, nor may any new material terms be added to this agreement, without the express written approval of the Tehama County Board of Supervisors, through a written amendment to the agreement. No County officer, employee, agent, or independent contractor has any authority to alter, add or delete the material terms of this agreement and County may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the agreement.

COUNTY OF TEHAMA

DATE: _____

Christine McClintock, Animal Care Center Manager
(or designee)

MICROCHIP CHECKPOINT PARTNER

DATE: _____

Representative