

**ANIMAL REHOMING  
MEMORANDUM OF UNDERSTANDING  
("MOU")**

**Between:**

**SHIRE OF ROEBOURNE  
(SHIRE)**

**-and-**

**SAVING ANIMALS FROM EUTHANASIA  
(SAFE)**

MOU dated 1 July 2013

**This MOU is made between:**

**SHIRE OF ROEBOURNE (SHIRE)**

and

**SAVING ANIMALS FROM EUTHANASIA (SAFE)**

**1. INTRODUCTION**

This MOU reflects the commitment made between the Shire and SAFE.

This MOU sets a framework of collaboration between the signatories for the effective rehoming of rehomingable unclaimed dogs and cats.

The parties entering into this MOU do not intend this MOU to be a legally binding agreement but an understanding between parties.

**2. DEFINITIONS**

In this Memorandum of Understanding –

“Act” means the *Dog Act 1976* or *Cat Act 2011*.

“Animal Management Facility” means either the Dog Management Facility, or the Cat Management Facility, both located at the Shire’s Cowle Rd Depot.

“Dangerous Dog” means the dog breeds as outlined in the *Dog (Restricted Breeds) Regulations 2002*.

“Impounded” When an animal is taken into custody by the Shire or its authorised officers, whilst either ownership is established or the statutory timing for the holding of a dog has expired it is considered impounded.

“Police Officer” means a person who is authorised under law to carry that title.

“Ranger” means an officer appointed by the Shire of Roebourne to carry out duties on behalf of the “Shire”, in accordance with The Dog Act 1976 and Cat Act 2011, associated Regulations, Shire Local Laws and Policies.

“Rehome” The act of signing an animal over to a new owner after it has completed its statutory impound time with the Shire or has been signed over by the previous owner

“Restricted numbers” means that pursuant to the “Act” and local laws, the number of animals to be kept on any premises on a permanent basis (Permanent basis determined as being in excess of 3 months) will be only two (2) dogs and three (3) cats unless there has been granted approval by Council to keep more.

“SAFE” means Saving Animals from Euthanasia as a voluntary ‘Not for Profit’ organisation for the purpose of rehoming unwanted or abandoned animals.

“SAFE Carer” means an approved ‘SAFE’ carer or ‘SAFE’ foster carer.

“Shire” means the Shire of Roebourne as defined by the *Local Government Act 1995* and may be represented any member of the Ranger Services department

“Suitable” means for the purpose of this MOU, a dog and or cat that is free from excessive parasites, zoonotic or infectious disease or chronic infections and demonstrates a temperament or general behaviour deemed compatible with release back into the community.

### **3. OBJECTIVES**

The parties agree that the objectives of this MOU are to:

- 3.1** Maintain the positive relationship between SAFE and the Shire,
- 3.2** Ensure all parties maintain the spirit of honesty, integrity and respect in their communications and acknowledge each others roles and responsibilities, and
- 3.3** Develop effective lines of communication, coordination and consultation between both parties.

### **4. RESPONSIBILITIES OF EACH PARTY**

#### **4.1 Shire**

- 4.1.1 Rangers will maintain their role as principle agency for the impounding of stray animals.
- 4.1.2 The “Shire” will not impound and or rehome any animal other than dogs and cats and therefore can not provide for the rehoming of any other animal to SAFE.
- 4.1.3 Ranger Services will select suitable dogs and cats in their care for rehoming after the legislated lengths of impoundment.
- 4.1.4 Ranger Services will apply strict criteria for a dog or cat that is to be rehomed and that dog will be selected on the basis of health, type, breed, age, temperament and history.
- 4.1.5 Ranger Services will utilise SAFE as the preferred rehoming organisation and will promote this fact to the public. This will not limit the Shires ability to rehome dogs or cats direct from the Animal Management Facility in exceptional circumstances.
- 4.1.6 The Shire will set a limit of time to collect dogs and cats from the Animal Management Facilities. This limit will never be less than 72hrs after notification is given to SAFE. The Shire will contact SAFE prior to taking any further action after the 72hrs has elapsed.
- 4.1.7 The Shire will rehome dogs and cats to SAFE on a 3 week trial period. During this period should SAFE assess the animal unsuitable to be rehomed for either temperament or health reasons, the animal is to be returned to the Shire. The Shire will determine the next course of action in relation to the animal.
- 4.1.8 With the approval of the resident, Ranger Services may inspect a “SAFE Carer” property to determine housing suitability prior to the “SAFE Carer” taking possession of any animal or at other times when deemed necessary.
- 4.1.9 The Shire will take any rehomable dogs or cats to SAFE main office at a mutually agreeable time. Should this not be possible, SAFE collect the dogs or cats from the Shire of Roebourne’s administration office, Welcome Road Karratha.
- 4.1.10 The Shire will from time to time amend its paperwork and reporting requirements. This will be discussed with SAFE prior to implementing.
- 4.1.11 The Shire will provide to SAFE any information that it has that may assist SAFE in determining the suitability of a dog or cat for rehoming. This will include any traits or conditions, area of pickup and history surrounding the impoundment. This will not include any information that can identify an owner or alleged owner.
- 4.1.12 The “Shire” cannot warrant the health, condition, or the well being of any dog or cat offered to “SAFE” for rehoming.

- 4.1.13 The “Shire” cannot warrant the temperament or suitability of any dog or cat it offers for rehoming. As such it will not be held responsible for any injury or damages occurred to or by any person, animal or property in the course of being handed to SAFE or at any time thereafter.
- 4.1.14 The Shire will not be responsible for any costs associated with a dog or cat rehomed to SAFE.
- 4.1.15 The Shire will be responsible for all costs associated with the impounding of dogs or cats whether impounded in the pound or with SAFE.
- 4.1.16 If any dog or cat impounded by the Shire either at the pound or with SAFE requires veterinary treatment or consultation. The Shire will decide the course of action on a case by case basis and any costs associated will be covered by the Shire.

## **4.2 SAFE**

- 4.2.1 SAFE will advise the Shire of any stray animals delivered to them or found by them.
- 4.2.2 SAFE is to provide to the Shire at each quarterly meeting the names and address details of all new dog or cat owners found through SAFE. Enabling the Shire to follow-up with registration.
- 4.2.3 SAFE will provide the Shire at each quarterly meeting a list of any dog or cat in their care that hasn’t been rehomed or registered within a six (6) month period
- 4.2.4 SAFE will register in their name, any dog or cat in foster care for a period in excess of six (6) months. This registration can later be changed once a new home is found
- 4.2.5 “SAFE” will inform all carers about the need to immediately notify the Shire if they intend to house more than two (2) dogs or more than three (3) cats for a 3 months or longer.
- 4.2.6 SAFE is to inform a carer that if the period for housing more than two (2) dogs or three (3) cats will be or has been longer than three (3) months the “SAFE Carer” is required to submit an application to Council for the keeping of more than two (2) dogs or three (3) cats pursuant to the relevant “Act” and comply with any lawful direction given by the Shire resulting from this application.
- 4.2.7 SAFE agrees to arrange collection of dogs and cats from the Shire of Roebourne’s administration office, Welcome Road Karratha at times when the Shire cannot attend SAFE’s office.
- 4.2.8 SAFE agree to abide by any timeframe set by the Shire for the collection of a dog or cat.
- 4.2.9 SAFE acknowledge that any dogs or cats not collected within this time may no longer be available for rehoming.
- 4.2.10 SAFE or its representative attending to pick up an animal from the shire is to ensure all paperwork is completed before the animal is released.
- 4.2.11 SAFE agree to consider temporarily caring for special needs dogs or cats prior to them being available for rehoming. These may include the elderly, sick or young puppies where it would not be conducive to them staying in a pound environment. This arrangement and any costs associated will be determined on a case by case basis and when mutually agreeable to both parties.
- 4.2.12 SAFE agree that at no time can special needs dogs or cats as outlined in 4.2.11 be rehomed prior to being advised by the Shire.
- 4.2.13 SAFE agree to make the special needs dogs or cats re-available to the Shire within a reasonable timeframe.

- 4.2.14 SAFE agree to impound dogs or cats on behalf of the Shire when mutually agreeable.
- 4.2.15 If a dog or cat is impounded at SAFE, SAFE agrees to rehome directly from them at the conclusion of 72hrs of impounded time and after notification from the Shire that the dog is ready for rehome.
- 4.2.16 At no time will SAFE seek veterinary treatment or consultation for a dog or cat impounded with them by the Shire without first seeking approval from the Shire for such veterinary services.
- 4.2.17 SAFE acknowledge that they assume full responsibility for any costs associated with a dog or cat rehomed to them by the Shire.

## **5. TERM OF THE MOU**

The Term of this MOU is for a period of one (1) year commencing from the 1 July 2013 and expiring on 30 June 2014.

The parties agree to formally review the MOU every year.

The parties will meet on a quarterly basis to maintain communications regarding any operation of this MOU that may be of interest to both parties.

The parties may agree in writing to amend the terms of this MOU.

## **6. COMMUNICATION**

The parties to the MOU agree to the following:

- 6.1 "SAFE" is to provide correct information to residents and members of the public in regards to the way Ranger Services operate and our legal requirements.
- 6.2 The "Shire" is to provide correct information to residents and members of the public in regards to the way "SAFE" operates.
- 6.3 The shire will promote SAFE as the rehome organisation for the shire.
- 6.4 SAFE and the Shire agree to meet quarterly.
- 6.5 SAFE agree to provide any deliverables needed at these quarterly meetings
- 6.6 The process of managing the communication will be agreed at the quarterly review meetings attended by the "Shire" and "SAFE". However, the parties can bring forward discussion on communications as required.
- 6.7 At no time will either party convey a negative image or speak in a disparaging way to the public or in private about the other party.

## **7. APPLICATION OF LEGISLATION**

It is acknowledged by "SAFE" that the Shire has a duty of care to the community and are required to enforce all State legislation along with local laws pertaining to dogs.

## **8. FURTHER SUPPORT REQUIRED BY SAFE**

- 8.1 Not to condone, support or in any way encourage another person or persons who are not a Ranger and or Authorised Officer and who is known to be in possession of a dog or cat not owned by that person without the lawful owner's explicit consent, to detain or keep such a dog or cat.
- 8.2 Where it is known to "SAFE" that another person is unlawfully detaining a dog or cat, then "SAFE" will provide the Shire the details of this person detaining the dog or cat.

## 9. DOCUMENTATION

- 9.1 The "Shire" is to supply to "SAFE" a copy of all State legislation and local laws to ensure that "SAFE" has a clear understanding of the Shires rights and responsibilities.
- 9.2 "SAFE" is to supply the "Shire" with a current copy of its 'Public Liability' insurance certificate and this certificate will be kept by the Shire of Roebourne.

## 10. FUNDING ARRANGEMENT

- 10.1 The Shire will arrange for quarterly payments out of funds allocated to SAFE in the yearly budget; up to the agreed amount.
- 10.2 The payment of the quarterly funding amounts will be tied to receipt of the following deliverables.

Deliverable	Due Date	Payment
Report on deliverable 4.2.2 for 1 Oct 2013 – 31 Dec 2013	1/1/2014	\$6250 + \$2000 + \$3750
Report on deliverable 4.2.3 for 1 Oct 2013 – 31 Dec 2013		
Provide statistics cat euths from 1 July 2013 – 31 Dec 2013		\$2000.00
Summary of vet cost for cat euths 1 July 2013 – 31 Dec 2013		
Report on deliverable 4.2.2 for 1 Jan 2014 – 31 March 2014	1/4/2014	\$6250 + \$3750
Report on deliverable 4.2.3 for 1 Jan 2014 – 31 March 2014		

EXECUTED by the Shire and SAFE as an MOU.

Signed for and on behalf of the Shire

.....  
Peter Long  
**SHIRE PRESIDENT**

.....  
DATE

Signed for and on behalf of SAFE

.....  
Sue Hedley  
**COORDINATOR**

.....  
DATE