

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Robert Matthews d/b/a/ All American Animal Control, a division of All American Dogs (hereinafter referred to as "AAAC") and the City of University Park, Texas, a municipal corporation (hereinafter referred to as "University Park" or the "City").

RECITALS

WHEREAS, University Park is desirous of providing for residents and businesses a state certified, quarantine level, sheltering facility; and

WHEREAS, AAAC is desirous of furnishing full-time sheltering services to University Park; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal sheltering services at the highest level possible to University Park in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1: All matters stated above in the preamble are found to be true and correct and incorporated herein by reference as if copied in their entirety.

Section 2: Term: This Agreement shall commence on September 10, 2013 and end September 30, 2014. Any extension of the term of this Agreement or any change in the terms and conditions of this Agreement shall require the written approval of the parties hereto.

Section 3. Services. For purposes of this Agreement, AAAC shall be a "designated contractor" responsible for enforcement of chapter 2 of the University Park Code of Ordinances ("Code") and is a representative of the Chief of Police to administer the chapter. As such, AAAC is also an animal control officer ("ACO") as an agent of the City to perform the functions of an ACO as set out in chapter 2. AAAC shall be the responsible professional agency performing the functions of animal control by virtue of this contract.

a. AAAC hereby agrees to provide University Park the following services, personnel, and facilities:

i. Impoundment and Boarding: All animals impounded by AAAC pursuant to the provisions of this Agreement or Article 2.03 of the Code shall be kept for not less than five (5) days. During the impoundment, the ACO shall comply with the records and notice requirements of section 2.03.002 of the Code. During this period of time, an animal shall be released to the owner during normal business hours upon payment of the impoundment and other fees required by the Code. After this period of time, an animal may be placed for adoption, sold or humanely destroyed at the discretion of AAAC.

Except as described in Section 4 of this Agreement, all costs for care and treatment of animals surrendered to AAAC by University Park will be the responsibility of AAAC.

Any animal, whether licensed or unlicensed, which, in the professional judgment of AAAC and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or is posing an imminent danger to human beings or to other animals, may be destroyed by an AAAC representative in a humane manner.

Any animal which, in the professional opinion of AAAC, appears to be rabid, or is showing the clinical signs of rabies, may be subject to humane euthanasia by AAAC so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

Proof of University Park residency of an animal owner will be required for the owner to "drop off" such animal for adoption or humane euthanasia at the City of University Park.

ii. Reporting: AAAC will supply a monthly report to the City of University Park. The report shall summarize all animal impounds received during the previous month and in the event of Service Calls shall summarize those events. AAAC will make a presentation to the Council summarizing its operations for the previous six months.

iii. Information Line: AAAC currently operates on a 24 hour basis and returns after-hours calls immediately or the next business morning based on its professional opinion of priority. AAAC shall provide callers with helpful information as to their pet related needs. Any resident from the City of University Park may take advantage of this 24 hour service so that AAAC may better assist his or her individual needs.

Section 4: City of University Park's Obligations:

University Park agrees to perform the following:

a. University Park will attempt to contact the Owner of any stray animal picked up prior to transporting the animal to AAAC.

b. Pay an “all-inclusive” monthly fee of \$2,475 for sheltering services of animals captured or picked up by University Park's ACO and delivered to AAAC. AAAC will return Owned animals to their homes during normal business hours when notified by the City that fees associated with the impoundment have been paid and after verifying the owner will be available. This monthly fee is for the term of the Agreement.

c. This Agreement includes the impoundment/sheltering of up to 11 animals per contract month. Animals in excess of that number will incur a \$225 charge per animal noted and payable on the following month's invoice,

Additional Charges:

After Hours Return of Animal:	\$75
Call for Service (Normal Business Hours):	\$175
Call for Service (After Business Hours):	\$225
10 day Quarantine at Shelter:	\$300
Sheltering non-domestic animals	\$30/day

Any fees not covered under the “all inclusive” Agreement must have prior approval by the City of University Park.

The all inclusive fee does not include the following:

Specimen shipment fees on applicable animals;

Medical and veterinary fees as needed, other than euthanasia or procedures and treatments necessary for adoptions, with prior approval from Chief of Police.

Section 5. Revenues Retained: City shall retain all fines, forfeitures, etc. that may be generated by the ACO performing ordinance enforcement duties within the City's boundary.

Section 6: Termination

a. This Agreement may be terminated at any time, by either party, giving thirty (30) days' written notice to the other party at the address proved herein. In the event of such termination by either party, AAAC will be compensated for all services performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

b. If the City fails to make payment to AAAC within fifteen (15) days after the date of billing for any invoiced amounts, AAAC will suspend services to University Park and identify a date on which the services will be suspended and will notify the City Manager by telephone and in writing of the date services will be suspended.

c. Failure of AAAC to furnish any services under this Agreement shall authorize the City to make an appropriate reduction in any fee paid (as determined by mutual Agreement of the parties) or terminate this Agreement by giving proper notice.

Section 7: Notice and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

All American Dogs
12860 Tischler Rd.
Pilot Point, TX 76258

City of University Park
Attn: Chief of Police
3800 University Blvd
Dallas, TX 75205

Section 8: Dispute Resolution: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the cities representative and the Owner of AAAC. The parties reserve their respective rights to legal remedies allowed by law.

Section 9: Venue: Venue for any legal dispute arising pursuant to this Agreement shall be in Dallas County, Texas.

Section 10: Performance: Both parties mutually agree that AAAC is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of AAAC in no way are to be considered employees of the City.

Section 11: Indemnification: AAAC agrees to hold harmless, save and indemnify the City, its officers, agents and employees from any and all costs or claims for damages to property, or for personal injury and/or death that may be asserted against University Park arising from AAAC's negligence in the course of its performance hereunder. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections against liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create any rights, contractual or otherwise, to any other person or entity.

Section 12: Insurance: AAAC agrees to procure and maintain, at a minimum, a \$1,000,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of AAAC, its officers, employees, or agents under or pursuant to this Agreement. The City shall be named as an additional insured and certificate holder and shall be notified if this policy is cancelled for any reason. At the effective date of this Agreement, AAAC will provide the City with a certified certificate of insurance evidencing this coverage.

Section 13. Employment Verification: All AAAC Owners, employees, and volunteers have undergone a comprehensive criminal background check provided by a legitimate company (Lexis-Nexis) and records will be made available to the governing body at their request. In addition, a driving background will be performed for employees whose responsibilities reasonably require them to use company vehicles in the performance of Animal Control Services.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the _____ day
of _____ 2013 in duplicate originals.

All American Animal Control

City of University Park

By: Robert M. Matthews, Jr.

By: City Manager

Attest:

Attest:

By: Witness

By: City Secretary