

ANIMAL CONTROL AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Dr. John Vandermeer d/b/a Canine Country Club & Wellness Center (hereinafter referred to as "CCC") 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 an animal sheltering facility for domestic and wild animals impounded in the City; and

WHEREAS, CCC is desirous of furnishing full-time boarding services to University Park; and

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

WHEREAS, the parties have concluded that this Agreement 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 are incorporated herein by reference as if copied in their entirety.

Section 2: Term: This Agreement shall commence on January 1, 2018 and end December 31, 2018. 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.

a. For purposes of this Agreement, CCC 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, CCC 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. CCC shall be a responsible professional agency performing animal control functions by virtue of this Agreement.

b. CCC hereby agrees to provide University Park the following services, personnel, and facilities:

i. Impoundment and Boarding; Euthanasia; Quarantine: All domesticated animals impounded by the ACO of the City or by CCC pursuant to the provisions of this Agreement or Article 2.03 of the Code shall be boarded by CCC for not less than five (5) days. The City shall collect a fee of \$75 per day or part of a day for the impoundment of any animal for rabies testing or any other reason, prior to the release of such animal, plus an additional one-time processing fee of \$25 per animal. A \$30 processing fee will be assessed for each animal impounded by CCC. Such fee will enable CCC to identify the animal by scanning for a microchip, by calling phone numbers on tags or by answering calls from City residents. City employees shall be responsible to complete the initial check-in paperwork for an animal in accordance with the CCC intake procedures (See Attachment A). If no CCC employee is present during normal business hours, which are 8:00 a. m. to 6:00 p. m., Monday-Friday and 8:00 a. m. to 12:00 p. m. on Saturdays, or after hours, as the case may be. If an animal is caught between the hours of 6:00 p. m. and 9:00 p. m. on weekdays, or between 8 a. m. and 9:00 p. m. on weekends, the City employee will contact the staff member on-call and will meet him or her at the north gate of the CCC facility. If the City employee cannot wait, he or she shall place the animal in the secured cage in the secured unloading area of the CCC facility, and the CCC staff member on-call will move the animal and make sure that the animal has adequate drinking water (unless the animal is wild or fractious). A schedule of on-call contacts and phone numbers is Attachment B. A CCC employee will attend to the animal by 8:00 a. m. of the day following the impoundment. The City employee will leave the standard City impoundment form attached to the cage.

After 5 days' impoundment without being redeemed by the owner, the animal will be considered abandoned by the owner, ownership will be divested and the animal will become the property of the City. At that time, a healthy animal may be placed for adoption, sent to a rescue organization or shelter facility, or euthanized. Adoptable animals will be sent to the SPCA of North Texas or another appropriate agency. While under impoundment by CCC, animals will receive the care and treatment afforded to regular boarders, unless health issues dictate otherwise.

ii. 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 boarding fee of \$44 per day of impoundment, and other fees required by the Code. After this period of time, an animal may be placed for adoption or humanely euthanized at the discretion of CCC. If euthanized, an additional fee of \$35 will be assessed for the euthanizing of the animal. A fee of \$30 shall be charged for the cremation of a euthanized animal.

Wild cats or other wild animals will be held a maximum of three (3) days, and will be euthanized on the fourth day after impoundment, subject to compliance with DPS and DEA regulations and at retail cost.

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

iv. Any animal, whether licensed or unlicensed, which, in the professional judgment of the CCC veterinarian, is in great pain and suffering due to injury or severe illness from which the animal probably will not recover, and/or is posing an imminent danger to human beings or to other animals, may be euthanized by a CCC representative in a humane manner. With appropriate medical documentation, an injured or ill animal may be euthanized immediately.

v. Any animal which, in the professional opinion of CCC, appears to be rabid, or is showing the clinical signs of rabies, may be subject to humane euthanasia by CCC so that the animal may be submitted to the Texas Department of Health for proper rabies testing. A domesticated animal brought to CCC for quarantine shall be held for not less than ten (10) days from the date of exposure, at the cost of the City.

vi. Reporting: CCC will supply a monthly report to the Chief of Police of the City by the 15th of the month following the month in which the services were performed. The report shall summarize all animal impounds received during the previous month and in the event of Service Calls shall summarize those events. Upon request, CCC will make a presentation to the Council summarizing its operations for the previous six months.

Section 4: City of University Park Obligations:

In connection with this Agreement, University Park agrees to the following:

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

b. Collect all required fees at the Police Department;

c. Release no animal without proper receipt of payment;

d. Owners must present proof of current rabies vaccination; if the animal is not currently vaccinated, CCC will vaccinate for rabies and assess an appropriate fee;

e. Animals will be released only during normal working hours of CCC;

- f. An additional charge for after-hours drop-off of an animal of \$35 per hour;
- g. Arrange immediate emergency care and assistance for any emergency situations after hours of operation of CCC or if the CCC employee is unable to assist the City officer;
- h. If the City officer deems that the impounded animal needs immediate medical attention, the officer will contact the E-Clinic at 3337 N. Fitzhugh, Dallas, Texas 75204, 214.520.8388.

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

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, CCC will be compensated for all services performed to the 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.

a. If the City fails to make payment to CCC within fifteen (15) days after the date of billing for any invoiced amounts, CCC 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.

b. Failure of CCC to furnish any services under this Agreement shall authorize the City to make an appropriate reduction in any fee paid 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:

Canine Country Club
c/o John Vandermeer, DVM
5075 McKinney Ave.
Dallas, TX 75205

City of University Park
Attn: Chief of Police
3800 University Blvd.
University Park, 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 City's representative and the Owner of CCC. 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 CCC is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of CCC

in no way are to be considered employees of the City.

Section 11: Indemnification: CCC 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 CCC'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: CCC 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 CCC, 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, CCC will provide the City with a certified certificate of insurance evidencing this coverage.

Section 13. Employment Verification: All CCC Owners, employees, and volunteers have undergone a comprehensive criminal background check provided by a legitimate company and records will be made available to the governing body at their request. In addition, a driving background check 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 _____ 2018, in duplicate originals.

Dr. John Vandermeer d/b/a
Canine Country Club &
Wellness Center

City of University Park

By: Chief of Police

Attest: _____

Attest: _____
