

THE STATE OF TEXAS

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ADOPTION PLACEMENT PARTNER

COUNTY OF TARRANT

TRANSFER CONTRACT

This ADOPTION PLACEMENT PARTNER TRANSFER CONTRACT, pursuant to authority established in Section 3.05(B) of the Animals Chapter of City Ordinances, is made and entered into on the date written below between the **CITY OF ARLINGTON, TEXAS ANIMAL SERVICES DEPARTMENT** (“City”), a municipal corporation located in Tarrant County, Texas, acting by and through its City Manager or the City Manager’s designee, and _____ (“Organization”), a duly authorized nonprofit organization having its principal place of business address listed below. The undersigned, must be a person listed in the application as president, an officer, or a person with legal authority to commit the Organization to this Contract.

TERMS

1. The Organization will provide a list of people authorized to transfer animals from City of Arlington Animal Services Department (“Animal Services”) on behalf of the Organization according to procedures established by the Animal Services Manager. These authorized persons will transfer animals from the Arlington Animal Services Center as allowed in the sole discretion of the Animal Services Manager or her designee. If a person attempts to transfer an animal on behalf of the Organization, and the person is not listed as an authorized person according to procedures established by the Animal Services Manager, then the person will not be able to take any animals. The Organization may provide an amended list of people authorized to transfer animals on behalf of the Organization in a manner according to procedures established by the Animal Services Manager.
2. The Organization will not transfer animals obtained from Arlington Animal Services pursuant to this contract to organizations that have not been approved by the City of Arlington unless approval has been provided by the Animal Services Manager. **ANIMAL SERVICES MAY TERMINATE THIS CONTRACT IMMEDIATELY WITHOUT NOTICE FOR ANY VIOLATION OF THIS PROVISION.**
3. **Rabies Vaccination:**
 - a. The Organization will ensure that all animals transferred will be vaccinated against rabies no later than **10 days** after the date of transfer or no later than **10 days** after the animal becomes four months old. Furthermore, the Organization will present proof that such animals have been vaccinated as required if requested.
 - b. If a licensed veterinarian determines that the animal cannot be given a rabies vaccine for medical reasons, **an officer** of the Organization will present a **letter** from the veterinarian to Animal Services stating the medical reason why the animal cannot be given a rabies vaccine and an estimated date when it can be given. This letter must be presented no later than **seven days** after the veterinarian’s determination. The organization agrees that the Animal Services

Manager may request that the Veterinary Officer for Animal Services may review this letter for verification.

- c. If a transferred animal dies on or before the vaccination date, an officer of the Organization must deliver to Animal Services a signed letter stating that the animal is deceased. The letter must be delivered no later than **seven days** after the animal's death and must describe the cause of death, if known, and provide the date of death.
 - d. If a transferred animal is lost or stolen before the vaccination date the Organization must deliver to Animal Services a signed letter from an officer of the Organization stating that the animal is lost or stolen. The letter must be delivered no later than **seven days** after the animal's disappearance and must describe the circumstances surrounding the disappearance and provide the approximate date of the disappearance.
 - e. **Failure to Vaccinate for Rabies:** Organization understands that the rabies vaccination concerns public health and safety. **FAILURE TO ENSURE THAT A RABIES VACCINATION HAS BEEN COMPLETED OR THAT REQUIRED DOCUMENTATION HAS BEEN SUBMITTED TO ANIMAL SERVICES STRICTLY IN ACCORDANCE WITH THIS CONTRACT IS A BREACH OF THIS CONTRACT. ANIMAL SERVICES MAY TERMINATE THIS CONTRACT IMMEDIATELY WITHOUT NOTICE IF THE REQUIRED PROOF IS NOT TIMELY SUBMITTED TO ANIMAL SERVICES.** Furthermore, the Organization understands that Animal Services may inform other cities about a contract termination for breach.
 - f. The Organization agrees that Animal Services may request vaccination records from the licensed veterinarian used by the Organization for vaccinations, and the Organization authorizes the licensed veterinarian to release those records to Animal Services within seven days of the request.
4. **Sterilization:**
- a. The Organization agrees that all transferred animals over the age of six months must be sterilized no later than **30 days** after the date of transfer ("the sterilization date"), regardless of whether any such animals are later transferred or adopted. The Organization agrees that all transferred animals less than six months of age must be sterilized before they reach the age of seven months (the "sterilization date"), regardless of whether any such animals are later transferred or adopted. If the sterilization date falls on a Sunday or legal holiday, then the sterilization date will be extended to the first day that is not a Sunday or legal holiday.
 - b. If any animal cannot be sterilized for medical reasons by the sterilization date, the Organization understands that an Organization officer must provide Animal Services with a letter from a licensed veterinarian explaining why the animal cannot be sterilized by the sterilization date. This letter must contain an

estimated date when the sterilization can be completed. If sterilization can never be completed, the veterinarian must explain why the animal can never be sterilized. The Organization agrees that the Animal Services Manager may request that the Veterinary Officer for Animal Services may review this letter for verification.

- c. If a transferred animal dies on or before the sterilization date agreed, the Organization must deliver to Animal Services a signed letter from an officer of the organization stating that the animal is deceased. The letter must be delivered by the sterilization date and must describe the cause of death, if known, and provide the date of death.
 - d. If a transferred animal is lost or stolen before the sterilization date, the Organization must deliver to Animal Services a signed letter from an officer of the Organization stating that the animal is lost or stolen. The letter must be delivered by the sterilization date and must describe the circumstances surrounding the disappearance and provide the approximate date of the disappearance.
 - e. **Proof of Sterilization:** The Organization will present proof of sterilization for all animals transferred to the Organization to Animal Services by the sterilization date. Proof of sterilization will be a letter signed by the veterinarian who performed the sterilization surgery stating (1) that the animal has been sterilized, (2) the date of sterilization, and (3) a brief physical description of the animal.
 - f. **Failure to Sterilize:** The Organization understands that the sterilization requirement concerns public health and safety. **FAILURE TO SUBMIT THE REQUIRED PROOF TO ANIMAL SERVICES STRICTLY IN ACCORDANCE WITH THIS CONTRACT IS A BREACH OF THIS CONTRACT. ANIMAL SERVICES MAY TERMINATE THIS CONTRACT IMMEDIATELY WITHOUT NOTICE IF THE REQUIRED PROOF IS NOT TIMELY SUBMITTED TO ANIMAL SERVICES.** Furthermore, the Organization understands that Animal Services may inform other cities about a contract termination, if any.
5. **Core Vaccinations:**
- a. The Organization understands that all **canines** transferred are vaccinated on arrival to AASC whenever possible with the following vaccinations: (DA2PP) Distemper (MLV); Adenovirus Type 2 (MLV), Hepatitis (MLV), Para influenza (MLV), Bordetella (MLV)(Intranasal). The Organization understands that all **felines** transferred are vaccinated on arrival to AASC whenever possible with the following vaccinations: (FVRCP) Panleukopenia (MLV), Calicivirus (MLV), and Rhinotracheitis (MLV).
 - b. Core vaccinations must be obtained by the Organization at the Organization's expense if not complete at the time of transfer. When this situation applies, the

Organization must provide animal services with proof of the administration of core vaccines upon the request of Animal Services. **THE ORGANIZATION UNDERSTANDS THAT CORE VACCINATIONS ARE ESSENTIAL FOR THE HEALTH AND SAFETY OF THE ANIMAL POPULATION. FAILURE TO OBTAIN CORE VACCINATIONS, IF NOT COMPLETE AT THE TIME OF TRANSFER, WILL CONSTITUTE A BREACH OF THIS CONTRACT WHICH CAN RESULT IN IMMEDIATE TERMINATION WITHOUT NOTICE, OF THIS CONTRACT. ANIMAL SERVICES MAY TERMINATE THIS CONTRACT WITHOUT NOTICE IF THE REQUIRED CORE VACCINES ARE NOT PROVIDED BY THE ORGANIZATION.**

6. **Inspection of Facility:** The Organization grants permission for Animal Services during reasonable times and upon reasonable notice to inspect any facilities where transferred animals are housed. City or its officers, agents, volunteers or representatives shall have the right to enter into and upon any and all parts of the premises at reasonable hours to inspect and require cleaning or require repairs as City may deem necessary for the health and safety of any transferred animals which are the subject of this contract (but without any obligation to do so). The Organization further agrees to provide records of animals transferred from Animal Services upon the request of the inspector(s). **FAILURE TO ALLOW AN INSPECTION OR PROVIDE RECORDS TO ANIMAL SERVICES IS A BREACH OF THIS CONTRACT. ANIMAL SERVICES MAY TERMINATE THIS CONTRACT IMMEDIATELY WITHOUT NOTICE IF AN INSPECTION OR RECORD PRODUCTION IS REFUSED.**
7. **Animal Health:** If a determination is made by a licensed veterinarian that the treatment of a sick or injured animal is not a viable option, the Organization agrees to have the animal euthanized by a licensed veterinarian.
8. **Rehabilitator:** If the Organization is considered a duly authorized rehabilitator, the Organization agrees to provide a copy of its rehabilitator license to the Animal Services prior to the receipt of any animal.
9. **Microchip:** The Organization has the options to pay the appropriate fee and utilize Animal Services to microchip transferred animals or the Organization shall have identification accomplished no later than **thirty days** after the transfer. If more time is needed, the Organization may request an extension according to procedures established by the Animal Services Manager.
10. **Term and Termination:** This Contract shall be effective for a term of one year. The Contract shall automatically renew for successive one year terms unless changes have been made or it is terminated in accordance with the provisions in this contract. The City or the Organization may terminate this agreement at any time with or without cause by giving 10 days written notice to the other party.

11. **Compliance with State Law and Regulations:** The Organization agrees that it is a releasing agency pursuant to Chapter 828 of the Texas Health and Safety Code. Regardless of any of the terms of this contract, the Organization agrees that the Organization is the temporary owner of the animals placed with the Organization for adoption placement and that the Organization assures the City that it will maintain compliance with State laws and regulations regarding sterilization, vaccination, animal shelter standards, animal care standards, etc. **IF ANIMAL SERVICES LEARNS THAT THE ORGANIZATION IS NOT IN COMPLIANCE WITH ANY STATE LAW OR REGULATIONS, ANIMAL SERVICES MAY TERMINATE THIS CONTRACT IMMEDIATELY WITHOUT NOTICE.**
12. **Depiction in a false light and social media:** The Organization agrees not to electronically disseminate on social media or the internet, City animal information including without limitation, pictures, video or statements without City written consent. Information prohibited for dissemination includes data that depicts animals or the City or its employees in a false light. The Organization agrees not to use any photographs, video or photographic material or other electronic material including but not limited to any of the above information when content includes: information that may tend to compromise the safety or security of City employees or public systems or infrastructure; conduct or encouragement of illegal activity; or content that violates a legal ownership interest of any other party.
13. **WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION:** **UNDERSTANDING THAT ANIMALS MAY CAUSE PERSONAL INJURY, DISEASE OR DEATH OR EMOTIONAL DISTRESS, REGARDLESS OF THE ANIMAL BEHAVIOR OBSERVED BEFORE OR AFTER TRANSFER, AND UNDERSTANDING THAT THERE ARE SERIOUS RISKS OF INJURY OR DEATH INHERENT WITH THE CARE AND CUSTODY OF ANIMALS SUCH AS ANIMAL BITES AND ANIMAL ATTACKS ON HUMANS, OTHER ANIMALS OR PROPERTY AS WELL AS THE TRANSMISSION AND PROLIFERATION OF RABIES OR PARVOVIRUS AND OTHER DISEASES, THE ORGANIZATION ASSUMES ANY RISK AND WAIVES ALL CLAIMS, AND RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, OR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY THE ERROR, OMISSION OR NEGLIGENT ACT OF THE ORGANIZATION OR CITY OR ANY OTHER PERSONS THAT MAY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY WITH REGARD TO THIS CONTRACT AND THE ORGANIZATION WILL, AT THE ORGANIZATION'S OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS. IT IS THE EXPRESS INTENTION OF THE ORGANIZATION AND CITY THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE**

ORGANIZATION TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE AND ORGANIZATION'S NEGLIGENCE WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. IT IS FURTHER UNDERSTOOD BY THE ORGANIZATION THAT THIS WAIVER OF LIABILITY AND INDEMNIFICATION WILL NOT CONSTITUTE A WAIVER BY THE CITY OF THE DEFENSE OF GOVERNMENTAL IMMUNITY, WHERE APPLICABLE, OR ANY OTHER DEFENSE RECOGNIZED BY THE COURTS OF THE STATE OF TEXAS.

14. **NO WARRANTY:** THERE ARE NO WARRANTIES GIVEN BY CITY. CITY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ANY ANIMAL OR ANY INFORMATION DELIVERED BY CITY IN CONNECTION WITH THE ANIMAL. THE ORGANIZATION IS ACCEPTING THE ANIMAL "AS IS" WITH ALL FAULTS AND DEFECTS KNOWN OR UNKNOWN, PATENT OR LATENT, WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON THE ORGANIZATION'S OWN INDEPENDENT INSPECTION, INQUIRY OR INVESTIGATION. CITY IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER EXPRESS OR IMPLIED WITH RESPECT TO THE ANIMAL(S), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF BEHAVIOR, PROPENSITY TO BITE OR INJURE OR CAUSE DISEASE, PHYSICAL OR ENVIRONMENTAL CONDITIONS, SUITABILITY OF TRAINING OR ANY OTHER MATTERS OR THINGS RELATING TO OR AFFECTING THE ANIMAL(S).

15. **Contract Understood:** The Organization has read the Arlington Animal Services Standard Operating Policies and provided all information required by section 201.14 of the Rescue/Placement Organization rules and has read this Contract including the **waiver and indemnification sections** and understands all terms. The Organization executes this Contract voluntarily and with full knowledge of its significance.

SIGNED this ____ day of _____, 2015.

ADOPTION PLACEMENT PARTNER ORGANIZATION

BY: _____

Printed Name: _____

Title: _____

Address: _____

Phone #: _____

Email Address: _____

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____

Mike Bass, Code Compliance Services Administrator

ATTEST:

Mary Supino, City Secretary

APPROVED AS TO FORM:

Teris Solis, City Attorney

BY _____

THE STATE OF TEXAS §

Adoption Partner Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of _____ and as _____ thereof, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 201_ .

Notary Public In and For
The State of Texas

Notary's Printed Name

My Commission Expires _____

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jim Spengler, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation, of the State of Texas, Tarrant County, Texas, and as the Assistant Director of Code Services thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ____ day of _____, 201_ .

Notary Public In and For
The State of Texas

Notary's Printed Name

My Commission Expires _____