

**THE STATE OF TEXAS
COUNTIES OF DALLAS
AND TARRANT**

AGREEMENT FOR TEMPORARY ANIMAL CONTROL SHELTER SERVICES

This **Agreement for Temporary Animal Control Shelter Services** (“Agreement”) is made and entered into by and between the City of Coppel, Texas (“Coppel”) and the City of Grapevine (“Grapevine”) (sometimes individually referred to as “Party” or collectively referred to as “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEARAS, Coppel and Grapevine are authorized to provide animal shelter services pursuant to the Texas Health and Safety Code; and

WHEARAS, the City of Coppel has agreed to provide temporary animal shelter services during the construction of the City of Grapevine’s Animal Shelter;

WHEARAS, the Parties seek to set forth in this Agreement their respective obligations, responsibilities, and duties regarding certain animal control and animal shelter services;

NOW THEREFORE,

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

“Animal Shelter” shall mean the Coppel Animal Shelter located at 821 South Coppel Road Coppel, Texas 75019.

“Coppel” shall mean the City of Coppel, a Texas home rule municipal government.

“Effective Date” shall mean the last date of execution hereof.

“Grapevine” shall mean the City of Grapevine, a Texas home rule municipal government.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials or labor.

Article II

Term

2.1 The Term of this Agreement shall be for a period of three hundred and sixty-five (365) days, commencing on the latter of the last date all Parties have executed this Agreement (“Effective Date”), or the initiations of Grapevine Animal Services construction.

2.2 This Agreement will automatically renew, at the conclusion of the initial three hundred and sixty-five (365) day period, for an additional three hundred and sixty-five (365) days, without intervention by either party. Automatic renewal of this agreement assumes need of services exist and parties mutually agree to renew agreement.

Article III

Scope of Coppell Services

3.1 Coppell agrees to provide the following Animal Shelter Services for Grapevine:

A. Coppell Animal Shelter will accept stray and owner relinquished domestic animals from Grapevine, and such animals will be held and/or released, in accordance with Chapter 9-1 of the Coppell Code of Ordinances, including any animal declared to be a dangerous animal according to the procedures established by Grapevine and any court of competent jurisdiction.

B. The personnel of Coppell Animal Shelter will determine the disposition of all impounded animals including performance of euthanasia of domestic animals as deemed necessary by Coppell Animal Services.

C. Coppell agrees to provide Grapevine a monthly report detailing the services provided by Coppell for Grapevine, including, but not limited to, number and type of intake for each animal admitted from Grapevine and the number and type of outcome for each animal admitted from Grapevine.

E. Provide such other services related, as may from time to time be requested by the Grapevine Animal Services Manager, provided that such services are directly related to the housing of animals at the Animal Shelter, pursuant to this Agreement.

F. Nothing in this Agreement shall be construed to require Coppell to perform any animal control services within the jurisdictional boundaries of Grapevine.

3.2 Coppell will furnish equipment and supplies used to perform all services provided by Coppell as set forth in Section 3.1 herein.

Article IV Grapevine Responsibilities

4.1 Grapevine shall provide an employee to work 40 hours, Monday through Friday, at Coppel Animal Shelter.

4.2 Grapevine shall be solely responsible for transporting animals to the Coppel Animal Shelter.

4.3 Grapevine shall be responsible for any start-up fees to activate PetPoint Management Software under this Agreement.

4.4 Grapevine shall be responsible for veterinary service costs and food costs for animals originating from Grapevine. Grapevine will transport Grapevine animals to and from veterinarian services and directly manage the associated fee payments. In case of emergency animal care needs for any Grapevine animal in the Coppel Shelter, Coppel Animal Services has the authority to make emergency medical decisions and medical cost coverage will be determined between the Cities afterwards.

Article V Complaints

5.1 All complaints from Grapevine residents concerning animal services performed by Coppel shall be taken in writing by the Grapevine Chief of Police, or designee, and shall be forwarded in writing, to the Coppel City Manager, or designee. All complaints will be investigated and Coppel will forward a written response to the Grapevine Chief of Police, or designee.

Article VI Fees

6.1 Coppel will collect, retain, and account for any and all fees that may be collected related to Grapevine animals impounded or outcomed directly from the Animal Shelter, including but not limited to, impound fees, boarding fees, adoption fees, euthanasia fees, disposal fees, and surrender fees, which shall be established by the City of Coppel.

Article VII Termination

7.1 This Agreement may be terminated, in accordance without cause and for convenience, by either Party by serving written notice of termination with thirty (30) days' notice prior to the anticipated date of termination.

Article VIII Financial Obligations

8.1 The Parties agree that any cost or expenses incurred by either Party as a result of this Agreement shall be paid for from current revenues available to the paying Party.

Article IX Liability/Immunity

9.1 Nothing stated herein shall be construed as a waiver of all the protections afforded Coppel as a sovereign governmental unit. To the extent afforded by Texas Tort Claims Act, Coppel shall be responsible only for claims, demands, judgements and the like attributable to the sole acts and omissions of its agents, officers and/or employees. Coppel assumes no liability or responsibility for the acts and omissions of Grapevine, their employees, agents, officers or others working through them in any capacity.

9.2 Nothing stated herein shall be construed as a waiver of all the protections offered Grapevine as a sovereign governmental unit. To the extent afforded by the Texas Tort Claims Act, Grapevine shall be responsible only for claims, demands, judgments and the like attributable to the soles acts and omissions of its agents, officers and/or employees. Grapevine assumes no liability or responsibility for the acts and omissions of Coppel, their employees, agents, officers or others working through them in any capacity.

9.3 It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed to have waived, any immunity of defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Article X Miscellaneous

10.1 **Binding Agreement: Assignment.** The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement may not be assigned.

10.2 **Relationship of Parties.** It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities.

10.3 **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received three days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered to the following addresses:

If intended for Coppell:

City of Coppell
Attn: City Manager
255 East Parkway
Coppell, Texas 75019

With a copy to:

Robert. E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Grapevine:

Attn: City Manager
200 South Main Street
Grapevine, Texas 76051

With a copy to:

Boyle & Lowry
4201 Wingren Drive No. 108
Irving, Texas 75061

10.4 **Governing Law.** This Agreement will be governed by the laws of the State of Texas; and venue for any action concerning this Agreement will be in the State District Court of Dallas or Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

10.5 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

10.6 **Recitals.** The recitals to this Agreement are incorporated herein.

10.7 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10.8 **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and will not alter the substance of the terms and conditions of this Agreement.

10.9 **Amendment.** This Agreement may be amended by the mutual agreement of the parties to it, in writing and attached to and incorporated in this agreement.

10.10 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

10.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the terminations of this Agreement shall survive termination.

10.12 **Contingent.** This Agreement is expressly contingent upon formal approval by the City Manager of the City of Grapevine, Texas and the City Council of the City of Coppel, Texas.

10.13 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

EXECUTED on this _____ day of _____, 2019.

City of Grapevine, Texas

By: _____
Bruno Rumbelow, City Manager

Attest:

Tara Brooks, City Secretary

Approved as to Form:

By:

City Attorney

EXECUTED on this _____ day of _____, 2019.

City of Coppell, Texas

By: _____
Mike Land, City Manager

Attest:

Christel Pettinos, City Secretary

Approved as to Form:

By:

Robert E. Hager, City Attorney