

## ANIMAL CONTROL SERVICE AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010, by and between the County of Delaware, Indiana hereinafter called “County” and the City of Muncie Animal Shelter, hereinafter called “City”

**WITNESSETH:**

**WHEREAS**, the City, certain land upon which it has erected an animal shelter, hereinafter called “Shelter”, and by which it proposes to service the animal sheltering needs of the City through its office of Animal Control, and

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein below, the parties agree as follows:

1. The term of this Agreement shall commence immediately, and shall continue until terminated as provided for in section 6 of this agreement.
2. The County shall pay to the City the sum One Hundred and Twenty-Five Thousand Dollars (\$125,000.00), per year in equal monthly payments.
  - A. The County shall pass animal control ordinances approved by the common council of the City of Muncie.
  - B. The County shall continue to pick up deceased animals from county roads.
3. The City shall perform the following services for the County;
  - a. Exclusively and completely maintain and operate the Shelter, including the provisions of all necessary equipment and personnel, in a manner which shall enable it to fully provide the shelter services set forth hereinafter;
  - b. Employ a Shelter manager and any other persons necessary to effectively operate and maintain the Shelter and perform animal control services for domesticated animals;
  - c. Perform Animal Control Services, impound, maintain and dispose of stray domestic animals deemed detrimental to the health and welfare of the County.

- d. Accept stray dogs and cats from the County brought into the shelter by its residents.
- e. Enforce and abide by all laws, regulations and ordinances of the City of Muncie, County of Delaware and the State of Indiana.
- f. Maintain a system of records sufficient to describe each animal apprehended, the date and place of apprehension, the date and method of disposition; maintain proper and complete records of the finances and operation of the Shelter and of all monies collected and disbursed.
- g. Treat all individuals with whom it comes into contact on County's behalf fairly, and with courtesy and respect.
- h. The City shall provide after hour, weekend and holiday emergency animal control services for stray animals, an emergency shall be defined as injured, ill, or human aggressive animals.

4. The City shall retain all contractual payments, donations and other monies it receives from any source and the County shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. The County shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.

**6. INDEMNIFICATION.**

a. **BY THE CITY.** The City hereby assumes responsibility for and agrees to indemnify and hold the County harmless from any and all liabilities, claims, or damages imposed on the County up to the monetary limits provided in Indiana State Statutes, arising out of or in connection with negligent acts or omissions or misconduct of the City and its agents or employees relating to responsibilities of the City and the services to be provided by the City under this agreement. This indemnification shall include payment of cost of defense and attorney fees incurred by the County as a result of the City's negligent acts or omissions or mis-conduct and that of it's agents and employees.

b. **BY THE COUNTY.** The County hereby assumes responsibility for and agrees to indemnify and hold the City harmless from any and all liability, claims, or damages imposed on the City up to the monetary limits provided by Indiana State Statutes, arising

out of or in connection with negligent acts or omissions or misconduct of the County and its agents or employees relating to the responsibilities of the County under this agreement.

7. **INSURANCE.** The City will pay for and maintain general liability insurance coverage in the amount of \$1,000,000.00

8. **TERMINATION.** Either party may terminate this Agreement by giving written notice, by certified mail, return receipt requested, to the other at least six (6) months prior to termination.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year above written.

**COUNTY OF DELAWARE**

By \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY OF MUNCIE.**

By \_\_\_\_\_ ATTEST: \_\_\_\_\_