

RESOLUTION NO. 2023-04-1044R

CITY OF TONTITOWN, WASHINGTON COUNTY, ARKANSAS

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CLOSED ADMISSIONS CONTRACT CONCERNING THE PROVISION OF ANIMAL SHELTERING SERVICES BY AND BETWEEN WASHINGTON COUNTY, ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS.

WHEREAS, the City of Tontitown desires to enter into a Closed Admissions Contract with Washington County, Arkansas, concerning the provision of animal sheltering services; and

WHEREAS, the Closed Admissions Contract, attached hereto as Exhibit "A", sets forth mutual promises of the parties regarding the provision of sheltering services including, but not limited to food, water, shelter, basic veterinary care, euthanasia, and impoundment to the any citizen who has a letter from the City of Tontitown authorizing the County to accept the animal, according to Shelter surrender policies; and

WHEREAS, after thorough review of the Closed Admissions Contract, the City Council has determined that it is in the best interest and benefit to the community to authorize the Mayor to execute the contract with Washington County, Arkansas on behalf of the City of Tontitown.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tontitown, Arkansas:

Section 1. The City Council hereby authorizes the Mayor to execute the Closed Admissions Contract with Washington County, Arkansas on behalf of the City of Tontitown for the provision of animal sheltering services and the City of Tontitown agrees to comply with the County's Operating Policy during the term of the agreement, as provided and set forth in the attached Exhibit "A".

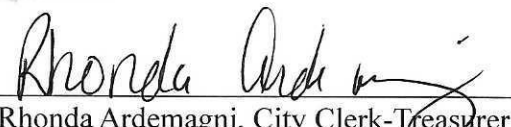
Section 2. The Mayor and her designee are hereby authorized to take all such action as necessary in connection therewith.

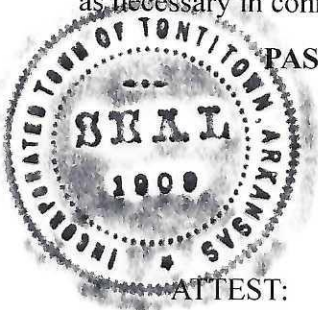
PASSED AND APPROVED this 18 day of April 2023.

APPROVED:


Angela Russell, Mayor

ATTEST:


Rhonda Ardemagni, City Clerk-Treasurer
(SEAL)



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Recorded: 05/01/2023 at 03:07:45 PM
Fee Amt: \$35.00 Page 1 of 5
Washington County, AR
Kyle Sylvester Circuit Clerk

File 2023-00010732

**"CLOSED ADMISSIONS" CONTRACT BETWEEN WASHINGTON COUNTY,
ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS**

THIS AGREEMENT is entered into this _____ day of _____, 2023
by and between Washington County ("County"), Arkansas and the City of Tontitown, Arkansas
("City"), concerning the provision of animal sheltering services;

WHEREAS, effective animal control is of mutual interest to the County and the City; and,

WHEREAS, the County possesses the necessary facilities to provide animal sheltering
services to City.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties'
contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I

The County agrees to provide sheltering services for animals delivered to **Lester C. Howick Animal Shelter** in Fayetteville, Arkansas, by designated animal control officers and any citizen who has a letter from a Tontitown, Arkansas City Official authorizing the County Shelter to accept the animal, according to Shelter surrender policies. The term "sheltering services" shall include, but is not limited to: food, water, shelter, basic veterinary care (basic care to be provided during normal working hours), euthanasia, and impoundment (up to three (3) days, after which said animal shall become the property of the County). This shall also include after-hours access for the county animal control officers. Emergency Veterinary care will not be offered. Animals needing emergency care shall not be admitted to the shelter.

The County agrees to provide rabies quarantine services for animals delivered to the County Shelter by designated animal control officers. The term "rabies quarantine services" shall include, but is not limited to: isolation of the animal from the public, food, water, shelter, basic veterinary care (basic care to be provided during normal working hours), and euthanasia. The County shall provide said rabies quarantine services for an animal for up to 10 days, including the day of the bite, at which time the animal shall be deemed free of rabies by a licensed Veterinarian or three (3) days, if staff capability allows where the animal will be euthanized and the head shall be shipped to the state lab for rabies disease testing and up to ten (10) days, including the day of

the bite, for owned animals. At the expiration of ten (10) days of quarantine, the animal may be reclaimed by the owner. If the owner fails to reclaim the animal, it shall become the property of the County and shall be euthanized.

ARTICLE II

City agrees to comply with the County's Operating Policy during the term of this Agreement, and understands that the County may terminate this agreement for noncompliance.

ARTICLE III

Sheltering fees for 2023 shall be \$150.00 per animal which shall be due and payable monthly on the first day of each month by the City to the County. If an animal is impounded, the cost of such shall be borne by the owner. The shelter shall collect the \$150.00 fee at the time of reclamation by the owner and no billing shall be passed on to the City. However, if the owner fails to reclaim or refuses to retrieve any such animal within three (3) days of impoundment, the animal shall be forfeited to the County and billing shall be passed on to the City. Rabies Quarantine fees for 2023 shall be \$40.00 per day for each day the animal spends in quarantine at the shelter. If an animal is impounded, the costs of such shall be borne by the owner; however, if the owner fails or refuses to retrieve any such animal at the end of the quarantine period the animal shall be forfeited to the County and quarantine fees shall be passed on to the City.

ARTICLE IV

This agreement shall begin upon execution by the parties and end at midnight on December 31, 2023 subject to annual renewal on such terms as are agreeable by the parties. If this contract is activated at any other time other than the first day of any month then the monthly fee due herein shall be prorated accordingly.

ARTICLE V

Neither the County nor the City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

ARTICLE VI

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

ARTICLE VII

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

ARTICLE VIII

In the event City knows or suspects that an animal is dangerous or potentially dangerous as defined by County ordinances and fails to inform the County, or fails to inform County of all known behavioral history of animal, then in such case City shall hold harmless the County from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the County or the City under Constitution and Statutes of the State of Arkansas.

ARTICLE IX

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement, or under law in the event of one or more breaches or defaults by any party under the Agreement, shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

ARTICLE X

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties.

ARTICLE XI

This Agreement may be terminated by either party upon sixty (60) days written notice to the Chief Elected Official of each party.

IN WITNESS WHEREOF, the City of Tontitown, Arkansas and Washington County have executed this Agreement on or as of the date first written above.

WASHINGTON COUNTY, ARKANSAS

Patrick Deakins, County Judge

ATTEST:

Becky Lewallen, County Clerk

CITY OF TONTITOWN, ARKANSAS

Mayor

ATTEST:

City Clerk

Washington County, AR
I certify this instrument was filed on
05/01/2023 03:07:45 PM
and recorded in Real Estate
File Number 2023-00010732
Kyle Sylvester - Circuit Clerk

by 