

**JOINT ANIMAL SHELTERING SERVICES AGREEMENT BETWEEN
THE CITY OF MANASSAS AND THE CITY OF MANASSAS PARK**

THIS JOINT ANIMAL SHELTERING SERVICES AGREEMENT (this “Agreement”), is made this ____ day of _____, 2010, by and between the **CITY OF MANASSAS**, a municipal corporation of the Commonwealth of Virginia (“Manassas”), and the **CITY OF MANASSAS PARK**, a municipal corporation of the Commonwealth of Virginia (“Manassas Park”) (Manassas and Manassas Park are hereafter individually referred to as a “Party” and jointly referred to as the “Parties”).

WHEREAS, the Parties understand the importance of humane housing and care of stray, homeless and unwanted companion animals; and

WHEREAS, the Parties understand that this Agreement is for animal sheltering services and not animal control services.

NOW, THEREFORE, WITNESSETH that, pursuant to the authority granted in §15.2-1300 and §3.1-796.96 of the Code of Virginia (1950), as amended, the Parties hereby agree that the City of Manassas Animal Control Services and Adoption Center (the “Center”) will provide animal sheltering services for the City of Manassas Park subject to the following terms and conditions:

1. **SCOPE AND PURPOSE OF AGREEMENT:** The scope and purpose of this Agreement are set forth below:
 - a. The Center will provide all necessary paperwork required for the impoundment, redemption, adoption and destruction of all animals.
 - b. All animals impounded from Manassas Park shall become the property of the Center upon expiration of the appropriate holding period provided by §3.1-796.96 of the Code of Virginia (1950), as amended.
 - c. Disposition of impounded animals shall be determined by the Center, except with respect to court cases involving cruelty to animals and dangerous/vicious dogs.
 - d. Animal Control Officers/Police Officers employed by Manassas Park shall follow the Center’s Manual of Operating Regulations relating to the animal shelter and housing of stray, homeless and unwanted companion animals, which Manual of Operating Regulations is attached hereto as Exhibit A and incorporated herein by reference.
 - e. Animals originating from Manassas Park that are injured or ill at the time of impoundment or during impoundment will be provided medical treatment by Manassas Park. Payments for all costs for veterinary and other medical care for animals originating from Manassas Park shall be the responsibility of Manassas Park and are not included in the monthly fee contemplated by this Agreement. Injuries or illnesses that occur to any animal originating from Manassas Park as a result if impoundment will be provided medical treatment by the Center at its cost.

- f. Destruction of carcasses shall be the responsibility of the Center.
2. **TERM:** The term of this Agreement shall be from July 1, 2010 to June 30, 2011 (the "Term").
 3. **AMOUNT:** For the period of July 1, 2010 to June 30, 2011, Manassas Park will pay Manassas Four Thousand One Hundred Sixty-Three Dollars (\$4,163.00) per month. The monthly amount to be paid was calculated using the formula (the "Formula") attached hereto as Exhibit B and incorporated herein by reference. The amount to be paid will be prorated for any portion of a month included in the Term for animal sheltering services. For each fiscal year that this Agreement is renewed pursuant to Paragraph 7 below, the monthly amount to be paid by Manassas Park to Manassas will be calculated from the City of Manassas FY Adopted Budget for the correlating fiscal year using the Formula.
 4. **CONTRIBUTIONS; EXPENSES:** To accomplish the scope and purposes of this Agreement, the Center shall supply animal sheltering services and facilities for the impoundment, redemption, adoption, and destruction of animals. Manassas Park will be responsible for all relocation costs at the beginning and termination of this Agreement. For the purposes of this Agreement "relocation costs" means the costs of moving animals originating in Manassas Park from the facility used as a shelter by Manassas Park before July 1, 2010 to the Center, and also the cost of moving such animals from the Center at the termination of this Agreement to another facility to be used by Manassas Park.
 5. **LIMITATION OF EXPENSES:** The Parties shall not be responsible for any expenses not specified in this Agreement.
 6. **OPERATIONAL REGULATION AMENDMENTS:** The City of Manassas Police Department shall notify Manassas Park of modifications to the Center's Manual of Operating Regulations.
 7. **TERM RENEWAL:** At the expiration of the Term and of each Renewal Term (as defined herein), this Agreement will be automatically renewed for a term of one year commencing on July 1 immediately following any such expiration and ending on June 30 of the following year (each, a "Renewal Term") unless either Party notifies the other Party of its intention not to renew not less than ninety (90) days prior to the expiration of the then-current Term or Renewal Term.
 8. **TERMINATION FOR DEFAULT:** In the event either Party is in default of this Agreement, the non-defaulting Party must give the defaulting Party written notice of such default. The defaulting Party must cure said default within thirty (30) days of receipt of the written notice. If the defaulting Party has failed or refused to cure the default after the expiration of the 30-day cure period, the non-defaulting Party may terminate this Agreement, by written notice of termination and without further obligation, for the default of the other Party or its agents or employees with respect to any agreement or provision contained herein.

9. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** If funds are not appropriated for purposes of this Agreement by either Manassas or Manassas Park for any succeeding fiscal year subsequent to the one in which this Agreement is entered into, then the non-appropriating Party may terminate this Agreement upon sixty (60) days' written notice to the other Party. Should termination be accomplished in accordance with this paragraph, Manassas Park shall be liable only for payments through the date of such termination.
10. **TERMINATION FOR CONVENIENCE OF THE PARTIES:** Either Party, as a political subdivision of the Commonwealth of Virginia, may terminate this Agreement, or any work or delivery required hereunder, from time to time either in whole or in part whenever such Party determines that such termination is in its best interest. Termination, in whole or in part, shall be effected by delivery of a written notice of termination signed on behalf of the governing body of the terminating Party and specifically setting forth the effective date of termination. Notice of termination in accordance with this Paragraph must be provided at least sixty (60) days prior to the effective date of termination. Should termination be accomplished in accordance with this paragraph, Manassas Park shall be liable only for costs incurred through the date of such termination.
11. **INTEGRATION CLAUSE:** This Agreement shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements, written or verbal, between the Parties related to the provisions of the services described herein.
12. **NOTICES:** All notices provided pursuant to the terms of this Agreement shall be in writing and shall be deemed duly given if mailed by registered or certified mail, return receipt requested, first class postage prepaid to:

If to City of Manassas at:

City Manager
 City of Manassas
 P.O. Box 512
 9027 Center Street
 Manassas, VA 20110

With a copy to the City Attorney:

Robert W. Bendall, City Attorney
 9253 Lee Avenue
 Manassas, VA 20110

If to the City of Manassas Park at:

City Manager
 City of Manassas Park
 One Park Center Court
 Manassas Park, VA 20111

With a copy to the City Attorney:

Dean Crowhurst, City Attorney
8404 Bearhurst Drive
Gainesville, VA 20155

- 13. **WAIVER:** Each Party to this Agreement waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of the terms of this Agreement.
- 14. **GOVERNING LAW:** The laws of the Commonwealth of Virginia govern and control execution and interpretation of this Agreement.
- 15. **AGREEMENT NOT EFFECTIVE UNTIL RATIFIED:** This agreement will not become effective until approved by and executed on behalf of the governing bodies of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, intending to be bound thereby.

COUNCIL OF THE CITY OF MANASSAS

By: _____

By: _____

Harry J. Parrish, II, Mayor of the City of Manassas or
Lawrence D. Hughes, City Manager, its authorized representative.

Attest: _____

Andrea C. Madden, Clerk to the City Council

GOVERNING BODY OF THE CITY OF MANASSAS PARK

By: _____

Francis C. Jones, Jr., Mayor of the City of Manassas Park

Attest: _____

Lana A. Conner, Clerk to the Governing Body