

MEMORANDUM OF UNDERSTANDING

1. **Parties** – This Memorandum of Understanding (hereinafter referred to as MOU) is created and entered by and between the City of Leon Valley, a Texas municipality (hereinafter referred to as the City), whose address is 6400 El Verde Rd., Leon Valley, Texas 78238, and Petland Leon Valley, whose address is 7030 Bandera Rd, San Antonio, TX 78238.
2. **Purpose** – The purpose of this MOU is to establish the terms and conditions under which Petland will provide services for accepting for shelter, boarding and eventual adoption services for animals (domestic canines, rescued and/or taken into custody by members of the City of Leon Valley's Animal Control Department.
3. **Term of MOU** – Petland will provide shelter, boarding (4 kennels minimum) and adoptive services from the date this MOU is executed (hereinafter known as the effective date) by the duly authorized representatives of the parties to this MOU and shall remain in effect for three (3) years after the effective date. However, this MOU may be terminated by either party without cause after being in effect for six (6) months from the date of execution with 30 days written notice by either party delivered by hand or by certified mail to the address listed above.
4. **Standard Operating Procedure** - Whenever a canine is taken into custody, City staff will test the animal for Parvo. If the animal tests negative for Parvo it will be transported to Petland by a member of the City's Animal Control Department.
 - a. Petland staff will conduct an interview of the animal to determine if their behavior and demeanor is a good fit with Petland. Petland reserves the right to reject animals at their discretion.
5. **City Responsibilities-** If Petland accepts the animal, the City shall continue to vigorously attempt to locate the animal's owner for a minimum of three (3) days, with the goal of returning the animal to its owner.
 - a. If after a minimum of three (3) days the City has not identified the owner of the animal, the City agrees to pick up the animal and have it vetted and pay for services as requested by Petland. The city will pay for vetting services directly with the serving Vet.
 - i. Dog under 12 weeks of age
 1. DAPP
 2. Bordetella

- ii. Dog over 12 weeks of age
 - 1. DAPP
 - 2. Bordetella
 - 3. Rabies
 - 4. Lepto and 3 weeks later a lepto booster

- iii. Dogs with fleas should be treated with capstar

6. **Petland Responsibilities** – Petland shall keep and provide a minimum of 4 kennels for exclusive use by the City, for animals rescued by members of the Leon Valley Animal Control Department.

- a) Petland agrees to intake small dogs (20 lbs. and under)
- b) Petland agrees to take possession of City animals and hold animals for three (3) days, while City staff attempts to find their owner.
- c) Petland agrees to take possession of City animals for a minimum of 120 days. After the minimum period, Petland can return the animal to the City. Petland reserves the right to maintain possession of animals passed the minimum period; however, Petland must provide notice to the City. If Petland opts to keep the animal past the minimum period, they must keep the animal for a minimum of 45 days.
- d) Petland agrees to provide indoor boarding, food, water, and adoptive services for domestic canines.
- e) Petland agrees to market the availability of City animals on all their platforms as they would for non-city animals.
 - a. City Animals should, at minimum, have the following information posted:
 - i. Presentable photo
 - ii. Breed, if available, if not available then an acceptable title can be designated.
 - iii. Color
 - iv. Gender
 - v. Reference ID
 - vi. Location and contact information
 - vii. Cost for adoption
- f) Petland agrees to provide links of posting to City Staff. City staff will further post the availability of the animals on City platforms.
- g) Petland agrees to charge a maximum of \$250 per animal. All adoption fees collected will belong to Petland.

7. General Provisions

- (a.) Amendments – Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- (b.) Applicable Law – The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the District Court for the County of Bexar, State of Texas.
- (c.) Entirety of Agreement – This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- (d.) Severability – Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- (e.) Sovereign Immunity – The City does not waive its sovereign immunity by entering this MOU and shall fully retain all immunities and defenses provided by law with respect to any action based on or occurring because of this MOU.
- (f.) Third Party Beneficiary Rights – The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only the parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- (g.) Signatures – In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

Signed and executed by both parties on this the ____ day of _____ 2023.

City of Leon Valley, A Texas Municipality

By:_____

Crystal Caldera - City Manager

Approved as to Form:

By:_____

City Attorney

By:_____

Laura Zamora -Petland Leon Valley