

UNIFORM CRITERIA

A. Overview and Authority

1. According to Section 3.05(B) of the Animals Chapter of the City Code: After approval by the Administrator, the Animal Services Manager may place any animal that is suitable for adoption and is not placed for adoption through city facilities, to an approved private non-profit humane shelter or other non-profit animal welfare organization. The Animal Services Manager shall establish an agreement and uniform criteria for the placement of adoptable animals through these organizations and may make surplus adoptable animals available to those animal welfare organizations that meet the criteria. The criteria shall include requirements that animals be vaccinated and sterilized in accordance with applicable law and that the animals be licensed in the jurisdiction where they will be kept, in accordance with applicable law.
2. Pursuant to Section 3.05(B) of the Animals Chapter of the City Code, the Animal Services Manager for the City of Arlington Animal Shelter adopts the following Uniform Criteria.

B. Uniform Criteria for Animal Welfare Organization to Serve as an Adoption Placement Partner for the City of Arlington

1. **Applications and Review by the Animal Services Manager**
 - a. **Definitions:**
 - i. The term “Agreement” shall mean the agreement signed by the representative member of the Organization applying to become part of the program.
 - ii. The term “Animal Services Manager” includes their designee.
 - iii. The term “City” shall mean the City of Arlington.
 - iv. The term “Organization” includes the Animal Welfare Organization and its members applying to become part of the Adoption Placement Partners Program. Their status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Agreement. No term or provision of or act of CONSULTANT or CITY under this Agreement shall be construed as changing that status.
 - v. The term “program” shall mean the Animal Adoption Placement Partner program.
 - b. When an Organization applies to become a member of the Adoption Placement Program. The Animal Services Manager may deny an application for any reason.

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- c. The application must be fully completed by the Organization. Any missing information, including required documents, may result in the denial of the application
- d. The Organization, including any member and including a current or previous organization involving the current members of the applicant:
 - i. has previously violated a provision of any federal law, state law, or local ordinance regarding animals;
 - ii. has been convicted of or received deferred adjudication, deferred disposition, or pre-trial diversion for a criminal violation;
 - iii. has been found liable for an animal-related administrative/civil violation;
 - iv. has been found to have cruelly treated an animal in an animal cruelty hearing; or
 - v. has had a nuisance determination involving an animal-related matter;
- e. The Organization, including any member or previous member, is currently under investigation or has charges pending in any jurisdiction for animal cruelty or for violating any animal-related provision of federal law, state law, or a local ordinance;
- f. The Organization has inadequate or inappropriate facilities for confining the animal and for providing proper care to the animal;
- g. The Organization has previously failed to sign or comply with a transfer agreement with Animal Services that requires the sterilization of adopted animals or other conditions imposed by the Animal Services Manager; or
- h. The Animal Services Manager determines that the health, safety, or welfare of any animal or of the public would be endangered in any way if animals are placed with the Organization. In deciding whether to approve an Organization's application, the Animal Services Manager may:
 - i. consult with the shelter veterinarian, kennel supervisor, other City personnel, any state or federal agency, and other releasing agencies, including animal shelters for another city or county; or
 - ii. review court, criminal, and other records related to the Organization's members as allowed by law.

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- i. If the Animal Services Manager approves the Organization to be placed on a list of approved Adoption Placement Partners, Animal Services will facilitate the release of the animals to the Organization through its usual procedures. If the Organization fails to abide by any procedure involved in the receiving animals, the Organization may be terminated from the program. These procedures will be incorporated in a standard operating procedure as if written word by word into the procedures.
 - j. If the Animal Services Manager denies an Organization's application, the Organization will be provided written notice of the denial by mail to the address provided on the application.
2. **Rabies Vaccination:**
The Organization will ensure that all animals transferred will be vaccinated against rabies no later than **10 days** after the date of transfer or no later than **10 days** after the animal becomes four months old whichever is the later. The Organization shall present proof that such animals have been vaccinated if requested. Failure to comply may result in termination and the Organization shall no longer be eligible to receive animals under the program.
- a. If a veterinarian determines that any animal cannot be given a rabies vaccine for medical reasons, the Organization shall provide documentation.
 - b. If a transferred animal is lost or stolen or dies before the vaccination date, the Organization shall provide documentation of the circumstances.
3. **Sterilization:**
- a. Organization will sterilize all transferred animals over the age of six months no later than 30 days after the date of transfer. All transferred animals less than six months of age must be sterilized before they reach the age of seven months.
 - b. If any animal cannot be sterilized for medical reasons by the sterilization date, the Organization shall provide documentation to the City.
 - c. If a transferred animal is lost or stolen or dies before the sterilization date, Organization shall provide documentation to City.
 - d. Organization shall provide sterilization proof for all animals.

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- e. Organization understands that the sterilization requirement concerns public health and safety. Failure to submit sterilization documentation may result in termination of the Agreement and the Organization shall no longer be eligible to receive animals under the program.
4. **Core Vaccinations:**
- a. Organization must ensure that all **canines** transferred are vaccinated with the following vaccinations: (DA2PP) Distemper (MLV); Adenovirus Type 2 (MLV), Hepatitis (MLV), Para influenza (MLV), and Bordetella (MLV) (Intranasal). All felines transferred are vaccinated with the following vaccinations: Panleukopenia (MLV), Calicivirus (MLV), and Rhinotracheitis (MLV).
 - b. Core vaccinations must be obtained by the Organization at the **Organization's expense** if not complete at the time of transfer. When this situation applies, the Organization shall provide animal services with documentation, if requested. The Agreement may be terminated and the Organization shall no longer be eligible to receive animals under the program if no proof is provided.
5. **Inspection of Facility and Records:** Applicant grants permission for City inspection of facilities where transferred animals are housed. City or its volunteers shall have the right to enter into all parts of the premises at reasonable hours to inspect and require cleaning or require repairs as City may deem necessary for the health and safety of any transferred animals. Also, City shall have the right to inspect any records related to this agreement. Failure to provide access may result in termination of the agreement may be terminated and the Organization shall no longer be eligible to receive animals under the program.
6. **Animal Health:** If a determination is made by a veterinarian that treatment of a sick or injured animal is not a viable option, the Organization will have the animal euthanized by a veterinarian. Failure to comply may result in termination and the Organization shall no longer be eligible to receive animals under the program.
7. **Rehabilitator:** If Organization is a duly authorized rehabilitator, the Organization agrees to provide a copy of its rehabilitator license to City prior to the receipt of any animal. Failure to comply may result in termination and the Organization shall no longer be eligible to receive animals under the program.
8. **Microchip:** Organization shall microchip transferred animals no later than thirty days after the transfer. If more time is needed, the Organization may request an extension. Failure to comply may result in termination and the Organization shall no longer be eligible to receive animals under the program.

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9. **Compliance with State Law and Regulations:** Organization is a releasing agency pursuant to Chapter 828 of the Texas Health and Safety Code. Organization is the owner of the animals placed with the Organization for adoption. Organization will maintain compliance with state laws and regulations regarding sterilization, vaccination, animal shelter standards, and animal care standards. City may terminate the agreement at any time Organization is not in compliance with any federal, state or local law or regulation and the Organization shall no longer be eligible to receive animals under the program.

10. **INDEMNIFICATION: ORGANIZATION** does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of ORGANIZATION, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and ORGANIZATION will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, ORGANIZATION agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by ORGANIZATION to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

11. **TERMINATION:** This agreement may be terminated at any time with or without cause by CITY or ORGANIZATION upon written notice sent by mail or email to the signing parties. The termination shall be effective immediately upon sending the notice.

12. **ASSUMPTION OF RISK:** Understanding that animals may cause personal injury, disease or death or emotional distress, regardless of the animal behavior observed before or after transfer, and understanding that there are serious risks of injury or death inherent with the care and custody of animals such as animal bites and animal attacks on humans, other animals or property as well as the transmission and proliferation of rabies or parvovirus and other diseases, Organization assumes any risk of liability, claims, suits, demands, expenses which may arise by reason of

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injury to persons, or loss of, damage to, or loss of use of any property occasioned by the error, omission or negligent act of the Organization or City.

SIGNED this ____ day of _____, 20__

ORGANIZATION

BY: _____
Printed Name: _____
Title: _____
Address: _____

Web site/email: _____

CITY OF ARLINGTON

REVIEWED BY: _____
Printed Name: _____
Title: _____
Approved:
Denied:
Date: _____