

ORDINANCE NO. 2004-104

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON COUNTY FOR THE IMPOUNDMENT AND DISPOSITION OF DOGS AND CATS AND THE COLLECTION OF FEES PURSUANT TO THE PROVISIONS OF SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the Mayor, or in his absence the Mayor ProTem, is hereby authorized to execute an Interlocal Cooperation Agreement between the City of Denton and Denton County for the impoundment and disposition of dogs and cats, substantially in the form of the copy of which is attached hereto and incorporated by reference herein.

SECTION 2. That the City Council authorizes the collection of all fees as provided pursuant to the provisions of said Agreement.

SECTION 3. That this ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 6th day of April, 2004.

Euline Brock
EULINE BROCK, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:
HERBERT L. PROUTY, CITY ATTORNEY

BY: Stephanie Berry

STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF DENTON §

This Agreement made and entered into by and between the City of Denton, Texas, acting herein by and through its Mayor, duly authorized by resolution of the City Council of said City (hereinafter called "CITY"), and the County of Denton, Texas, acting herein by and through its County Judge, duly authorized by court order of the Commissioners Court of Denton County, Texas (hereafter called "COUNTY").

WHEREAS, CITY and COUNTY are both local governments with the authority and power to contract; and

WHEREAS, CITY is engaged in the services of holding and disposing of dogs and cats for the benefit of the citizens of Denton; and

WHEREAS, CITY is the owner of certain facilities and equipment designed for the holding and disposition of dogs and cats and has in its employ trained personnel whose duties are related to the use of such facilities and equipment; and

WHEREAS, COUNTY desires to obtain impoundment and disposition services for dogs and cats rendered by CITY, as more fully hereafter described, for the benefit of the residents of the Denton County, Texas; and

WHEREAS, COUNTY and CITY mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act and contract pursuant thereto; and

WHEREAS, COUNTY and CITY have the authority to perform the services set forth in this Agreement individually in accordance with Texas Government Code §791.011(c); and

WHEREAS, COUNTY will make all payments for services out of available current revenues and CITY agrees that the payments made by COUNTY hereunder will fairly compensate it for the services provided;

NOW, THEREFORE, the COUNTY and the CITY, for the mutual consideration hereinafter stated, agree as follows:

1.

A. COVENANTS OF THE CITY OF DENTON:

1. Holding of Dogs and Cats. CITY agrees to accept and hold dogs and cats lawfully impounded by authorized representatives of COUNTY under the following terms and conditions:

- a. Holding Period for Dogs and Cats. CITY agrees to hold such dogs and cats for a period of ninety-six (96) hours from the time they are accepted by the Animal Control Center in order to allow the owners of the impounded animal a reasonable amount of time to reclaim the impounded animal. If the animal is not reclaimed within the ninety-six (96) hour period, the ownership of the animal shall revert to the Animal Control Center. Animals will be humanely destroyed or placed for adoption at the discretion of the Animal Control staff.
- b. Holding Fees for Impounded Dogs and Cats. For the purpose of this Agreement, CITY will charge Fifteen Dollars (\$15.00) for first day or part of a day and Five Dollars (\$5.00) for each subsequent day holding fee that an animal is held at the Animal Control Center. In determining the meaning of the term "animal" as used herein, it is agreed that a pregnant animal which has its litter while being held, or an animal which is nursing its litter and is being kept in the same cage, will be considered one animal for the assessment of charges provided for in this Agreement. This fee will be assessed against the owner of the animal at the time the animal is reclaimed. No animal will be released until all applicable fees are paid in full.
- c. Holding of Quarantine Animals. CITY agrees to accept and hold rabid suspects in quarantine for COUNTY when conditions permit, and such action is authorized by a representative of COUNTY.
- d. Holding Fees for Quarantined Animals. The holding fee for quarantined animals shall be Fifteen Dollars (\$15.00) for the first day or part of a day and Five Dollars (\$5.00) for each subsequent day that the animal is held.
- e. Head Shipments and Rabies Testing. Upon request of COUNTY, CITY will provide for the removal and shipment of heads of rabid suspects for clinical rabies testing at the Texas Department of Health. The fee for this service shall be Seventy Dollars (\$70.00) for each head shipped.

B. COVENANTS OF DENTON COUNTY:

1. Financial Responsibilities. In order to reimburse CITY for its costs incurred under this Agreement, COUNTY agrees to pay for the holding fees and euthanasia fees on dogs and cats received from COUNTY or its authorized agent if the animal(s) is not reclaimed by the owner. These fees will be assessed on the following basis:
 - a. Euthanized Animal: Fifteen Dollars (\$15.00) for the first day or part of a day and Five Dollars (\$5.00) for each subsequent day holding fee for each animal as determined herein, plus Thirty Dollars (\$30.00) euthanasia fee.

- b. Adopted Animal: Fifteen Dollars (\$15.00) for the first day or part of a day and Five Dollars (\$5.00) for each subsequent day holding fee for each animal as determined herein.
 - c. Head Shipments: Seventy Dollars (\$70.00) shipping fee.
 - d. Carcass disposal: Five dollars (\$5.00).
2. CITY will collect impound fees duly authorized by COUNTY and as specified in this paragraph from the owners of dogs and cats received from COUNTY. Impound fee monies will be applied to fees owed CITY by COUNTY for animals not reclaimed by the owner:

IMPOUND FEE

- 1st Impoundment - \$20.00
- 2nd Impoundment - \$30.00
- 3rd Impoundment - \$45.00
- 4th Impoundment - \$70.00

3. COUNTY agrees payment shall be made within forty-five (45) days of receipt of invoice by COUNTY.

2.

CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all CITY's employees and agents, CITY's subcontractors and/or contract laborers doing work under a contract or agreement with CITY in performance of this Agreement with COUNTY. COUNTY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all COUNTY's employees and agents, COUNTY's subcontractors and/or contract laborers doing work under a contract or agreement with COUNTY in performance of this Agreement with CITY. It is further agreed that if claim or liability shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them comparatively in accordance with the laws of the State of Texas. This paragraph shall not be construed as a waiver by either party of any defenses available to it under the laws of the State of Texas. It is understood that it is not the intention of the parties hereto to create liability for the benefit of third parties, but that this Agreement shall be for the benefit of the parties hereto.

3.

The fact that COUNTY and CITY accept certain responsibilities relating to the collection and impounding of dogs and cats under this Agreement as part of their responsibility for providing protection for the public health and welfare and, therefore, makes it imperative that the performance of these vital services be recognized as a governmental immunity shall be, and is hereby invoked to the full extent possible under the law. Neither CITY nor COUNTY waives or

shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against the claims arising from the exercise of governmental functions.

4.

The term of this Agreement shall be in one-year increments, beginning on January 1, 2004 and continuing to December 31 of the following year and thereafter from year to year until terminated in accordance with this Agreement.

5.

Either party may terminate this Agreement at any time without cause by giving 90 days advance notice in writing to the other, specifying the date of termination. If either party breaches a provision of this Agreement, the other party shall give the defaulting party written notice of the default. Should the defaulting party fail to correct the default within thirty days of the date notice of default is sent, the other party may declare the Agreement terminated. COUNTY shall be liable to CITY pro rata for the payment of emergency medical services provided up to the date of termination.

6.

This Agreement represents the entire and integrated agreement between CITY and COUNTY and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and COUNTY.

7.

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

8.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

9.

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in duplicate originals this the 6th day of April,
2004.

CITY OF DENTON, TEXAS

BY: Euline Brock
EULINE BROCK, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:
HERBERT L. PROUTY, CITY ATTORNEY

BY: Stephanie Benz

DENTON COUNTY, TEXAS

Mary Horn
COUNTY JUDGE 3-9-04

ATTEST:
DENTON COUNTY CLERK

BY: Kathleen Brandt

APPROVED AS TO LEGAL FORM:
DISTRICT ATTORNEY

BY: Thomas F. Leaver

