

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS, AND
DENTON COUNTY, TEXAS, FOR THE SERVICES OF HOLDING AND
DISPOSITIONING OF ANIMALS**

THIS AGREEMENT is made and entered into by and between the City of Denton, a Texas home rule municipal corporation (hereinafter "City") and Denton County, Texas (hereinafter "Denton County" or "County"), a duly organized political subdivision of the State of Texas engaged in providing services to the public, each acting by, though, and under the authority of their respective governing bodies and officials. Denton County and the City are referred to individually as "Party" and are collectively referred to herein as "Parties." This Agreement is for the purpose of establishing a framework for the roles and responsibilities related to the services of holding and dispositioning of animals for the public health and welfare. This agreement supersedes and replaces all prior agreements between the parties regarding the services of holding and dispositioning of animals.

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, dispositioning, and disposing of animals for the benefit of citizens of Denton; and

WHEREAS, CITY is the owner of certain facilities and equipment designed for the holding and disposition of animals which the COUNTY desires to access and utilize, as more fully hereafter described, for the benefit of the residents of Denton County, Texas; and

WHEREAS, CITY has in its employ trained personnel whose duties are related to the impoundment and dispositioning of animals which the COUNTY desires to obtain as rendered by CITY, as more fully hereafter described, for the benefit of the residents of Denton County, Texas; and

WHEREAS, CITY and COUNTY have the authority to perform the services set forth in this Agreement individually in accordance with Texas Government Code SS 791.001(c); and

WHEREAS, COUNTY will make payment to the CITY for services rendered from its current revenues and CITY agrees that the payments made by COUNTY hereunder will fairly compensate it for the services provided;

NOW THEREFORE, the Parties, for the mutual consideration hereinafter stated, agree as follows:

A. COVENANTS OF THE CITY OF DENTON

1. **Holding of Domestic Animals** CITY agrees to accept and hold domestic animals lawfully impounded by authorized representatives of COUNTY under the following terms and conditions:

a. **Holding Period for Domestic Animals** CITY agrees to hold such animals for a period of seventy-two (72) hours from the time they are entered into the shelter management system. If the animal is not reclaimed within the seventy-two (72) hour period, the ownership of the animal shall revert to the COUNTY who will be

responsible for the disposition of the animal at the discretion of the COUNTY Animal Control staff.

- b. Holding of Quarantine Dogs and Cats CITY agrees to accept, and hold rabid suspects in quarantine for COUNTY when conditions permit, and such action is authorized by a representative of CITY.
- c. Head Shipments, 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 or provide for the shipment of a specimen for necropsy to an outside vendor.
- d. Necropsy Upon request of COUNTY, CITY will provide for the removal and provide for the shipment of a specimen for necropsy to an outside vendor.
- e. CITY reserves the right to refuse acceptance of any animal, where, in the opinion of the Animal Services Manager, or their designee, CITY does not have facilities, capacity or expertise appropriate or available to accommodate the needs of such animal.
- f. Unless otherwise specified by COUNTY Animal Control staff at the time of intake and noted in the shelter management software, CITY will release an impounded animal to any person who claims to be and has evidence of the ownership of such animal and in accordance with CITY's reclaim requirements and fees. CITY will collect and retain all fees duly authorized by COUNTY and as specified in this paragraph from the owners of animals received from COUNTY. The below fees are the current fees but are subject to change depending on City Council action. Further, if the City Council amends the schedule of fees the City will notify COUNTY of the change in writing within 30 days.

IMPOUND FEES

Class A, Unaltered Animal

1 st Impound	\$55
2 nd Impound (requires sterilization)	\$80
3 rd + Impound	\$105

Class B, Altered Animal

1 st Impound	\$25
2 nd Impound	\$35
3 rd + Impound	\$50

DAILY HOLDING FEES

1 st day or part of day	\$15
Each subsequent day	\$15
Quarantine- 10 days	\$150

2. **Facility, Equipment and Vaccinations** CITY agrees to provide access to, and use of the shelter facility, shelter management system, equipment and medicines related to the intake exam and vaccination of domestic animals, and equipment related to the performance of euthanasia. CITY will not provide controlled drugs to COUNTY for the performance of euthanasia.

3. **Medical Treatment** CITY will provide basic in-house medical treatment for animals brought in by COUNTY as able with in-house veterinary staff.
4. **Invoicing for Services** CITY agrees to provide a monthly invoice for services rendered in accordance with the schedule of fees outlined in section C. SCHEDULE OF FEES. COUNTY agrees payment shall be made within forty-five (45) days of receipt of invoice by COUNTY from their current revenues.

B. COVENANTS OF THE COUNTY

1. **Notification of Impoundment**
 - a. COUNTY will provide notification to the CITY Animal Services Manager, or their designee, a minimum of thirty (30) minutes prior to arrival of the animal at the shelter.
 - b. For public drop offs, COUNTY will notify the CITY Animal Services Manager, or their designee, a minimum of thirty (30) minutes prior to arrival of the animal at the shelter. The COUNTY Animal Control Staff authorizing the impoundment will provide to the CITY;
 - i. Name and phone number of person making drop off
 - ii. Species, breed, size of animal
 - iii. Any other information pertinent to the animal
2. **Stray Foster** When able, the COUNTY will arrange for a finder to retain a stray animal in lieu of bringing the animal to the shelter. The COUNTY officer will enter the animal into the shelter management system to begin the seventy-two (72) hour stray hold period. If the animal is not reclaimed within the seventy-two (72) hour stray hold period, the ownership of the animal will revert to the COUNTY who will be responsible for the disposition of the animal at the discretion of the COUNTY Animal Control staff.
3. **Animal Intake** COUNTY will perform intake exam, including vaccinations, for any animal brought to the shelter for holding or impoundment. COUNTY will complete all necessary intake paperwork and fully and completely record the animal in the shelter management software.
 - a. Any COUNTY animal that is declared a ward of the Court due to abuse or neglect, or any COUNTY animal being impounded where COUNTY intends to pursue legal action, must first be taken to a veterinary hospital for a complete medical examination prior to impoundment at the shelter.
4. **Euthanasia**
 - a. COUNTY accepts full responsibility for performing euthanasia procedure for any animal it deems must be euthanized.
 - b. COUNTY agrees to provide their own controlled substances for performing euthanasia and to fully and completely document any procedures in accordance with DEA and CITY requirements in the shelter management software.
5. **Animals Requiring Medical Attention**
 - a. Any COUNTY animal in need of reasonable medical attention must be taken to a veterinary hospital by COUNTY Animal Control staff prior to bringing the animal to the shelter. CITY is under no obligation to impound or hold an animal

that it deems in need of medical attention, such determination is in the sole discretion of the CITY Animal Services staff.

- b. Should any COUNTY animal need medical attention while impounded at the shelter which the CITY cannot reasonably provide, COUNTY will collect the animal and transport to a veterinary hospital for treatment. Such cost for veterinary treatment shall be borne solely by COUNTY.
- 6. **Quarantine Animals** If the results of quarantine are negative for rabies, animals quarantined by COUNTY must be either reclaimed by their owner or dispositioned by COUNTY Animal Control staff no later than forty-eight (48) hours after the expiration of the quarantine period.
- 7. **Payment for Services** COUNTY agrees to pay all fees associated with services rendered to the CITY as invoiced monthly by the CITY in accordance with the schedule of fees outlined in Section C. SCHEDULE OF FEES.

C. SCHEDULE OF FEES

<u>Description</u>	<u>Fee</u>
DSHS Head Shipment for rabies specimen	\$125
Animal Quarantine- 10 days	\$150
Necropsy	At cost
Animal Holding	
Impound Fee	\$50
1-3 days	\$15 per day
4 days	Previous fee above + \$150 sterilization fee and \$15 for 4 th day
5+ days	All holding fees above plus \$15 for each day in care beyond 4 days
Intake Exam (for public drop off)	\$55
Medical Services	
Treatment for common illness in-house	\$150
X-rays	\$100

PCR Test	\$150
Outsourced medical services	At cost
Sterilization Surgery	\$150
Carcass Handling/Dead Animal Disposal Fee	\$50

D. LIABILITY AND IMMUNITY

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 increase liability for the benefit of third parties, but that this Agreement shall be for the benefit of the parties hereto.

The fact that COUNTY and CITY accept certain responsibilities relating to the collection and impounding of animal under this Agreement as part of their responsibility for providing protection for the public health and welfare and, there ore, makes it imperative that the performance of these vital services be recognized as 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 herby to waive any immunity or defense that would otherwise be available to it against the claims arising from the exercise of governmental functions.

E. TERMS AND TERMINATION

The initial term of this Agreement is from the date of execution until December 31, 2025. Thereafter, the Agreement shall automatically renew for successive one-year periods, unless terminated by delivering written notice of non-renewal at least sixty (60) days prior to the end of that term. Notice shall be effective upon actual receipt (or upon posting of certified mail), if directed to the attention of the following individuals:

City Manager
 City of Denton
 215 E. McKinney
 Denton Texas, 76201

Denton County Judge
 Denton County Commissioners Court
 1 Courthouse Drive, Ste 3100
 Denton, Texas 76201

With Copies to:

Director
City of Denton
Animal Services
3717 N. Elm
Denton, Texas 76207

Denton County Sheriff
Denton County Sheriff's Office
127 N. Woodrow Lane
Denton, Texas 76205

Assistant District Attorney
Counsel to the Sheriff
127 N. Woodrow Lane
Denton, Texas 76205

F. SUPERSEDE

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.

G. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless doing so would undermine the purposes of the Agreement.

H. GOVERNING LAW

This Agreement is entered into subject to the City Charter and Ordinances of the City of Denton as they may be amended from time to time and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal law. COUNTY enters into this Agreement subject to its policy and applicable laws of the State of Texas and the United States. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes including performance and execution.

I. AUTHORIZED PARTIES

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 not in full force and effect.

[signature page to follow]

EXECUTED in duplicate originals and dated below.

CITY OF DENTON, TEXAS
Sara Hensley, City Manager

By: _____

DATE: _____

DENTON COUNTY COMMISSIONERS COURT
Andy Eads, County Judge

By: _____

DATE: _____

Tracy Murphee, Sheriff

By: _____

DATE: _____

ATEST:

LAUREN THODEN, CITY SECRETARY

BY: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

MACK REINWAND, CITY ATTORNEY

BY: _____

DATE: _____