

Real Property

From: Brian Lee <titusjudge@gmail.com>
Sent: Tuesday, May 07, 2019 8:50 AM
To: realproperty@co.titus.tx.us
Subject: FW: Animal Services Contract
Attachments: Animal Control Contract with Titus County 2019-2020.pdf; Animal Control Contract with Titus County 2019-2020.pdf

From: Wayne Isbell [mailto:wisbell@mpcity.org]
Sent: Wednesday, March 27, 2019 5:53 PM
To: titusjudge@gmail.com
Cc: Mike Ahrens; Wayne Isbell
Subject: Animal Services Contract

Judge, please see the attached contract for Animal Services. I am asking that you try to have it as an agenda item in April if possible. This contract will not start until Oct. 1. Getting this approved now will assist the City in our budgeting. There are a few changes to the contract:

- Section 1: #4. Delivery of animals to the shelter will be while animal control employees are on site. This change is due to issues with sick or injured animals being delivered at night by various entities. These after hours deliveries have caused health and sanitary issues for the animals and employees. In addition after hour deliveries requires the PD pulling officers off the streets to accept the animals. PD staffing for calls for service can no longer handle this function. To help with receiving animals after hours, each entity will be offered on holding kennel for their facility free of charge. This will allow the Sheriffs Office to hold the animal until Animal Services opens.
- Section 1: #6. The City will continue to take impounded **Dangerous** dogs from the County. The change is with how billing occurs. If a County official orders and delivers a dangerous dog for the City to hold then the County will be billed. Any medical issues will be covered by the City but billed to the County. The city has tried billing the county dog owners in the past but many have refused to pay. The County will be billed for the dangerous dog impoundment as per the contract. The County will be responsible for billing the county resident to get reimbursed.
- Section 3: #1. The monthly rate is going from \$3,399.66 to \$3,600.00 The number of County animals coming to the facility in 2018 accounts for 32% of animals received. The 2017-2018 Animal Shelter budget was \$282,949. The 2018-2019 Animal Shelter budget is \$287,453. The County is still getting a very fair rate with the City absorbing much of the cost to house county animals.
- Section 4: #2. The City is adding a separate one time payment of \$5,000 to cover the cost of equipment needs and supplies per contract year.

If you have any questions please call me. As always, thank you!

Wayne Isbell, *Chief of Police*
Mount Pleasant Police Department
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Mount Pleasant, Texas 75455
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AGREEMENT FOR ANIMAL SERVICES

This agreement made and entered on this ___ day of April, 2019, by and between the **CITY OF MOUNT PLEASANT, TEXAS** (hereinafter called "City") and **TITUS COUNTY**, Titus Texas, Texas, (hereinafter called "County"), an Agreement concerning Animal Services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and the Titus County concerning animal control and protection services. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Vernon's Annotated Civil Statutes, Texas Government Code.

WITNESSETH:

WHEREAS, the City of Mount Pleasant operates a department known as Animal Services, operates and maintains a shelter for dogs and cats, and has personnel certified by the State of Texas as Animal Control Officers; and

WHEREAS, Titus County desires to provide animal protection services for residents of unincorporated Titus County, this agreement is herein acknowledged and approved.

AGREEMENT

NOW, THEREFORE, in consideration of services provided, it is agreed as follows:

SECTION 1: GENERAL

1. The City will only accept impounded or owner relinquished dogs and cats from Titus County residents who do not live within a corporate city limit in Titus County under this agreement. (Dogs and cats shall hereinafter be called animals.)
2. Employees from the City of Mount Pleasant will not respond outside the incorporated city limits of Mount Pleasant to receive any animal(s) from the County. Animals must be brought to the Mount Pleasant Animal Services Center at 300 Enterprise Way by a Titus County official or unincorporated County resident.
3. Unincorporated County residents will be allowed to relinquish ownership of an animal, upon payment of current and appropriate fee(s) of \$25 for each animal. If an owner requests the animal be euthanized, a \$15 fee is included in the fee structure per animal. If an unincorporated county resident finds an animal and delivers it to the shelter, no payment will be required.
4. Animals collected by a County official and brought to the Mount Pleasant Animals Services Center will be received during operating hours Monday – Saturday 8 a.m. to 5

p.m. No animals will be accepted after business hours when the facility is not operated by an Animal Services employee. If the facility is closed to the public but not closed for delivery under this contract, the delivering official will contact the Animal Services emergency number for assistance. If no answer, the delivering official will contact the Mount Pleasant Police Department to assist with contacting an Animal Services official for assistance.

5. The City of Mount Pleasant will not accept animals that appear to be sick or injured.
6. Dangerous dogs impounded by the County that have bitten or otherwise deemed dangerous by a County official will be accepted by the City for a fee of \$30 per day housed. The City will hold the animal until a County official signs a request for release. If the County requests the animal be euthanized the County will pay a \$15 fee to cover the cost of euthanizing the animal. If the County requests a medical specimen submission, the County will pay for any costs associated with the submission plus a \$30 fee for services provided. The County will be billed for such services by the City, per animal.
7. If the owner of the animal is unknown, the County official who delivers the animal to the City shelter will be required to sign a statement to the fact that the owner of the animal is not known, the animal has not bitten any individual, and that the animal is not suspected of having rabies.
8. The County grants permission to the City to euthanize or place animals for adoption seventy-two (72) hours after delivery to the shelter. Any animal found to be mortally injured or diseased will be euthanized. An owner of an impounded animal who wishes to redeem said animal shall notify and collect the animal at the City Animal Services facility within 72 hours after delivery of the animal. The owner shall comply with all state and Mount Pleasant ordinances, laws, rules and regulations. Prior to redemption of an animal by the owner, the owner must provide proof of current rabies vaccination and pay the City all applicable fees, which shall include current charges for rabies vaccination (\$8.00 if there is no proof of a rabies shot within the last 12 months), microchip (\$10.00 if the animal does not currently have one) and payment of impoundment fees (\$25.00 first day and \$10.00 each subsequent day).
9. Upon receipt of an animal by the City of Mount Pleasant, all State and City of Mount Pleasant ordinances, laws, rules and regulations shall apply to the sheltering, adoption, redemption or euthanizing an animal.
10. Normal animal shelter operating hours for the public will be 10 a.m. to 4 p.m. Monday – Saturday (excluding city holidays). The City reserves the right to adjust hours in accordance with appropriate facilitation of animal control and protection operations.

SECTION 2: LIMITATIONS

1. The City will accept animals only to the extent that holding pens are available.
2. At such time present facilities are deemed to be inadequate, written notification shall be given to the County and both parties shall seek appropriate alternatives to alleviate inadequacies.

SECTION 3: PAYMENT AND FEES

1. The County shall pay to the City \$3,600.00 monthly for the services provided under this Agreement. Payments shall be made to the City of Mount Pleasant, without demand, on or before the 15th day of each month, beginning *October 1, 2019* after execution of this agreement by both parties.
2. Separately from the monthly fee, The County agrees to make a separate payment of \$5,000.00 by October 15 of each year, without demand, to pay for equipment needs for the City of Mount Pleasant Animal Services Facility. Equipment purchases will become the permanent property of the City.
3. Unless specifically stipulated, all fees and payments noted are payable to and will be retained by the City of Mount Pleasant.
4. On each October 1 after the execution of this Agreement and after the first 365 days of the contract, the monthly payment rate shall be subject to increase by the average of the Consumer Price Index (CPI) for the proceeding twelve (12) month period. The CPI shall be based on the index entitled "Dallas – Fort Worth" from the U.S. Department of Labor, Bureau of Labor Statistics publication entitled "Southwest Statistical Summary, Consumer Price Index – for all Urban Consumers (CPI-U)."
5. Payments for services under this Agreement must be made from current revenues available to the paying party.

SECTION 4: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that Titus County hereby now agrees, and by these presents does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance of this contract.

SECTION 5: EFFECTIVE DATE

The effective date of this agreement shall be the 1st day of October 2019 and shall be renewed annually as to all provisions of this Agreement.

SECTION 6: TERMINATION/ DEFAULT

1. As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or Titus County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement, except the payment of any past due monetary obligations owed to the City of Mount Pleasant.
2. This agreement shall remain in effect unless sixty (60) days written notice is given by either entity to the other.

CITY OF MOUNT PLEASANT

BY: _____
Mayor

ATTEST:

Darleen Denman, City Secretary

TITUS COUNTY, TEXAS

BY: _____
County Judge

ATTEST:

County Secretary