

**RESOLUTION NO. 2002-12-03**

**A RESOLUTION OF THE CITY OF WESTON, TEXAS, COLLIN COUNTY, TEXAS, AUTHORIZING THE SPCA OF MCKINNEY, TEXAS TO ACT AS AGENT TO ENFORCE WESTON CITY ORDINANCE NO. 98-06-04 PERTAINING TO ANIMAL CONTROL WITHIN THE CORPORATE CITY LIMITS OF SAID CITY FOR THE FISCAL YEAR 2002-2003.**

**WHEREAS**, the City of Weston has enacted Ordinance No. 98-06-04 establishing regulations regarding animal control within the corporate limits of the City;

**WHEREAS**, the City of Weston desires that the SPCA of McKinney, Texas act as its agent to enforce said Ordinance; and

**WHEREAS**, the SPCA of McKinney is qualified and has agreed to act as agent for the city to administer and enforce said Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** that the Weston City Council hereby authorizes the SPCA of McKinney, Texas to act as agent for the City of Weston to administer City Ordinance No. 98-06-04 to protect the health, safety, and welfare of the citizens of the City of Weston.

**ADOPTED** by the City Council of the City of Weston, Texas on this the 10<sup>th</sup> day of December, 2002.



APPROVED BY:

Patti Harrington  
Patti Harrington, Mayor

ATTEST;

Michele Smith  
Michele Smith, City Secretary

## AGREEMENT FOR ANIMAL CONTROL SERVICES

This agreement is entered into this 1<sup>st</sup> day of October, 2002, by and between the City of Weston, within the State of Texas, and

**The Society for the Prevention of Cruelty to Animals  
of Texas  
362 Industrial Boulevard  
Dallas, Texas 75207**

NOW THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the parties agree as follows:

### SECTION 1 PURPOSE

#### 1. ANIMAL CONTROL ENFORCEMENT:

The Contractor shall be responsible for the enforcement of animal regulatory ordinances. In carrying out this responsibility, the Contractor shall:

- A. Respond to calls seven (7) days per week with trained animal control personnel to provide animal control services.
- B. Provide 24 hour emergency on-call service. All calls will be handled during regular business hours of 9 AM to 6 PM Monday through Saturday. Only emergency calls will be responded to after 6 PM on Monday through Saturday and all day on Sunday, and on Holidays as an on call service. Emergency calls must come via the Sheriff's department or the city's police department with the guidelines set up by the City as to the definition of an emergency. The definition of emergency calls is as follows:
  1. Animal bite to human.
  2. Seriously injured or sick animal.
  3. Police assistance calls.
  4. Special circumstances as ordered by the Mayor/designee.
- C. Investigate complaints.
- D. Apprehend and impound stray animals. An animal control officer may, at his/her discretion, return the animal to the owner, if known, and issue a written or verbal warning to the same.
- E. Secure evidence of suspected violators.
- F. Issue citations for the violation of animal regulatory ordinances and testify in court, when so required.
- G. Impound for rabies observation on a 24 hour basis and in accordance with state law and local ordinances regulating rabies suspicious animals.

- H. Have ability to submit animal brain to Texas Department of Health certified laboratory for rabies diagnosis.
- I. Provide quarterly reports pertaining to the enforcement activities.
- J. Quarantine animals, under the guidelines of the Texas Department of Health.
- K. To provide shelter facilities and shelter services for the handling of all animals from the City, whether they be stray, impounded, or otherwise turned over to the Contractor by the city residents or officials.
- L. Arrange for the humane destruction and disposal of animals as required. Such disposal and destruction shall be accomplished in a manner approved by the Humane Society of the United States, which shall not subject such animal to unnecessary pain.
- M. Provide for the removal of small dead animals from the streets within the City limits of Weston.
- N. The contractor shall maintain for a period of three (3) years, from the date that the animal was impounded, records of all animals returned to owner by classification of animal and name, which reasonably verify the first, second and third offense status of animals.

## **2. LICENSING:**

The contractor agrees to be responsible for providing all services and materials necessary to establish and maintain a registration (licensing) and canvassing program. Contractor shall make every effort to register (license) all dogs and cats belonging to residents of the City. Contractor shall issue registrations (licenses) on a continual basis from its mobile units, the animal shelter or other locations. All fees collected shall become the property of the Contractor.

Registration fees for animals impounded by the SPCA at the time of redemption by the animal owner shall be \$10.00 for unaltered animals and \$5.00 for altered animals.

## **3. ANIMAL CONTROL OFFICERS:**

All officers shall be suitably uniformed to present a clean, respectable image to the public. All enforcement officers will be trained in the issuance of criminal complaints and citations, as well as investigation, report preparation and court procedure. The Contractor shall provide training as to methods of animal control and handling procedures.

## **4. HOLDING PERIODS AND FEES**

- A. The holding period for an unlicensed animal shall be seventy-two (72) hours from the time of impoundment. The holding period for licensed animals is at least one hundred sixty eight (168) hours from notification to the owner, whether by telephone, personal visit or letter.
- B. The Contractor shall be entitled to charge and collect impound fees from dog owners. Fees for the impounding and boarding of animals during an impound period will be set by the contractor. Any and all amounts paid to the Contractor by owners of impounded animals under the terms of this agreement shall be retained by the Contractor.



- C. Any animal that is not claimed in accordance with paragraph A of this section shall become the property of the contractor.

## **SECTION II INSURANCE**

The Contractor shall provide a copy of Certificate of Insurance to the City showing the following insurance coverage to be in force throughout the term of the Contract:

1. Worker's Compensation in accordance with the State Territorial Worker's Compensation Laws; and Employer's Liability Insurance.
2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions fully insuring contractor's and/or subcontractor's liability for injury to, or death of, third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

Each insurance policy to be furnished by successful offerer shall include, by endorsement to the policy, a statement that a notice shall be given to the City by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

## **SECTION III DEFINITIONS**

1. Animal Control Services as contained in the City's Animal Control Regulations (see attached).
2. Animal as defined in the City's Animal Control regulations attached.

## **SECTION IV DURATION OF CONTRACTUAL AGREEMENT**

This contract, which terminates as of its effective date all prior agreements, written or oral, between the parties concerning the same services, shall become effective on the 1st day of October 2002, and continuing through and including the thirty first day of September 2003.

## **SECTION V TERMINATION OF CONTRACT**

This contract shall remain in effect until the thirty first day of September 2003. Either party may terminate this contract with ninety (90) days' written notice stating therein the reasons for such cancellation.

## **SECTION VI CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing and agreed upon by both the City and the Contractor.

## **SECTION VII CONFLICT OF INTEREST**

No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated Local Government Code Title 5, Subtitled C, Chapter 171.

## **SECTION VIII ADDITIONAL OBLIGATIONS**

1. **Liaison Officer.** The Executive Director for the Society for the Prevention of Cruelty to Animals of Texas or his/her designee shall act as the Contractor's liaison officer with the City. The Mayor of the City, or his/her designee, shall act as liaison officer of the City with the Contractor and shall be responsible for the administration and enforcement of this agreement. All reports, recommendations, and any and all other correspondence shall be directed to the Mayor, or his/her designee, whose duty it shall be to see that the terms of this Agreement are complied with and to keep the City Council informed as to the status of the Agreement with the Contractor.
  
2. **Confidentiality.** The Contractor shall, to the extent allowed by law, keep all information it receives concerning complaints and witnesses, and the names, addresses, and telephone numbers of license holders confidential. The Contractor shall, to the greatest extent possible, protect an individual's right to privacy and shall neither circulate, nor permit to be circulated this information for any purpose(s) unrelated to the scope of this Agreement. The Contractor shall have the right, however, to release that information which may be necessary for the location of animal's owners or for the acquisition of consent for veterinary and related medical treatment.
  
3. **Mutual Cooperation.** The City shall provide all reasonable cooperation and assistance to the Contractor, its officers, agents, and employees in order to facilitate and accomplish the mutual objectives of this Agreement. All animal control housing forms shall be issued in the name of the Contractor and supplied by the Contractor to the City at the Contractor's expense. The City shall use such items only in strict confidence, with the instructions and limitations set by the Contractor.

## **SECTION IX ASSIGNMENT**

The Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.



**SECTION X  
VENUE**

This contract will be governed and construed according to the laws of the State of Texas and is performable in the City of Weston, County of Collin, Texas.

**SECTION XI  
COMPENSATION AND PAYMENT**

1. Payment will be made monthly in monthly installments of \$170.00, totaling \$2040.00 for the 2002-2003 term of this contract, on or about the fifth (5<sup>th</sup>) day of each month beginning the first day of October 2002.
2. In addition, all revenue collected for impounding, boarding, disposing and adoption of animals shall accrue to and become the property of the Contractor.
3. **Animal Boarding Surcharge.** This paragraph shall apply to special and/or unforeseen expenses incurred by the Contractor in the performance of long-term boarding services for animals impounded pursuant to this agreement which are in the process of litigation or are in other unusual circumstances outside the scope of what the Contractor shall deem to be its obligations outlined in Section I. These expenses include, but are not limited to, charges for one-term and specific quarantine and bite cases and animals involved in an investigation of charges of cruelty to animals. The Contractor shall provide such animal boarding services to the City Administrator or his/her designee, based on the following conditions:
  - A. Eight Dollars (\$10.00) per day or any part thereof.
  - B. No charge shall be made to the City for the first three (3) days of impoundment, but the Contractor is not precluded from recovering said charges from otherwise responsible persons.
  - C. Where the contractor has accepted animals for boarding for which it feels it is entitled to fees allowed hereunder and has not obtained City authorization for whatever reason it shall give two (2) days' written notice to the City that it intends to terminate the boarding of these animals. Absent notification within two (2) days from the receipt of the notice by the City, the Contractor may proceed to dispose of the animals without any further responsibility and/or obligation to the City and/or to any City resident.
  - D. Where the Contractor, through its authorized personnel, reasonably determines that an animal boarded under the authority of this Paragraph 3, Section XI is in need of immediate veterinary care, the cost of such care shall be billed to the City. Any charges accrued under this Paragraph 3; Section XI shall be added to the next monthly payment.
4. **Veterinary and Related Medical Care.** The contractor shall provide maintenance-level veterinary and related medical care for sick or injured animals brought to the shelter facilities and those, which become sick during impoundment. Both parties agree that any charges for such care shall be considered as already included in the monthly

payment to be made by the City and that no additional monies are to be paid by the City for this particular care. This provision, however, does not apply to the veterinary care described in Paragraph 4C, Section XI. If an animal is reclaimed by its owner, then such owner shall be responsible for all veterinary and related medical costs and the Contractor is not precluded from recovering these costs from the owner.

5. The City will allow promotion of the SPCA of Texas through normal city outlets such as water bills, newsletters, bulletins, etc.

## SECTION XII INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the City of Weston and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful offerer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, this contract. The Contractor shall pay any judgment with cost which may be obtained against the City of Weston growing out of such injury or damages.

Executed by:

\_\_\_\_\_  
Authorized Representative  
City of Weston

\_\_\_\_\_  
Warren Cox  
Executive Director  
SPCA of Texas

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date