

AN ORDINANCE 2009-12-03-0976

AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF ELMENDORF IN AN AMOUNT UP TO \$10,000.00 TO PROVIDE ANIMAL CARE SERVICES TO THE CITY OF ELMENDORF FOR THE PERIOD OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010.

* * * * *

WHEREAS, the City of Elmendorf approached the City of San Antonio Animal Care Services Department (ACS) to request assistance with stray animal pick up and rabies control services; and

WHEREAS, since ACS provides similar services to Bexar County, an agreement was entered into with the City of Elmendorf for one year for the period of August 1, 2008 through July 31, 2009 with the scope of the agreement limited to regularly scheduled coordinated sweeps in the City of Elmendorf; and

WHEREAS, the City of Elmendorf has requested the agreement be renewed for a term of one year beginning October 1, 2009 through September 30, 2010; and

WHEREAS, the City of San Antonio will provide animal care services to the City of Elmendorf; and

WHEREAS, the animal care services shall include, but are not limited to, kenneling and veterinary assistance or euthanasia, as appropriate; **NOW THEREFORE**:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of the Animal Care Services Department or his designee, is hereby authorized to execute an interlocal agreement with the City of Elmendorf in an amount up to \$10,000.00 to provide animal care services to the City of Elmendorf for the period October 1, 2009 through September 30, 2010. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 237000000004, General Ledger 4301110.

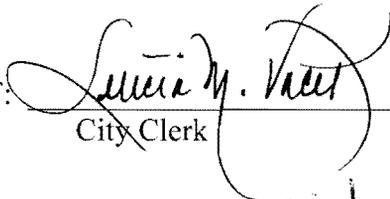
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

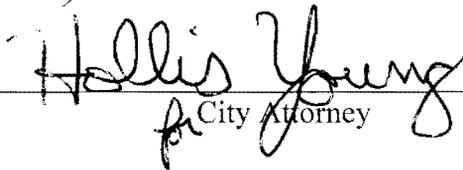
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Item #27

SECTION 4. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 3rd day of December 2009.


M A Y O R
JULIÁN CASTRO

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

Agenda Item:	27						
Date:	12/03/2009						
Time:	04:51:55 PM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the renewal of an interlocal agreement with the City of Elmendorf in an amount up to \$10,000.00 to provide animal care services and quarantine for dogs and cats to the City of Elmendorf for a one-year period beginning October 1, 2009. [T.C. Broadnax, Assistant City Manager; Gary Hendel, Director, Animal Care Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor	x					
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6	x					
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**CITY-CITY INTERLOCAL
ANIMAL CARE SERVICES
AGREEMENT**

This CITY-CITY Interlocal Animal Care Services Agreement (the "Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "San Antonio") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 2009 and the City of Elmendorf ("hereinafter referred to as "Elmendorf") a political subdivision of the State of Texas, both of which may be referred to herein collectively as the "Parties" or singularly as "Party". This Agreement is entered into by the Parties pursuant to authority granted under the Interlocal Cooperation Act being Chapter 791 of the Texas Government Code.

WITNESSETH

WHEREAS Elmendorf is in need of animal and rabies control services within the territorial jurisdiction of the City of Elmendorf; and

WHEREAS, San Antonio possesses the facilities, skills, staff and expertise to provide the required services; and

WHEREAS, the governing bodies of Elmendorf and San Antonio believe it is in the best interest of Elmendorf for San Antonio to provide residents of Elmendorf with animal care services; and

NOW THEREFORE, in consideration of the mutual covenants and agreements stated herein, the Parties agree as follows:

I. PURPOSE

1.1 The purpose of this agreement is to establish the terms and conditions under which San Antonio will provide Elmendorf with limited animal care services, including San Antonio's and Elmendorf's obligations, the cost and the manner and method of payment.

II. TERM

2.1 The term of this Agreement is for one (1) year beginning October 1, 2009 through September 30, 2010.

2.2 This Agreement shall terminate in the event sufficient funds are not appropriated by the City of San Antonio City Council to meet San Antonio's obligations under this Agreement during any fiscal year.

III. SCOPE OF SERVICES

3.1 San Antonio's Animal Care Services Department shall provide the following limited animal care services in accordance with the rules and guidelines specified in the City of San Antonio Ordinance Chapter 5 and applicable state laws.

3.1.1 **Animal Care Services Sweeps** – San Antonio will conduct two coordinated city wide sweeps in Elmendorf per month for a total of twenty-four (24) during the term of the agreement. Elmendorf may request additional sweeps during any given month as long as the total number of sweeps during the term of the agreement totals twenty-four (24). The sweeps will be conducted by two officers in one truck. During a sweep, San Antonio will pick up stray or at large dogs within Elmendorf as well as contained stray dogs. San Antonio will work with Elmendorf local authorities to identify packs of dogs for pick up. San Antonio will impound dogs picked up during a sweep and provide them with food, water, and lodging. San Antonio's Animal Care Services facility, which is open to the public, will allow an owner to reclaim their animal. Animals that are adopted out or reclaimed by their owners will be microchipped, vaccinated and spayed/neutered as applicable. If an animal is not reclaimed by its owner within the time allotted in accordance with San Antonio regulations, it will be placed for adoption or euthanized depending on the behavior and characteristics displayed by the animal as determined by the Director of Animal Care Services or his designee.

3.1.2 **Quarantine for dogs which have bitten another animal or person**—During a sweep, San Antonio will pick up contained dogs which have bitten another animal or person, and impound, provide food and water and lodging in a quarantined area. San Antonio will also impound, provide food and water and lodging in quarantine area to dogs that have bitten at other times outside the date of the sweep as long as Elmendorf authorities transport these animals to San Antonio's Animal Care Services Facility.

3.1.3.1 During the quarantine period, the animal will be monitored for signs of rabies.

3.1.3.2 If needed, the animal will undergo rabies testing in accordance with applicable laws.

3.1.3.3 If the results of quarantine are negative for rabies, the animal can be reclaimed after payment of all applicable fees by the owner. If the animal is not reclaimed upon completion of the quarantine period, the animal will be humanely euthanized and disposed of.

3.2 San Antonio agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

IV. COMPENSATION

4.1 The amount to be remitted to San Antonio for services described in the Scope of Services section above shall be ten thousand dollars (\$10,000.00) for the one (1) year term

of this agreement. Elmendorf shall pay monthly to San Antonio based on the number of sweeps conducted for each month at a rate of four hundred and sixteen dollars and sixty seven cents (\$416.67) per sweep.

4.2 Elmendorf agrees and understands that regardless of the number of stray dogs impounded by San Antonio during a sweep, the rate of each sweep shall remain the same.

V. PAYMENT FOR SERVICES

5.1 San Antonio shall issue a monthly invoice to Elmendorf addressed to:

City of Elmendorf
P.O. Box 247
Elmendorf, TX 78112

Such invoice shall detail the amount of compensation due for animal care services as well as the period of time for which the invoice applies. Elmendorf shall make its payment within thirty (30) days of receipt of each invoice.

5.2 All payments required under this Agreement shall be made payable to the City of San Antonio and forwarded to:

Division of Treasury
P.O. Box 839975
San Antonio, Texas 78283-3975

5.3 Nothing agreed herein shall give Elmendorf, or its residents provided for hereunder, any claim or equity to San Antonio buildings or equipment now existing or acquired during this Agreement.

VI. RECORDS RETENTION

6.1 San Antonio shall retain any and all documents produced as a result of services provided hereunder for a period of three (3) years (hereafter referred to as "retention period") from the date of termination of the Contract unless otherwise specified by San Antonio policies. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, San Antonio shall retain the records until the resolution of such litigation or other such questions.

6.2 San Antonio shall notify Elmendorf, immediately, in the event San Antonio receives any requests for information from a third party, which pertains to the documentation and records referenced herein. Elmendorf understands and agrees that San Antonio will process and handle all such requests, regarding records which are possessed by San Antonio.

VII. TERMINATION

7.1 For purposes of this Contract, "termination" of this Contract shall mean termination by expiration of the Contract term as stated in Article I. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 This Contract may be terminated by San Antonio or Elmendorf upon thirty (30) calendar days written notice to the other party. If such event shall occur, Elmendorf shall reimburse San Antonio all outstanding invoices within thirty (30) days of termination.

7.3 Upon the effective date of expiration or termination of this Contract, San Antonio shall cease all operations of work being performed pursuant to this Contract.

7.4 Within thirty (30) days from the date of the termination of this Agreement, San Antonio shall submit to Elmendorf and Elmendorf agrees to pay for the services performed under this Agreement prior to the effective date of termination which have not been previously invoiced by City to Elmendorf.

VIII. NO INDEMNIFICATION

8.1 San Antonio and Elmendorf acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

IX. INSURANCE

9.1 San Antonio and Elmendorf each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet the statutory obligations of their respective employees.

X. NOTICES

10.1 All notices to be given under this Agreement shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to Elmendorf: Cody Dailey, City Administrator
P.O. Box 247
Elmendorf, TX 78112

If to San Antonio: Animal Care Services
Attn: Director
4710 State Highway 151
San Antonio, TX 28227

XI. AMENDMENTS

11.1 Except where the terms of this Contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both San Antonio and Elmendorf, and subject to approval by the San Antonio City Council, as evidenced by passage of an ordinance.

XII. SEVERABILITY

12.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the San Antonio City Charter, San Antonio City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal, or unenforceable, there be added as a part of the Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIII. LAW APPLICABLE

13.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

13.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in Bexar County, Texas.

XIV. LEGAL AUTHORITY

14.1 The signer of this Contract for Elmendorf represents, warrants, assures and guarantees that he/she has full legal authority to execute this Contract on behalf of Elmendorf

and to bind Elmendorf to all of the terms, conditions, provisions and obligations herein contained.

XV. PARTIES BOUND

15.1 This Contract shall be binding on and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XVI. ASSIGNMENT

16.1 Neither party may assign its rights, privileges or obligations under this Agreement, in whole or in part, without the written consent of the governing body of the other party. Any attempt to assign without such approval shall be void.

XVII. COMPLIANCE WITH LAWS AND ORDINANCES

17.1 The parties hereby agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

XVIII. FORCE MAJEURE

18.1 Neither party shall be responsible for delays or lack of performance by its officials, employees, or agents which result from acts beyond the reasonable control of the party and which by the exercise of due diligence, the party is unable, wholly or in part, to prevent or overcome such as acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods and any other catastrophic event. In the event of any delay or failure excused by this Article, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the delay.

XIX. ENTIRE CONTRACT

19.1 This Contract, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Contract between the parties hereto and contain all of the terms and conditions agreed upon. No other Contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto and duly executed by the parties, in accordance with Article X. Amendments. This Contract shall supersede any and all prior written and oral agreements between San Antonio and Elmendorf.

EXECUTED and **AGREED** to this the _____ day of _____, 2009.

CITY OF SAN ANTONIO

Gary Hendel
Animal Care Services Director

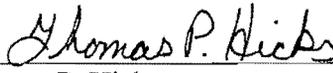
ATTEST:

Leticia M. Vacek
City Clerk

Approved as to Form:

Michael D. Bernard
City Attorney

CITY OF ELMENDORF



Thomas P. Hicks
Mayor