City of Denton Animal Shelter Advisory Committee
Minutes
May 14, 2025

After determining that a quorum of the City of Denton, Texas, Animal Shelter Advisory Committee was present, the Committee convened in a Regular Meeting on Wednesday, May 14, 2025, at 10:00 a.m. in the training room at Linda McNatt Animal Care and Adoption Center, 3717 N. Elm Street, Denton, Texas.

Present: Chair Kathleen Duffy, Members Emily McComas, Jonathan Birden, Wanda Coonce, Lara Tomlin, Charles Hunter.

Absent: None

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- None

2. ITEMS FOR CONSIDERATION

A. **ASAC25-004:** Receive nominations and elect a Chair and Vice-Chair for the Denton Animal Shelter Advisory Committee for 2025.

The item was presented, and discussion followed.

Following discussion, Chair Duffy nominated member Tomlin to service as Chair; Member Coonce seconded. Motion carried.

AYES (6): Chair Duffy, Members McComas, Birden, Coonce, Tomlin, Hunter
NAYS (0):

Member Coonce nominated herself to service as Vice-Chair; Member Hunter seconded. Motion carried.

AYES (6): Chair Tomlin, Members Duffy, McComas, Birden, Coonce, Hunter
NAYS (0):

B. **ASAC25-005:** Consider approval of the minutes for March 12, 2025.

The item was presented, and discussion followed.

Following discussion, Member Birden moved to adopt the item as presented; Member Coonce seconded. Motion carried.

AYES (6): Chair Tomlin, Members Duffy, McComas, Birden, Coonce, Hunter
NAYS (0)

C. **ASAC25-003:** Receive a report and hold a discussion regarding Animal Services Department programs, metrics, shelter, and field operations

The item was presented, and discussion followed.

D. **ASAC25-006:** Receive a report, hold a discussion, and give staff feedback regarding the proposed Responsible Euthanasia Policy.

The item was presented, and discussion followed.

Following discussion, Member Hunter moved to adopt the item as presented; Member Duffy seconded. Motion carried.

AYES (6): Chair Tomlin, Members Duffy, McComas, Birden, Coonce, Hunter
NAYS (0)

E. **ASAC25-007:** Receive a report, hold a discussion, and give staff direction on the proposed Animal Services rates and fees.

The item was presented, and discussion followed.

Following discussion, Member Hunter moved to adopt the item as presented; Member Coonce seconded. Motion carried.

AYES (5): Members Duffy, McComas, Birden, Coonce, Hunter
NAYS (0)
ABSTAINED (1): Chair Tomlin

F. **ASAC25-008:** Consider recommending adoption of an ordinance of the City of Denton authorizing the City Manager to execute an Interlocal Agreement between the City of Denton, Texas, and Denton County, Texas, for the services of holding and dispositioning of animals and the collection of fees pursuant to the provisions of said agreement; authorizing the City Manager to perform all obligations of the City under the agreement; and providing an effective date.

The item was presented, and discussion followed.

Following discussion, Member Hunter moved to adopt the item as presented; Member Birden seconded. Motion carried.

AYES (5): Members Duffy, McComas, Birden, Coonce, Hunter
NAYS (0)
ABSTAINED (1): Chair Tomlin

3. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 11:36 a.m.

LARA TOMLIN
CHAIR
CITY OF DENTON, TEXAS

MARK JACKSON
ADMINISTRATION MANAGER
CITY OF DENTON, TEXAS

MINUTES APPROVED ON: September 10, 2025

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Animal Services

DCM: Cassey Ogden, Deputy City Manager

DATE: May 14, 2025

SUBJECT
Receive nominations and elect a Chair and Vice-Chair for the Denton Animal Shelter Advisory Committee for 2025.

BACKGROUND
The Denton Animal Shelter Advisory Committee elects a chairperson and vice-chairperson from its members annually. The Boards, Commissions, and Council Committees Handbook requires:

> ***Election of Officers***
> *Procedures for the election of officers for appointed boards are established to ensure consistency with the City Council's goals and policies in making board appointments. Except where otherwise provided by state law, federal law, City Charter, or City ordinances or resolutions, election of officers for City of Denton council-appointed boards will be as follows:*
>
> - *The chair and vice-chair will be elected by voting board members.*
> - *Election of officers shall be annually as soon as practicable after the annual appointment process. If, for any reason, the chair or vice-chair vacates their seat, a special election should be held to fill the unexpired term. A temporary chair may be selected by the board pursuant to Roberts Rules of Order.*

Members of the board are asked to elect those individuals to fulfill the roles of Chair and Vice-Chair of the Denton Animal Shelter Advisory Committee for the 2025 calendar year.

OPTIONS
Elect a Chair and Vice-Chair, postpone election

RECOMMENDATION
Staff recommends electing a Chair and Vice-Chair.

EXHIBITS
Exhibit 1- Agenda Information Sheet

Respectfully submitted:
Nikki Sassenus, Director of Animal Services

City of Denton Animal Shelter Advisory Committee
Minutes
March 12, 2025

After determining that a quorum of the City of Denton, Texas, Animal Shelter Advisory Committee was present, the Committee convened in a Regular Meeting on Wednesday, March 12, 2025, at 10:00 a.m. in the training room at Linda McNatt Animal Care and Adoption Center, 3717 N. Elm Street, Denton, Texas.

Present: Chair Kathleen Duffy, Members Emily McComas, Jonathan Birden, Wanda Coonce, Lara Tomlin.

Absent: Member Charles Hunter

1. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

- None

2. ITEMS FOR CONSIDERATION

A. **ASAC25-001:** Consider approval of the minutes for November 13, 2024

The item was presented, and discussion followed.

Following discussion, Member Birden moved to adopt the item as presented; Member Coonce seconded. Motion carried.

AYES (4): Chair Kathleen Duffy, Members Emily McComas, Jonathan Birden, Wanda Coonce,
ABSENT (1): Member Charles Hunter
ABSTAINED (1): Lara Tomlin

B. **ASAC25-002:** Receive a report and hold a discussion regarding Animal Services Department programs, metrics, shelter, and field operations.

The item was presented, and discussion followed.

3. CONCLUDING ITEMS

With no further business, the meeting was adjourned at 11:04 a.m.

KATHLEEN DUFFY
CHAIR
CITY OF DENTON, TEXAS

MARK JACKSON
ADMINISTRATION MANAGER
CITY OF DENTON, TEXAS

MINUTES APPROVED ON:_____

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Animal Services

DCM: Cassey Ogden, Deputy City Manager

DATE: May 14, 2025

SUBJECT
Receive a report and hold a discussion regarding Animal Services Department programs, metrics, shelter, and field operations.

BACKGROUND
The purpose of this agenda item is for the Animal Services Department staff to provide periodic updates to the Animal Shelter Advisory Committee regarding programs, metrics, shelter, and field operations.

EXHIBITS
Exhibit 1: Agenda Information Sheet
Exhibit 2: Presentation

Respectfully submitted:
Nikki Sassenus
Director of Animal Services



Animal Services Department Update

May 14, 2025

ASAC25-003, May 14, 2025

Staffing Update

Recent Placements

Mark Jackson-Administration Manager

- Former admin supervisor, City of Plano Fleet Dept.
- Several years of experience in municipal procurement process, working with vendors, managing contracts, managing and developing budgets, asset tracking and management, and capital improvement project management.

Jenny McGee-Volunteer Coordinator

- Over 20 years of management and program development experience
- Founding member of Love Pacs- Denton Chapter
- Marketing background

Morgan Stumbaugh-Shelter Manager

- Shelter Supervisor for City of Sherman since 2020
- Additional 10 years in animal welfare- ACO for Grayson County, Frisco, Plano
- Experience as vet technician
- BASIC ACO Certification

Active Recruitment

- Full Time In-House Veterinarian

Bond Project Update

- 9/23/24 received 100% schematic drawings
- 10/30/24 received initial cost estimate from CMAR team- $9.5 million over budgeted $15.8 ($13.8 construction funds)
- 12/17/24 Council approved additional $4.5 mill to project
- Revision of schematic drawings to fit new budget
- CMAR to provide OPC (Opinion of Probable Cost) in Q2
- Interiors proposal received 4/3/25
- Next Steps
  - Construction Drawings
  - Bid solicitation for construction
  - Council Approval of contracts (tentatively October 25)
  - Break ground (tentatively January 26)
  - 18 months of construction
    - Phased approach
    - Will require reduction in service levels which will be communicated to public







Animal Services Performance Scorecard

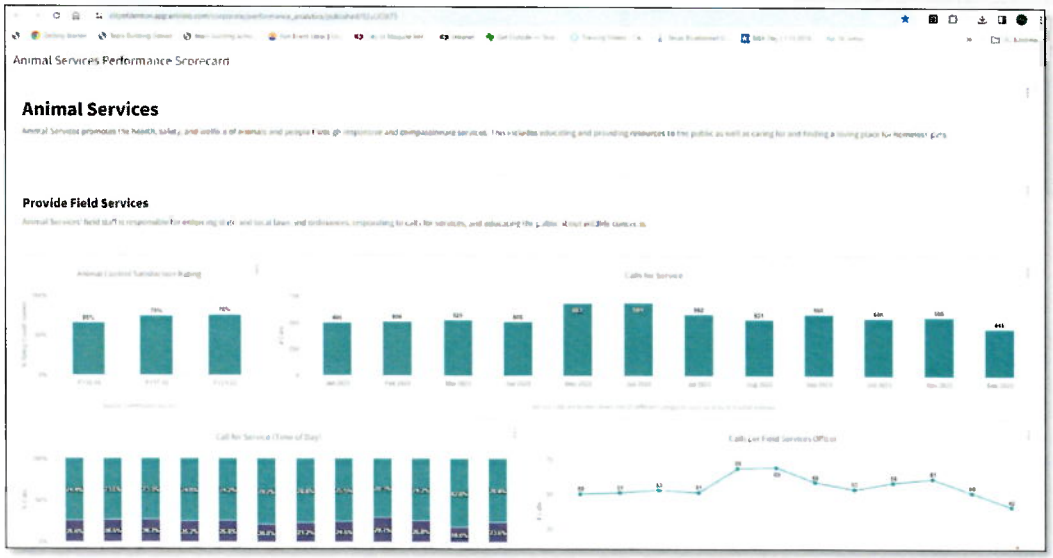
Live Release Rate

89.1%

Average Live Release Rate since Apr 2023 when new software was implemented.

**as of April 27, 2025*

- Data Review



Vet Clinic Spay/Neuter Stats

Species	FY '25	FY '24	FY '23	FY '22
Cat	706	1,505	1,069	1,055
Dog	355	1,179	865	1,183
Other	4	16	13	21
TOTAL	**1,065 YTD**	**2,341**	**1,947**	**2,259**



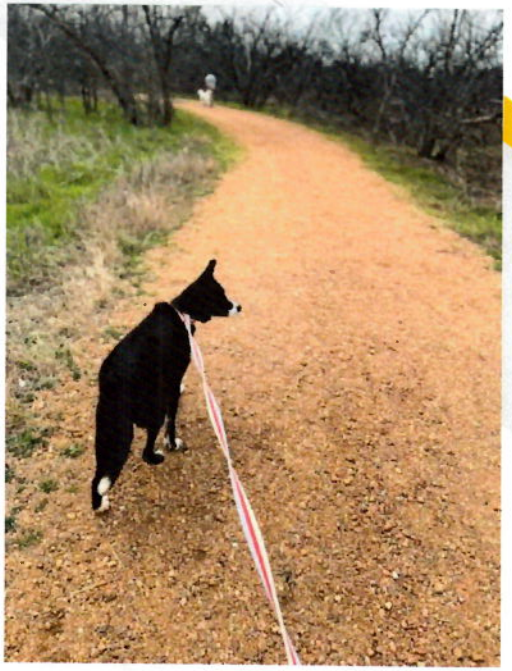
Foster Program Update

- Active recruitment of fosters underway
- Involving long time volunteers in recruitment
- Utilization of social media
- Resources for fosters complete – independent training successful so far
- Efficiency improved since routing through alternative communication pathways



Behavior & Intervention Program

- Consultations with veterinary behaviorists
- Volunteer training to assist in enrichment and behavior modification
- Working towards getting puzzle feeders for every dog in the shelter
- Cat tents for every cat in the shelter to have a hiding place
- Working on the enrichment program schedule and utilizing budget friendly enrichment

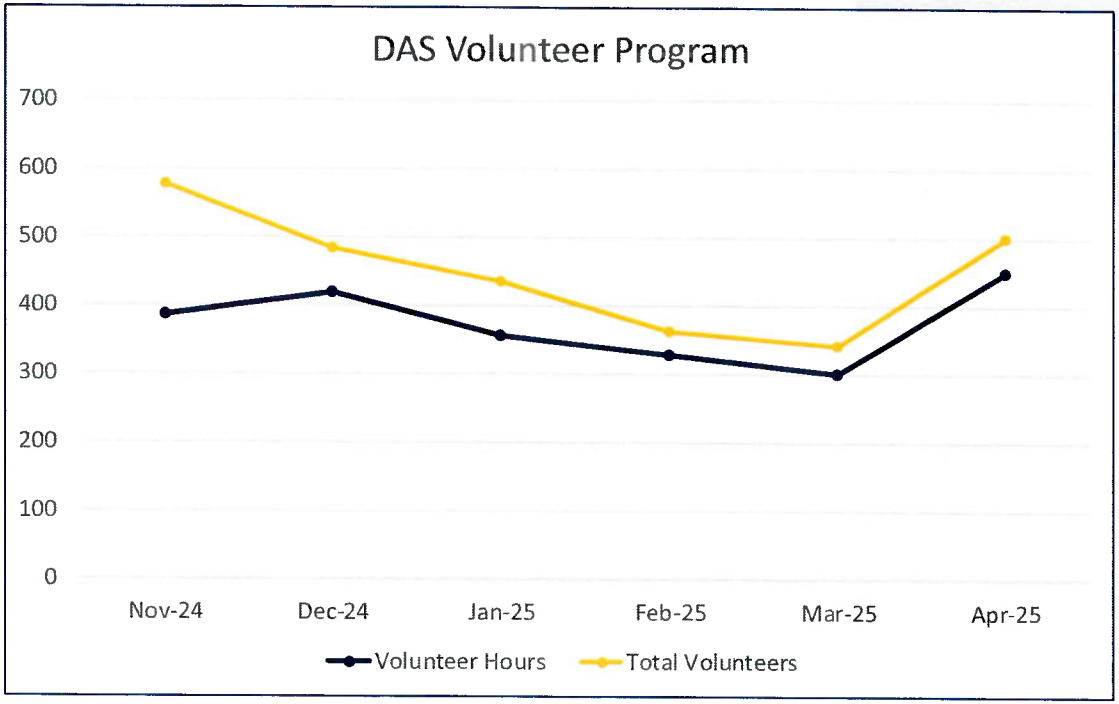


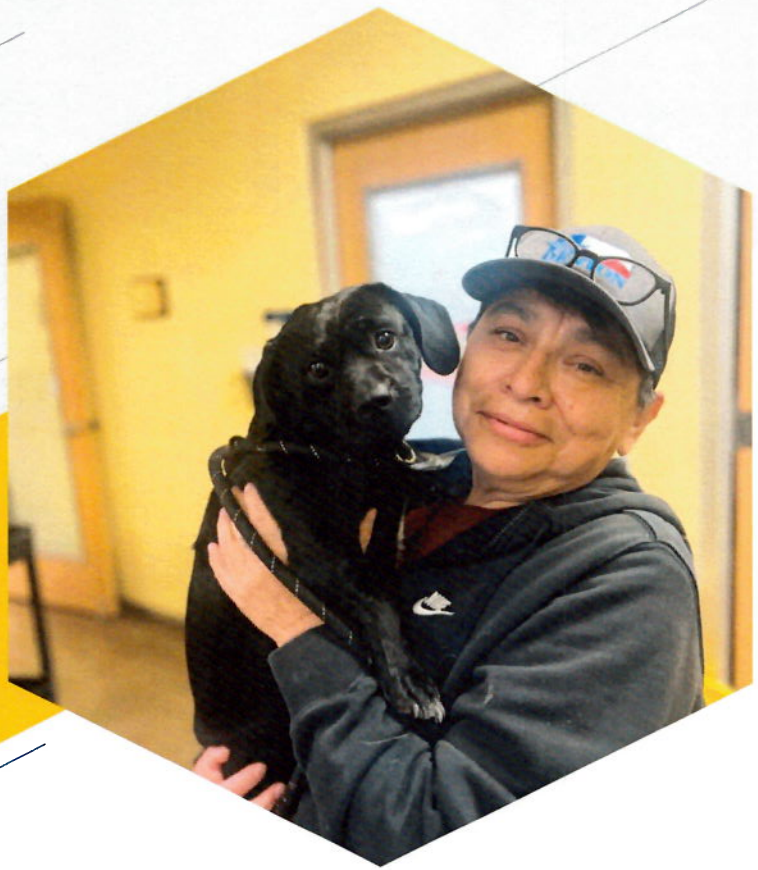




Volunteer Program Update

- Streamlined and automated communication with potential volunteers, reducing barriers to participation.
- Implemented smaller group orientations, accelerating the processing and training of volunteers.
- Developing a new training program focused on safety and personalized, one-on-one instruction to enhance safety measures and minimize incidents.
- Expanded community outreach efforts, including upcoming events with the Girl Scouts and Anderson's Distillery.





Questions

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Animal Services

DCM: Cassey Ogden, Deputy City Manager

DATE: May 14, 2025

SUBJECT

Receive a report, hold a discussion, and give staff feedback regarding the proposed Responsible Euthanasia Policy.

BACKGROUND

Denton Animal Services (DAS) is charged with providing for public safety in relation to animals in the community, and the welfare of animals in its care at the Linda McNatt Animal Care and Control Center. To that end, DAS has developed a Responsible Euthanasia Policy that strictly limits euthanasia to cases of severe health, behavioral issues, or public safety concerns—and only after all humane alternatives have been fully explored.

Recognizing the absence of a standardized euthanasia decision making process in the animal welfare industry, DAS conducted a comprehensive review of best practices from advocacy groups, municipal shelters, rescues, and industry experts. The resulting policy has been tailored to meet DAS's specific operational requirements while remaining compliant with state and local regulations.

Key elements of the policy include establishing limits for euthanasia, including a prohibition of the euthanasia of animals on days the shelter is closed to the public, prohibition of euthanasia due to space constraints, and establishing the categories and criteria for when a euthanasia decision should be made. Additionally, the policy establishes a review process to consider the animal's condition, prognosis, and DAS' ability to provide adequate care. The Review Team, consisting of medical and animal welfare professionals, are responsible for reviewing each individual animal and providing their expertise to ensure the best course of action for the animal.

To facilitate the review process, the Welfare Assessment Tool was developed. These flow charts ensure all decision points and options have been considered and exhausted for every animal who is being considered for euthanasia. A draft of the policy, along with the Welfare Assessment Tool, was reviewed with internal staff, contracted veterinary staff, and subject matter experts from Best Friends Animal Society, Autin Pets Alive, and Shelter Savvy.

On November 13, 2024, DAS staff presented a draft of the policy to the Animal Shelter Advisory Committee and solicited feedback. No changes or edits were recommended by the committee at that time.

The Responsible Euthanasia Policy has additionally been reviewed by the City's legal department and the Policy Review Committee and will be presented to City Council at the May 20, 2025, Council Meeting for review and discussion.

At this time, DAS is seeking a recommendation from the Animal Shelter Advisory Committee to Council for the formal adoption of the Responsible Euthanasia Policy.

OPTIONS
N/A

RECOMMENDATION
N/A

ESTIMATED SCHEDULE OF PROJECT
Proposed policy will be presented to City Council at the May 20, 2025, Council Meeting for review and discussion.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
On November 13, 2024, DAS staff presented a draft of the policy to the Animal Shelter Advisory Committee and solicited feedback. No changes or edits were recommended by the committee at that time.

EXHIBITS
Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Presentation
Exhibit 3 – DRAFT Responsible Euthanasia Policy

Respectfully submitted:
Nikki Sassenus, Animal Services



Animal Services

Responsible Euthanasia Policy

ASAC25-006; May 14, 2025

Responsible Euthanasia Policy

- **Identified Issues and challenges:**
  - DAS lacked formal written, adopted policy
  - Animal Industry as a whole, lacks an established, standardized process
  - Review of various entities confirmed lack of consistent practices across shelters and rescues
- **Policy Purpose:**
  - Ensure humane, ethical, and consistent decision-making regarding animal euthanasia
  - Establishment of Review Team and Roles
  - Sets clear decision-making, documentation, and approval process
  - Establish criteria for emergency euthanasia including after action review
- **Policy Development:**
  - Review of suggested best practices from a variety of sources
  - Draft of policy reviewed by:
    - Internal Staff
    - Best Friends Animal Society
    - Outside consultants
    - Policy Review Committee
    - Animal Shelter Advisory Committee

Key Policy Components

- **Limiting Euthanasia**
  - No stray animal euthanized prior to expiration of its stray-hold period
  - No stray animal euthanized on a day that the shelter is not open to the public
  - Animal Services will not euthanize animals who do not meet the criteria set out by this policy.
  - No animal shall be euthanized solely because the Shelter is at capacity.
  - Euthanasia will be done in accordance with Texas Administrative Code, Subchapter D, *Standards for Allowable Methods of Euthanasia for Animals in the Custody of an Animal Shelter*
  - The Animal Services Director (or their designee) shall approve all animal euthanasia recommendations.

Establishment of Euthanasia Decision Categories and Criteria:

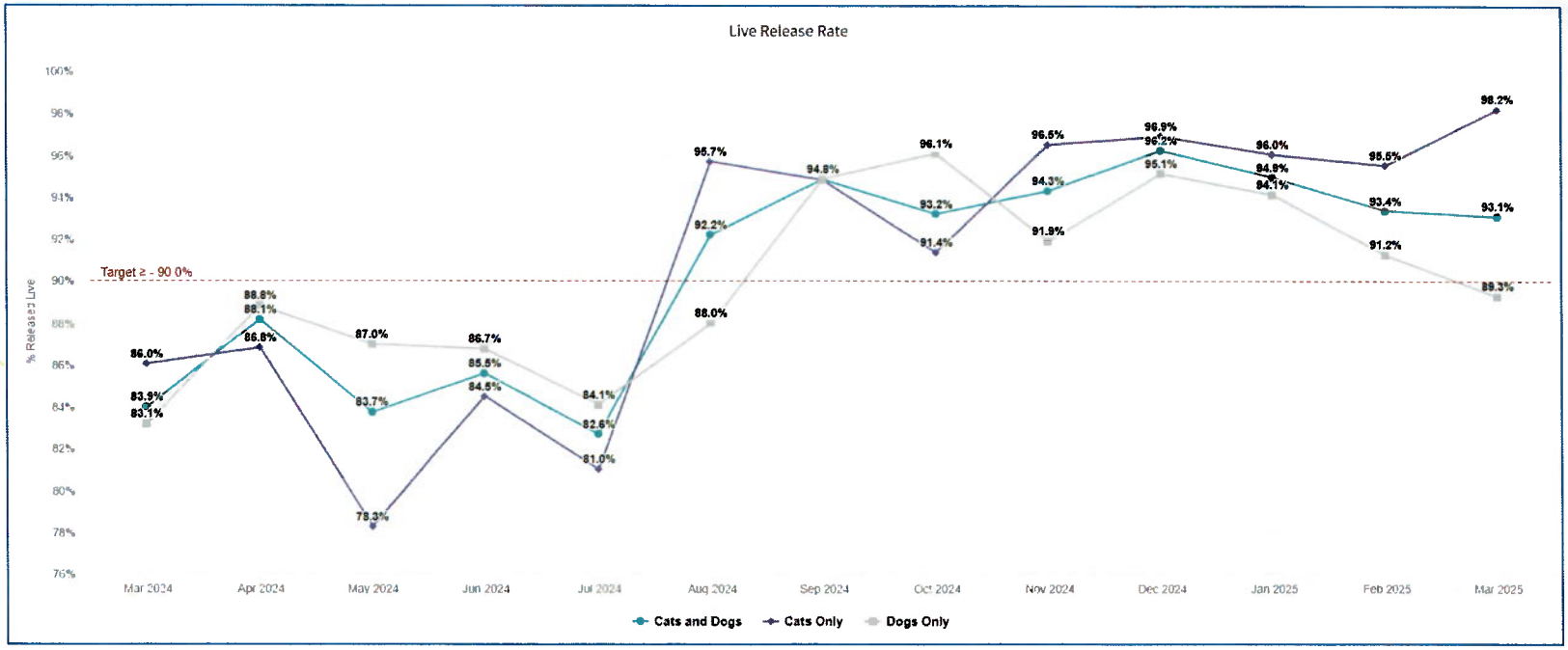
Category	Considerations
Medical	•An animal that is suffering from an acute or chronic disease, illness, condition, or pain that cannot be alleviated to a satisfactory degree, given the practical and financial resources available, or •An animal that poses a health risk to other animals or people
Behavioral	• In cases where behavior modification is not possible, such as an animal with a behavioral problem that results in suffering, risk to itself, other animals, people, or the environment that cannot be mitigated
Legal	• A final order by a court of legal authority to euthanize an animal • An animal that must be euthanized pursuant to Chapter 6-Animals of the Code of Ordinances City of Denton, Texas, Texas Health and Safety Code, or Texas Penal Code.
Wildlife	• Wildlife suffering from an injury that cannot be alleviated to a satisfactory degree • Wildlife or high-risk rabies vectors who are at higher risk to transmit the virus to other animals or people (bats, racoons, skunks, foxes, and coyotes) • Neonates or unweaned wildlife without a mother who cannot be provided appropriate care given the practical resources available
Prohibited Animal	• An animal that is considered unlawful to possess within the City limits as defined by Chapter 6, Sec. 6-2.- Definitions, of the Code of Ordinances City of Denton, Texas and cannot be placed in a timely manner with a rescue or other animal welfare entity
Neonates/ Unweaned	• Neonates or unweaned animals without a mother who cannot be given appropriate care

Review Team and Assessment Process

- Review Team:
  - Doctor of Veterinary Medicine (DVM): Provides medical evaluations
  - Management Team Member: Facilitates review process, ensures documentation completeness, and submits assessments
  - Shelter Staff Member: Offers hands-on insights from daily interactions and provides perspective
  - Animal Services Officer: Offers hands-on insights from daily interactions and provides perspective
  - Shelter Behaviorist: Provides behavioral evaluations
  - Animal Services Director: Reviews all recommendations, validates the review process, and logs final approval in system
- Process Outline:
  - Physical review of animal
  - Review of animal's profile in shelter management software
  - Use of Welfare Assessment Tool
  - Submission of documented findings for final review and approval by Director
- Emergency Euthanasia
  - Time-critical circumstances where convening the full team is not feasible
  - Authorized by Director
  - Post-evaluation by Review Team to ensure adherence to policy

Implementation and Findings

- Began Beta Testing September 16, 2024
- Worked to refine documentation process
- Continued to seek feedback from outside experts and staff
- Current Live Release Rate (LRR) of 93.1% for March 2025
- LLR has been above 90% since implementation in September



Policy Operational Considerations & Fiscal Impact

- Resource Constraints, balancing Animal Welfare with Fiscal Responsibility
- Ethical Considerations & Transparency
- Explore developing a cost-benefit framework
- Current Spend on outside Veterinary Services $47,596
  - 54 animals treated
  - 32 cases Parvo/specialty not able to treat at shelter





Questions

CITY OF DENTON

DRAFT

Policy Number and Title:	XXX.XX Euthanasia Decision Making Process Policy
Policy Section and Chapter:	Animal Services - Euthanasia
Policy Owner & Contact:	Animal Services Director
Policy or Directive:	Policy
Last Revision Date:	9/16/2024

POLICY PURPOSE STATEMENT

Denton Animal Services (DAS) is responsible for providing public safety in relation to animals in the community as a whole, while also addressing the welfare of animals in its care at the Linda McNatt Animal Care and Control Center.

It is the policy of the City that it will maximize resources to prevent, reduce, and treat physical, behavioral, or physiological problems of animals in its care. Recognizing, however, that sometimes euthanasia of the animal is the humane course of action for them or for other animals in the City's care.

DAS has established euthanasia criteria to ensure an animal's life is not ended except on the grounds of health, behavior, public health and safety, or unavoidable inhumane death once other practical options have been exhausted.

Euthanasia decisions will be applied consistently and provide the best service to the community and animals in the City's care.

POLICY

I. Limiting Euthanasia

A. No stray animal will be euthanized prior to expiration of its stray-hold period unless deemed necessary by the Review and Assessment process outlined in this policy.

B. No stray animal will be euthanized on a day that the shelter is not open to the public unless deemed necessary under the Review and Assessment process outlined in this policy.

C. Animal Services will not euthanize animals who do not meet the criteria set out by this policy.

D. No animal shall be euthanized solely because the Shelter is at capacity.

E. Euthanasia will be done in accordance with Texas Administrative Code, Subchapter D, STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER.

F. The Animal Services Director (or their designee) shall approve all animal euthanasia recommendations.

G. Any animal that has been approved for euthanasia through the Review and Assessment process outlined in this policy, shall be euthanized within 48 hours of approval to prevent prolonged or unnecessary suffering.

II. Euthanasia Categories and Criteria

Euthanasia decisions will be considered based on the following categories: Medical, Behavioral, Legal, Owner Requests, Wildlife, Prohibited Animals, and Neonates and Unweaned Animals. Each category will have a set of criteria for when a euthanasia decision should be made.

A. Medical
   1. Animal Medical Professionals will outline the care necessary to treat medical conditions causing suffering or presenting a danger to other animals or people. In cases where care requirements exceed the ability of the shelter or its partners to provide, such as:
      a. An animal that is suffering from an acute or chronic disease, illness, condition, or pain that cannot be alleviated to a satisfactory degree, given the practical and financial resources available, or
      b. An animal that poses a health risk to other animals or people.

B. Behavioral
   1. Behavioral information will be gathered through surrender forms and detailed observations from staff and volunteers in various settings (e.g., playgroups, vet exams, walks, foster care). Animal Services will, to the extent possible, attempt to remediate behavioral issues or concerns to allow for safe adoption or placement of the animal through training, treatment, medication, and other resources. In cases where behavior modification is not possible, such as an animal with a behavioral problem that results in suffering, risk to itself, other animals, people, or the environment that cannot be mitigated.

C. Legal
   1. A final order by a court of legal authority to euthanize an animal.
   2. An animal that must be euthanized pursuant to Chapter 6-Animals of the Code of Ordinances City of Denton, Texas, Texas Health and Safety Code, or Texas Penal Code.

D. Owner Requested Euthanasia
   1. Animals who are surrendered for euthanasia will be subject to the Review and Assessment Process in accordance with this policy.

E. Wildlife
   1. Wildlife suffering from an injury that cannot be alleviated to a satisfactory degree.
   2. Wildlife or high-risk rabies vectors who are at higher risk to transmit the virus to other animals or people. These include bats, racoons, skunks, foxes, and coyotes.
   3. Neonates or unweaned wildlife without a mother who cannot be provided appropriate caregiven the practical resources available.

F. Prohibited Animal

1. An animal that is considered unlawful to possess within the City limits as defined by Chapter 6, Sec. 6-2.- Definitions, of the Code of Ordinances City of Denton, Texas. and cannot be placed in a timely manner with a rescue or other animal welfare entity.

G. Neonate or Unweaned Animals
   1. Neonates or unweaned (unable to eat on its own) animals without a mother who cannot be given appropriate care.

III. Review Team

A. The Review Team will thoroughly evaluate all information related to the animal before making a euthanasia decision. This team brings diverse perspectives and expertise, considers the animal's history, and explores all available options to ensure the best possible outcome.

B. The Review Team will consist of the following:
   1. Doctor of Veterinary Medicine (DMV)
   2. Member of Shelter Management
   3. Shelter staff member who has a history of working with the animal (when applicable)
   4. Animal Services Officer who has a history of working with the animal (when applicable)
   5. Shelter Behaviorist

IV. Review and Assessment Process

A. The purpose of the Review and Assessment Process is to systematically evaluate and analyze all information pertaining to a particular animal to inform and facilitate the best possible outcome decision.

B. When staff become concerned about the welfare of an animal and the shelter's ability to provide adequate care, the Review Team will meet to discuss the best course of action for the animal.

C. The Review Team will physically view the animal, pull the animal's profile report, discuss the notes and experience working with the animal, work through the Welfare Assessment Tool, and note all steps that have been taken to provide for the best welfare of the animal.

D. The Review Team will submit all documentation, including the completed assessment, to the Animal Services Director (or their designee) for review.

E. The Animal Services Director (or their designee) will review all case notes and the findings of the Review Team for form and consistency before authorizing the euthanasia of the animal.

F. Court ordered or legally required euthanasia do not require a Review and Assessment Process.

V. Emergency Euthanasia

A. If convening the Review Team to conduct a Review and Assessment is not feasible due to a case of extreme need, the Animal Services Director or their designee may authorize

an Emergency Euthanasia. Any Emergency Euthanasia will be reviewed by the Review Team for consistency with this policy and their findings will be documented in the shelter management system.

VI. The Emotional Impact of Euthanasia

A. While certain staff are responsible for performing euthanasia, from time to time, employees may ask to be excused from performing the euthanasia of individual animals they may have worked with closely. City employees have access to an Employee Assistance Program that can provide help when coping with euthanasia.

B. Any statements, opinions and questions about euthanasia decisions or performance that are made on City property or equipment or during the working hours of either the person speaking or the individuals who performed the euthanasia, must be made to a supervisor or manager of the individuals who performed the euthanasia, or to the Animal Services Director, and only members of the chain of command for the individuals who performed the euthanasia. Comments, statements, or questions should not be directed to those individuals that performed the euthanasia.

ROLES AND RESPONSIBILITIES

I. Review Team (consisting of the DVM, Shelter Staff Member, Management Team Member, Shelter Behaviorist, and Animal Service Officer)

A. Responsible for conducting timely and thorough meetings to review and discuss the best course of action for each animal reviewed.

B. Responsible for ensuring the discussion consists of physically viewing the animal, review of the animal's records in the shelter management software, use of the Assessment Tool, and recording their findings.

II. Doctor of Veterinary Medicine (DVM)

A. Responsible for providing a medical opinion of what would be required to appropriately treat or appropriately provide for the animal's medical well-being.

III. Shelter Management Team Member

A. Responsible for recording all notes and completing documents for the Review Team and submitting findings to the Animal Services Director.

IV. Animal Services Director (or their designee in their absence)

A. Responsible for reviewing all recommendations for euthanasia to ensure all steps of the review and assessment process have been followed and documents have been entered into the shelter management software.

B. Responsible for entering the final euthanasia approval in the shelter management software.

DEFINITIONS

A. Humane Euthanasia- Ensuring the euthanasia process is as free from pain, fear, anxiety, and distress as possible. Requires proper technique and expertise, drugs, delivery methods, handling plans, and environmental conditions and conducted in accordance with Texas Administrative Code, Subchapter D, STANDARDS FOR ALLOWABLE

METHODS OF EUTHANASIA FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER.

B. Positive Outcomes- disposition of the animal in the best interest of the welfare for the animal with respect to the animal's individual needs and available resources.
C. Neonates- refers to baby animals from birth to about 12 weeks of age in dogs and 8weeks of age in cats who are unweaned or still dependent upon their mother for care.
D. Review and Assessment Process – Refer to Policy, Section IV- **Review and Assessment Process of this policy**
E. Satisfactory Degree- A satisfactory degree of pain relief in animals is achieved when pain management strategies effectively reduce discomfort, improve behavioral outcomes, and enhance the overall quality of life. It is a dynamic measure that requires ongoing assessment.
F. Shelter Management – refers to the Animal Services Shelter Manager or Animal Services Supervisor for the purposes of this policy.
G. Owner Surrender
H. Welfare Assessment Tool
I. Animal Services Director Designee- A member of Shelter Management (Shelter Manager or Animal Services Supervisor) for purposes of this Policy

REFERENCES

- Texas Administrative Code, Subchapter D, STANDARDS FOR ALLOWABLE METHODS OF EUTHANASIA FOR ANIMALS IN THE CUSTODY OF AN ANIMAL SHELTER.
- Welfare Assessment Tool-Flow chart used by Review Team during the Review and Assessment Process to facilitate outcome discussion in a consistent and exhaustive manner.
- Euthanasia Decision Making- Review Team Assessment Form
- American Veterinary Medical Association, *Guidelines for the Euthanasia of Animals*: 2020 Edition
- *Association of Shelter Veterinarians' Guidelines for Standards of Care in Animal Shelters*: Second Edition- December 2022
- The Humane Society of the United States, *Euthanasia Reference Manual*: Second Edition- 2013
- Best Friends Animal Society
- Shelter Savvy LLC
- International Companion Animal Management Coalition, *The Welfare Basis for Euthanasia of Dogs and Cats and Policy Development*
- American Society for the Prevention of Cruelty to Animals, *Holistic Quality of Life Assessment*

REVISION HISTORY

Revision Date	Policy Owner	Summary

09/16/2024	N. Sassenus	• Initial Policy Adoption

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Animal Services

DCM: Cassey Ogden, Deputy City Manager

DATE: May 14, 2025

SUBJECT
Receive a report, hold a discussion, and give staff direction on the proposed Animal Services rates and fees.

BACKGROUND
Animal Services' schedule of fees outlines the cost to the public for adoptions and services such as reclaim after impoundment and quarantine. The current fee schedule was adopted in 2013 by Ordinance 2013-157 **(Exhibit 3)**. The proposed schedule of fees has been updated to reflect the recent Chapter 6 Animals Ordinance changes, reflect current practices, and offset an increase in expenses for goods and services.

In developing the revised fee schedule, Animal Services conducted a thorough review of the existing fees including conducting an informal internal cost study. Staff also benchmarked the fees against those of other municipal shelters to ensure market competitiveness.

Additionally, under the City's contract with Denton County, Animal Services provides holding and dispositioning services for County animals, with associated feed charged to the County. The updated fee schedule includes revisions to these rates to better reflect rising operational costs.

The updated fee schedule is attached as **Exhibit 4**.

At this time, DAS is seeking a recommendation from the Animal Shelter Advisory Committee to Council for the formal adoption of the proposed schedule of fees.

OPTIONS
N/A

RECOMMENDATION
N/A

ESTIMATED SCHEDULE OF PROJECT
Proposed schedule of fees will be presented to City Council at the May 20, 2025, Council Meeting for review and discussion. Staff anticipates bringing the item for approval to Council in June 2025.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The current fee schedule was adopted on June 18, 2013 by Ordinance 2013-157 **(Exhibit 3)**.

EXHIBITS
Exhibit 1- Agenda Information Sheet
Exhibit 2- Presentation

Exhibit 3- Ordinance 2013-157
Exhibit 4- Schedule of Fees

Respectfully submitted:
Nikki Sassenus, Animal Services Director



Animal Services

Schedule of Fees

ASAC25-007; May 14, 2025

Animal Services Schedule of Fees

Cost of Service Estimates & Fee Evaluation Process

- Current fee schedule adopted in 2013
- Informal Department Cost of Service Study conducted
- Benchmarking with surrounding and like cities
- Evaluation of current fees, current CR%, and impact on the community
- Proposed fees reflect recent Chapter 6 Ordinance changes, current practices, and offset increase in expenses for goods and services

Care Activity	Cost of Service
Animal Intake *(microchip, exam, vaccination)*	$70.38/animal
Spay/neuter	$100/dog $85/cat
Housing & Care	$774/animal/year $2.12/animal/day **average based on annual intake*

Proposed Rate Changes & Additions

Description	Current Fee	Proposed Fee
Adoption Fee		
Cat & Dog	$60	$40
Ferrets, Rabbits, Exotics	$10	$40
Small Furries *(hamster, guinea pig, & similar)*	N/A	$10
Fowl	N/A	$10
Impound Fee- Class A, Unaltered *(dogs, cats, fowl, each animal)*		
1st impound	$20	$50
2nd impound *(Required sterilization*)*	$30	$75 $150 with sterilization
3rd impound *(and every impound thereafter)*	$45	$100

Proposed Rate Changes & Additions

Description	Current Fee	Proposed Fee
Impound Fee- Class A, Altered *(dogs, cats, fowl, each animal)*	N/A	
1st impound	N/A	$20
2nd impound *(Required sterilization*)*	N/A	$30
3rd impound *(and every impound thereafter)*	N/A	$45
Impound Fee- Class B *(prohibited, exotic, or wild animals)*		
1st impound	$34	$100
2nd impound *(Required sterilization*)*	$50	$150
3rd impound *(and every impound thereafter)*	$75	$200
Daily Handling Fee	$8	$10
Daily Quarantine Fee	$8	$ 10/day

Proposed Rate Changes & Additions

Description	Current Fee	Proposed Fee
Carcass Handling/Dead Animal Disposal Fee	$20	$50
Drop off at Animal Shelter	$15	$0
City pick up of Animal	$35	$35
Dangerous Animal Fee	$200	$200
Dangerous Dog Sign	N/A	$100
Prohibited Animal Permit Fee	$35	$75
Microchip Fee	N/A	$25
Owner Surrender Fee-Altered	N/A	$45
Owner Surrender Fee-Unaltered	N/A	$75

Proposed Removal of Rates

Description	Current Fee
Impound Fees- Class B *(goat, sheet, lamb, pig, sow, shoats, calves, foals, and animals of the same approximate size and weight)*	
1st impound	$30
2nd impound	$40
3rd impound	$75
4th impound	$113

Description	Current Fee
Impound Fees- Class C *(cattle, mules, horses, ponies, and animals of the same approximate size and weight)*	
1st impound	$35
2nd impound	$50
3rd impound	$75
4th impound	$115

Proposed Removal of Rates

Description	Current Fee
Animal Euthanasia Fee	$30
Dog and Cat Registration Fee	
Not Sterilized	$25
Sterilized	$4

Proposed Rates & Fees: County Animals

Description	Current Fee	Proposed Fee
Impound Fee- Class A, Unaltered Animal		
1st impound	$20	$55
2nd impound *(Required sterilization*)*	$30	$80
3rd impound *(and every impound thereafter)*	$45	$105
Impound Fee- Class B, Altered Animal		
1st impound	$20	$25
2nd impound *(Required sterilization*)*	$30	$35
3rd impound *(and every impound thereafter)*	$45	$50

****Collected by City from owners of animals received from County*

Proposed Rates & Fees for Services Rendered to Denton County

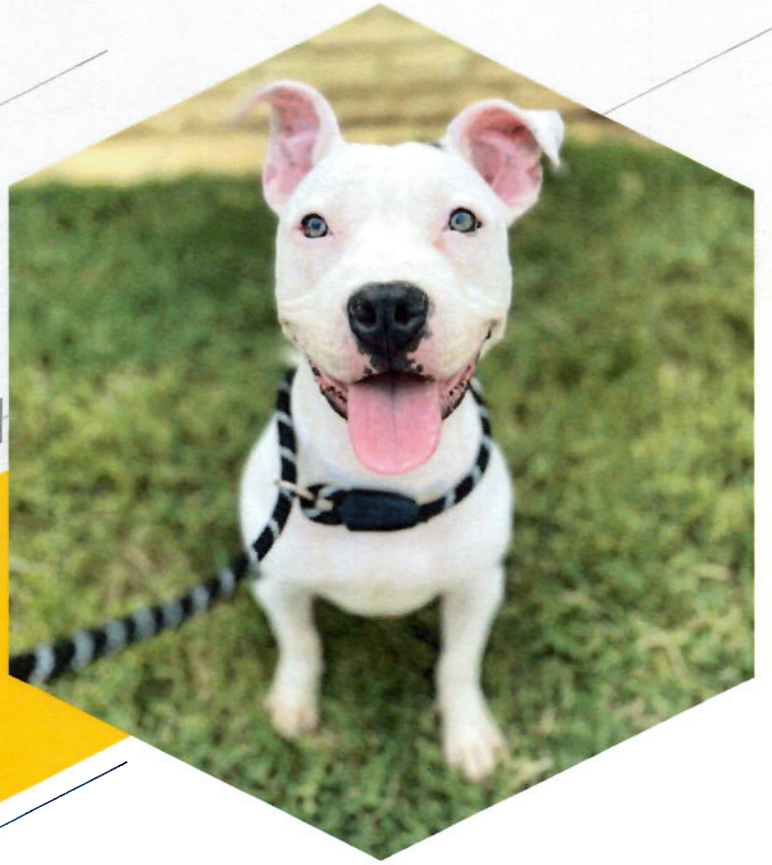
Description	Current Fee	Proposed Fee
DSHS Head Shipment for Rabies Specimen	$70	$125
Animal Quarantine- 10 days	$60	$150
Necropsy	N/A	At cost
Animal Holding		
Impound Fee	N/A	$50
1-3 days	$15/$20/$25	$15 per day
4 days	$30	Previous impound and holding fee above + $150 sterilization fee and $15 for 4th day
5+ days	$0	All impound and holding fees above plus $15 for each day in care beyond 4 days.

Proposed Rates & Fees for Services Rendered to Denton County

Description	Current Fee	Proposed Fee
Intake Exam (for public drop off)	N/A	$55
Medical Services		
Treatment for common illness (in-house)	N/A	$150
X-Rays	N/A	$100
PCR Test	N/A	$150
Outsourced medical services	N/A	At cost
Sterilization Surgery	N/A	$150
Carcass Handling/ Dead Animal Disposal Fee	N/A	$50

Proposed Removal of Rates for Denton County

Description	Current Fee
Animal Euthanasia Fee	$30
Dog and Cat Registration Fee	
Not Sterilized	$25
Sterilized	$4
Credits	Impound fees collected from owners at reclaim are credited to the County fees for services



Questions

ORDINANCE NO. 2013-157

AN ORDINANCE AMENDING ORDINANCE NO. 2006-331 TO DECREASE THE ADOPTION FEES FOR DOGS AND CATS AND TO ALLOW FOR ADOPTION SUBSIDY DONATIONS TO REDUCE THE ADOPTION FEES IN SPECIAL CIRCUMSTANCES FOR SPECIFIC ANIMALS AT THE DISCRETION OF THE ANIMAL SERVICES SUPERVISOR PURSUANT TO CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF DENTON, TEXAS; PROVIDING THAT A SCHEDULE OF FEES SHALL BE MAINTAINED ON FILE IN THE OFFICE OF THE CITY SECRETARY; A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it in the public interest to reduce the adoption fees for dogs and cats; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the following fees in the Schedule of Fees established by Ordinance No. 2006-331 are hereby amended to be collected pursuant to the specified provisions of Chapter 6 of the Code of Ordinances:

SCHEDULE OF FEES

Sec. 6-14	**Dog and Cat Registration Fee**	$ 25.00 annually $ 4.00 annually if unable to procreate

The registration fee shall be waived for all sterilized and microchipped animals if the owner provides proof of sterilization and microchipping to the Animal Services Unit.

Sec. 6-17 Animal Impound Fees

(1) Class A Animals (dogs, cats, fowl, each animal)

First Impoundment	$ 20.00
Second Impoundment	$ 30.00
Third Impoundment	$ 45.00
Fourth Impoundment	$ 70.00

(2) Class B Animals (goats, sheep, lambs, pigs, sows, shoats, calves, foals, and animals of the same approximate size and weight, each animal)

First Impoundment	$ 30.00

Second Impoundment	$ 40.00
Third Impoundment	$ 75.00
Fourth Impoundment	$113.00

(3) Class C Animals (cattle, mules, horses, ponies, and animals of the same approximate size and weight, each animal)

First Impoundment	$ 35.00
Second Impoundment	$ 50.00
Third Impoundment	$ 75.00
Fourth Impoundment	$115.00

(4) Class D Animal (prohibited, exotic, or wild animals requiring capture by center personnel [provided, if the Class D animal is already contained by the owner, then Class B fee schedule shall apply])

First Impoundment	$ 34.00
Second Impoundment	$ 50.00
Third Impoundment	$ 75.00
Fourth Impoundment	$115.00

Sec. 6-17 Daily Handling Fee

First Day or part of Day	$ 8.00
Each Subsequent Day	$ 8.00

Sec. 6-18 Adoption Fees

Dogs	$ 60.00
Cats	$ 60.00
Ferrets	$ 10.00

Animal Services may utilize adoption subsidy donations to reduce the adoption fee of specific animals to thirty dollars ($30.00) at the discretion of the Animal Services Supervisor. The Animal Services Supervisor, with the approval of the City Manager (or his designee), may further reduce the adoption fee of any animal based on special circumstances where it is determined to be in the best interest of the animal(s) and the shelter.

Sec. 6-21 Carcass Handling/Dead Animal Disposal Fee

Drop-off/Animal Brought to Animal Control Center	$ 15.00 per animal
City Pick-up of Animal	$ 35.00 per animal

Sec. 6-22	**Animal Euthanasia Fees** (including cremation)	$ 30.00 per animal
Sec. 6-24	**Quarantine Fees**	
	First Day or part of Day	$ 8.00
	Each Subsequent Day	$ 8.00
	Rabies Diagnostic Testing	$ 70.00
Sec. 6-30	**Prohibited Animal Permit Fee**	$ 50.00 per animal
Sec. 6-38	**Dangerous Animal Fee**	$200.00 per animal

SECTION 2. The above-mentioned fees as established by the City Council shall be placed on file in the office of the City Secretary and made available to any member of the public who wishes to see a copy of the fees as established by this ordinance. The City Secretary is directed to maintain this Schedule of Fees on file in the City Secretary's office as adopted hereby or as in the future may be established by the City Council. All fees shall be paid to the City at the Animal Control Center in accordance with Article III of Chapter 6 of the Code of Ordinances of the City of Denton.

SECTION 3. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not effect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas hereby declares it would have enacted such remaining portions despite any invalidity.

SECTION 4. Save and except as amended hereby, all the provisions, sections, subsections paragraphs, sentences, clauses, and phrases of the Code of Ordinances shall remain in full force and effect.

SECTION 5. This ordinance shall become effective fourteen (14) days from the date of its passage.

PASSED AND APPROVED this the 18th day of June, 2013.

MARK A. BURROUGHS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: Jennifer Walters

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: Stephanie Berry

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

Schedule of Fees for Services rendered to the Public

Fee Description	Fee
Adoption Fees	
Cat	40
Dog	40
Ferrets, Rabbits, Exotics	40
Small Furries (hamster, guinea pig, and similar)	10
Fowl	10
Impound Fees- Class A, Unaltered (dogs, cats, fowl, each animal)	
1st impound	50
2nd impound (Required sterilization)*	$75 or $150 with sterilization
3rd impound *** (for every impound after)	100
Impound Fees- Class A, Altered (dogs, cats, fowl, each animal)	
1st impound	20
2nd impound	30

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

3rd impound	45
Impound Fees- Class B (prohibited, exotic, or wild animals)	
1st impound	100
2nd impound	150
3rd impound	200
4th impound***	250
Daily Handling Fees	
1st day or part of day	10
Each subsequent day	10
Quarantine Fees	
1st day or part of day	10
Each subsequent day	10
Rabies Diagnostic Testing	75
Carcass Handling/Dead Animal Disposal Fee	
Drop off at Animal Control Center	0

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

City pick up of Animal	35
Dangerous Animal Fee	200
Dangerous Dog Sign	50
Prohibited Animal Permit Fee	75
Microchip Fee	25
Owner Surrender Fee – Altered	45
Owner Surrender Fee – Unaltered	75

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

Schedule of Fees: Denton COUNTY

Fees charged to owners of animals received from COUNTY	
Service Description	**Fee**
Impound Fees- Class A, Unaltered (dogs, cats, fowl, each animal)	
1st impound	$55
2nd impound (Required sterilization)*	$80
3rd + impound	$105
Impound Fees- Class A, Altered (dogs, cats, fowl, each animal)	
1st impound	$25
2nd impound	$35
3rd + impound	$50
Daily Holding Fees	
1st day or part of day	$15
Each subsequent day	$15
Quarantine- 10 days	$150

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

Fees charged to Denton COUNTY	
Service Description	**Fee**
DSHS Head Shipment for rabies specimen	$125
Animal Quarantine- 10 days	$150
Necropsy	At cost
Animal Holding	
Impound Fee	$50
1-3 days	$15/day
4 Days	Previous fee above + $150 sterilization fee and $15 for 4th 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

DENTON ANIMAL SERVICES
SCHEDULE OF FEES

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

City of Denton

City Hall
215 E. McKinney Street
Denton, Texas
www.cityofdenton.com

AGENDA INFORMATION SHEET

DEPARTMENT: Animal Services

DCM: Cassey Odgen, Deputy City Manager

DATE: May 14, 2025

SUBJECT
Consider recommending adoption of an ordinance of the City of Denton authorizing the City Manager to execute an Interlocal Agreement between the City of Denton, Texas, and Denton County, Texas, for the services of holding and dispositioning of animals and the collection of fees pursuant to the provisions of said agreement; authorizing the City Manager to perform all obligations of the City under the agreement; and providing an effective date.

BACKGROUND
Denton County ("County") provides animal control services—including rabies control and animal impounding—for its residents in accordance with Texas Government Code SS 791.001. The County does not maintain facilities for quarantine, intake, or disposition functions. For several years, the County has contracted with the City of Denton ("City") and its shelter to perform these services, with the City invoicing the County under the current interlocal agreement (ILA) **Exhibit 4**.

The existing ILA, adopted on April 6, 2004 (Ordinance 2004-104), outlines the roles and responsibilities of both the County and the City in holding and dispositioning animals and establishes the fee structure for services rendered. The proposed updated ILA reflects current practices, removes credits issued for reclaim fees, and addresses rising operational costs.

Currently, DAS is seeking a recommendation from the Animal Shelter Advisory Committee to Council for the formal adoption of the proposed ILA (**Exhibit 3**).

OPTIONS
Approve or deny.

RECOMMENDATION
Staff recommends approval of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
On April 6, 2004, Council approved ordinance 2004-104 for an interlocal agreement between County and the City for the impoundment and disposition of dogs and cat and the collection of fees.

EXHIBITS
Exhibit 1- Agenda Information Sheet
Exhibit 2- Ordinance
Exhibit 3- Interlocal Agreement 2025
Exhibit 4- Ordinance 2004-104

Respectfully submitted:
Nikki Sassenus, Animal Services Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENTON, TEXAS, AND DENTON COUNTY, TEXAS, FOR THE SERVICES OF HOLDING AND DISPOSITIONING OF ANIMALS AND THE COLLECTION OF FEES PURSUANT TO THE PROVISIONS OF SAID AGREEMENT; AUTHORIZING THE CITY MANAGER TO PERFORM ALL OBLIGATIONS OF THE CITY UNDER THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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 COUTNY 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 COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein.

SECTION 2. The City Manager or designee is hereby authorized to execute on behalf of the City the Agreement for the services of holding and dispositioning of animals between the Denton COUNTY and City of Denton, a copy of which is attached as Exhibit A and incorporated herein.

SECTION 3. The City Manager or designee is further authorized to carry out all duties and obligations to be performed by the City under the Agreement, including, but not limited to, the collection of fees.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____; the ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
_____, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2025.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

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 COUTNY 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 within 30 days, in writing of the fee change.

IMPOUND FEES

Class A, Unaltered Animal	
1st Impound	$55
2nd Impound (requires sterilization)	$80
3rd + Impound	$105
Class B, Altered Animal	
1st Impound	$25
2nd Impound	$35
3rd + Impound	$50

DAILY HOLDING FEES

1st 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 brining 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

Description	Fee
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 4th 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: _____

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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 ear 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 Berry

DENTON COUNTY, TEXAS

Mary Horn
COUNTY JUDGE 3-9-04

ATTEST:
DENTON COUNTY CLERK

BY: Kathleen Bradford

APPROVED AS TO LEGAL FORM:
DISTRICT ATTORNEY

BY: Thomas A. Lever

COMMISSIONER'S COURT OF DENTON COUNTY TEXAS