



**AGENDA ITEM REQUEST FORM  
CITY OF JOHNSON CITY, TEXAS  
CITY COUNCIL**

**ITEM NO. 7**

**MEETING DATE:** June 1, 2021

**AGENDA PLACEMENT:**

- Ceremonial
- Consent
- Individual
- Closed Session

**CAPTION:**

Approval of an Animal Intake and Assistance with Stray Animals Agreement between the City of Johnson City and the PAWS Shelter of Central Texas for the provision of animal reclaiming, surrender, and adoption services for a provisional period of six (6) months; and authorizing the Mayor to negotiate and execute said Agreement, and any extensions thereto, on behalf of the City Council of the City of Johnson City. (Staff)

**STRATEGIC WORK PLAN:**

- |                                                                      |                                                                                  |
|----------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> Not Applicable                              | <input type="checkbox"/> Goal 5: Improve Fire Safety                             |
| <input type="checkbox"/> Goal 1: Increase Housing Diversity          | <input type="checkbox"/> Goal 6: Improve Streets                                 |
| <input type="checkbox"/> Goal 2: Expand Quality Lodging              | <input type="checkbox"/> Goal 7: Increase Publicity & Promotion of the Community |
| <input checked="" type="checkbox"/> Goal 3: Improve Code Enforcement | <input type="checkbox"/> Goal 8: Increase Economic Development Activities        |
| <input type="checkbox"/> Goal 4: Improve Streetscaping & Signage     |                                                                                  |

**EXECUTIVE SUMMARY:**

The Johnson City Police Department currently oversees animal control services for the City of Johnson City. Rescued animals are kept in kennels on-site, and animals are posted on the City's Facebook page for eventual return to their owners. The Department has relied, to date, on citizens to shelter and place for adoption unclaimed animals.

The proposed provisional Agreement provides a mechanism through which unclaimed animals can be sheltered and adopted by the PAWS Shelter of Central Texas. Although provisional for a six (6) month trial period, the Department hopes that the Agreement will become permanent.

Key Agreement Components:

1. 24-hour waiting period prior to transfer of animals to PAWS;
2. Same day intake of well-behaved dogs and cats (non-feral) between 11 a.m. and 4:30 p.m.;
3. \$50 fee for cats and \$70 fee for dogs;
4. 7-day stray hold for rehoming. Thereafter, animal placed for adoption;
5. Fee includes well check, spay/neutering, microchip, and vaccinations. Does not include necessary euthanasia; and
6. Owner reclaim fee of \$25 for cats and \$50 for dogs.

**FINANCIAL:** See above.

**ATTACHMENTS:** Proposed provisional Agreement

**SUGGESTED ACTION:**

Motion to approve an Animal Intake and Assistance with Stray Animals Agreement between the City of Johnson City and the PAWS Shelter of Central Texas for the provision of animal reclaiming, surrender, and adoption services for a provisional period of six (6) months; and authorizing the Mayor to negotiate and execute said Agreement, and any extensions thereto, on behalf of the City Council of the City of Johnson City.

**PREPARED BY:** City Staff

**DATE SUBMITTED:** 5/25/21



To: City of Johnson City  
Mayor- Rhonda Stell  
City Secretary – Rick Schroder  
Chief of Police – Ross Allen

05/21/2021

From: PAWS Shelter of Central Texas  
Board of Directors

Subject: Animal Intake and Assistance  
With Stray Animals Agreement Draft

THIS IS A FINAL DRAFT FOR REVIEW ONLY

This agreement made and entered into by The City of Johnson City (JC) and PAWS Shelter of Central Texas (PAWS) Dripping Springs facility. This agreement is meant to offer assistance to the City Management team and designated staff that is approved by either the Mayor, City Manager or Chief of Police. It is up to each entity to keep updated staff contact information current and will be maintained by a shared document that can be accessed by both entities.

PAWS cannot enter into a formal contract for animal services as it goes against the Mission of the organization. PAWS is a 501 (c) 3 nonprofit No Kill Corporation funded only by general donations and grant funding. There is no city, state or national agreements for Animal Control or any other services that municipal shelters would normally offer if the City of JC maintained and operated an Animal Control department. PAWS does reserve the right to use the agreement if needed to submit for grant funding to help with financial assistance to help fund this program, which is in addition to funding JC will offer for the services covered in this agreement. This agreement is a first of its kind for both the entities and is suggested as a six-month trial that both parties agree to as a beta test for this program. During the six-month beta test, either party can cancel the following agreement with two weeks' notice at any time. This test is to ensure that the levels of service can be met by each party and can be maintained in a long-term relationship once the six-month test is completed.

The following are the services that PAWS will commit to under this agreement:

1. All intake will be done by appointment only which will most likely be same day between 11-4:30. All animals will be the responsibility of JC staff. PAWS will take in both cats

and dogs if in good condition and appear to have no obvious behavior issues. Both cats or dogs must be able to be handled by staff without being muzzled (dogs only) or contained (cats only). Appointments can be made via phone or email and can be done 7 days a week with the exception of the standard holidays. (Xmas, T-Giving, New Years, 4<sup>th</sup> of July).

2. PAWS will charge City of Johnson City for animals brought in for surrender to PAWS directly a fee of \$50 for cats and \$70 for dogs. This would cover animals that may have been dumped or abandoned and there is no recourse to rehome them with original owners. A 7-day stray hold will still go into effect by PAWS and all rehoming efforts will be made to get the animal back to the original owner. Feral cats cannot be accepted by PAWS and JC should contact other cat rescue groups in the are to assist with these animals.
3. PAWS Shelter can house strays after 24 hours if no owner comes forward whether by contact through microchip company or through on line lost and found forums. Johnson City Police department will be required to check for a microchip and make initial contact with owner. If owner does not claim the animal within 24 hours Johnson City staff will contact PAWS for an intake appointment and transport the animal to PAWS for stray hold. PAWS will continue to contact owner but if no response within 7 days and pet is healthy and fits our adoption criteria, the animal will made available for adoption in our adoption program. All fees collected from JC includes a well check and if necessary, will include Spay/Neutering, Microchip, all vaccinations including rabies. PAWS will invoice JC once the 7 days stray hold is completed and payment will be due within 30 days. (Billing requirements can be discussed that will work for both parties) These fees will cover costs to make ready the animal for adoption and are at PAWS cost to JC. If the pet is injured or very ill and needs to be humanly euthanized, Johnson City Staff will retrieve dog or cat immediately and take to their designated vet for euthanasia.
4. If owners of stray animals come forward for reclaim to PAWS, we will charge a reclaim fee of \$25 for cats and \$50 for dogs billed and collected from owners. These prices just cover our intake vaccinations and food and care for 7 days. No charges will be forwarded to Johnson City for these animals.
5. Actively aggressive cats or dogs cannot be accepted by PAWS Shelter. If the animal shows any signs of aggression, the intake will be refused and JC staff will make a decision on the outcome of the animal. PAWS understands shy, scared or stressed-out animals and can determine the state of the animal's behavior at intake. All animals need to be handled easily by staff without muzzles or by restraining them (cats).
6. PAWS can offer consultation with the JC police department in regard to animal cruelty, neglect and abandonment cases as needed. There will be no charge to JC for this service.

7. PAWS cannot offer services to citizens of JC at this time and all animals need to come through the JC Police Department or other staff or volunteers as deemed approved by JC or PAWS. We expect that the JC staff will be advised not to have random citizens contact PAWS for stray services or to advise people to come directly to PAWS with lost or misplaced animals.
8. PAWS is not responsible for any bites or other injuries acquired during an intake or drop off at the Dripping Springs Shelter site. All JC employee injuries will be managed through the JC protocols that are currently in place.
9. This agreement once signed and executed by both parties will be in force for a six-month beta test period. After the test period is concluded, discussion for extension must be approved for both parties and a new agreement will be prepared to address any changes to the program that have been made or any services added and agreed to by both parties. This agreement will expire after the six-month test period.
10. Any issues that come up during the six-month beta test, will be discussed with the parties determined to be owners of the program. Melody Hilburn the PAWS Executive Director will be the main contact for JC during the test period and will give JC a response within 24 hours if texted to 512-470-8110. Text only please no voice mails to ensure a quick turnaround.
11. PAWS will be considered an independent contractor to assist with the above-mentioned services. JC will not provide any fringe benefits, including but not limited to health insurance, paid vacations or any other JC employee benefits including workers compensation insurance.
12. PAWS waives the right to recovery from JC for any injuries that PAWS employees may sustain while performing services under this agreement. PAWS agrees to indemnify, save and hold JC harmless from any and all claims for damages, losses, expenses, fees including attorney's fees, costs and judgments that may be asserted against JC that result from acts or omission of PAWS. JC waives the right to recovery from PAWS for any injuries that JC employees may sustain while performing services under this agreement. JC agrees to indemnify, save and hold PAWS harmless from any and all claims for damages, losses, expenses, fees including attorney's fees, costs and judgments that may be asserted against PAWS that result from acts or omission of JC. Any injuries to either parties staff during this intake process will be covered and managed through that parties incident reporting process. No exceptions will be made to this section of the agreement.
13. This agreement must be executed by two members of the PAWS Board of Directors and two members of the JC staff that will be part of managing this test program.