



**CITY OF TYLER  
CITY COUNCIL COMMUNICATION**

**Agenda Number:** O-3

**Date:** January 9, 2008

**Subject:** Request that the City Council consider approving an interlocal agreement with North East Texas Public Health District (NETPHD), an amendment to the cooperative agreement with NETPHD and adopting an ordinance amending the Fiscal Year 2007-2008 Budget to provide additional funding to the NETPHD due to rising operating costs and to authorize the City Manager to execute new contracts for basic health and animal control services provided by NETPHD.

**Page:** 1 of 1

There have been several operational changes since the fiscal year 2007-2008 budget was adopted that have led to an increase in the North East Texas Public Health District's (NETPHD) cost of providing basic health and animal control services for the City of Tyler. The changes to animal control include a decision by the City to switch to an animal shelter that requires more travel time and related vehicle usage plus the increases in personnel and other operating costs. ( ). After much discussion, it has become clear that a \$15,000 increase in annual payments for animal control services and a \$75,000 increase in annual payments for basic health services are justified.

Attached for the City Council's consideration are the following:

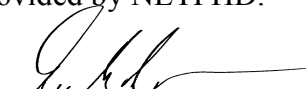
- 1) Interlocal agreement with NETPHD
- 2) Amendment to the cooperative agreement with NETPHD
- 3) An ordinance amending Fiscal Year 2007-2008 Annual Budget to provide additional funding to the NETPHD for their Health and Animal Control Services

**Funding:** General Fund - Animal Control - \$332,000 and NETPHD - \$750,000

**RECOMMENDATION:**

It is recommended that City Council approve an interlocal agreement with NETPHD (Health District), an amendment to the cooperative agreement with NETPHD and adopt an ordinance amending the Fiscal Year 2007-2008 Budget to provide additional funding to the NETPHD due to rising operating costs and to authorize the City Manager to execute new contracts for basic health and animal control services provided by NETPHD.

**Recommended By  
Department Leader**

  
**Gregory Morgan**

**Edited By  
City Manager**



event, the parties shall describe in writing the reasons for alternate representation in a given matter and to keep that writing on file.

Further, the City Attorney's office shall not allow the primary legal advisor for the District to assist in representation of the City against the District so as to avoid any breach of the attorney-client relationship between the District and the primary legal advisor to the District. The City further agrees to hire an outside attorney to represent the City in such a dispute where the relationship between the District and the City Attorney's office provides no way to avoid a breach of the existing attorney-client relationship.

#### **B. Disposal of Property**

The District may request that District surplus personal property items be disposed of pursuant to the City's public auction procedures. The City Purchasing Department shall notify the District of all public auction dates and the District shall follow all City policies and procedures where there is a need to dispose of obsolete, excess, damaged or other surplus personal property items through the City's public auction procedure. The District shall deliver all items to the City Purchasing Agent or designee which is identified for public auction.

The District, as a political subdivision of the State, may also choose to transfer any surplus property to any other political subdivision of the State, on proper agreement with that transferee entity, and pursuant to state law for such transfers.

#### **C. Equipment Maintenance and Support**

The City shall provide District equipment maintenance through the City's maintenance agreements for typewriters, word processors, calculators, other related office machines, and vehicles used by the District, if requested and at cost. Where an item of equipment in need of maintenance falls outside the warranty period and costs are associated with the repair of the item, the City shall, upon invoice from the City's maintenance provider, invoice the District for all costs associated with that maintenance or repair. The District shall remit payment due to the City when requested.

#### **D. Computer Services.**

Additionally, the City's Computer Services Department may provide the District with support services related to computer problems, if possible and on District request. If services are rendered, City shall invoice District for payment.

#### **E. Animal and Vector Control Services by District-Use of City Service Station Gasoline**

The District shall provide all services related to the City's Animal and Vector Control ordinances in return for City's payment of \$317,000.00 plus an additional \$15,000.00 to maintain animal control for a total of \$332,000.00 to be paid in four quarterly payments. The District shall have the right to use gasoline from the City Service Station pumps for animal and vector control vehicles and the mobile unit used by the District, subject to reimbursing the City for such gasoline upon receipt of a bill from City.

#### **F. Prosecution of District Citations or Complaints and Collection of Fines-- Municipal Court Services**

The District shall have the right to file all health related citations and complaints occurring within the corporate limits of the City of Tyler at the City's Municipal Court. All amounts recovered shall be placed into the City's General Fund. The Municipal Court shall keep a written account of all fines recovered as related to District citations and complaints and to make that information available on request by the District.

The District shall make available all witnesses for scheduled court dates, where necessary, and to provide all relevant information on a given citation or complaint at the time of filing. Further, the District shall meet all reasonable requests by the City Prosecutor in preparing a case for prosecution. The City Prosecutor retains all prosecutorial immunities under law in providing such services to the District and shall have the sole authority to determine whether a case should be prosecuted. The District can, at any time following the filing of a citation or complaint, request dismissal of a case by notifying the City Prosecutor who shall then be responsible for assuring that the case is properly dismissed pursuant to Municipal Court procedures.

Where applicable, the Court shall have the same authority to issue and serve warrants related to District tickets and complaints as it does for City generated citations and complaints.

#### **G. Personal and Real Property Ownership**

For the term of this agreement, all personal and real property ownership rights shall be retained by the City. Ownership of personal property currently owned by the City may be transferred to the District during the term of this agreement, but only if supported by written instrument, to be signed by both parties.

#### **H. Mail Service Pick Up and Delivery and Metering.**

City shall provide daily mail pickup and delivery service. City shall also meter postage subject to reimbursement by District upon receipt of a bill.

### **III. LIABILITY OF PARTIES RETAINED**

The parties, as independent political subdivisions of the State, cannot indemnify each other for any claims, damages, judgments, costs, or expenses arising out of the sole or partial negligent or intentional act or omission by the other. The parties agree to provide indemnity where the act or omission giving rise to any claims, damages, judgments, costs or expenses is solely the fault of that party. The City, in providing these administrative and support services to the District, does not assume liability on behalf of the District and the District shall remain obligated to comply with all state, local and federal laws in terms of any service provided herein.

### **IV. MEDIATION AGREEMENT**

Should a legal dispute arise out of the performance of this agreement, the parties shall in good faith attempt to resolve those issues informally, and upon failure to do so shall mediate the dispute prior to any litigation. In this event, the parties shall hire a neutral third party mediator with no vested or future interest in the outcome of the dispute and shall split all associated costs of mediation between the parties. The agreement to mediate is binding as a required step prior to any litigation commencement and the parties will in good faith make every attempt to resolve the dispute without court intervention.

Where in the opinion of the City Manager or the District Director, mediation of a dispute is recommended, that recommendation shall be presented to the City Council and District Board respectively. The City Council and District Board shall be fully briefed on the reasons for mediation and each shall authorize required costs associated prior to any mediation being scheduled.

**ON BEHALF OF NORTHEAST TEXAS  
PUBLIC HEALTH DISTRICT:**

\_\_\_\_\_  
GEORGE ROBERTS, District CEO

Board \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Board Secretary

**ON BEHALF OF CITY OF TYLER:**

\_\_\_\_\_  
BOB TURNER, City Manager

Council 9/26/07

ATTEST:

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
City Attorney

COUNTY OF SMITH

§

**AMENDMENT TO NORTH-  
EAST TEXAS PUBLIC HEALTH  
DISTRICT COOPERATIVE  
AGREEMENT**

STATE OF TEXAS

§

§

**WHEREAS**, the City of Tyler, Texas, and Smith County, Texas, as operating members, entered into a cooperative agreement to create the Northeast Texas Public Health District (formerly Smith County Public Health District), as of October 1, 1993; and

**WHEREAS**, Article III. A. of the original cooperative agreement sets forth the respective budgets of the operating members toward funding the Northeast Texas Public Health District for fiscal year 1994-95; and

**WHEREAS**, an amendment to the original cooperative agreement setting forth the City's funding of the budget approved for operation of the District for fiscal year 2007-2008 of \$750,000.00 was approved by the City on September 26, 2007 and \$486,000.00 was approved by the County on October 1, 2007; and

**WHEREAS**, an amendment is needed to reflect the budget approved for operation of the District for fiscal year 2007-2008;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

**PART 1:** The operating members budget for operation of the Northeast Texas Public Health District for fiscal year 2007-2008, is fully incorporated into the original Smith County Public Health District Cooperative Agreement and thereby replaces any references in Article III. A. of the original agreement to the fiscal year 1993-94 budgeted amounts.

**PART 2:** All remaining provisions set forth in the Smith County Public Health District Cooperative Agreement are in full force and effect and are not modified by this amendment.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_, 2007.

**FOR CITY OF TYLER, TEXAS**

**FOR SMITH COUNTY, TEXAS**

\_\_\_\_\_  
BOB TURNER, CITY MANAGER

\_\_\_\_\_  
JOEL BAKER, COUNTY JUDGE

COUNCIL 9/26/07

A T T E S T:

A T T E S T:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
COUNTY CLERK

APPROVED:

APPROVED:

\_\_\_\_\_  
GARY LANDERS, CITY ATTORNEY

\_\_\_\_\_  
ASSIST. DISTRICT ATTORNEY

**ORDINANCE NO. 0-2008-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS, AMENDING THE BUDGET FOR FISCAL YEAR 2007-2008 AUTHORIZING THE APPROPRIATION OF ADDITIONAL FUNDS FOR HEATH AND ANIMAL CONTROL SERVICES**

**WHEREAS**, basic health service costs have increase to a greater extent than anticipated and

**WHEREAS**, the costs of animal control services has increase due to the usage of an animal shelter that requires more travel to reach.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TYLER, TEXAS:**

**PART 1:** That the following line item accounts as approved in the budget for fiscal year 2007-2008 shall be amended to read as follows:

DEPARTMENT NAME	ACCOUNT NUMBER	ACCOUNT NAME	BUDGETED AMOUNT	REQUESTED INCREASE	REQUESTED DECREASE	BUDGET AS AMENDED
General Government Services	101-0110-412-0651	Animal Control Services	317,000	15,000		332,000
General Government Services	101-0110-412-0652	NETPHD	675,000	75,000		750,000
General Fund	Unreserved fund balance	Unreserved fund balance	100,000		90,000	10,000

**PART 2:** That the City Clerk is hereby directed to file a copy of this budget amendment as required by state law.

**PART 3:** That the amendment of the fiscal year 2007-2008 Budget is required at this time in order to provide funding for the health and animal control services because it creates an urgent public necessity to authorize the amendment to the budget herein contained.

**PART 4:** That this ordinance shall take effect immediately upon approval.

**PASSED AND APPROVED** this the 9th day of January, 2008.

\_\_\_\_\_  
JOESEPH O. SEEBER, MAYOR  
CITY OF TYLER, TEXAS

ATTEST:

APPROVED:

\_\_\_\_\_  
CASSANDRA BRAGER, CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY