

INTERLOCAL AGREEMENT FOR  
ANIMAL CONTROL/SHELTER FACILITIES

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF GOLIAD    §

THIS AGREEMENT is made and entered into by and between the CITY OF GOLIAD, TEXAS (hereinafter referred to as "CITY"), and GOLIAD COUNTY, TEXAS, on behalf of its Sheriffs' Department (hereinafter referred to as "COUNTY").

RECITALS

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

WHEREAS, CITY is organized under the laws of Texas and is authorized to enter into this Agreement; and

WHEREAS, the Goliad County Sheriff's Department ("SHERIFF") is duly organized and functioning in accordance with the laws of the State of Texas; and

WHEREAS, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, the CITY operates Animal Control Services including an Animal Control/Shelter Facility in its normal duties for the purpose of reducing general animal control problems in the CITY, which may include, but are not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treatment of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

WHEREAS, the COUNTY by and through the SHERIFF, currently performs similar services but does not have sufficient area to house strays or other animals it must ensure are properly contained and has a need for such Animal Control/Shelter Facilities; and

WHEREAS, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

NOW, THEREFORE in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

INCORPORATION OF RECITALS

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

#### CITY'S OBLIGATION/SCOPE OF SERVICES

- A. CITY agrees to provide Animal Control/Shelter Facilities to COUNTY for "County-Intake Animal Calls" occurring within the COUNTY. "County-Intake Animal Calls" shall mean calls made by COUNTY to the CITY requesting that the CITY provide Animal Control/Shelter Facilities for dogs, cats, or other small animals, but shall not include facilities for equine, bovine, or swine or wild animals.
- B. The COUNTY's Sheriff or Deputy shall contact the CITY when it has need for a County-Intake Animal Call. In response to such County-Intake Animal Call, the CITY will dispatch at least one Animal Control Officer, so long as there is at least one (1) Animal Control Officer on duty. If no Animal Control Officer is on duty, the COUNTY may access the Animal Control/Shelter Facilities and place the animal in the temporary holding facility designated by the CITY for holding such animal until it can be processed.
- C. Animal Control officers are considered "On duty": Monday through Saturday 8 am to 5 pm. "Off duty" is considered: After 5 p.m. Monday through Friday; all day Sunday; and Holidays
- D. Should the COUNTY have an emergency call that requires immediate assistance, the COUNTY may contact the CITY's Animal Control Officer for assistance.

The following situations are considered emergency calls:

- . Any Fire and Sheriff calls for assistance
- . Vicious/dangerous animal
- . Animal attack/bite against a human

- E. COUNTY agrees to transport all captured animals to the Animal Control/Shelter Facility.
- F. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges. Also, the COUNTY agrees to appear in court as State witnesses in all cases Filed.
- G. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses.
- H. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.
- I. COUNTY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY.

#### CITY'S OBLIGATIONS

- A. CITY shall fully cooperate with COUNTY in the provision of Animal Control/Shelter Facility, including but not limited to, provision of a safe, humane shelter for unwanted, stray, abused and/or impounded animals, provided care, nourishment, veterinarian services, and a safe environment until they are adopted, picked up by the confirmed owner, or otherwise handled.
- B. CITY shall properly complete all forms and other documents that may be required as a result of the performance of the services intended under this Agreement.
- C. CITY shall also assist COUNTY in furnishing any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal.
- D. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

### CITY RIGHTS PRESERVED

Nothing in this Agreement shall divest, diminish or affect either party's authority to issue notices of violations and court citations for alleged violation of law or CITY ordinances.

### CONSIDERATION

- A. In consideration for the CITY's performance of the obligations and services listed herein, the COUNTY shall pay a monthly invoice issued by the CITY for services provided by the CITY during the previous month. Such monthly invoice may be reduced by the amount of fees paid by individuals from impoundment charges.
- B. The COUNTY shall be charged for the services in this contract according to the fee schedule attached hereto to this Agreement. The monthly invoice for the COUNTY services performed in this Agreement shall be paid by the tenth (10<sup>th</sup>) day of every month and mailed to:

City of Goliad  
P.O. Box 939  
Goliad, TX 77963

- C. The CITY will reevaluate all fees prior to the annual October 1<sup>st</sup> renewal date of this Agreement. The CITY will inform the COUNTY of any proposed fee changes thirty (30) days prior to renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. The amended fee changes will not take effect until January 1<sup>st</sup>.

### NOTICE OF NONAPPROPRIATION

If, for any fiscal year, the COUNTY's governing board fails to appropriate funds in amounts sufficient to pay the CITY for performance of its obligations under this Agreement, the COUNTY shall promptly give notice of the nonappropriation of funds. The COUNTY shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The COUNTY shall endeavor to provide the CITY thirty (30) days' notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

### DEFAULT

In the event the COUNTY fails to pay all costs set forth above or perform its obligation set forth herein, the CITY shall give the COUNTY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If COUNTY fails to cure such default during the stated period, the Agreement shall terminate and COUNTY shall assume responsibility for its own animal control operation. In the event the CITY fails to perform its services under this agreement, the COUNTY has all available options under the termination and dispute resolution sections of this Agreement.

### TERM AND RENEWAL TERMS

The Parties have agreed to a trial period to determine whether the current facilities owned and operated by the CITY are sufficient for the needs of the COUNTY. During such trial period, which shall be from Oct 1, 2015 until Sept. 30, 2016, the Parties agree to operate under this Agreement. After such trial period, should the Parties determine that the CITY facilities are sufficient for the purposes and needs of the COUNTY this Agreement shall continue and be in effect from the date of signature through September 30, 2016.

Thereafter, in accordance with 791.011(f) of the Texas Government Code, this Agreement may be renewed annually to run from October 1 until September 30. Unless terminated in accordance with this agreement or by law, upon expiration of the initial term, this Agreement will renew automatically for renewal terms of one (1) year upon the same term and conditions unless amended by the parties in the manner set forth herein.

Should the Parties determine that the CITY facilities must be supplemented in order to provide sufficient space for the animals handled and brought in by the COUNTY, the Parties will undertake any modifications to this Agreement to address how such additional facilities will be provided, who will provide such facilities and under whose control such facilities will be operated.

#### TERMINATION

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if the COUNTY fails to appropriate funds necessary for performance of the obligations under this Agreement, the CITY may terminate this Agreement.
- C. **By Either party:** This Agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the CITY on behalf of the COUNTY prior to termination shall be the responsibility of the COUNTY.

#### INDEMNITY

Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each Party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other Party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.

#### INDEPENDENT CONTRACTOR

- A. The CITY shall be responsible for the Animal Control/Shelter Facilities contemplated under this Agreement. The CITY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control/Shelter Facilities. The CITY shall have ultimate control over the execution of the work under this Agreement. The CITY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
- B. The CITY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

#### DISPUTE RESOLUTION

- A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
- B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
- C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a

meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.

**D. Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: **CITY:** Mayor and/or Mayor Pro Tem; **COUNTY:** COUNTY Commissioner and/or COUNTY Judge.

**E. Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.

**F. Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

#### GENERAL PROVISIONS

**A. Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.

**B. Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

**C. Notices.**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Goliad County

Attn: \_\_\_\_\_

Goliad, Texas 77963

**To CITY:** Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of Goliad

Attn: Mayor

P.O. Box 939

Goliad, TX 77963

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

**D. Authority of Signatories.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**E. Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Goliad County is the proper venue for any action regarding this Agreement.

**F. Venue.** Any litigation in any way relating to this Agreement shall be brought in the State court in Goliad, Texas.

**G. Entire Agreement.** This Agreement represents the entire agreement and supersedes any verbal or written representations of, to or by the parties to each other.

**H. Modification.** If the Parties desire to modify this Agreement during or after the initial term, any

modifications may be incorporated herein by a written amendment.

DATED to be effective this the 25<sup>th</sup> day of April, 2016

GOLIAD COUNTY

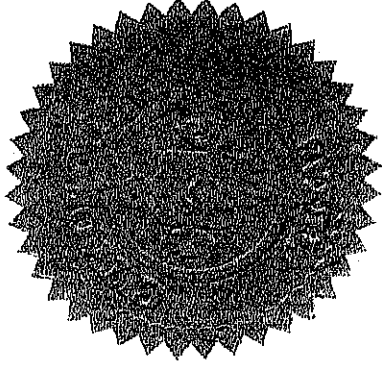
By: [Signature]  
Name: R.T. Calhoun  
Title: County Judge

ATTEST:  
May Ellen Flores

CITY OF GOLIAD

By: [Signature]  
Name: Anna M. Murrell  
Title: Mayor

ATTEST:  
Linda M. Hubert



ATTACHMENT A

Animal Control Fees:

Dogs & Cats:

Impound/first day	\$ 15.00; actual cost if picked up by owner (\$35.00)
(each day thereafter)	\$ 6.00
Euthanasia of owned animals	\$ actual cost
Quarantine Fee (10 days & Vet. Check)	\$ 135.00
Fee per animal brought to shelter for euthanasia by County	\$ actual cost
Fee per animal picked up for euthanasia by County	\$ actual cost