

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS

COUNTY OF ATASCOSA

THIS AGREEMENT is made and entered into by and between **ATASCOSA COUNTY, TEXAS**, on behalf of the Atascosa County Animal Control Authority (hereinafter referred to as "County") and **the CITY OF POTEET, TEXAS**, a Texas Municipality (hereinafter referred to as "Client").

I. 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 animal control assistance and public health and welfare; and

WHEREAS, the City of Poteet is a municipality organized under the laws of Texas and is authorized to enter into this Agreement pursuant to the Texas Local Government Code; and

WHEREAS, Atascosa County is a political subdivision of the State of Texas, duly organized and functioning in accordance with the laws of the State of Texas; and

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

WHEREAS, the Atascosa County Animal Control Authority operates and performs Animal Control Services, as defined herein, for the purpose of reducing general animal control problems in the County, including, but not limited to, protecting its citizens from the dangers and problems associated with free roaming animals; and

WHEREAS, the Client currently has a need for such Animal Control Services and is not equipped to render such services; and

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

WHEREAS, both the County and the Client find it mutually desirable to enter into this Agreement.

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

II. DEFINITIONS

- A. Animal: "Animal" shall mean domesticated dogs and cats.
- B. Animal Control Authority: "Animal Control Authority" shall mean the Atascosa County Animal Control Department. The terms "Animal Control Authority" and "Animal Control Department" are synonymous.
- C. Animal Control Personnel: "Animal Control Personnel" shall mean any employee of the Atascosa County Animal Control Department.
- D. Animal Control Services: "Animal Control Services" shall mean the specific services provided by the Atascosa County Animal Control Authority in response to Client-Reported Animal Calls that are necessary to effectively carry out an animal control program for the Client.

Animal Control Services shall include: the housing and final, humane disposition of stray, unrestrained, homeless, abandoned, or unwanted Animals that are transported to the 'Atascosa County Animal Control Facility; providing a kennel for state-mandated rabies quarantine observation by the Local Rabies Control Authority; and submitting specimens to the Texas Department of Health for rabies testing.

Animal Control Services will not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals from within the incorporated limits of Poteet, Texas.

- E. Animal Shelter: "Animal Shelter" shall mean the facility known as the Atascosa County Animal Control Facility, currently located at 292 Spur 162 Poteet, Atascosa County, Texas, that keeps or legally impounds stray, homeless, abandoned, or unwanted Animals.
- F. County: "County" shall mean Atascosa County, Texas and the Atascosa County Animal Control Department.
- G. Client-Reported Animal Call: "Client-Reported Animal Call" shall mean calls made by the Client to the Atascosa County Animal Control Department or the Atascosa County Sheriff's Department dispatch to request Animal Control Services.
- H. Local Rabies Control Authority: "Local Rabies Control Authority" shall mean the Chief Investigator of the Atascosa County Animal Control Department, as authorized by section 826.017 of the Texas Health & Safety Code.

III. COUNTY'S OBLIGATIONS

- A. County agrees to provide specific Animal Control Services to Client for all Client-Reported Animal Calls occurring within the incorporated limits of the City of Poteet, Atascosa County, Texas, defined as the geographical limits as recorded in the Atascosa County Appraisal District.
- B. The County will confirm at least one (1) Animal Control Personnel in response to a Client request for Animal Control Services, so long as there is at least one (1) Animal Control Personnel "on duty". If there is no Animal Control Personnel on duty, the County dispatch will notify Client that there are no personnel available to accept the animal. In that event, Atascosa County dispatch may determine if the call is an emergency and notify the Animal Control supervisor of the emergency call. The Animal Control supervisor, at his/her sole discretion, will then provide at least one (1) Animal Control Personnel to respond to the emergency call. Only Client-Reported Animal Calls to report animal bites and scratches will be considered an emergency.
- C. County will respond only to calls directly reported by the Client to the County. The County will defer all other requests for Animal Control Services directly to the Client.
- D. County agrees to accept, at its sole discretion, captured Animals transported to the Atascosa County Animal Control Facility by Client. Wild animals will not be accepted by the Animal Control Facility and should be released back into their natural habitat by Client if they have not caused a bite to a human.
- E. To the extent permitted by law, and as provided by the Public Information Act, TEXAS GOVERNMENT CODE, Ch. 552, as amended, County agrees to keep confidential any Rabies Vaccination Certificate information provided by the Client.

IV. CLIENT'S OBLIGATIONS

- A. Client agrees to receive all calls for Animal Control Services from citizens to determine if Animal Control Services are needed, and if so, to initiate Client-Reported Animal Calls. Client shall not direct or advise citizens to call the County for Animal Control Services.
- B. Client shall fully cooperate with County in the provision of Animal Control Services, including but not limited to, 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 Client; 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 scratch; and the name and address of any person believed to own an Animal which the Client has called the County to house.
- C. Client agrees to furnish information to County in a timely and expeditious manner.
- D. Client agrees to assist the citizens of Poteet, Texas with the apprehension of any Animal in appropriate situations.

- E. Client agrees to provide live capture cages to the public for the purpose of catching and transporting any Animal to the Client, who agrees to then transport the Animal to the Animal Shelter.
- F. Client agrees to transport all Animals in an approved, properly functioning live animal cage prior to admittance into the Animal Shelter.
- G. Client agrees to file all criminal or civil charges, in the appropriate court, for any violations of Client's rules and regulations or for any violations of state statutes, at the sole discretion of the Client.
- H. Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal.

V. CONSIDERATION

- A. In consideration for the County's performance of the duties listed herein, the Client agrees to pay the County an annual registration fee of \$250.00. Additionally, the Client shall pay the County for the services, as delineated in this Agreement, according to the fee schedule attached hereto as Exhibit A. With regard to such fee schedule, all fees associated with requested services from Client will be assessed at intake and will reflect the specific services requested by Client.
- B. Client will pay all additional, reasonable, posted incurred cost for the processing of any rabies related investigation which requires submission of a specimen to the Texas Department of Health or for the required 10-day quarantine of any animal no later than thirty (30) days after the Client's receipt of an invoice from the County.
- C. The fee schedule in Exhibit A only applies to requested services upon intake and does not reflect specific services required for the final disposition of any Animal after intake.
- D. In the event that the parties agree to renew this Agreement as provided in Article VIII herein, amounts shall not change without entering into a new written agreement.
- E. In the event that the County determines prior to renewal of this Agreement that the amounts listed in Exhibit A are insufficient to cover costs, the County and Client will meet no later than July 1st of the relevant year to determine the appropriate amount of consideration. The County shall provide to the Client a line-item presentation of the operating budget proposed by the County for the new period. A comparison of the actual revenues and expenses to the amounts budgeted and paid in the prior period will be included in determining the amount of consideration for the new period.

VI. REPORTS

- A. County shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of Client's fiscal year, currently being September 30th. County shall provide to Client, upon request, a copy of any other report not confidential by law or contract, which it may be required to prepare and submit to any federal, state, or other jurisdiction in the course of its animal and rabies control activities. County shall also render to Client at reasonable intervals, such reports and accounting as Client from time to time may require; provided however, if such request becomes burdensome, County may invoice for the cost-of preparation of such reports.
- B. County agrees to retain any records it makes in compliance with this Agreement for a period of three (3) years after the ultimate termination of the Contract, or the amount of time required under the State Records Retention Act, depending on the individual record.

VII. DEFAULT

In the event Client fails to: (i) pay all costs set forth in Article V above, or (ii) perform its obligations as set forth herein, the County shall give Client written notice of default with an opportunity to cure such default within thirty (30) days. If Client fails to cure such default during the 30-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control operation.

VIII. TERMINATION AND RENEWAL

- A. This Agreement shall be effective from October 1, 2024, through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms to run from October 1st to September 30th. The Agreement will be renewed only upon full review of the Services provided herein and upon written approval by both parties.
- B. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. All costs and liabilities incurred by the County on behalf of the Client prior to the termination shall be the responsibility of the Client.

IX. 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.

X. INDEPENDENT CONTRACTOR

- A. The County shall be responsible for the Animal Control Services contemplated under this Agreement. The County shall supply materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. The County shall have ultimate control over the execution of the work under this Agreement. The County shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.
- B. The County shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.
- C. The County shall have full authority for the final disposition of any animal submitted by Client.

XI. GENERAL PROVISIONS

- A. The parties intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section (or more) shall not affect the validity of the remaining provisions or sections.
- B. 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. 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. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entity.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue shall be in Atascosa County, Texas.
- E. Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Atascosa County, Texas:

The Hon. Weldon Cude, County Judge

#1 Courthouse Circle Drive, Suite 101

Poteet, Texas:

County Courthouse

Jourdanton, Texas 78026

With copy to:

County Attorney

#1 Courthouse Circle Drive,

County Courthouse

Jourdanton, Texas 78026

With copy to:

- F. Amendment: This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- G. Binding Agreement: This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- H. Joint Venture and Agency: The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- I. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of the Client and of County.
- J. Payment from Current Revenues. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.
- K. Entire Agreement: This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2024.

Atascosa County
Animal Control Authority
2024/2025 Interlocal Fee Schedule
City of Pleasanton, Charlotte, and Christine

Animal Admission Fee:

Dog: \$30.00

Cat: \$20.00

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$100.00

Cat: \$80.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$20.00

Cat: \$20.00

Specimen Submission:

\$30.00 dog or cat plus shipping and handling

\$40.00 state rabies test.

Atascosa County
Animal Control Authority
2024/2025 Interlocal Fee Schedule
City of Jourdanton, Poteet, and McMullen County

Animal Admission Fee:

Dog: \$37.50

Cat: \$27.50

Quarantine Fee: 10 days hold for rabies (includes Animal Admission Fee)

Dog: \$125.00

Cat: \$100.00

Euthanasia Fee:

Dog: \$75.00

Cat: \$65.00

Animal Disposal Fee:

Dog: \$25.00

Cat: \$25.00

Specimen Submission:

\$50.00 dog or cat plus shipping and handling

\$40.00 State rabies test

ATASCOSA COUNTY, TEXAS

By: _____

HON. WELDON CUDE

County Judge

ATTEST:

County Clerk

POTEET, TEXAS

Deivise L. Sanchez

Mayor

ATTEST:

[Signature]

City Secretary

