

**FIRST AMENDMENT TO THE
WILLIAMSON COUNTY REGIONAL
ANIMAL CONTROL SHELTER INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT (“first Amendment”) is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas (“the Parties”).

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, each of the Parties has previously approved an Interlocal Agreement (the “Agreement”) regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the “Regional Shelter”), and,

WHEREAS, the Parties now desire to amend the Agreement as stated in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree to this first amendment to the Williamson County Regional Animal Shelter Interlocal Agreement as follows:

I.

That Article II, Section 1 is hereby amended with the following:

1. **BOARD REPRESENTATION:** The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party.

II.

1. That Article III, Section 1 is hereby amended by changing the time for the preparation of the status report of the Regional Shelter operations to be on an annual basis rather than on a semi-annual basis.
2. That Article III, Section 1 is hereby amended by adding a new sub-section (f), which shall read as follows:
 - f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article V, Section 2 of the Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any Party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.
3. That Article III, Section 3 is hereby amended by changing the beginning of the fiscal year from April 1st of each year to May 1st of each year.
4. That Article III, Section 5 is hereby amended by changing the monthly budget status report to a quarterly budget status report.

III.

That Article IV is hereby amended by adding a new Section 7, which shall read as follows:

7. Under the Agreement, the County was responsible for acquiring, owning and maintaining the Regional Shelter. The Parties now desire to share an undivided ownership interest in the Regional Shelter real property, including the building(s) and all improvements. The undivided interest shall be as follows:

Williamson County	48.96 %
Cedar Park	10.21 %
Hutto	4.88 %

Leander	8.72 %
Round Rock	27.23 %

After the First Amendment is approved, the County shall prepare a Special Warranty Deed conveying the above-described undivided ownership interests to each Party. The conveyance of the undivided ownership interests is specifically conditioned upon approval of each and every Party.

IV.

1. That Article V, Section 3 is hereby amended to change the reimbursements to the Parties for all license fees and animal reclamation fees from a quarterly basis to an annual basis.

2. That Article V is hereby amended by adding a new Sections 6 and 7, which shall read as follows:

6. NEW EXPANSIONS: The construction of an expansion of the Regional Animal Shelter is planned (the "Expansion"). Notwithstanding any provision contained herein, each Party shall contribute its pro rata share of the cost of the design and construction of the Expansion (the "Expansion Costs"). The pro rata share of the Expansion Costs shall be determined by the average of the past three (3) fiscal years' ratio of the annual number of animals delivered to the Regional Shelter by each Party, as compared to the total number of animals delivered to the Regional Shelter by all Parties. The Board may not award a design and construction contract for the Expansion until the Expansion Costs have been approved by the governmental entities of all Parties. Once a construction agreement is approved, any increase in the contract price must be approved by each party.

7. PAYMENT FOR NEW EXPANSIONS. The County shall contract for all design and engineering costs related to any Expansion, subject to reimbursement from the Parties pursuant to this Section 7. As stated in Section 6, above, each Party shall be responsible for a pro-rata share of the Expansion Costs. Fifty (50%) percent of each Parties' pro-rata share of Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that a bid has been awarded for the Expansion. The remaining Fifty (50%) percent of each Parties' pro-rata share of the Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that the Expansion Costs have been paid in full by the County. Any funding remaining after the completion of an Expansion Project shall be proportionately refunded to each Party.

V.

That the agreement is hereby amended by adding a new Article VI, which shall read as follows:

VI. ADMISSION OF NEW PARTIES:

1. This Agreement may be amended to add other municipalities (“New Party”) located within Williamson County as Parties, conditioned upon the following and subject to approval of the Board:
 - a. The New Party must agree to conform to and abide by all conditions in this Agreement.
 - b. Prior to admission, the New Party and the Board shall agree on the New Party’s share of capital costs (Equity Buy-in Fee) and M&O Expenses. The New Party will be required to pay the Equity Buy-in Fee as set by the Board at the time the New Party joins this Agreement. M&O Expenses will be reviewed and adjusted annually.
 - c. The Equity Buy-in Fee is non-refundable once the New Party first utilizes the Shelter.
 - d. New Parties will be responsible for their portion of the shared M & O Expenses and future Expansion Costs, as defined in Article V(2) and V(6), respectively.
 - e. A new Party, satisfying all other requirements to join the Shelter, shall appoint a representative as defined in Article II (Board Representation).
 - f. If a New Party joins this Agreement, the apportionment of the M & O Expenses and Expansion Costs for the remaining Parties will be reapportioned.

VI.

MISCELLANEOUS

1. The Parties agree that in the event any provision of this First Amendment is held by a court of competent jurisdiction to be in contradiction of any laws of the State of the Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This First Amendment constitutes the entire amendment if the Agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this this First Amendment of the Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this First Amendment.
3. This First Amendment shall be performable in Williamson County, Texas.
4. All other terms and conditions of the Agreement as previously approved by the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

(The rest of this page left intentionally blank)

WILLIAMSON COUNTY
Commissioners Court

ATTEST:

By: _____
DAN GATTIS
County Judge -
Williamson County, Texas

By: _____
NANCY RISTER
County Clerk

CITY OF ROUND ROCK
City Council

ATTEST:

By: _____
ALAN McGRAW
Mayor - Round Rock, Texas

By: _____
SARA WHITE
City Clerk

CITY OF LEANDER
City Council

ATTEST:

By: _____
CHRIS FIELDER
Mayor - Leander, Texas

By: _____
DEBBIE HAILE
City Secretary

CITY OF CEDAR PARK
City Council

ATTEST:

By: _____
MATT POWELL
Mayor - Cedar Park, Texas

By: _____
LEANN QUINN
City Secretary

CITY OF HUTTO
City Council

ATTEST:

By: _____
DOUG GAUL
Mayor - Hutto, Texas

By: _____
SETH GIPSON
City Secretary