

RESOLUTION NO. R-2023-154

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

Section 1: That the City Manager is hereby authorized to execute a Interlocal agreement for Animal Control Services with Bastrop County for services provided to the city of Bastrop;

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect on November 1st, 2023, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 10th day of October 2023

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**INTERLOCAL AGREEMENT
BASTROP COUNTY AND CITY OF BASTROP FOR ANIMAL CONTROL SERVICES**

This Interlocal Cooperation Agreement, related to Animal Shelter Services ("Agreement"), is made and entered by and between the City of Bastrop, a municipal corporation, (the "City") and Bastrop County, a local governmental entity ("the "County"). The County and the City may be herein referred to jointly as the "Parties" and singularly as "Party."

RECITALS

WHEREAS, pursuant to the authority granted under State law and as reflected in its Municipal Code, the City has established a Department of Animal Control, related to the operation of a comprehensive Animal Control Program within its City limits. The City's Animal Control Code provisions are generally enforced by the City, and more specifically its Animal Control Officer, in order to promote the health, welfare, and safety of humans and animals within its municipal jurisdiction; and

WHEREAS, pursuant to its Municipal Charter, State law and its Code, the City has the authority to contract with one or more public and/or private entities for the purpose of maintaining and operating an animal shelter to serve the City's Animal Control requirements and the public's needs; and

WHEREAS, pursuant to the authority provided to it by State law and the Local Government Code, the County has established and currently operates and maintains an Animal Shelter to provide services related to Animal Control to residents and animals located in Bastrop County, Texas: and

WHEREAS, pursuant to the above noted authorities held by both the County and the City, the Parties have determined that the City desires to delegate to the County, and the County desires to be responsible for the operation and management of certain activities related to Animal Control within the City's jurisdiction. More specifically, the County and the City desire to formalize their mutual agreement that the County will assume the responsibilities and duties concerning post-impoundment shelter/housing of strays and other impounded animals, the humane euthanasia of same (when deemed necessary by the County and in compliance with State and local laws and regulations), and the disposal of impounded animals, as set forth herein, which activities shall be conducted by the County at the County's Animal Shelter facility ("Shelter");

NOW, THEREFORE, in consideration of these premises it is mutually agreed between the Parties as follows:

1. GENERAL TERMS AND CONDITIONS

- 1.1** The Parties acknowledge and agree that all terms used in this Agreement, when not specifically defined herein, shall have the meanings set forth in the Bastrop County Rabies and Animal Control Ordinance, a copy of which is attached hereto and made a part of this Agreement.
- 1.2** The City shall not deliver domestic livestock or Exotic Animals to the Shelter, unless otherwise specifically approved and agreed in advance by the County Shelter personnel. The County shall have sole authority to determine, on a case-by-case basis, whether it will accept domestic livestock or Exotic Animals at the County's facilities, under the terms set forth herein.
- 1.3** OPERATIONAL DAYS The Bastrop County Shelter is generally open to the public and available to the City seven (7) days a week, between the hours of 8am and 4pm, with the exception of County recognized holidays when the hours may be reduced. Other exceptions to these hours may be due to County declared emergencies per the County Judge or other adverse conditions, with County Commissioner liaison approval. Dates that the County recognizes as holidays are available to the public by viewing the online calendar or by contacting County administrative offices. During the above mentioned hours, the Shelter is available for owners to reclaim impounded or held animals.
- 1.4** Animals impounded by the City and held by the County at the Shelter will become property of the County if they are not reclaimed during the holding period as noted herein. The County will dispose of such unclaimed animals as the County deems appropriate to the specific circumstances. (E.g., via adoption, humane euthanasia, and/or transfer to a rescue society).

2. GENERAL PROVISIONS OF ANIMAL CARE

2.1 City Authority to Impound/Deliver Animals to the Shelter

2.1.A Animals owned or harbored in violation of City Code of Ordinances, or laws of the State of Texas, may be taken into custody by an Animal Control Officer or other designated official and impounded under the provisions of the City's laws and regulations. Included is the authority to deliver such animals to the Shelter, per terms of this Agreement. This Agreement pertaining to sheltering, fees, reclaim periods, quarantine, disposition, and other requirements shall apply to all animals brought in from within City Limits, including those brought by City Animal Control Officers, other designated officials, or private citizens. The City may request the assistance of the County in controlling or capturing animals within their city limits. However, The County's assistance will be based on availability between the hours of 0800 and 1600 during regularly staffed days (not including holidays). Bastrop County may respond to emergencies (ex. due to arrest, accident, medical emergency or death of a person -with no caregiver for animal able to be located, confirmed possible rabies exposure from an animal without a known owner). If the County is available and provides such assistance, there will be a separate hourly charge for those services (see Section 4).

2.1.B Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set forth by Bastrop County and as agreed between the parties for operation of the Shelter. The fees for the impoundment of animals are to be collected by the Shelter on behalf of the City and the City agrees that, as partial consideration for this Agreement, the County shall have the right to retain all assessed and collected fees due from owners or harborers of impounded animals, as set forth in Bastrop County Rabies and Animal Control Ordinances.

2.2 Holding Periods and Disposition of Impounded Animals

2.2.A Dogs or Cats that are Impounded **Without** Identification. Dogs or cats impounded by the Animal Control Department or taken to the Shelter by a person other than the harbinger or owner of that animal, **and which do not have traceable Identification**, shall be held for a minimum of **48 hours**, during which time period the owner may present proof of ownership at the Shelter and reclaim the animal, upon payment of all applicable fees and costs incurred during and/or related to the impoundment of the animal at the Shelter. In the event that a dog or cat is not claimed at the Shelter within 48 hours, that animal shall become the property of the County, as the City's designee.

2.2.B Dogs or Cats Impounded **With** Identification. Dogs or cats impounded by the Animal

Control Department or taken to the Shelter by a person other than the harborer or owner of that animal that have traceable identification or when an owner or harborer of the animal is otherwise known by the County or City Animal Control personnel, shall be held by the Shelter, or its assignee, for a minimum of five (5) operational days from the date the animal enters the Shelter.

2.2.B.1 During this time, the City Animal Control Department or County Shelter personnel will attempt to notify the owner or harborer of the impoundment of the animal, as shown on the identification or as otherwise determined by the County. Holidays and other days that the facility is closed are specifically excluded from the minimum **five** (5) day holding period, noted herein.

2.2.B.2 The owner or harborer of such animals may claim them from the County at any time during the **five** (5) day confinement period, after compliance with the requirements herein.

2.2.C In the event that such an impounded animal is not claimed as set forth above, the impounded animal shall be deemed **voluntarily surrendered** by the owner or harborer, and shall become the property of the County as of the start of business on the **sixth** (6th) day of impoundment, or at the start of business on the day following the written agreed upon date and time as stipulated under (3) (a), and the County may dispose of the animal as it deems appropriate.

2.3 The five (5) day holding period may be extended if the owner or harborer of an animal that is impounded with identification has:

2.3.A Notified the Bastrop County Animal Shelter in writing, on or before the close of business on the **fifth** (5th) day of impoundment, and made written arrangements with the Director of the Shelter for a date and time to reclaim the animal, and

2.3.B Pays all applicable fees and ~~satisfies~~ other County requirements necessary for claiming the impounded animal.

2.4 Animals Surrendered by the Owner/Harbinger. In addition to the voluntary surrender of animals that are not timely claimed from impoundment, as noted above, all other animals surrendered by the owner or harbinger to the County shall become the property of the County **immediately** upon completion of the owner or harbinger surrender form. Fees for owner or harbinger surrendered animals are as shown in the "Bastrop Animal Shelter Fee Schedule", as published on the Bastrop County Website / Animal Shelter. A current fee is attached hereto as Exhibit "A".

2.5 Animals other than dogs and cats that are impounded. All animals, other than dogs

or cats, that are impounded by the Animal Control Department or the Shelter, or animals that are brought to the Shelter by a person other than the owner or harborer, shall become the property of the Shelter **immediately upon surrender**, unless such ownership is prohibited by state or federal law.

2.6 Disposition of animals. Any animal that cannot be adopted or transferred to a proper and appropriate agency or person shall be euthanized by the Shelter by means approved by the American Veterinary Medical Association and/or the Texas Veterinary Medical Association or by other State of Texas approved method. S u c h euthanasia is to be administered in compliance with the laws of the State. Animals listed as endangered or protected shall be transferred to the proper authority at the earliest possible date or otherwise maintained in accordance with State and Federal laws.

2.7 Animals Held on Complaint or by Court Order. If a complaint has been filed in municipal court against the owner and/or harborer of an animal that is impounded at the Shelter for a violation of the Code, the animal shall not be released except on the order of the City's Animal Control Department, which may also direct the owner and/or harborer to pay any penalties for violation of its Code, in addition to payment of all impoundment fees and costs incurred by the Shelter. Surrender of an animal by the owner and/or harborer thereof, to the Shelter or the Animal Control Department, does not relieve or render the owner or harborer immune from the decision of the Court related to that animal, nor from the fees, fines, or other costs that may result from a violation of the Code.

2.8 Removal of Animals from Confinement Shelter.

2.8.A Removal of animal from confinement- It is unlawful for any person to remove or allow escape from any place of confinement any dog, cat, or other animal which has been ordered to be confined in the Shelter, without the express consent of a Court of Law, or the County and/or the City.

2.8.B Delivery of Impounded Animals The Parties agree that City's authorized agents shall have the right to deliver impounded animals to the custody or control of the County as follows:

2.8.B.1 When feasible, the City will deliver impounded animals to the Shelter during the hours that the Shelter is generally open to the public, as set forth herein in Article I, Paragraph 3.

2.8.B.2 In addition to its general public business hours, the County will provide access to the Shelter to the City for the delivery of animals to the Shelter outside of general public business hours through a sally port, or other means, and

making available crates or other approved enclosures in which the animals may be placed.

- 2.8.B.3 Dead Animals and Fowl. Dead animals will not be accepted by the County at the Shelter unless such deceased animals are brought to be prepared for rabies specimen testing. The City Animal Control Officer shall perform the required preparation, proper storage, disposal, labeling, and transfer to the Texas Department of State Health Services testing facility.
- 2.8.B.4 At the time of delivery, the City's authorized agent(s) shall complete all Shelter Release Forms and Impoundment Forms for each animal delivered to the Shelter, including animals that are dead and submitted for rabies testing. In addition to release and impoundment forms, the City's authorized agent(s) is responsible for notifying a Shelter staff member and remaining with the animal(s) to assist during the intake process until the animal has been (i) delivered into the control of Shelter staff, if available, or (ii) secured in an available crate or other approved enclosure if delivery is outside of general public business hours and Shelter staff are not available.

3. COUNTY RIGHTS and RESPONSIBILITIES

- 3.1.** Bastrop County will provide the necessary impoundment and release Shelter forms for use by the City's representatives and agents.
- 3.2.** Upon taking custody of impounded animals at the Shelter, the County will care for and hold such animals as per the terms of this Agreement, as follows:
- 3.3.** Animals that are brought to the Shelter by the City as a result of formal complaints filed in a Court of Jurisdiction shall be held by the County as ordered by the Court. The staff at the shelter must be notified of the required hold period at the time of drop off and the ordered hold period must be clearly noted in the impound documentation.
- 3.4.** Sick, injured, or animals deemed a danger to the health and welfare of citizens or Shelter staff may be humanely euthanized by the County at any time deemed appropriate, in the County's sole discretion.
- 3.5.** Bastrop County shall not be obligated to provide veterinary care for any sick or injured animal that is taken by the Shelter. If either the City or County determines that it will, at its sole discretion, seek veterinary care for an impounded animal, then the owner/harbinger of such animal shall be responsible for payment of any veterinarian fees or medical care costs incurred while the animal is under impoundment at the Shelter.
- 3.6.** If the City determines that an animal must be quarantined, consistent with

applicable law and the City's local ordinances and practices, the City agrees that the place of quarantine shall be designated as the private premises of the animal's owner ("home quarantine") when such home quarantine would reasonably ensure compliance with applicable laws and regulations. If the City requests that Bastrop County provide quarantine facilities or services, Bastrop County will not be obligated to provide quarantine facilities or services under this Agreement, but may do so at its sole discretion. Bastrop County agrees to exercise its discretion based on factors such as its quarantine capacity, adequacy of staffing and other resources, and compliance with applicable laws and regulations, and to not unreasonably withhold or deny quarantine facilities or services. If the County elects to provide such quarantine facilities or services, then all applicable quarantine fees will be paid by the animal owner/harbinger prior to initiating the quarantine holding period. Fees for quarantine services shall be those set by the Commissioners Court. Any fees paid for quarantine services shall be the property of Bastrop County.

3.7. Owners of impounded animals are required to pay all fees and other costs related to the impoundment as set by Bastrop County and as detailed in the Bastrop County Rabies and Animal Control Ordinances.

3.8. Quarantine of Animals at the Shelter and Disposition of suspected animals. Any Animal that has bitten or scratched a person may be quarantined for observation and disposed of by the Shelter as follow:

3.8.A be **immediately** euthanized and submitted to DSHS for rabies testing; or

3.8.B. held for a period of **forty-eight (48) hours**, while attempting to contact the owner, then euthanized and submitted to DSHS for rabies testing; or

3.8.C. held for a period of **ten (10) days** from the date of the bite/scratch, after which 1) the owner may reclaim (upon payment of fees), 2) the animal may be transferred to a rescue agency or adopted out; or 3) the animal may be euthanized and disposed of.

3.9. The County will collect and retain all fees paid by animal owners who reclaim animals that have been impounded and reclaimed, regardless of which entity or agency placed the animal(s) at the Bastrop County Shelter.

3.10. The County will require owners who desire to reclaim their animals to show proper identification and current rabies vaccination, prior to release of each impounded animal. Any owner located within the jurisdiction of the City that fails to provide proof of rabies vaccination may be referred to the City Animal Control Officer for the purpose of citation in accordance with City/State law.

4. TERM and FINANCIAL CONSIDERATION

4.1 This Agreement shall be effective for a term of **two (2) years**, beginning October

1, 2023 and ending September 30, 2025.

- 4.2** The Parties agree that the financial consideration to be paid by the City to the County for performance of the services, obligations, and responsibilities under this Agreement are as follows:
- 4.3** The City shall remit to the County Two Hundred and Twenty-Five Dollars per Animal (\$225.00) for the first year of this Agreement and Two Hundred and Seventy Dollars per Animal (\$270.00) for the second year this Agreement, which amounts due will be invoiced by the County by the 5th of each month for the prior month's services. The City agrees to pay invoice within 30 days.
- 4.4** If the County provides requested assistance in capturing or controlling animals within their city limits, there will be a \$100 per hour charge for those services. These fees will be in addition to the service fees in subsection 4.3 above. Any such fees will be invoiced to the City within 60 days of the services being provided.

5. MISCELLANEOUS PROVISIONS

- 5.1.** Amendment or Revision. The City and the County agree that a request to renegotiate, amend, or revise this Agreement may be made by either Party at any time during its term, upon a minimum of 90 days written notice to the other Party.
- 5.2.** Notices Written notices related to this Agreement shall be as follows:

5.2.A. To the County:

Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

With Copy to:

Bastrop County District Attorney
804 Pecan Street
Bastrop, TX 78602

5.2.B. To the City:

City of Bastrop
Attn: City Manager
1311 Chestnut Street
Bastrop, TX 78602

With Copy to:

The Bojorquez Law Firm, PC
Attn: Alan Bojorquez
11675 Jollyville Rd., Ste. 300
Austin, TX 78759

- 5.3.** Effective Date- It is mutually understood and agreed to by the Parties hereto that this Agreement shall become **effective on the later of the first date of the term set forth in subsection 4.1 or the later of the dates of the Parties' signatures noted below**, and shall remain in effect for a term as set out herein, unless otherwise terminated as per the provisions set forth herein.
- 5.4.** Written Notice Not to Renew- If either Party intends not to renew this Agreement, they shall give written notice to the other Party at least 90 days prior to the expiration date.
- 5.5.** Current Revenues, Non-Appropriations. Each Party hereby represents that the Party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to the paying Party. Continuation of this Agreement is contingent upon appropriation or availability of current revenues sufficient to pay for performance of functions or services under this Agreement. If the governing body of a Party for any reason does not allocate funds for this Agreement in the annual budget for any given budget year, such Party may terminate this Agreement in whole or in part effective as of the last day in the budget year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for such non-appropriation is not a default and the terminating Party shall not incur any liability or penalty as a result thereof. Each Party shall endeavor to notify the other in writing of any such non-appropriation of funds at least ninety (90) days in advance.
- 5.6.** Public Relations. If the circumstances of an impoundment of an animal under this Agreement require a press release or other public relations communications, at the discretion of either the City or the County, the Parties agree that: (a) the City may, in its sole discretion, prepare and issue a press release or other public relations communications regarding circumstances involving City staff and facts relating to events preceding delivery of the animal to the Shelter; and (b) the County may, in its sole discretion, prepare and issue a press release or other public relations communications regarding circumstances involving County staff and facts relating to events following delivery of the animal to the Shelter. Each Party shall instruct its staff not to comment publicly on the circumstances of impoundments under this Agreement.
- 5.7.** No Liability of City or County Personnel - The Parties agree that no provision of this Agreement is intended to or shall be interpreted to negate or diminish any statutory or common law rights the City or County may have to Immunity under the laws of the

State of Texas.

- 5.8.** Amendments- This Agreement may be amended only by a written instrument so stating which is executed by the Parties hereto.
- 5.9.** Severability- If any provision of this Agreement shall be invalid or unenforceable for any reason and to any extent, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.
- 5.10.** Headings- All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- 5.11.** Waivers- No failure or delay of a Party in the exercise of any right given to such Party hereunder or by law shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other further exercise thereof or of any other right. The waiver by a Party of any breach of any provision hereof shall not be deemed to be a waiver of any subsequent breach thereof or of any breach of any other provision hereof.
- 5.12.** Governing Law- This Agreement shall be construed, interpreted and applied in accordance with and shall be governed by, the laws applicable to the State of Texas. Any disputes regarding this Agreement will be heard in the courts of Bastrop County, Texas, or in the Federal District Court in Austin, Western District of Texas, Austin District.

THE CITY OF BASTROP

_____ Date _____
Mayor

ATTEST: _____
City Secretary

COUNTY OF BASTROP

_____ Date _____
County Judge

ATTEST: _____
County Clerk