

THE STATE OF TEXAS
COUNTY OF STEPHENS

**INTERLOCAL AGREEMENT BETWEEN
STEPHENS COUNTY AND THE CITY OF BRECKENRIDGE**

This Interlocal Agreement is made and effective as of the ____day of January, 2024, by and between the Commissioner's Court of Stephens County, Texas, (hereinafter referred to as "County") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said Commissioner's Court, and the City Commission of Breckenridge, Texas, (hereinafter referred to as "City") a political subdivision, acting pursuant to a resolution duly voted upon and passed during a regular called meeting of said City Commission.

**THIS AGREEMENT IS MADE PURSUANT TO THE INTERLOCAL
COOPERATION ACT OF THE TEXAS GOVERNMENT CODE.**

NOW, THEREFORE, in consideration of the following promises and covenants, and of the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate for the benefit of the citizens of the City of Breckenridge and Stephens County, Texas, in providing and carrying out their public functions and services, agree as follows:

1. RECITALS.

The City shall own and operate an animal shelter in Breckenridge, Stephens County, Texas, for the benefit of the City of Breckenridge and Stephens County, Texas. The City shall provide animal control services, including but not limited to housing, food, water, and veterinary services, if needed, for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in the City of Breckenridge and for lost, stray, homeless, abandoned, unwanted, dangerous, or aggressive dogs or animals located in unincorporated areas of Stephens County, Texas, which have been specifically referred to the said Animal Shelter by the Stephens County Sheriff's Department.

The County and the City desire to enter into this agreement in regard to the operation of said Animal Shelter to ensure the benefit, safety, and welfare of the citizenry of Stephens County, Texas and Breckenridge, Texas, and for the humane treatment of said animals as set forth in the laws of the State of Texas.

2. DEFINITIONS.

- (a) Breckenridge Police Department shall be referred to herein as Police Department.
- (b) Breckenridge Chief of Police shall be referred to herein as Chief of Police.
- (c) Breckenridge Animal Shelter shall be referred to herein as Animal Shelter.
- (d) Breckenridge Animal Control Officers shall be referred to herein as Animal Control Officers.
- (e) Stephens County Sheriff's Office shall be referred to herein as Sheriff's Office.

- (f) Stephens County Sheriff shall be referred to herein as Sheriff.
- (g) Stephens County Sheriff's Officers or Deputies shall be referred to herein as Sheriff's Officers.
- (h) Animal Shelter shall mean the facility that shall keep or legally impound stray, homeless, abandoned, feral, quarantined, or unwanted animals.
- (i) Animal Control shall mean the animal control function of Breckenridge, Texas
- (j) Animal Control Officer means any person licensed and employed by City to care for animals at the Animal Shelter.

3. CITY RESPONSIBILITY.

The City shall employ and be totally responsible for the actions of all employees of the Animal Shelter, the Animal Control Officers, and the Police Department.

The City shall bear all the expenses to operate the Animal Shelter including but not limited to electric, water, gas, trash, phone, internet and sewer services. The City shall pay any expenses for the ordinary upkeep, maintenance, repair, and wear and tear of the Animal Shelter and its surrounding premises.

The City shall be responsible for any food, transportation of animals, and any special needs of an animal. The City shall be responsible for all veterinary expenses, medication, sterilization, and euthanization for all animals placed in the Animal Shelter by Animal Control Officers, the Police Department, or the Municipal Court Judge.

The City agrees to collect, retrieve, gather, transport, house, feed and care for any animals so requested by the Sheriff's Office through a verbal or written request to the City, the Animal Control Officers, and/or the Police Department. This shall be accomplished as soon as possible without unnecessary delay.

The City shall house, provide care for, support, maintain, and confine animals in the Animal Shelter delivered to the Animal Shelter by the Animal Control Officers, Police Department, Sheriff's Officers and the public as well as any animal ordered to be delivered to the shelter by the Breckenridge Municipal Court Judge, Stephens County Justice of the Peace, Stephens County Judge, 90th Judicial District Judge.

The Chief of Police shall develop and implement a set of Rules of Operation for the Animal Shelter that are in compliance with Texas State law and distribute those rules to all Animal Shelter employees, all Animal Control Officers, the Police Department Officers and all Sheriff's Officers. The Police Officers, Animal Control Officers, the Sheriff's Officers, and Animal Control employees shall follow the City's Rules of Operation for the said Shelter, and all state laws and local ordinances.

4. COUNTY RESPONSIBILITY.

The County shall pay the City \$30,000 annually, payable in twelve (12) monthly payments to support the operation of the Animal Shelter. Said payments from the County shall

be made by check and delivered to the City Offices. These funds shall be used by the City only and strictly for the expenses directly associated with the operation and staffing of the Animal Shelter.

In addition, the County shall be responsible for all veterinary expenses, medication, sterilization, and euthanization for all animals placed in the Animal Shelter by the Sheriff's Officers or that are placed there at the direction of the Sheriff's Officers, the Stephens County Judge, the Stephens County Justice of the Peace, or the 90th District Court Judge.

5. LIABILITY & INSURANCE.

It is agreed by the City and the County that said City shall assume complete responsibility for the care, control, sheltering, feeding, health, safety, and medical care of the animals while said animals are housed in the Animal Shelter. It is also agreed that the City shall assume complete responsibility for the care, control, health, safety and medical care of the animals while said animals are being transported. The animals under the control of the Animal Shelter shall at all times be kept under humane conditions and treated humanely at all times. The City agrees to pay for and maintain appropriate insurance coverage for liability purposes in regard to all aspects of the Animal Shelter.

6. REPORTS.

The City agrees to furnish the County quarterly reports detailing the Animal Shelter's operation. This report shall include current photographs of the shelter and dogs, total number of animals taken into the Shelter (city vs county), number of animals "adopted out" (city vs county), number of dogs quarantined (city vs County), number of dogs euthanized (City vs County), verified expenses for County housed animals for which the City is requesting reimbursement for veterinary services, euthanization expenses, sterilization, and any other charges.

7. ANIMAL TREATMENT.

The City shall keep the shelter in a sanitary condition as defined under Chapter 826 of the Health & Safety Code and in compliance with the City's Animal Control Ordinance. All Animals shall be confined in enclosures that are structurally sound and maintained in good repair.

The City shall supply all animals impounded in the Animal Shelter with sufficient wholesome food and water during confinement.

The Animal Shelter shall protect impounded animals from the cold, wind, rain, and snow.

The Animal Shelter shall provide animals with fresh air either by means of windows, doors, vents, fans, or air conditioning and shall be ventilated so as to minimize drafts, odors, moisture condensation.

All euthanizations of an animal must be performed in accordance with the Section 821

Health & Safety Code and in accordance with the American Veterinary Medical Association standards.

8. TERM.

This Interlocal Agreement shall be for a period of one (1) year beginning October 1, 2024 and ending September 30, 2025. At that time, all terms of this Agreement shall be renegotiated between the parties currently in office at that time.

9. NECESSITY FOR SERVICE.

The City and the County acknowledge and agree that a part of the responsibilities of both the City and the County is for the betterment of the public welfare and the parties hereby agree that such responsibility makes it imperative that the performance of the services be undertaken by both the County and the City as a governmental function. Therefore, each and all of the parties to this Agreement hereby invoke the doctrine of governmental immunity to the maximum extent permitted by law.

10. COMPENSATION.

All parties to this Agreement agree and understand that this agreement is entered into solely for the limited purpose of protecting the health, life, and property of those individuals in the City of Breckenridge, Texas and Stephens County, Texas. Therefore, all parties hereto agree and understand that the City officers and employees shall not be entitled to wages, salary, pension, insurance, or any other type of compensation from the County for rendering any services described herein, nor shall County officers and employees be entitled to wages, salary, pension, insurance, or any other type of compensation from the City while performing any duties described herein.

11. QUALIFICATIONS.

The City warrants and represents that its Police Officers, employees, Animal Control Officers, and Animal Shelter employees are qualified to provide the necessary services required under this Agreement and that all services will be provided in accordance with the generally accepted standards, state laws, and local ordinances applicable thereto in an acceptable humane manner. All services provided hereunder shall be in accordance with all Federal laws, Texas laws, and local ordinances, rules, and regulations. Said officers or employees of the City shall observe and comply with all applicable Federal, State, and local laws, rules, and regulations as well as provide all services in a humane manner.

12. TEXAS TORT ACT.

The County may be responsible for the acts or failures to act of its Sheriff, Sheriff's Office employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act. The City may be responsible for the acts or failures to act

of its Chief of Police, the Police Department employees, agents, or servants, Animal Control Officers, and Animal Shelter employees, but provided, however, such responsibility shall be subject to the terms, provisions, and limitations, of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

13. INDEMNIFICATION.

To the extent allowed by law, the City shall indemnify, defend, and hold harmless the County, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the City who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the County's Sheriff's Office.

To the extent allowed by law, the County shall indemnify, defend, and hold harmless the City, with respect to any claims, demands, actions, costs, and other expenses including attorney fees, court costs, or mediation expenses resulting from any errors, omissions, torts, or other negligent acts or omissions of the officers or employees of the County who are acting under this Agreement, unless the officers or employees are acting under the direct supervision of a member of the City's Chief of Police or Police Department.

14. PRIOR AGREEMENTS.

This Agreement shall supersede any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding between the parties hereto.

15. AMENDMENTS, MODIFICATIONS, TERMINATION.

This Agreement may be amended or modified at the written request of either party hereto and with by a majority vote of the County Commissioner's Court and the City Commission with a thirty-day written notice to the other party. No amendment or modification of this Agreement shall be valid or binding unless in writing and enacted by both the County Commissioner's Court and the City Commission of the City.

Either party hereto may terminate this Interlocal Agreement with 30 days' written notice.

16. SEVERABILITY.

This agreement is entire as to all the performances to be rendered under it. Breach of any obligation to be performed by either party shall constitute a breach of the entire agreement and shall give the non-breaching party the right to immediately terminate this agreement.

If any term, provision, covenant, or condition of this agreement is held to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and

shall in no way be affected, impaired, or invalidated.

17. FORCE MAJEURE.

In the event that either party hereto shall be prevented, interrupted, or delayed by any occurrence from completing their required performance of their obligations or undertakings hereunder by an act of God, the result of war, riot, civil disorder, sovereign conduct, or the act or conduct of any person or persons who are not parties or privy hereto or any other occurrence whatsoever which is beyond the control of either party hereto, then that party shall be excused from any further performance of that party obligations and undertakings hereunder for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

18. NOTICES.

Any notice required under this Agreement shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth herein for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified herein.

Address of the County:

Honorable Michael Roach (or his successor in Office), Stephens County Judge
Stephens County Courthouse
200 W. Walker, Breckenridge, Texas 76424

Address of the City:

Office of the City Manager, Cynthia Northrop (or her successor in office)
105 N. Rose, Breckenridge, Texas 76424

19. LAW AND VENUE.

This Interlocal Agreement is governed by the laws of the State of Texas and all obligations under this Interlocal Agreement are performable in Stephens County, Texas.

This Interlocal Agreement was duly approved by the City Commission of the City of Breckenridge on the 7th day of January, 2025.

Cynthia Northrop, City Manager

ATTEST

Jessica Sutter, City Secretary

S E A L

This Interlocal Agreement was duly approved by the Commissioners Court of Stephens County on the _____ day of _____ 2025.

Michael Roach, County Judge

ATTEST:

Jackie Ensey, County Clerk