

**INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered into by and between the City of Burleson, Texas ("Burleson"), and the City of Joshua, Texas ("Joshua"). Burleson and Joshua may sometimes hereafter be referred to collectively as the "parties" and individually as a "party."

RECITALS:

WHEREAS, Chapter 791 of the Texas Government Code authorizes 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; and

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

WHEREAS, Burleson operates Animal Control Services for the purpose of reducing general animal control problems in Burleson; and

WHEREAS, Joshua currently has a need for such Animal Control Services and is not equipped to render such services as is currently needed in Joshua; and

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

WHEREAS, both Burleson and Joshua 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:

**ARTICLE 1.
DEFINITIONS**

For the purposes of this Agreement, the following definitions will apply:

"Animal Control Services" shall mean the services provided by Burleson in response to a Joshua Call, including the impoundment and humane destruction or euthanasia of animals and removal and disposal of the animal carcass.

"Animal Shelter" shall mean the facility known as the Burleson Animal Shelter currently located at 775 SE John Jones Drive, Burleson, Texas 76028.

"Joshua Call" shall mean calls made by Joshua to request Animal Control Services.

Any word or phrases not specifically defined herein shall have as its ordinary and commonly understood meaning.

**ARTICLE 2.
ANIMAL SERVICES**

2.1 Burleson Obligations for Animal Services.

2.1.1 Burleson agrees to receive Joshua Calls and make a determination as to whether Burleson can provide Animal Control Services. Burleson's obligations to provide an animal control officer in response to a Joshua Call shall be subject to an officer's availability, as determined by Burleson's sole and absolute discretion.

2.1.2 If available, as determined by Burleson's sole and absolute discretion, Burleson will dispatch or respond with at least one animal control officer in response to a Joshua Call.

2.1.3 Burleson will respond only to Joshua Calls reported as follows. During business hours, Burleson will respond to Joshua Calls from Joshua directly to Burleson's animal services division. For an after-hour emergency, Burleson will respond only to Joshua Calls made by Joshua to Burleson PD, which will then dispatch the on-call animal control officer. Burleson will not dispatch an animal control officer in response to a call from a resident of Joshua. All reports of animal control issues or requests from residents of Joshua shall be directed to Joshua.

2.1.4 If Burleson accepts and agrees to the Joshua Call, Burleson agrees to receive from Joshua in response to a Joshua Call the transport of all animals in need of Animal Control Services at the Animal Shelter and house all captured animals at the Animal Shelter.

2.1.5 To the extent permitted by law, and as provided by the Texas Public Information Act, Texas Government Code, Ch. 552, as amended, Burleson agrees to keep confidential any rabies vaccination certificate information provided by Joshua.

2.1.6 Burleson animal control officers shall be responsible for performing Animal Control Services, at the sole discretion of the Burleson animal control officers.

2.1.7 Burleson's obligations to provide an animal control officer in response to a Joshua Call shall be subject to an officer's availability, as determined by Burleson's sole and absolute discretion. Burleson is not in violation of this Agreement if Burleson is unable to provide an animal control officer in response to a Joshua Call.

2.1.8 Burleson, through city staff or third-party vendors, including veterinarians, may impound, quarantine, treat, vaccinate, medicate, operate, sterilize (spay/neuter), humanely euthanize, redeem (return to owner), and adopted out through the Animal Shelter any animal obtained by an animal control officer pursuant to this Agreement in accordance with Burleson's ordinances, policies, and procedures.

2.2 Joshua's Obligations for Animal Services

2.2.1 Joshua agrees to deliver any animal in need of Animal Control Services to the Animal Shelter only after a Burleson animal control officer has accepted and agreed to the Joshua Call.

2.2.2 Joshua agrees to receive all calls for Animal Control Services from its citizens to determine if Animal Control Services are needed, and if so, to initiate a Joshua Call. Joshua shall not direct or advise citizens to call Burleson for Animal Control Services.

2.2.3 Joshua shall fully cooperate with Burleson in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of an animal, including rabies vaccination certificates maintained by any department of Joshua; 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 Joshua has delivered to Burleson.

2.2.4 Joshua agrees to assist with the apprehension of any animal in appropriate situations if reasonably requested by Burleson.

2.2.5 Joshua will be responsible for filing and prosecuting all criminal or civil charges, in the appropriate court, for any animal control violations of Joshua's rules and regulations or for any violations of state law, at the sole discretion of Joshua.

ARTICLE 3. CONSIDERATION AND FEES

3.1 Joshua agrees to pay to Burleson for all activities related to the impoundment, quarantine, boarding, holding, as well as veterinary bills and other standard fees that are due through the course of providing Animal Control Services. Joshua shall pay Burleson an amount equal to the direct reimbursement of costs otherwise associated with the providing of Animal Control Services to Joshua.

3.2 Burleson shall invoice Joshua on the first of every month following the providing of services under this agreement. Joshua shall pay any invoice issued under this agreement within 30 days.

ARTICLE 4. REPORTS

Burleson shall provide to Joshua, upon request, a copy of any 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 providing services under this agreement. Burleson shall also render to

Joshua at reasonable intervals, such reports and accounting as Joshua from time to time may require; provided however, if such request becomes burdensome, Burleson may invoice for the cost of preparation of such reports.

ARTICLE 5. TERM, TERMINATION, AND RENEWAL

5.1 Term and Renewal. This Agreement shall be effective from the full execution of this Agreement by the parties and continuing thereafter through September 30, 2025. This Agreement may be renewed annually thereafter for additional one (1) year terms upon approval by both parties.

5.2 Termination. This Agreement may be terminated by either party for any reason upon 30 days written notice to the other party. All costs and liabilities incurred by Burleson on behalf of Joshua prior to the termination shall be the responsibility of the Joshua.

ARTICLE 6. LIABILITY

6.1 Responsibility for Claims. The parties agree, to the extent authorized by law and without waiving any immunity, right, protection, or defense to which a party may be entitled, that each party shall only be responsible for any claims for damages, costs, and expenses to a person or persons or property arising from or caused by the act or omission of its respective officials, agents, representatives, and employees in the performance of this Agreement, including but not limited to their acts of negligence or omission, but only to the extent the party would otherwise be liable under law.

6.2 Joint Liability. In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas, without, however, waiving any governmental immunity, right, protection, or defense available to any party individually under Texas law. Each party shall be responsible for its sole negligence. The provisions of this section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

6.3. WAIVER AND RELEASE. JOSHUA DOES HEREBY WAIVE, RELEASE, DISCHARGE, AND HOLD HARMLESS BURLESON, ITS OFFICERS, EMPLOYEES, ATTORNEYS, THIRD-PARTY PROVIDERS, AND AGENTS FROM ANY AND ALL CLAIMS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF, OR IN THE COURSE BURLESON PROVIDING THE SERVICES PROVIDED UNDER THIS AGREEMENT.

6.4 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, JOSHUA DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS BURLESON, ITS OFFICERS, EMPLOYEES, ATTORNEYS, THIRD-PARTY PROVIDERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS,

DEMANDS, OR CAUSES OF ACTION, INCLUDING CLAIMS FOR CONTRIBUTION OR INDEMNITY, AND THE REASONABLE AND NECESSARY COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN DEFENSE OF ANY CLAIM THAT ANY PERSON HAS OR MAY HAVE ARISING OUT OF OR RESULTING FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT.

**ARTICLE 7.
INDEPENDENT CONTRACTOR**

Burleson shall be responsible for the Animal Control Services contemplated under this Agreement. Burleson shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of Animal Control Services. Burleson shall have ultimate control over the execution of the work under this Agreement. Burleson shall have the sole obligation to employ, direct, control, supervise, manage, discharge and compensate all of its employees.

**ARTICLE 8.
GENERAL PROVISIONS**

8.1 Severability. 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.

8.2 Multiple Originals. 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.

8.3 Authorization. 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.

8.4 Governing Law and Venue. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Johnson County, Texas.

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

8.6 Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered.

If intended for Burleson, to:

City of Burleson, Texas
Attn: City Manager
141 West Renfro

Burleson, Texas 76028-4261

If intended for Joshua, to:

City of Joshua
Attn: City Manager
101 S Main Street
Joshua, Texas 76058

8.7 Waiver. No waiver or modification of this Agreement or of any rights or obligations hereunder shall be valid or binding, unless and until it is in a writing expressly providing for such waiver or modification in clear and unequivocal terms and signed by the party or parties to be charged.

8.8. Attorney's Fees. In the event it should become necessary to take legal action to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs of court.

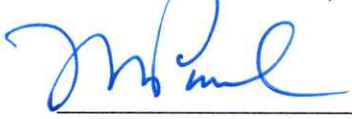
EXECUTED TO BE EFFECTIVE on this the 13 day of January, 202~~4~~⁵

CITY OF BURLESON, TEXAS

Tommy Ludwig, City Manager

Date: _____

CITY OF JOSHUA, TEXAS



Mike Peacock, City Manager

Date: 1/13/25