

**INTERLOCAL AGREEMENT
REGARDING ANIMAL SERVICES
BETWEEN
CITY OF ANGLETON, TEXAS
&
CITY OF RICHWOOD, TEXAS**

THIS AGREEMENT is made and entered into by and between the City of Angleton Texas, hereinafter referred to as "Angleton", and the City of Richwood, Texas, hereinafter referred to as "Richwood", and in this regard, the parties hereto mutually agree, and state as follows:

I. Recitals

WHEREAS, Angleton and Richwood are both Home Rule Municipalities in Brazoria County, Texas and enter this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. Angleton and Richwood wish to enter into an agreement for the City of Angleton to provide animal shelter services and field animal control services within the city limits of Richwood.

WHEREAS both Cities represent that each is independently authorized to perform the functions contemplated by this Agreement; and

WHEREAS, Angleton operates Animal Control Services in its police department support services division, and has a municipal animal shelter and the police department manpower to provide animal control services and the manpower necessary to manage and run a municipal animal shelter for the purpose of reducing general animal control problems, including but not limited to protecting its citizens from the dangers and problems associated with free roaming animals, and Richwood 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 Angleton and Richwood find it mutually desirable to enter into this Agreement; and

NOW, THEREFORE, for and 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: As used in this agreement, "animal" shall mean domesticated dogs and cats.
- B. Animal Control Services: "Animal Control Services" shall mean the services provided by the City in response to an Animal Call necessary to effectively carry out an animal control program for Richwood. Animal Control Services shall include: the

humane capture of stray, unrestrained, homeless, abandoned, or unwanted animals and the humane transportation of captured animals to the Animal Shelter; response to calls regarding wild animals that have entered a person's residence; response to calls regarding animal bites and scratches, including the initial investigation of such incidents; and the capture of a biting animal for state-mandated rabies quarantine observation by the Local Rabies Control Authority. Animal Control Services do not include trapping nuisance animals, wild animals, horses, or livestock or removal of deceased animals. The City shall not be responsible for conducting cruelty investigations, or any enforcement of Richwood's animal ordinance. Animal Control Services shall include animal rescue, and efforts to place animals in adoptive care through a pet adoption program.

- C. Animal Shelter: "Animal Shelter" shall mean the facility known as the Angleton Animal Services Animal Shelter, currently located at 535 S. Anderson in Angleton, Brazoria County, Texas that keeps or legally impounds stray, homeless, abandoned, or unwanted animals, and has a pet adoption program.
- D. City: "City" shall mean the City of Angleton, Brazoria County, Texas, with its offices located at 121 S. Velasco, Angleton, Brazoria County, Texas, 77515.
- E. Client: "Client" shall mean the City of Richwood, Brazoria County, Texas Department with its offices located at 1800 Brazosport Blvd., Richwood, Brazoria County, Texas.
- F. Animal Call: "Animal Call" shall mean calls made by the Client or Richwood residents to the City's Police Department dispatch to request Animal Control Services.
- G. Animal Services Officer: "Animal Services Officer: shall mean an officer of the Angleton Police Department Support Services Division, as defined in the City of Angleton Code of Ordinances, Chapter 4 Animals, as amended.
- H. Any word or phrases not specifically defined herein shall have as its meaning the ordinary and commonly understood meaning except for specific animal control or veterinary terms.

III. City's Obligations

City agrees to provide Animal Control Services to Client for all Animal Calls occurring in areas located within the corporate city limits of Richwood, Texas, as reflected on the current city limits map as of the date of this agreement.

City will dispatch an Animal Services Officer in response to an Animal Call, and City agrees to transport all captured animals to the Animal Shelter, provided however, that wild animals may be released back into their natural habitat.

IV. Client's Obligations

Client shall fully cooperate with City 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 or a resident has called the City to capture or remove.

Client agrees to furnish information to City in a timely and expeditious manner.

Client agrees to assist with the apprehension of any animal in appropriate situations and if necessary dispatch a Richwood law enforcement officer to assist.

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.

Client agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter as set forth in this agreement; and for any product or service provided by any person other than the City.

V. Consideration

a. In consideration for the City's performance of the duties listed herein, the Client will Pay the City a set amount per annum. The Client shall pay the City for the services as delineated in this contract in the following manner: Client agrees to pay city Forty Thousand and 00/100 Dollars per year in two (2) payments the first payment of twenty thousand (\$20,000.00) on or before October 10, 2022 and the second payment of twenty thousand (\$20,000.00) on or before April 10, 2023 . Initial payment will be paid on or before October 10, 2022.

b. Upon renewal as provided in Article VIII herein, the amount paid in each year following the first will be no less than Forty Thousand and 00/100 Dollars (\$40,000.00), to cover the Client's portion of the cost of animal services. However, in the event that the City determines prior to renewal of this Agreement that the amount of Forty Thousand and 00/100 Dollars is insufficient to cover said costs, the City and Client will meet no later than April 1st, to determine the appropriate amount of consideration. The City shall provide to the Client a line-item presentation, by program, of the operating budget proposed by the City 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

City shall submit a comprehensive annual report of all Animal Control Services to Client within thirty (30) days of the close of each fiscal year, currently being September 30th. City 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. City 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, City may invoice for the cost of preparation of such reports.

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 City shall give Client written notice of default with an opportunity to cure such default within ten (10) days. If Client fails to cure such default during the 10-day cure period, the Agreement shall terminate, and Client shall assume responsibility for its own animal control.

VIII. Termination and Renewal

Both Richwood, and Angleton mutually agree that the terms and provisions of this agreement will commence on the 1st day of October 2022 and shall continue in full force and effect until September 30, 2023. The Agreement will be renewed annually only upon full review of the Services provided herein and upon written approval by both parties. The Agreement may be terminated by either party with a thirty (30) day written notice exercising their right to cancel this agreement as hereinafter provided. All costs and liabilities incurred by the City, if any, on behalf of the Client prior to the termination shall be the responsibility of the Client.

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

IX. General Provisions

- a. This agreement shall be subject to all present and future valid laws, orders, rules and regulations of the State of Texas and any other regulatory body thereof having jurisdiction and shall be construed under the laws of the State of Texas.
- b. Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation, or annexation of one political subdivision by another

- c. Severability Clause: 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.
- d. 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. 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.
- e. 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.
- f. Notices to either party shall be sufficient if sent in writing, postage pre-paid, registered, or certified mail to the City Manager of the party at the address herein.
- g. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF ANGLETON, TEXAS

By: _____
Jason Perez, Mayor

Date: _____

Attest:

Michelle Perez, City Secretary

-Additional Signatures to Follow on Next Page-

CITY OF RICHWOOD, TEXAS

By: _____
Steve Boykin, Mayor

Date: _____

Attest:

Kristen Garcia, City Secretary

Approved:

Chris Whittaker, City Manager
Angleton, Texas