

STATE OF TEXAS
COUNTY OF WALLER

**INTERLOCAL AGREEMENT FOR
ANIMAL CONTROL SERVICES**

This Interlocal Agreement for Animal Control Services ("Agreement") is made and entered pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between Waller County, Texas ("County"), acting by and through its Commissioners Court, and the City of Brookshire ("City"), acting by and through its City Council.

WHEREAS, the County is authorized to provide animal control services within the County in accordance with Chapters 821, 822, 825, and 826 of the Texas Health and Safety Code; and

WHEREAS, the County employs Animal Control Officers to handle animal control services; and

WHEREAS, the City is authorized to provide animal control services within the City in accordance with Chapters 821, 822, 825, and 826 of the Texas Health and Safety Code; and

WHEREAS, the City does not employ animal control personnel and wishes to contract with the County to provide animal control services pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the County wishes to contract with the City to provide animal control services pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

NOW, THEREFORE, in consideration of the terms contained herein, the parties agree as follows:

Section 1. Purpose

The purpose of this Agreement is to delineate the terms for Waller County to provide animal control services in the City of Brookshire.

Section 2. Terms

A. County Obligations

1. The County agrees to perform animal control services, as authorized by Chapters 821, 822, 825, and 826 of the Texas Health and Safety Code, on behalf of the City.
2. The County agrees to respond to animal control calls for service that are received by the Waller County dispatch center.

B. City Obligations

1. The City shall make an annual lump sum payment of \$20,000.00 to the County for services performed under this Agreement.
2. Payments under this Agreement shall be made from currently available revenues. The City shall make reasonable efforts to ensure that sufficient funds are appropriated for the annual payment. In the event that the City fails to appropriate funds sufficient to make the annual payment under this Agreement, the City shall promptly give notice to the County, and this Agreement shall automatically terminate on the last day of the current appropriation of funds.
3. The first payment under this Agreement shall be due 30 days after this Agreement is approved by both parties. Beginning in 2027, annual payments shall be due by January 31st of each year that this Agreement is in place.
4. Payments shall be made by sending a check payable to "Waller County" to:

County Treasurer
836 Austin Street, Suite 2200
Hempstead, Texas 77445
5. To the extent any of the City's animal control ordinances or policies conflict with those of the County, the City shall amend its ordinances or policies.
6. The City shall direct all calls for animal control services through the Waller County dispatch center.

C. City Rights Preserved

1. Through this Agreement, the City authorizes and delegates to the County authority to perform all animal control services on the City's behalf and within the City's geographical jurisdiction.
2. Nothing in this Agreement shall divest, diminish, or affect the City's authority to issue notices of violations or court citations for alleged violations of City ordinances. However, the City shall notify the County and its Animal Control Officers of any notices of violations or court citations the City issues for animal control matters.

D. Term, Renewal, Amendments, and Termination

1. This Agreement shall commence immediately upon approval and signing by Brookshire's City Council and Waller County Commissioner's Court.
2. The Initial Term of this Agreement expires on December 31, 2026. This Agreement shall automatically renew for one a (1) year period on the expiration of the Initial Term

and any subsequent renewal period on the same terms and conditions as contained in this Agreement, unless written notice is given by one party to the other of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the ten current term.

3. Prior to any renewal or extension, the County may change the amount of the annual payment to be paid by the City. In such event, the County shall provide at least 60 days' notice of such change to the City.
4. Amendments to this Agreement must be in writing and approved by the governing bodies of both parties.
5. This Agreement may be terminated by either party upon 60 days' advanced written notice to the other party.

Section 3. Notices

- A. Notices regarding this Agreement shall be in writing and shall be delivered in person or mailed via certified mail, return receipt requested addressed as follows:

If to County:

Waller County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

If to City:

Brookshire Mayor
4029 5th Street
Brookshire, Texas 77423

- B. Either party may change their contact for notices upon 15 days' written notice to the other party.

Section 4. Miscellaneous

- A. Each party represents and warrants that it is carrying out an authorized governmental function in the performance of its respective obligations in this Agreement.
- B. Each party affirmatively finds that this Agreement serves a public purpose.
- C. This Agreement does not benefit any third party and does not create rights or remedies for any third party.

- D. The County's Animal Control Officers and other employees carrying out the terms of this Agreement will at all times remain County employees. Nothing in this Agreement creates an employer/employee relationship between City and County's Animal Control Officers or other County employees.
- E. This Agreement is not assignable or transferrable to another party.
- F. Failure of a party to exercise any right or remedy or failure to enforce any provision of this Agreement on one or more occasions shall not constitute a waiver of such right, remedy, or ability to enforce a provision of this Agreement for any subsequent breaches or defaults.
- G. Each party represents that the individuals signing this Agreement on their behalf possess the full power and authority to enter this Agreement from their respective governing bodies.
- H. The parties agree that neither this Agreement nor the performance thereunder shall affect, impair, waive, or limit their respective immunities and limitations of liability.

In witness whereof, the parties executed this Interlocal Agreement for Animal Control Services on the dates indicated below.

WALLER COUNTY

Carbett "Trey" J. Duhon, III
County Judge

Date

Attest:

Debbie Hollan
County Clerk

CITY OF BROOKSHIRE

Robert Richards
Mayor

Date

Attest:

LaKethia Connor
City Secretary