

**STATE OF TEXAS
COUNTY OF WOOD**

INTERLOCAL AGREEMENT FOR ANIMAL SHELTER SERVICES

This Interlocal Agreement for Animal Shelter Services (“Contract”) is entered into as of the 1st day of November, 2023, by and between the City of Mineola, Texas (hereinafter referred to as “Mineola”), and the City of Hawkins, Texas (hereinafter referred to as “Hawkins”). Mineola and Hawkins are sometimes referred to hereinafter as the “Contracting Cities” or “Parties”.

WHEREAS, it is in the best interest of the citizens of Mineola and Hawkins for local governments to cooperate, where possible, in the provision of governmental functions and services where such cooperation will result in a more efficient, higher quality and/or more cost-effective provision of such functions and services; and

WHEREAS, the Contracting Cities are authorized to enter into an Interlocal Cooperation Agreement under Chapter 791 of the Texas Government Code for the provision of governmental functions and services; and

WHEREAS, Mineola has an animal shelter located at 965 Baker Street, Mineola, Texas 75773 (the “Shelter”) that, from time to time, has excess capacity to shelter animals and perform usual municipal animal control operations; and

WHEREAS, Hawkins is in need of occasional shelter facilities for animals in the course of its municipal animal control operations; and

WHEREAS, Mineola wants to enter into this Contract in order to assist in the provision of animal control services in the form of animal shelter facilities, as requested by Hawkins and available in Mineola’s shelter; and

WHEREAS, Hawkins desires to obtain such assistance from Mineola; and

WHEREAS, the governing bodies of the Contracting Cities find that this Contract and undertaking is necessary for the benefit of the public and that each Party has the legal authority to provide the governmental function of service, which is the subject matter of this Contract; furthermore, the governing bodies find that the performance of this Contract is in the common interest of both Parties; and

WHEREAS, the Contracting Cities, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only current revenues legally available to such Party.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the Parties hereto mutually agree as follows:

I. DEFINITIONS

A. “Animal” means a domesticated living canine or feline, including any stray or feral cat or dog.

II. SCOPE OF SERVICES

A. Mineola shall provide animal shelter services to Hawkins, so long as: (1) Hawkins has requested the service and (2) Mineola has the capacity at its animal shelter, (the

“Shelter”) located at 965 Baker Street, Mineola, Texas 75773. In accordance with this Agreement, Mineola will:

- B. Accept the surrender of animals from Hawkins animal control personnel at the Shelter during usual business hours of 8:00 a.m. to 5:00 p.m. upon request from the City of Hawkins. Acceptance of each tendered animal is expressly at the sole and complete discretion of Mineola personnel and shall depend on Shelter capacity, available space, dangerous characteristics or behavior of the animal presented, and other factors that Mineola may consider.
- C. Accept the surrender of animals from Hawkins personnel at the Shelter during emergency after-hours only outside of the usual business hours above and on weekends and holidays (“Extended Services”). Acceptance of each tendered animal is expressly at the sole and complete discretion of Mineola personnel and shall depend on Shelter capacity, available space, dangerous characteristics or behavior of the animal presented, and other factors that Mineola may consider. Priority will be given to any entity with who the City of Mineola has an interlocal agreement. Calls for emergency, after-hours service must come to Mineola from the Hawkins Police Department or Animal Control with the guidelines set up by SPCA of Texas regarding the definition of an “emergency call”. The definition of “emergency call” includes the following:
 - 1. Animal bite to human; and
 - 2. Vicious animal endangering human lives.
- D. Impound stray animals accepted by Mineola. Such animals shall be held for the time period specified in Paragraph IV below. Mineola Animal Control Personnel may, at his/her discretion, return the stray animal to its owner, if known, and issue a citation, a written or verbal warning to the animal’s owner.
- E. Secure evidence regarding suspected violators of Hawkin’s Animal Control Regulations upon request from Hawkins Personnel in connection with animals accepted by Mineola.
- F. Impound animals accepted by Mineola for rabies observation on a 24 hour per day basis and quarantine or humanely dispose of such animals in accordance with state law and local ordinances including Hawkins Animal Control Regulation, regarding rabies suspicious animals.
- G. Quarantine accepted animals, under the guidelines of the Texas Department of Health.
- H. Provide a humane disposition of each accepted unclaimed animal on the expiration of the required impoundment period or holding period.
- I. Maintain records regarding stray animals accepted by Mineola for a period of three (3) years from the date any such animal was apprehended, including records of such animals being returned to their owners by classification of animal and name owner, which records may reasonably verify the first, second and third offense status of a particular animal.

III. HAWKINS RESPONSIBILITIES

- A. The Chief of Police, or his/her designee, shall act as liaison officer of Hawkins with Mineola and shall be responsible for the administration and enforcement of this Contract. All report, recommendations, and any and all other correspondence shall be directed to the Chief of Police, or his/her designee, whose duty it shall be to see that the

terms of this Contract are complied with and keep the City Council informed regarding the status of this Contract.

- B. Hawkins shall provide all reasonable cooperation and assistance to Mineola, its officers, agents, and employees in order to facilitate and accomplish the mutual objectives of this Contract.
- C. Hawkins shall review its Animal Control Regulations to make sure they conform to Chapter 826 of the Texas Health and Safety Code regarding rabies. If necessary to conform to the requirements of Chapter 826, Hawkins shall amend its Animal Control Regulations. Hawkins shall also amend its Animal Control Regulations of Fee Schedule to provide for the payment off fees for the care, impoundment, and release of stray animals to reflect the fees charged by Mineola for such services.
- D. Hawkins shall promptly inform Mineola, through Mineola Chief of Police, no later than five (5) business days after any amendment(s) to Hawkins Animal Control Regulations are adopted by Hawkins City Council during the term of this contract.
- E. The Chief of Police, or designee, shall be designated the Local Rabies Control Authority. The Local Rabies Control Authority must be (1) a police officer; (2) an animal Control Officer for the City of Hawkins; or (3) a veterinarian appointed by Hawkins.

IV. **HOLDING PERIODS AND "USER FEES"**

- A. The holding period for an accepted animal shall be seventy-two (72) business hours from the time of impoundment. Animals held as a result of citation of quarantine shall be held for ten (10) business days. Hawkins shall make a good-faith effort to contact the animal's owner as soon as possible after the time of impoundment to advise the owner of such impoundment and provide the owner the opportunity to reclaim the animal.
- B. Mineola shall be entitled to charge and collect fees, herein designated as "user fees" from animal owners pursuant to its current fee schedule. Any and all amounts paid to Mineola by owners of impounded animals under the terms of this Contract shall be retained by Mineola.
- C. Owners of animals held by Mineola PD shall pay any fees associated with the pickup and storage of the animals up front. Owners will also be required to have an unvaccinated (rabies) animal immediately vaccinated after pickup.
- D. Any animal that is not claimed within the holding periods listed in paragraph A, above, shall become the property of Mineola.

V. **CONSIDERATION**

- A. **Payment for Basic Services.** Within fifteen (15) days of the execution of this Agreement by the later of the two parties, **Hawkins will pay to Mineola an initial payment of \$5000.00, which shall be effective for the initial one-year duration of this Agreement.** The amount of any Basic Services provided through this Contract for any future renewal period shall be determined and agreed upon in writing by and between the Contracting Cities contemporaneously with the decision to renew or extend this agreement.
- B. **Payment for Additional Services.** Mineola shall charge a fee in the amount of \$25.00 per hour for the following additional services that may be requested by Hawkins:
 - 1. Court time for the Mineola Animal Control Officer if needed by Hawkins PD for information / reports on animals during the time they are in the care and control of Mineola PD; and

2. Investigations of Animal Cruelty/Public Nuisance performed by the Mineola Animal Control Officer.
3. Hawkins PD is responsible for the storage and disposal of all evidence involving incidents originating in the City of Hawkins or investigated by Hawkins PD.

In addition, Hawkins will pay Mineola \$40.00 for each animal surrendered to Mineola by Hawkins and accepted by Mineola.

Mineola shall also bill Hawkins the actual costs associated with the following additional services as may be requested by Hawkins:

1. All costs associated with the quarantine of an animal;
2. All costs associated with rabies testing of an animal; and/or
3. Producing literature, postage or other officer requirements.

Mineola will send Hawkins an invoice for any additional costs monthly. Payment for any invoices shall be due upon receipt. If payment is not made within thirty (30) days from the date of invoice, Mineola may refuse to accept any additional animals from Hawkins until all invoices are paid in full

- C. **Payment for Veterinary and Related Medical Care.** Mineola shall follow its policy regarding providing medical and veterinary care for sick or injured animals. If an animal is injured or becomes sick during impoundment, any charges for such care shall be considered in addition to the surrender or quarantine fee paid by Hawkins. Such charges shall include the costs of observation and quarantine of animals suspected of being infected with rabies, as well as the humane disposition of such animals and the submission of the animal's head to the Texas Department of Health.
- D. If an animal is reclaimed by its owner, then such owner shall be responsible for all veterinary and related medical costs. Such veterinary and related medical costs may be recovered from the animal's owner by either Mineola or Hawkins depending on which of the Contracting Cities has paid for such care as of the date the animal is retrieved by its owner.

VI. INDEMNIFICATION

To the extent allowed by law, each Party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damage (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable and documented attorney's fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officer, agents, employees, or any other third parties for whom it is legally responsive) in connection with performing this Agreement.

VII. IMMUNITY

It is expressly understood and agreed that, in the execution of this Contract, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII. DURATION OF AGREEMENT

This Contract shall be effective for an initial period of twelve (12) months ending on or about the 30th day of September, 2024 (“Initial Term”). Prior to the end of the Initial Term, the Contracting Cities may re-evaluate the service provided through this Contract by mutual consent, expressed in writing, extend this Contract for a one-year term. Thereafter, this Contract may be renewed or extended prior to October 1st of each year by mutual written agreement of the Contracting Cities for successive one-year terms until terminate as provided herein.

IX. TERMINATION

This Contract shall terminate on the 30th day of September, 2024 unless the Contracting Cities extend or renew this Contract as provided in Paragraph VIII. Above. During the Initial Term of this Contract and any renewal period or extension thereof, either Party may terminate this Contract upon thirty (30) days advance written notice to the other party. Upon termination, Mineola shall have no further responsibility for providing animal shelter services. Notwithstanding the terms of this Contract, Mineola shall have the right to pursue all recoverable charges from the responsible animal owners as set forth in the terms of this Contract. Hawkins agrees to cooperate to the extent necessary for Mineola’ recovery of those charges.

X. ENTIRE AGREEMENT

This Contract embodies the complete agreement of the Parties hereto superseding all oral or written previous and contemporaneous agreements between the Parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the Parties.

XI. VENUE

The Parties to this Contract agree and covenant that this Contract will be enforceable in Wood County, Texas; and that if legal action is necessary to enforce this Contract exclusive venue will lie in Wood County, Texas.

XII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIV. APPLICABLE LAW

This contract is entered into subject to the Ordinances of the Contracting Cities, as they may be amended from time to time and is subject to and is to be construed, governed and enforced under all applicable State of Texas and Federal Laws. Situs of this

Agreement is agreed to be Wood County, Texas, for all purposes including performance and execution.

XV. **NON-WAIVER**

It is further agreed that one or more instances of forbearance by the Parties hereto in the exercise of their rights herein, shall in no way constitute a waiver of any such rights.

XVI. **AUTHORITY**

This Contract is made for each City as an Interlocal Cooperation Agreement pursuant to Chapter 791 of the Texas Government Code.

IN WITNESS WHEREOF, the parties entered into this Contract on this date first written above.

Executed by:

CITY OF MINEOLA
Authorized Representative

Signature

Printed Name

Date

CITY OF HAWKINS
Authorized Representative



Signature

Guy McKee, Chief of Police

Printed Name

10/05/2023

Date