

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND
CITY OF ROSENBERG**

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code , between Fort Bend County, Texas, (“County”) a body corporate and politic, acting by and through its Commissioners Court and the City of Rosenberg (“City”) a county, municipality, special district, or other political subdivision (including a corporate or political Local Government organized under State law), acting by and through its City Council. The County and the City may be referred to singularly as “Party” and Collectively as the “Parties”.

RECITALS

WHEREAS, Chapter 791, the Interlocal Cooperation Act (the “Act”), of the Texas Government Code provides authorization for local governments to contract with one another to provide governmental functions, mutual aid and services under the terms of the Act; and

WHEREAS, the provision of animal services are governmental functions and services under the terms of the Act; and

WHEREAS, the governing body of each Participating Entity in this Agreement desires to promote the health, safety and welfare of its citizens by engaging other local animal control authorities to assist with Animal Control Services; and

WHEREAS, the governing body of each Participating Entity believes that this Agreement is necessary for the benefit of the public and that each Participating Entity has the legal authority to provide governmental functions and services that are the subject of the Agreement.

NOW, THEREFORE, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows: In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the Parties hereby agree as follows:

Section 1: Scope of Service

- A. County agrees to provide veterinary care in the form of feline vaccinations, sterilizations surgery and ear tip surgery at the Fort Bend County Animal Shelter as requested by the City in support of City’s TNR (Trap Neuter Return) program for their community cats and in accordance with the attached and incorporated Exhibit A.
- B. County will provide services subject to availability of County’s veterinarian with priority given as directed by the County’s Animal Services Director. The County’s Animal Services Director

may amend the scheduling of services by mutual written agreement with City provided that services comply with the fee agreement.

- C. County retains sole and absolute discretion and judgment in the manner, method, and means of performing County's duties under this Agreement. This shall include, but not be limited to, County's right to prescribe, treat, and diagnose in accordance with County's professional judgment.
- D. Should County determine, at the time of presentation of an animal under this program, that the animal requires non-routine surgery services other than those encompassed by this program, County agrees to advise City of such fact and City agrees to redeem the animal promptly without Services being provided under this Agreement.
- E. In addition to this Agreement, the Parties will agree upon an administrative policy concerning this Agreement. Such administrative policy shall be approved by the Animal Services Director for the County and the Chief of Police for the City of Rosenberg or their designee. Such administrative policy will cover additional details which are not in conflict with this Agreement, including but not limited to; specifying which City employees have the authority to reserve or cancel appointments, and delivery and pickup timeframes.

Section 2: Duration of Agreement

This Agreement shall take effect and be in full force upon signature of both Parties through September 30, 2022, with automatic one-year renewals thereafter. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other Party.

Section 3: Compensation

- A. Fees for services provided by County shall be calculated at the rates set forth in the attached Exhibit A. City agrees to reimburse County for actual costs for any unanticipated supplies and/or services the County's veterinarian determines to be medically necessary during the performance of County's duties under the Agreement. Whenever possible, County will use reasonable efforts to advise City in advance of the costs but County will not delay proper care and treatment of the animal being serviced.
- B. City will pay County based on the following procedures: Upon completion of the tasks identified in the Scope of Services, County shall invoice City showing the amounts due for services performed by County; as well as any items to be reimbursed. City shall review such invoices and approve them without delay. City shall pay each such approved invoice within thirty (30) calendar days. The City shall make a reasonable effort to resolve any disputed invoices within 30 days.

Section 4: Relationship of Parties

- A. The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each Party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

Section 5: Notice to Parties

- A. Any notice given hereunder by either Party to the other shall be in writing and sent by certified mail, return receipt requested.
- B. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

To County:
Fort Bend County
Attn: County Judge
401 Jackson
Richmond, Texas 77469

With copy to: Fort Bend County Animal Services
Attn: Director
1210 Blume Road
Rosenberg, TX 77471

To City:
City of Rosenberg
Attn: City Manager
2110 Fourth Street
Rosenberg, Texas 77471

- C. Each Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Section 6: Insurance

- A. City shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of City name of insurance company, policy number, term of coverage and limits of coverage. City shall cause its insurance companies to provide County with at least 30 days prior written notice of any

reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. City shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. City agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of City shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- F. If required coverage is written on a claims-made basis, City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 7: Indemnification

To the extent allowed by law, City agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of the City, its agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

Section 8: Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

Section 9: Miscellaneous Provisions

- A. This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both Parties.
- B. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either Party without the prior written consent of the other Party. Venue shall be in Fort Bend County, Texas.
- D. The undersigned officer and/or agents of the Parties hereto are the properly authorized officials of the Party presented and have the necessary authority to execute this Agreement on behalf of the Parties hereto and each Party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The Parties to this Agreement do not intend by this Agreement that any specific third Party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

FORT BEND COUNTY

CITY OF ROSENBERG

 KP George
 County Judge

William Benton
 Mayor

 Date

April 6, 2021
 Date

ATTEST:

ATTEST:

 Laura Richard, County Clerk

Danyel Swint
 City Secretary



Reviewed by:

Dr. Jacquelyn Johnson-Minter, MD, MBA, MPH
Director of Health and Human Services

APPROVED AS TO LEGAL FORM:



Michelle L. Turner
General Counsel Division Chief
County Attorney Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available from current revenues legally available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this Interlocal Agreement.

Ed Sturdivant, Fort Bend County Auditor

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EXHIBIT A

Scope of Service



Background:

In July, 2020 the City of Rosenberg approached Fort Bend County Animal Services (FBCAS) with a request to assist Rosenberg Animal Control with a TNR (Trap Neuter Return) program for their community cats. This would be a great opportunity to collaborate with the City of Rosenberg and save more lives by providing these services for their community cats. The success of our own Community Cat Program at Fort Bend County Animal Services was a deciding factor in the City of Rosenberg reaching out to us to work with them.

Proposal:

Fort Bend County Animal Services is closed to public each Monday. On those Mondays (except for County holidays and/or our veterinarian is not at the shelter) staff member(s) from Rosenberg Animal Control will bring a maximum of 5 cats which they have identified as being over 8 weeks old and 2 pounds in weight as well as in good health for surgery to our shelter. Please note that we will only accept cats brought to FBCAS by an employee of Rosenberg Animal Control.

These cats should arrive no later than 9:00 am and already be in humane traps which are covered with a cloth, towel or blanket and with clear identification taped to the trap.

The cat(s) will then be sent to our surgical suite for the following services:

- Spay for female
- Neuter for male
- Rabies vaccine for male or female
- Ear tip for male or female (the removal of ¼ inch from the top of the left ear signifies that the cat has been fixed and vaccinated in accordance with best practices for community cats)

Once the cats are ready to be returned to Rosenberg Animal Control, an employee from there will come and pick up the cats.

Fees:

- Female spay, rabies vaccine and ear tip: \$30
- Female spay, rabies vaccine and ear tip (pregnant or in heat): \$40
- Male neuter, rabies vaccine and ear tip: \$25
- Male neuter, rabies vaccine and ear tip (Cryptorchid): \$35