

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SUGAR LAND, TEXAS, AND FORT BEND COUNTY RELATING TO VETERINARIAN SERVICES AND USE OF VETERINARY SURGICAL ROOM.

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into between the City of Sugar Land, Texas (“City”) and Fort Bend County, Texas (“County”), collectively “Parties”, regarding a partnership to utilize a City employed veterinarian to provide certain veterinary surgical services utilizing the surgical room at the Fort Bend County Animal Shelter located at 1210 Blume Road, Rosenberg, Texas 77471, to the benefit of animals in the care of both Parties to this Agreement.

RECITALS:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act (“Act”), provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and

WHEREAS, The establishment, management, and operation of the City Animal Shelter is authorized by Texas Local Government Code Section 215.026 and strives for the protection of public health, safety and welfare of the community. This governmental function is of mutual interest to each both Parties; and

WHEREAS, The establishment, management, and operation of the County Animal Shelter is authorized by Texas Health & Safety Code Chapters 823 and 823, and strives for the protection of public health, safety and welfare of the community. This governmental function is of mutual interest to both Parties; and

WHEREAS, The Parties are mutually committed to providing surgical veterinary care to the homeless and abandoned animals in each Party’s care and to the betterment of the community.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to both Parties, it is agreed as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to define the rights and duties of the Parties as they work together to provide veterinary surgical care to animals located in the Parties’ shelters.

SECTION 2. SCOPE OF SERVICES

2.1 City's Duties.

2.1.1. City will provide a Veterinarian licensed to practice in Texas and a Vet tech (when needed) to perform high volume sterilization surgeries and emergency surgeries.

2.1.2. City will ensure that any City employee performing work pursuant to this Agreement maintains all licenses and training necessary and in accordance with Texas law.

2.1.3. While performing services pursuant to this Agreement, the Veterinarian and Vet tech (when provided) are employees of the City and subject to all employment policies of the City, including but not limited to salary and benefits.

2.1.4. City will transport City owned animals to and from the County Animal Shelter.

2.1.5. City will create, maintain, and store all medical records related to City owned animals.

2.2 County's Duties.

2.2.1. County will provide a surgical room, support staff, supplies, drugs (controlled and uncontrolled) and all medications necessary to perform the surgeries included in this Agreement.

2.2.2. County will ensure that the surgical room is maintained to the standards required by Texas law and in the condition of similar veterinary surgical rooms located in Fort Bend County.

2.2.3. County will maintain all State and Federal licenses and permits required to store drugs and medications used pursuant to this Agreement.

2.2.4. At all times during this Agreement, the surgical room, controlled and non-controlled drugs, reversal drugs, antibiotics and pain medications will remain the property and financial responsibility of the County.

2.2.5. While performing services pursuant to this Agreement, the support staff will remain employees of the County and subject to all employment policies of the County, including but not limited to salary and benefits.

2.2.6. County will create, maintain, and store all medical records related to County owned animals.

2.3. Surgery.

2.3.1. Prior to surgery, both Parties will confirm the identity of the animal and the procedure to be performed.

2.3.2. During surgery, County consents to the Veterinarian performing additional surgical procedures deemed necessary and discovered during the planned surgery. Veterinarian will use the standards of care of other Veterinarians practicing in Fort Bend County when making this determination.

2.4. Acceptance of Risk. Parties acknowledge that surgical procedures carry an inherent risk and by participating in this Agreement, both Parties acknowledge and accept the risk as it relates to surgical care provided pursuant to this Agreement.

SECTION 3. TERM

3.1 Term. The term of this Agreement shall be five years commencing on April 1, 2023 extending to March 31, 2028. The term of this Agreement will automatically renew for an additional five-year term through 2033 unless terminated earlier.

3.2 Termination. Either Party may terminate this Agreement for convenience and without cause by providing the other Party ninety (90) days written notice.

SECTION 4. NOTICES

4.1. All notices and communications under this Agreement shall be mailed by registered or certified mail, return receipt requested, or hand delivered to the designated parties at the following addresses:

City of Sugar Land
101 Gillingham Lane
Sugar Land, Texas 77478

ATTN: Director of ENS

Fort Bend County Animal Services
1210 Blume Road
Rosenberg, Texas 77471

ATTN: Director of Health &
Human Services

With copy to:

Fort Bend County Judge
401 Jackson Street, 1st floor
Richmond, Texas 77469

SECTION 5. INDEMNIFICATION

5.1 To the extent allowed under applicable law, the City agrees to hold harmless, indemnify and defend the County and its employees, agent, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from negligent or intentional acts, errors or omission of the City, its officers, employees or agents while providing services pursuant to this Agreement.

5.2 The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, to the extent allowed under applicable law, the County agrees to hold harmless, indemnify and defend the City and its employees, agents, officers and servants from and against any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the County while providing services pursuant to this Agreement.

SECTION 6. CONFIDENTIAL INFORMATION

6.1 City acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by City or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by City shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by City) publicly known or is contained in a publicly available document; (b) is rightfully in City's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of City who can be shown to have had no access to the Confidential Information.

6.2 City agrees to hold Confidential Information in strict confidence, using at least the same degree of care that City uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. City shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, City shall advise County immediately in the event City learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and City will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or City against any such person. City agrees that, except as

directed by County, City will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, City will promptly turn over to County all documents, papers, and other matter in City's possession which embody Confidential Information.

SECTION 7. MISCELLANEOUS PROVISIONS

7.1 Appropriations Required. The Parties acknowledge that funding under this Agreement will be made from current revenues available to the Parties for each fiscal year.

7.2 Independent Contractor. In the performance of work or services hereunder, City shall be deemed an Independent Contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of City. City and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

7.3 Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings and agreements between the Parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both Parties. This Agreement is not assignable.

7.4 Interpretation. The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.

7.5 Invalid Provision. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful and will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

7.6 Applicable Law. This Agreement is governed by the laws of the State of Texas; and exclusive venue for any dispute arising under this Agreement is in Fort Bend County, Texas.

7.7 Public Information Act. The Parties are legally required to comply with the Texas Public Information Act, Chapter 522 of the Texas Government Code. This Agreement and all written information and reports generated under this Agreement may be subject to release under the Texas Public Information Act. The Parties will cooperate in responding to any request for information relating to this Agreement.

7.8 Human Trafficking. BY ACCEPTANCE OF THIS AGREEMENT, CITY ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

7.9 Governmental Body Approval. Each of the Parties have presented this Agreement for approval to their respective governing bodies as required by the Act and evidenced by the authorized signatures below.

Executed by the duly authorized representatives of the Parties, to be effective upon execution by both Parties.

CITY OF SUGAR LAND

FORT BEND COUNTY

Joe R. Zimmerman, Mayor

K.P. George, Fort Bend County Judge

Date

Date

ATTEST:

ATTEST:

Natalie Serrano, Interim City Secretary

Laura Richard, Fort Bend County Clerk

APPROVED AS TO FORM:

FORT BEND COUNTY ATTORNEY

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division