

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 826, 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 and terminating on March 31, 2028, unless terminated earlier in accordance with the terms of this Agreement. The term of this Agreement shall not automatically renew after the initial five-year term, but may be renewed for an additional five-year term through 2033, upon written agreement of the parties.

3.2 Termination for Convenience. Either Party may terminate this Agreement for convenience and without cause by providing the other Party thirty (30) days written notice.

3.3 Termination for Cause. This agreement shall terminate immediately if Veterinarian should lose his/her license. This Agreement shall terminate immediately if Veterinarian is unable to perform the Services described herein that a person of ordinary prudence in the industry would perform under similar circumstances.

SECTION 4. NOTICES

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 The parties agree that under the Constitution and laws of the State of Texas, City cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, 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. PUBLIC INFORMATION ACT

The Parties are legally required to comply with the Texas Public Information Act, Chapter 552 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, and agree to follow the rules of disclosure concerning confidential and/or proprietary information.

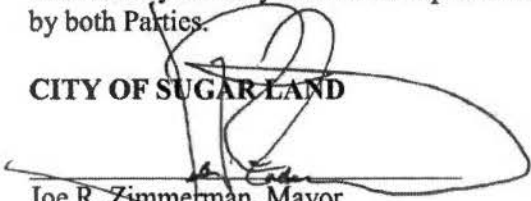
SECTION 7. MISCELLANEOUS PROVISIONS

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.

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


CITY OF SUGAR LAND


Joe R. Zimmerman, Mayor

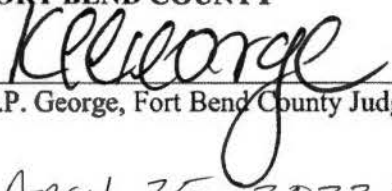
Date

4/5/2023

ATTEST:


Natalie Serrano, Interim City Secretary

FORT BEND COUNTY


K.P. George, Fort Bend County Judge

Date

April 25, 2023

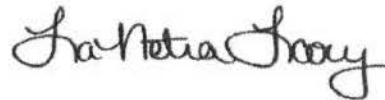
ATTEST:


Laura Richard, Fort Bend County Clerk



APPROVED AS TO FORM:

FORT BEND COUNTY ATTORNEY
BRIDGETTE SMITH-LAWSON



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

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.

7.6 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 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.

7.8 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.

[EXECUTION PAGE FOLLOWS]

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City Council Agenda Request

APRIL 4, 2023

AGENDA REQUEST NO: V.B.

AGENDA OF: City Council Meeting

INITIATED BY: *Dawn Steph, Director of Environmental and Neighborhood Services*

PRESENTED BY: *Dawn Steph, Director of Environmental and Neighborhood Services*

RESPONSIBLE DEPARTMENT: Environmental and Neighborhood Services

AGENDA CAPTION:

Consideration of and action on authorization of an Interlocal Cooperation Agreement between the City of Sugar Land, Texas, and Fort Bend County Relating to Veterinarian Services and Use of Veterinary Surgical Room.

RECOMMENDED ACTION:

Authorize an interlocal agreement between the City of Sugar Land and Fort Bend County for surgical veterinary care to the homeless and abandoned animals in each entities care.

EXECUTIVE SUMMARY:

Both the City of Sugar Land and Fort Bend County operate an animal shelter and are partnering to provide sterilization and emergency surgeries to the animals in our care.

Chapter 828 of the Texas Health and Safety Code states animal shelter agencies may not release a dog or cat for adoption unless the animal has been sterilized. The City currently contracts with multiple veterinary establishments to provide medical care, including sterilization and other surgical procedures. In January 2023, the City was successful in hiring a full-time licensed veterinarian which allows us to expand the medical services provided in-house, but we do not have the surgical facilities to provide sterilizations and emergency surgeries.

The Fort Bend County animal shelter located at 1210 Blume Road, Rosenberg, Texas, 77471, has a surgical suite and veterinary technicians to operate the surgical suite but they do not have a licensed veterinarian to perform the surgeries. Under the Interlocal Agreement, it allows the utilization of the city-employed veterinarian to provide certain veterinary surgical services utilizing the

surgical room at the Fort Bend County Animal Shelter. The agreement is a five-year term with the option to renew for an additional five-year term.

Animal Services will transport city-owned animals to and from the Fort Bend County animal shelter and provide our licensed Veterinarian and Veterinary Technician, if needed. The County will provide the surgical room, support staff, supplies, drugs (controlled and uncontrolled), and all medications necessary to perform the surgeries.

The Environmental and Neighborhood Services staff recommends that the City Council authorize an Interlocal Agreement between the City of Sugar Land and Fort Bend County for surgical veterinary care to the animals in our care.

BUDGET

EXPENDITURE REQUIRED: N/A

CURRENT BUDGET: N/A

COMMITTEE REPORT

ADDITIONAL FUNDING: N/A

FUNDING SOURCE: N/A

ATTACHMENTS:

	Description	Type
o	SL FBC Interlocal Agreement	Contracts