

STATE OF TEXAS
COUNTY OF WALLER

County Treasurer
836 Austin St. Ste 314
Hempstead, TX
77445

5,000.00
Annually
Jan. 31 92

**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 Pine Island ("City"), acting by and through its governing body.

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 Pine Island.

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.

3. This Agreement may be renewed or extended upon written approval by the governing bodies of both parties. 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 203
Hempstead, Texas 77445

If to City:

Pine Island Mayor
36722 Brumlow Road
Hempstead, Texas 77445

- 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.

B. City Obligations

1. The City shall make an annual payment of \$5,000.00 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.
3. The first payment under this Agreement shall be due 30 days after this Agreement is approved by both parties. Beginning in 2023, 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 316
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.

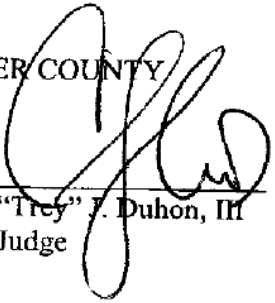
D. Term, Renewal, Amendments, and Termination

1. This Agreement shall commence immediately upon approval and signing by Pine Island's governing body and Waller County Commissioner's Court.
2. The initial term of this Agreement expires on December 31, 2023.

- 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


MAR 16 2022
 Date

Attest:

By:  Deputy
 Debbie Hollan
 County Clerk

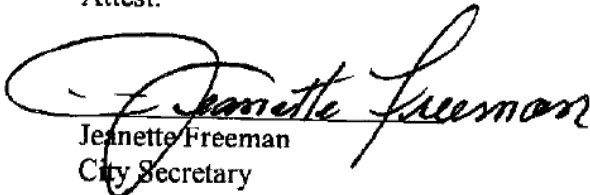


CITY OF PINE ISLAND


 Steve Nagy
 Mayor

04/05/2022
 Date

Attest:


 Jeannette Freeman
 City Secretary