

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF SAN MARCOS AND CITY OF KYLE
FOR THE PROVISION OF ANIMAL SHELTER SERVICES**

The City of San Marcos ("San Marcos") and City of Kyle ("City of Kyle"), hereinafter referred to as the "Parties," enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, for the provision of animal shelter services through the City of San Marcos Animal Shelter (the "Shelter"). This Agreement is effective upon the approval of the governing bodies of each entity and execution by their representatives.

The San Marcos Animal Services Division currently operates and maintains a regional animal shelter **but intends to transfer regional responsibilities to Hays County at the end of this agreement term and operate a local animal shelter for the City of San Marcos only.** The mission of the San Marcos Animal Services Division, in collaboration with its community partners and animal advocate groups, is to care for, protect, and find quality homes for abandoned and neglected animals, aid in the reduction of pet overpopulation, and provide community education for the mutual benefit of animals and people.

SECTION 1. SCOPE OF SERVICES

A. The City of San Marcos agrees to:

1. Designate the Director of Neighborhood Enhancement as the San Marcos representative in all matters related to this Agreement;
2. Maintain the Shelter as a State approved rabies quarantine facility;
3. Receive and shelter animals delivered from City of Kyle as of the effective date of this Agreement. San Marcos will not provide animal control services to City of Kyle. The Shelter does not accommodate livestock;
4. Make quarterly sheltering reports available to City of Kyle;
5. Provide to City of Kyle a current copy of the Shelter's Standard Operating Procedures (Exhibit I), as amended from time to time;
6. Affirm City of Kyle's appointment of a representative to the San Marcos Animal Shelter Advisory Committee;
7. Hold animals received by City of Kyle in accordance with San Marcos ordinances and regulations, as amended, regarding animal control and sheltering services. Once the applicable hold period has expired, animals received from City of Kyle become the property of San Marcos. The Shelter will accept animals from City of Kyle during the following hours: 8:00 a.m. until 5:30 p.m., Monday through Friday and from 12:00 p.m. until 4:30 p.m. on Saturdays. City of Kyle will not have access to the Shelter after regular business hours, but will have access to the sallyport area and cages for drop off. In addition, San Marcos will assess and retain fees for the reclamation of any animal accepted from City of Kyle and impounded by the Shelter;
8. Accept non-livestock animals delivered by City of Kyle. City of Kyle shall attempt diversion practices;
9. Provide access to web-based shelter software and San Marcos sponsored internal training opportunities to the City of Kyle Animal Control Officer(s) (costs for outside training opportunities are not included in this Agreement).

B. City of Kyle agrees to:

1. Designate a representative as the County's representative in all matters related to this Agreement;
2. Appoint a representative to the San Marcos' Animal Shelter Advisory Committee;
3. Pay San Marcos annually for the provision of animal shelter services upon execution of this Agreement. Costs payable to San Marcos include all expenses as outlined in Exhibit VII. This amount does not cover extraordinary animal services such as a case of animal cruelty involving two or more animals. City of Kyle will be required to cost-share, with San Marcos on a case by case basis, the expenses of any such animal-related case;
4. Fully comply with the policies and guidelines of the Shelter as they now exist and as they may be amended from time to time as well as any State law or agency rule governing the treatment of animals. Any noncompliance with the Shelter's Standard Operating Procedures (Exhibit I) may result in termination of this Agreement;
5. Within 7 days of execution of this Agreement, City of Kyle will provide all Standard Operating Procedures (SOP's), general orders or other policies/guidelines governing City of Kyle animal control activities to the Director of Neighborhood Enhancement.
6. Within 2 months of the execution of this Agreement, amend City of Kyle Animal Control Ordinances to synchronize with San Marcos Animal Control Ordinances in the following topics: animal stray hold periods; Trap, Neuter and Return program (TNR); microchipping required; spay/neuter requirements for impounded animals;
7. City of Kyle Animal Control Officers will be responsible for completing full intake procedures (Exhibit II) for all impounded animals, including, but not limited to; entering the animal into the Shelter's database, providing intake vaccines and intake preventatives, uploading a clear photograph of each impounded animal into the Shelter's database, uploading any relevant documents and/or forms to the animal in the Shelter's database, placing the animal into a cage/kennel, affixing a kennel card top each impounded animal's cage/kennel, properly aging and sexing the animal, notifying vet services of any known injuries or illness for impounded animals, creating memos in the Shelter's database to inform staff of attempts to locate possible owners, owner contact information (if known), bite histories/circumstances, any behavior or aggression behaviors noticed, and any other pertinent information necessary for Shelter staff to know about. SMRAS will provide assistance when available;
8. For after-hours drop offs, City of Kyle will be responsible to complete all steps outlined in section B(7), with the exception of printing the kennel card. After hours drop-offs may be kenneled in the cage banks in the sallyport area. The Animal Control Officer must complete all steps of the intake process and fill out an after-hours intake form (Exhibit III) and affix it to the cage in sallyport.
9. City of Kyle will not drop off injured animals at the SMRAS after hours and must make arrangements to take the animal to an emergency vet.
10. For safekeeping drop-offs (owner arrested or incapacitated) City of Kyle will provide all details in a memo, including, but not limited to; the circumstances / reason for the impoundment, all known owner contact information (name, home address, phone number(s), email address), next of kin if known, location (hospital or jail) of owner if known. In addition, City of Kyle will document any contact with the known owner, such as whether or not the owner has been advised that their animal is at the Shelter. When possible, City of Kyle will have the owner fill out and sign the Authorization for Third Party Release Form (Exhibit IV).
11. City of Kyle Animal Control Officers will be responsible to make all reasonable attempts to locate an impounded animal's owner and return the animal to the owner prior to bringing it to the Shelter. This includes, but is not limited to; scanning for microchips, checking for tags, contacting known owners

before bringing the animal in, and, for owners living within a ½ mile radius of City of Kyle jurisdictional lines, visiting the owner's last known residence to try and make contact. If an owner cannot be contacted in the field, the Animal Control Officer who brings the animal to the Shelter will document all attempts made, as well as any known contact information for the owner in a memo in the Shelter's database;

12. City of Kyle Animal Control Officers will be responsible to return all cats that have been designated by the Shelter as community cats that are eligible for Trap, Neuter and Return (TNR) back to their trapped/impoundment location within City of Kyle's jurisdiction after spay/neuter surgery and recovery is completed;

13. City of Kyle Animal Control Officers will be required to carry intake diversion handouts and resource materials and provide information on these services to all citizens who wish to surrender a pet to the Shelter as an alternative to shelter surrender provided by the shelter;

14. SMRAS will sponsor a minimum of four (4) special animal events (adoption, spay/neuter, vaccinating, microchipping, etc.) for City of Kyle each fiscal year at the rate of \$1,500 per event; these fees will be used to pay a third party to host events throughout the county. These costs will be paid at the beginning of the fiscal year and will be in addition to the fees paid for core services. Any events hosted by City of Kyle staff or volunteers for City of Kyle will be credited at the rate of \$1,500 per event, less expenses (such as microchips or vaccines) incurred by the shelter per event, at the end of the fiscal year.

15. City of Kyle will adopt Standard Operating Procedures (SOP's), general orders, or policies relating to the allowance of Home Quarantine for animal bites, when allowed by State Law. Animal Control Officers will submit a completed Bite Quarantine form (Exhibit VI) for every bite quarantine drop-off.

16. City of Kyle Animal Control Officers will carry the Shelter's Owner Surrender Form (Exhibit V) in their vehicles and will upload a signed and completed owner surrender into the Shelter's database form for each owner surrendered animal. The Shelter will not accept any owner surrendered animals from City of Kyle without a signed and completed owner surrender form.

17. Provide financial support to Prevent A Litter (PALS) in the amount of \$10,000 annually outside of this agreement.

18. Help promote the shelter's mission by creating/sharing social media posts, highlighting adoptable animals, and promoting responsible pet ownership.

SECTION 2. TERM

The term of this Agreement will commence upon approval of both the City of San Marcos City Council and the City of Kyle Commissioners Court and execution by their representatives. The fee paid to the City of San Marcos will be pro-rated based on the annual basic payment amount should the Agreement extend past the current Fiscal Year. **This agreement will terminate on September 30, 2026 and there will be no further extensions to the agreement.**

SECTION 3. INDEMNIFICATION

To the extent allowed under applicable law, City of Kyle agrees to hold harmless, indemnify and defend San Marcos 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 City of Kyle, its officers, employees or agents with respect to the pick-up and delivery of animals to the Shelter.

Respectively, to the extent allowed under applicable law, San Marcos agrees to hold harmless, indemnify and defend City of Kyle and their 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 San Marcos, its officers, employees or agents with respect to the care and disposition of any animal delivered by City of Kyle to San Marcos for care in the Shelter.

SECTION 4. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation: San Marcos and City of Kyle agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Funding: San Marcos and City of Kyle acknowledge that funding under this Agreement will be made from current revenues available to each party for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Neither party will have recourse against the other for its failure to appropriate funds for the purposes of this Agreement in any fiscal year other than the year in which this Agreement is executed. The fiscal year for both City of Kyle and San Marcos extends from October 1st of each calendar year to September 30th of the following calendar year.

C. 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. Neither party may assign this Agreement without the written consent of the other party.

D. 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.

E. Invalid Provisions: 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 will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

F. Applicable Law: This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

G. Public Information Act: Each party understands that the other is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement may be subject to release under the Act. Neither party will make any reports, information, data, etc. generated under this Agreement available to any individual or organization without appropriate written notice to the other party given within a reasonable time for that party to make any appropriate arguments to the Office of the Attorney General.

H. Termination: Either party may terminate this Agreement for convenience and without cause by giving the other party a 90-day advance written notice, to its contact listed below, of its intent to terminate or to not renew.

CITY OF SAN MARCOS

Mrs. Stephanie Reyes
City Manager
630 E. Hopkins
San Marcos, Texas 78666

CITY OF KYLE

Bryan Langley
City Manager
100 W. Center Street
Kyle, Texas 78640

I. Binding Effect: This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the parties hereto.

Executed by:

CITY OF SAN MARCOS

Stephanie Reyes, City Manager

Date: _____

CITY OF KYLE

Bryan Langley

Date: _____