

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

The City of San Marcos ("San Marcos") and the City of Kyle ("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. The mission of the San Marcos Animal Services Division, in collaboration with its community partners and animal advocacy 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. San Marcos is currently developing a comprehensive plan to implement a five-year plan to move toward increasing the live outcome rate at the animal shelter.

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 Kyle as of the effective date of this Agreement. San Marcos will not provide animal control services to Kyle. The Shelter does not accommodate livestock;
4. Provide a quarterly sheltering report to Kyle;
5. Affirm Kyle's appointment of a representative to the San Marcos Animal Shelter Advisory Committee;
6. Hold animals received by Kyle in accordance with Kyle's laws and regulations, as amended, regarding animal control and sheltering services. Once the applicable hold period has expired animals received from Kyle become the property of the City of San Marcos. The Shelter will accept animals from Kyle during normal business hours, 8:00 a.m. until 5:00 p.m., Monday through Friday and from 11:30 a.m. until 4:30 p.m. on Saturdays. Kyle will not have access to the Shelter after regular business hours. In addition, San Marcos will assess and retain fees for the reclamation of any animal accepted from Kyle and impounded by the Shelter;
7. Provide access to web-based shelter software and San Marcos sponsored internal training opportunities to the Kyle Animal Control Officer(s) (costs for outside training opportunities are not included in this Agreement).

B. The City of Kyle agrees to:

1. Designate _____ as Kyle'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 \$141,881 for the provision of its core services upon execution of this Agreement. Costs payable to San Marcos include all personnel, operating and maintenance and facility use charges. This amount does not cover extraordinary animal services such as a case of animal cruelty involving ten or more animals. Kyle will be required to cover the costs 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 Operating Procedures may result in termination of this Agreement.

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 City Council and execution by their representatives. The Parties acknowledge that the City is currently reviewing and studying its animal services efforts and the Parties anticipate negotiating a new long-term agreement over the next year. This Agreement will extend until a new Agreement is executed. 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.

SECTION 3. INDEMNIFICATION

To the extent allowed under applicable law, 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 the 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 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 Kyle to San Marcos for care in the Shelter.

SECTION 4. MISCELLANEOUS PROVISIONS

- A. Interlocal Cooperation:** San Marcos and 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 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 can guarantee the availability of funds, and each enters into this Agreement only to the extent such funds are made available. 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 was executed. The fiscal year for both 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 the approval of the other party.
- H. Termination:** Either party may terminate this Agreement for convenience and without cause by giving the other party a 30 day advance written notice of its intent to terminate or to not renew.
- 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.

This Agreement was approved by the San Marcos City Council on December 12, 2018.

Executed by:

CITY OF SAN MARCOS

CITY OF KYLE

Bert Lumbreras, City Manager

Date:_____

Date:_____