1111 Bayou
La Marque, Texas 77568
409.938.9202

Mayor Bobby Hocking
Mayor Pro- Tem Keith Bell- District A
Councilmember Chris Lane- District B
Councilmember Robert Michetich- District C
Councilmember Clent Brown- District D

****

OFFICIALLY POSTED ON THE WEB:
DATE: **11.23.16** TIME: **2:45 p.m.**

CITY OF LA MARQUE
CITY COUNCIL
AGENDA
ADDENDUM

Notice is hereby given that the City Council of the City of La Marque, Texas will conduct a Special Meeting, Public Hearing and Workshop on Thursday, December 1, 2016 at 5:00 p.m. at 1109-B Bayou Road and the following is an addendum to the agenda originally posted on November 23, 2016:

OLD BUSINESS

a. Discussion/possible action regarding authorizing the Mayor to execute a new Interlocal Agreement with Galveston County to provide Animal Services for the City of La Marque

Note: The above item may be pulled and discussed at Council's discretion at any place on the Agenda for Thursday, December 1, 2016.

CERTIFICATION:
I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before November 23, 2016 before 5:00 p.m.

Robin Eldridge, TRMC
City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

State of Texas §
§
County of Galveston §

I. PREAMBLE

THIS AGREEMENT is entered into by and between the County of Galveston, Texas (the "County"), the Galveston County Health District ("GCHD"), the City of Bayou Vista ("Bayou Vista"), the City of Hitchcock ("Hitchcock"), the City of Kemah ("Kemah"), the City of La Marque ("La Marque") and the City of Texas City ("Texas City").

Bayou Vista, Hitchcock, Kemah, La Marque and Texas City, all of which are municipalities located within the County, are herein referred collectively to as the "Cities."

GCHD, the County, and the Cities (collectively "Parties") enter into this Interlocal Agreement under the authority of the Interlocal Cooperation Act (the "Act"), Chapter 791 of the Texas Government Code, as amended. The Parties wish to enter into an agreement for GCHD's provision of animal shelter and/or field animal control services through the Galveston County Health District Animal Resource Center (the "Center").

The County and Cities understand that the Center currently operates and maintains centralized animal sheltering services and animal field control services for the purpose of reducing general animal control problems in the County and Cities, and that these municipalities, acting individually, shall retain the right to elect whether they receive provisions to either one or both of the aforementioned services through the Center, so long as notification of this choice is conveyed to GCHD in accordance with *Section III* of this Agreement. Sheltering procedures will include, but are not limited to, harboring and caring for stray and/or unwanted animals, promoting the adoption of animals, administering pet registrations and microchipping, promoting relevant community events and volunteer services, reporting human exposure to rabies, quarantining and testing biting animals, maintaining population control through the humane administration of euthanasia in accordance with the Animal Services' Policy manual, facilitating crematory services, and carrying out all other services pertinent to animal shelters as prescribed by Chapters 821, 822, 823, 826, 828 and 829 of the Texas Health and Safety Code.

NOW THEREFORE, in consideration of the mutual covenants set forth hereinafter, GCHD, the County and the Cities agree as follows:

II. SCOPE OF SERVICES

A. Preamble constitutes contractual provisions. The Parties agree that the provisions set forth in the Preamble above are true and correct and constitute contractual provisions of this Agreement.

B. GCHD Responsibilities

In accordance with this Agreement, GCHD consents to:

1. Securing and maintaining valid certification with the Texas Department of State Health Services for all pertinent animal control and quarantine services.
2. Its designation as the local animal control authority by the Cities and the County.

3. Serving as the local rabies control authority on behalf of the Cities and the County, as authorized by Chapter 826 of the Texas Health and Safety Code.
4. Adhering to all Animal Services Advisory Committee (the "Committee") authority regulations, as authorized by Chapter 823 of the Texas Health and Safety Code.
5. Overseeing daily operations of the Center and associated field work.
6. Managing the Center and governing the Committee in accordance with the procedures as set forth by the official Committee Bylaws and/or the Policy/Order.
7. Proactively and continuously seeking funding streams and partnerships with outside parties in an attempt to generate additional resources for the Center.
8. Unless proper notice is provided in accordance with *Section III* of this Agreement, GCHD shall render sheltering services and field animal control services to all Parties hereto. The elements encompassed within the provisions of these services shall include, but not be limited to:
    a. Sheltering services will include:
        i. Sheltering and care of stray and unwanted animals;
        ii. Quarantine services;
        iii. Humane euthanasia of unwanted, sick, injured, and unadoptable animals;
        iv. Administration of redemption of owned animals;
        v. Administration of animal adoptions;
        vi. Administration of pet registrations;
        vii. Registration of rescue organizations;
        viii. Administration of community education and volunteer services; and
        ix. Cremation services.
    b. Field animal control services shall include, but not be limited to:
        i. Dispatching all calls for service to certified animal control officers;
        ii. Investigating animal bites on both humans and other animals, and assuring the proper quarantining of biting animals;
        iii. Investigating civil animal cruelties (improper sheltering, abuse, etc.);
        iv. Assisting authorities in commencing court ordered seizures;
        v. Filing civil complaints in the courts of proper jurisdiction; and
        vi. Investigating, documenting and briefing the Center's Animal Services Manager on potential dangerous dog declarations.
9. Devising the Animal Services Funding Formula, with recommendations by all Parties to the Agreement, prior to its effectuation, and which shall be affixed to this Agreement as *Attachment A* and incorporated herein for all purposes.

C. County and City Responsibilities

In accordance with this Agreement, the County and Cities consent to:

1. Appointing GCHD as the local animal control authority and local rabies control authority which shall render services on behalf of the County and Cities.
2. Permitting GCHD primary control, administration, and direction of policies and operations of the Center, except as otherwise provided by this Agreement.
3. Complying with Committee membership responsibilities as set forth in the official Committee Bylaws and/or Policy/Order manual.
4. Remunerating GCHD in the amount determined by the Animal Services Funding Formula, which shall be devised by GCHD's Chief Executive Officer and/or designee, and presented to all Parties to the Agreement.
    a. The Animal Services Funding Formula, once finalized, will become a binding part of this Agreement and shall be affixed to the Agreement as *Attachment A*, which shall be incorporated herein for all purposes.

III. INDEMNITY

To the extent allowed under applicable law, the County and Cities agree to hold harmless, indemnify and defend GCHD and its employees, agents, officers and servants from 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 or Cities, their officers, employees or agents with respect to services rendered under the scope this Agreement.

Respectively, to the extent allowed under applicable law, GCHD agrees to hold harmless, indemnify and defend the County and Cities and their employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of GCHD, its officers, employees, or agents with respect to services rendered under the scope this Agreement.

IV. TERM, TERMINATION AND AMENDMENT OF SERVICES

The terms of this Agreement shall commence on October 1, 2016 and end on September 30, 2017. Thereafter, the Agreement shall automatically renew on an annual basis.

Any Party shall retain the right to terminate or limit the services it receives through its participation in this Agreement solely to that of either field or shelter services by providing written notice of termination or amendment to GCHD's Chief Executive Officer at least six (6) months prior to the end of the Agreement's term, which parallels GCHD's fiscal year (October 1 – September 30). A Party may terminate or amend services prior to the end of the fiscal year so long as said Party provides at least six (6) months prior notice of the change; however, the Party is still mandated to fulfill its complete compensatory obligation through the conclusion of the Agreement's fiscal year and as defined in *Attachment A.* Such termination or amendment notice must be authorized by the governing body of the terminating or amending party and signed by the party's authorized official. The terminating or amending party shall specify the effective date of termination or amendment within the notice. The termination or amendment shall not relieve the terminating or amending party of any obligation incurred by the Party prior to the effective date of termination or service change. GCHD shall provide a copy of the notice of termination or amendment terms to the authorized official of all Parties to the Agreement within thirty (30) days of receiving said notice. Withdrawal or amendment by, or removal of a party, shall not terminate this Agreement to non-terminating or non-amending Parties.

V. APPORTIONMENT OF COSTS UPON CHANGE OF PARTIES OR SERVICE PROVISIONS

A. Reduction of or Change in Service Provisions to Current Parties

Should there be a reduction of current Parties to the Agreement or change in the provision of services rendered to a current Party to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula for the following fiscal year and presenting said formula to all remaining Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall then become operative at the start of the new fiscal year.

B. Addition of New Municipalities

Should there be an addition of a municipality to the Agreement, GCHD's Chief Executive Officer and/or designee shall be tasked with amending the Animal Services Funding Formula to reflect the expense contribution of the joining municipality and presenting said formula to all Parties for review and deliberation prior to its effectuation. Upon finalization, the revised Funding Formula shall replace the existing one, affixed to this Agreement as *Attachment A*, which shall become operative immediately at the time in which the amended Agreement is wholly executed.

VI. MISCELLANEOUS PROVISIONS

A. Interlocal Cooperation

GCHD, the County and the Cities 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. Amendment/No Assignment

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 all Parties. No Party may assign this Agreement in whole or in part without the prior written consent of every other participant Party.

C. Interpretation

The Parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, and that all terms and conditions herein are to be construed and interpreted as intended by this Act.

D. Invalid Provisions

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

E. Applicable Law

This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Galveston County, Texas.

F. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be delivered in person, or mailed via certified mail, return receipt requested with proper postage affixed, or may be transmitted electronically to the applicable party at the physical or electronic mailing address as provided within *Attachment B.*

G. Public Information Act

The County and the Cities understand that GCHD is legally considered a special purpose district and thus governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this Agreement is therefore subject to release under the Public Information Act.

H. Immunity Retained

No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this Agreement and performance of the covenants contained herein. Each Party to the Agreement specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising from this Agreement.

I. Current Revenues

Pursuant to Section 791.011(d)(3) of the Texas Government Code, the Cities and County must make payments for services rendered through this Agreement from current revenues available to the paying party.

J. Billing Procedure

GCHD shall bill the County and each City at the beginning of each quarter of the fiscal year for its respective portion of the animal services' annual operating expense, and the County and Cities agree to submit payments to GCHD in accordance with the terms set forth under the Texas Prompt Payment Act.

K. Entire Agreement

This Agreement constitutes the entire agreement of the Parties. No oral or written statements, agreements, promises, conditions, assurances, covenants or other terms with respect to covenants, whether written or verbal, not expressly set forth in this Agreement or expressly incorporated herein shall be of any force or effect. The County and Cities shall rely solely upon the representation and terms contained in this Agreement.

L. Binding Effect

Each Party represents and warrants for itself that the Party is acting by and through its governing body and that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to this Agreement. Each Party shall become bound to this Agreement when the Agreement is executed by all Parties hereto.

----------The rest of this page has intentionally been left blank----------

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Galveston County Health District:

_____ _____

Kathy Barroso
Chief Executive Officer

Date

ATTEST:

_____ _____

Amanda Taber
Executive Assistant

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

Galveston County, Texas:

_____ _____

Mark A. Henry
County Judge

Date

ATTEST:

_____ _____

Dwight D. Sullivan
County Clerk

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Bayou Vista, Texas:

_____ _____

Daniel Konyha
Mayor

Date

ATTEST:

_____ _____

Paula Eshelman
City Secretary

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Hitchcock, Texas:

_____ _____

Anthony Matranga
Mayor

Date

ATTEST:

_____ _____

Lucy Dieringer
City Secretary

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Kemah, Texas:

_____ _____

Carl Joiner — Date
Mayor

ATTEST:

_____ _____

Carolyn Anderson — Date
City Secretary

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of La Marque, Texas:

_____ _____

Bobby Hocking
Mayor

Date

ATTEST:

_____ _____

Robin Eldridge
City Clerk

Date

GALVESTON COUNTY
ANIMAL SERVICES AGREEMENT

City of Texas City, Texas:

_____ _____

Matthew Doyle
Mayor

Date

ATTEST:

_____ _____

Nick Finan
City Secretary

Date

Galveston County Animal Services Agreement

Attachment A

The Advisory Committee shall review and make recommendations on any amendment(s) to the annual budget. All amendments to the annual budget must be approved by the United Board of Health. Any amendment(s) that increases the County's proportion must be approved by the Commissioners' Court of Galveston County, Texas. Any amendment(s) that increases a City's proportion must be approved by the governing body of the respective City.

FY17 Allocation for Animal Services (based on FY16 allocation)

	Field Services	%	Shelter Services	%	Combined Proposed FY17 Contribution	%
Bayou Vista	$ 4,066	1.5%	$ 6,495	1.1%	$ 10,560	1.2%
Hitchcock	$ 18,411	7%	$ 29,416	4.8%	$ 47,826	5.4%
Kemah	$ 4,689	2%	$ 7,492	1.2%	$ 12,181	1.4%
LaMarque	$ 38,374	14%	$ 61,311	10.0%	$ 99,685	11.2%
Texas City	$ -	0%	$ 190,576	31.0%	$ 190,576	21.4%
Unincorporated (County)	$ 211,951	76%	$ 319,038	51.9%	$ 530,989	59.5%
Total	**$ 277,490**	**100%**	**$ 614,327**	**100%**	**$ 891,817**	**100%**

		Shelter	Shelter	Total
FY17 Budget	---------->	**$ 277,490**	**$ 977,151**	**$ 1,254,641**
Less ARC building costs (maintenance, utilities, etc.)	---------->		**$ (199,699)**	**$ (199,699)**
Less Budgeted Fees:	---------->	**$ -**	**$ (163,125)**	**$ (163,125)**
		$ 277,490	**$ 614,327**	**$ 891,817**

FY17 Funding Formula