

AGENDA ITEM # 24

September 23, 1997

\*

Consider appointing Dott Salli to the Williamson County Child Welfare Board.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To appoint Dott Salli to the Williamson County Child Welfare Board.

Vote: Motion carried 4 - 0

&lt; Clerk copy here &gt;

## PROSPECTIVE CHILD WELFARE BOARD BOARD MEMBER QUESTIONNAIRE

Name DOTT SALLIAddress 1005 ST. WILLIAM AVENUEROUND ROCKPhone (Home) (512) 255-3171 (Wk) \_\_\_\_\_Occupation Not employed Employer \_\_\_\_\_

What Commissioner's precinct do you live in? \_\_\_\_\_

Number of years there: 21 County WilliamsonEducation: High School, Business College, Some college creditAre you now a member or have you ever been a member of other boards, social or professional organizations? Yes X No \_\_\_\_\_

If yes, please list:

Epsilon Sigma Alpha, Round Rock Womens Club, FUMC, Round Rock Area Serving Center

Please indicate any special skills or expertise that you would bring to the board:

Fund Raising Yes Planning, Evaluation Yes

Public Relations \_\_\_\_\_ Community Outreach \_\_\_\_\_

Financial Management \_\_\_\_\_ Volunteer Outreach \_\_\_\_\_

Public Speaking \_\_\_\_\_ Other \_\_\_\_\_

Where did you learn about the Child Welfare Board? Dianne Howell

approved 9-23-97  
John C. Doerfler

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What (if anything) do you know about Children Protective Services or the Child Welfare Board?

Enhance the welfare of the children of the county that have been in unfortunate situations and are have special needs.

How much time per month could you devote to board and committee meetings?

Board 4+ Committees 4+

Why are you interested in becoming a member of the County Child Welfare Board?

I believe I have some experience or talents that would be valuable to the Child Welfare Board; not to mention my love of children.

Date available to begin service on Child Welfare Board? May

Please give three non-relative references:

	Name	Address	Phone #
1.	Norma Creel	1005 Deer Run	255-4565
2.	Bonnie Schwalje	2109 Smoke Tree Trail	255-3660
3.	Dianne Howell	1105 Penny Lane	255-6594

I have read the information packet, and I would be interested in serving on the Williamson County Child Welfare Board. I believe that I have the time, interest, and commitment to fulfill the role of an effective board member. I understand and feel that I am able to respect the confidentiality requirements for board members.

Dott Salli  
Signature

4-1-97  
Date

AGENDA ITEM # 25

September 23, 1997

\*

Consider approving contract with Williamson County Humane Society.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve Administrative Agreement between the Williamson County Humane Society and Williamson County, Texas.

Vote: Motion carried 4 - 0

&lt; Clerk copy here &gt;

ADMINISTRATIVE AGREEMENT BETWEEN  
THE WILLIAMSON COUNTY HUMANE SOCIETY  
AND WILLIAMSON COUNTY, TEXAS

SECTION 1. PARTIES TO AGREEMENT

This agreement is made and entered into by and between the Williamson County Humane Society, a non-profit organization organized under the laws of the State of Texas, hereinafter referred to as the "Humane Society," and Williamson County, Texas, a political subdivision of the State of Texas, hereinafter referred to as the "County." The parties hereto have severally and collectively agreed, and by the execution hereof are bound to the mutual obligations and to the performances and accomplishments of the objectives hereinafter described.

SECTION 2. AGREEMENT PERIOD

The period for performance of this agreement shall commence October 1, 1997, and shall continue thereafter until September 30, 1998, or longer, subject to the mutual satisfaction of the parties, with annual recertification of the agreement, or until termination of the agreement as set out below.

SECTION 3. FUNDING

A. 1997-98 Animal Control Budget. License fees, boarding fees, and reclamation fees (as more particularly set out hereinbelow) shall provide additional funds necessary for the continued operation of the animal control program. Such fees shall be in addition to the boarding fees, rabies fees, and \$25,000 by the County, as more particularly set out hereinbelow. If sufficient funds are not generated, neither party is obligated to make up any deficits or to provide services for which payment cannot be made.

B. Fees

1. License Fees. Each dog and cat within the non-incorporated areas of Williamson County shall be registered once each year by its owner through either the Humane Society or a veterinarian practicing in Williamson County. The license fee shall be \$5.00 for any animal which has been neutered or spayed, and \$10.00 for any animal which has not been neutered or spayed, or "intact." These license fees shall be collected by the Humane Society to be used in the sole discretion of the Humane Society for the continued operation of the animal shelter.

2. Reclamation Fees. Reclamation fees shall be assessed against an animal's owner at the time of reclamation of any impounded animal. These moneys shall be collected by Humane Society to be used in the sole discretion of the Humane Society for the continued operation of the animal shelter. The reclamation fees shall be as follows:

- (a) The first time an animal is impounded, the fee may be \$15.00.

- (b) The second time an animal is impounded, the fee shall be \$25.00.
- (c) The third time the same animal is impounded, the fee shall be \$35.00.
- (d) For each succeeding time the same animal is impounded, the fee shall be \$35.00.

3. Boarding Fees -- Reclaimed Animals. In addition to the reclamation fees described in Section 3(B)(2), above, boarding fees shall be charged an animal's owner at the time of reclamation of any impounded animal. These moneys shall be collected by the Humane Society and added to the Animal Control funds, to be used for the continued operation of the animal shelter. The boarding fee shall be \$7.00 for each 24-hour period, or portion thereof.

4. Boarding Fees -- Non-reclaimed Animals. In the event an animal from an area serviced by Williamson County Animal Control is not reclaimed by its owner, boarding fees shall be charged by the County, and the County hereby agrees to pay the Humane Society the boarding fees. These moneys shall be collected by the Humane Society and added to the Animal Control funds, to be used for the continued operation of the animal shelter. The boarding fee for each non-reclaimed animal shall be \$5.00 for each 24-hour period, or portion thereof. Maximum billing shall be no more than three (3) days unless specifically requested by Animal Control.

Because there is no adequate public pound in the County for citizens to release ownership of their animals, the County agrees to pay the fee for one (1) day's boarding for any animal released to the Humane Society from an area serviced by Williamson County Animal Control. These moneys shall be collected by the Humane Society and added to the County Animal Control funds, to be used for the continued operation of the animal shelter.

5. Rabies Testing. When an animal bites someone, state law requires that it must be either (i) tested for rabies by submission of its brain to a state lab, or (ii) quarantined for ten (10) days. Before testing (decapitating), animals shall be held a maximum of three (3) days for the purpose of attempting to locate an owner or allowing owner to pay for the ten (10) days of observation. In the event the animal is not reclaimed, the County shall pay the \$5.00 per day boarding fee as provided for herein, together with the \$25.00 handling fee. These moneys shall be collected by the Humane Society and added to the County Animal Control funds, to be used for the continued operation of the animal shelter.

6. Flat Fee. \$2,083.33 per month.

C. Animal Defined. For purposes of fees, animal is defined as any single animal or a litter consisting of animals less than four (4) months of age.

#### SECTION 4. PERFORMANCES BY THE HUMANE SOCIETY

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A. Licensing. The Humane Society shall be responsible for the distribution and sale of all county dog and cat licenses for the period of performance of this agreement, commencing on

October 1, 1997, and continuing thereafter until September 30, 1998, both directly and through licensed veterinarians practicing in Williamson County. All licenses shall be sold in accordance with the current Williamson County Regulations for the Control of Rabies and Animal Control (November 6, 1989), and at the fees established by the Commissioners' Court for fiscal year 1997, as described in Section 3(B)(1), hereinabove. The Humane Society shall be responsible for procuring the license tags and providing all materials necessary for record keeping.

B. Collection of Fees. The Humane Society shall collect, on behalf of the County, any charges designated by the Animal Control Officer before releasing an animal to an owner reclaiming it. Such moneys collected shall be reported monthly to the County Auditor's office. The Humane Society shall retain all license fees, boarding fees, and reclamation fees collected, to be used as part of the County Animal Control Budget, as provided for in Section 3(A), hereinabove. The Humane Society shall not charge the County any administrative fees. Boarding fees shall be charged the County as more particularly set out hereinabove.

C. Boarding. Every animal not wearing a license tag and not claimed and redeemed by the owner prior to the expiration of the three (3) calendar days, not including the day of impoundment or days the shelter is closed to the public, shall become the sole and exclusive property of the Humane Society. Every animal wearing a license tag and not claimed and redeemed by the owner prior to the expiration of seven (7) calendar days, not including the day of impoundment or days the shelter is closed to the public, shall become the sole and exclusive property of the Humane Society.

#### SECTION 5.            PERFORMANCES BY THE COUNTY

The County shall be responsible for all aspects of animal control within the non-incorporated areas of Williamson County except for animal sheltering and licensing. The County shall also be responsible for the prompt payment of any boarding and rabies testing fees charged it by the Humane Society as set out in this agreement.

#### SECTION 6.            GENERAL ADMINISTRATION

A. Office Space. The Humane Society shall provide, at no cost to the County, office space for County Animal Control and parking for the Animal Control vehicles at the Humane Society's offices located at 2121 North Mays, Round Rock, Texas.

B. Record Keeping. The Humane Society shall be responsible for keeping complete written records of all animal licenses issued, including the following:

- (1) Name, address, and phone number of the owner;
- (2) Species, sex, description, age, and name of the animal;
- (3) Name of veterinarian;
- (4) Date and ID number of rabies vaccination; and
- (5) Date and number of license issued.

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All such records shall be made available to the County Health Department and the County Animal

Control officer during regular business hours at the Humane Society Office.

C. Audits. All financial transactions of the Humane Society shall be audited by the office of the County Auditor. For this purpose, the Humane Society shall submit a monthly report to the County Auditor's office. Additionally, an annual on-site audit may be conducted by the office of the County Auditor. All financial records shall be made available to the County Auditor and his representatives during regular business hours at the Humane Society Office.

D. Animal Control Officer. The Animal Control Officer shall be responsible for completing, at the time of arrival, the holding forms on each animal brought in, including but not limited to written instructions as to any charges or special handling. The Animal Control Officer shall implement the policies of operation of the Animal Control Department as set out by the County.

E. Costs of Operation. The Humane Society shall be solely responsible for all shelter operations, maintenance, and costs. The Humane Society has sole responsibility for the operations and policies of the animal shelter.

F. Personnel.

1. Staff at Animal Shelter. The Humane Society shall be responsible for the staff, both paid and volunteer, necessary for the routine operation of the animal shelter and for administration of the licensing program. Such responsibility shall include but not be limited to compensation, insurance, and/or any other benefits for its staff.

2. Animal Control Office. The County shall be responsible for the hiring and compensation of the Animal Control Officer(s).

#### SECTION 7. PLANNING OBJECTIVES

Both parties shall work closely together for the welfare of the citizens and animals of Williamson County. The Humane Society shall cooperate with the County in helping to develop future budgets and programs for Animal Control.

#### SECTION 8. EVALUATIONS

This agreement shall be reviewed annually as part of the County budget process. If, during the agreement year, any dispute arises between the Humane Society and the Department of Animal Control which cannot be resolved by them, they shall be referred to the Commissioners' Court or its representative for settlement of the dispute.

#### SECTION 9. FORCE MAJEURE CLAUSE

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The parties agree and acknowledge that the County shall not in any way be responsible for any acts, occurrences, or events which are caused by some third party, including but not limited to the Humane Society, which may affect, disrupt, or terminate this agreement and thereby prevent the

Society's employees from performing the service contemplated hereunder.

SECTION 10. GENERAL AND ADMINISTRATIVE PROVISIONS

A. This agreement shall be binding upon and inure to the benefit to the parties hereto and other entities which might follow that would qualify at law as a successor in interest, and to executors, administrators, legal representatives and assigns.

B. The Humane Society shall comply with the Law and Order Precedence. In rendering performance herein, the Humane Society shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this agreement, precedence shall be given to the most restrictive provisions of such laws, regulations, terms and conditions, as determined by the County.

C. There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the County shall not constitute a waiver of said rights to be considered as a basis for estoppel. The County may exercise its rights despite said delay or failure to enforce said rights.

D. This agreement is subject to Texas law. Any and all obligations or payments are due and payable in Williamson County, Texas, and the venue for any legal action relating to this agreement shall be in Williamson County, Texas.

E. This agreement is subject to severability. If any provision herein is, for any reason, held in violation of any applicable law, and so much of said agreement is held to be unenforceable, then the invalidity of such a specific provision shall not be held to invalidate any other provisions, which other provisions shall remain in full force and effect unless removal of invalid parts destroys the legitimate purposes of this agreement. In the latter case, as determined by the County, this agreement shall be canceled.

Signed, accepted, and agreed to this 23<sup>rd</sup> day of September, 1997, by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities.

WILLIAMSON COUNTY  
HUMANE SOCIETY

By: Julia Eriksen  
Julia Eriksen, President

ATTEST:

By: Sandy Shockey  
~~Karen Andrews, Secretary~~  
SANDY SHOCKEY

AGREEMENT

WILLIAMSON COUNTY, TEXAS

By: John C. Doerfler 9-23-97  
John Doerfler, County Judge

By: Elaine Bizzell  
Elaine Bizzell, County Clerk

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VOL 0092 PAGE 187 11

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SECTION 3. FUNDING

A. 1995-'96 Animal Control Budget. License fees, boarding fees, and reclamation fees (as more particularly set out hereinbelow) shall provide additional funds necessary for the continued operation of the animal control program. Such fees shall be in addition to the boarding fees, rabies fees, and \$12,000.00 paid by the County, as more particularly set out hereinbelow. If sufficient funds are not generated, neither party is obligated to make up any deficits or to provide services for which payment cannot be made.

B. Fees

1. License Fees. Each dog and cat within the non-incorporated areas of Williamson County shall be registered once each year by its owner through either the Humane Society or a veterinarian practicing in Williamson County. The license fee shall be \$5.00 for any animal which has been neutered or spayed, and \$10.00 for any animal which has not been neutered or spayed, or "intact". These license fees shall be collected by the Humane Society to be used in the sole discretion of the Humane Society for the continued operation of the animal shelter.

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6. \$1,000.00/month approved by the County Commissioners vote.

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## SECTION 8. EVALUATIONS

This agreement shall be reviewed annually as part of the County budget process. If, during the agreement year, any dispute arises between the Humane Society and the Department of Animal Control which cannot be resolved by them, they shall be referred to the Commissioners' Court or its representative for settlement of the dispute.

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## SECTION 10. GENERAL AND ADMINISTRATIVE PROVISIONS

A. This agreement shall be binding upon and inure to the benefit of the parties hereto and other entities which might follow that would qualify at law as a successor in interest, and to executors, administrators, legal representatives and assigns.

B. The Humane Society shall comply with the Law and Order Precedence. In rendering performance herein, the Humane Society shall comply with the requirements of applicable federal, state, and local laws and regulations. In the event of a conflict between such laws and regulations and terms and conditions of this agreement, precedence shall be given to the most restrictive provisions of such laws, regulations, terms and conditions, as determined by the County.

C. There shall be no waiver. The failure or delay in the enforcement of the rights at law here inscribed to the County shall not constitute a waiver of said rights to be considered as a basis for estoppel. The County may exercise its rights despite said delay or failure to enforce said rights.

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Signed, accepted and agreed to this 9th day of Jan., <sup>1996</sup>~~1995~~ by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities.

WILLIAMSON COUNTY HUMANE SOCIETY

WILLIAMSON COUNTY, TEXAS

By: Tammy Dellsberger 1-24-96  
Tammy Dellsberger, President  
Tammy Dellsberger

ATTEST:

By: Connie Lucas  
Connie Lucas, Secretary

By: John Doerfler 1-9-96  
John Doerfler, County Judge

ATTEST:

By: Elaine Bizzell  
Elaine Bizzell, County Clerk

# WILLIAMSON COUNTY HUMANE SOCIETY

## FACT SHEET

### WCHS ORGANIZATION

- The Williamson County Humane Society (WCHS) was founded in 1979 by volunteers dedicated to preventing cruelty to animals.
- The mission of WCHS is to prevent cruelty to animals, provide relief from suffering among animals; reduce overbreeding of animals through public education and sterilization programs; and extend humane education to our community.
- WCHS is a private, charitable, non-profit 501(c)(3) organization. It is not a federal, state, county or city governmental agency, it is not a branch of any other charitable organization. The bulk of current funding comes from donations and adoption fees.
- The governing body is the volunteer Board of Directors. Day-to-day operations are carried out by an Executive Director, a staff of fifteen employees, and a core group of volunteers.

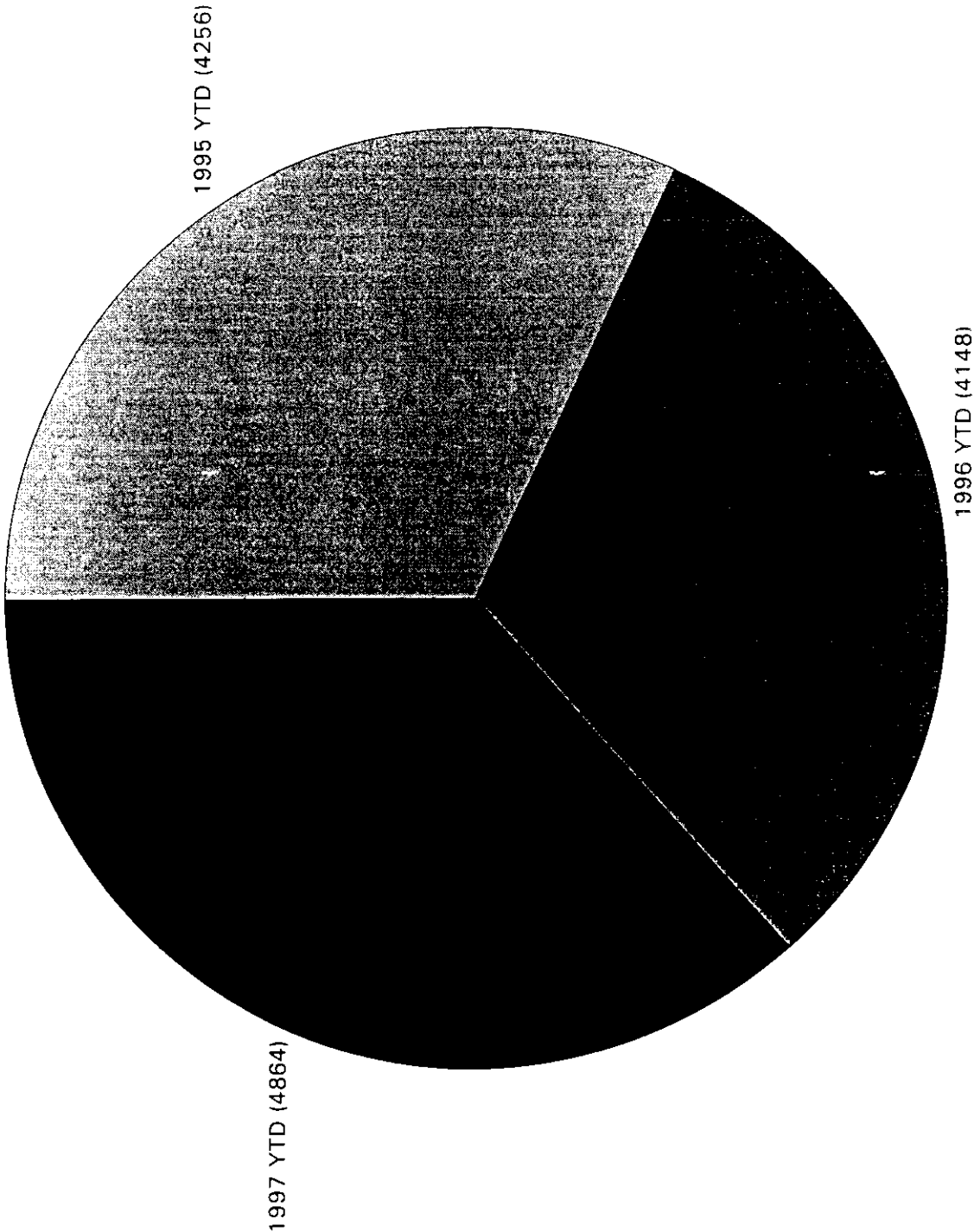
### WCHS PROGRAMS

- WCHS provides shelter. Our facility, which is in desperate need of renovation, provides refuge for stray, homeless, abandoned and injured animals. More than 6,000 animals pass through WCHS's doors each year.
- WCHS promotes the welfare of animals through the provisions and benefits of existing laws, and further supports the enactment of more extensive humane legislation.
- WCHS provides a spay and neuter program. We promote the reduction of animal overpopulation through spaying and neutering. Every animal adopted from the WCHS is spayed or neutered.
- WCHS lost and found services. WCHS maintains a lost and found service to help reunite owners and their pets, and advises pet owners of other available assistance.
- WCHS provides adoption counseling. We believe pet ownership is a privilege, not a right. We try to match the right pet to the right family and counsel potential owners about the responsibilities of pet ownership.
- WCHS provides humane education to school children through the Independent School Districts. Teaching kindness and gentleness toward domestic and other animals instills a respect for life. Speakers, shelter tours, and video tapes are available.
- WCHS provides Pet-a-Pet Therapy for nursing home residents. Volunteers provide pet therapy visits for approximately 600 area nursing home residents per year.

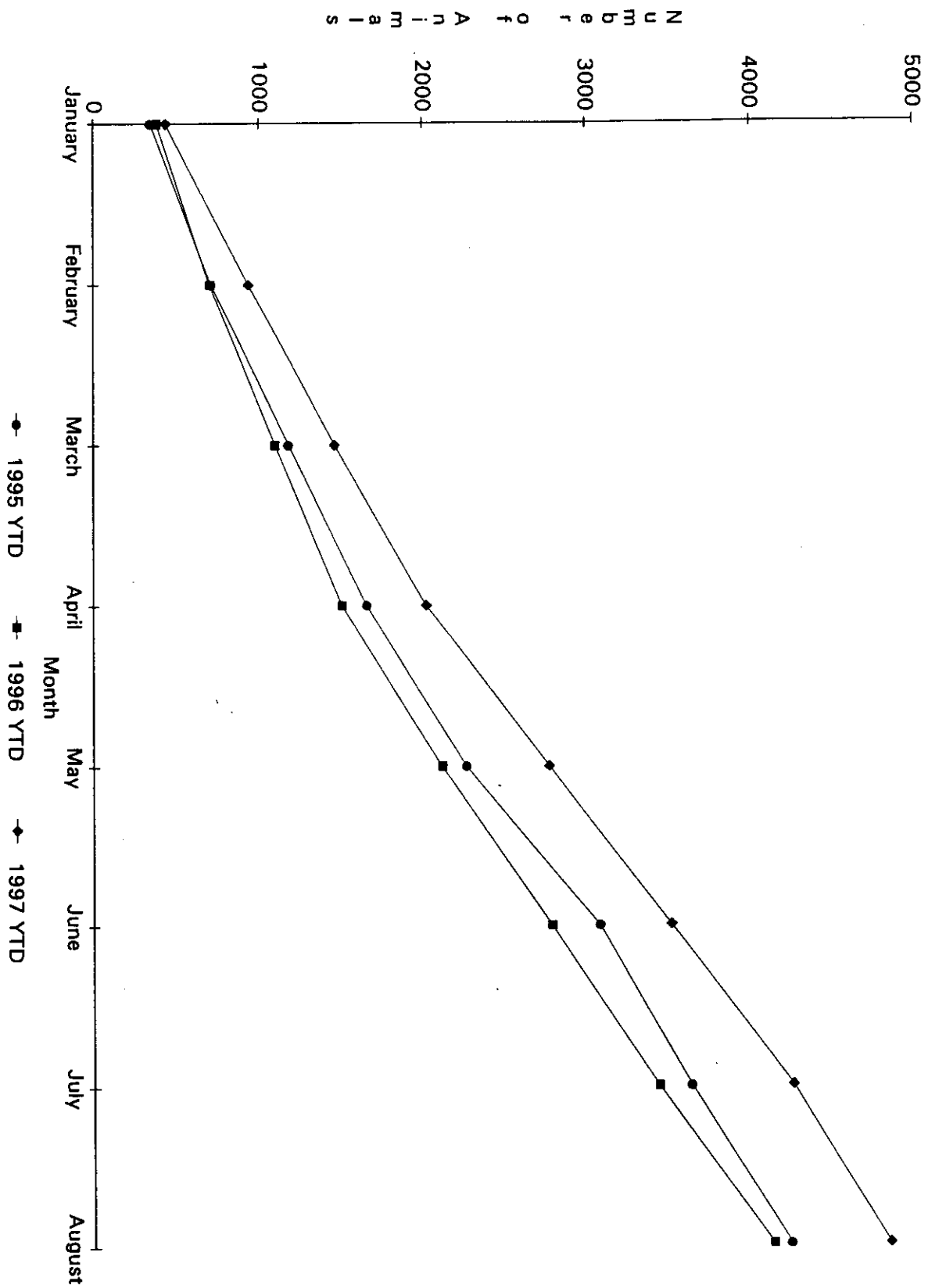
## Number of Animals Incoming

Month	1995	Year to date 1995	1996	Year to date 1996	1997	Year to date 1997
January	341	341	380	380	436	436
February	371	712	325	705	501	937
March	469	1181	393	1098	525	1462
April	480	1661	411	1509	564	2026
May	608	2269	612	2121	754	2780
June	821	3090	676	2797	745	3525
July	557	3647	654	3451	742	4267
August	609	4256	697	4148	597	4864
September	518	4774	605	4753		
October	446	5220	480	5233		
November	450	5670	476	5709		
December	360	6030	420	6129		

WCHS INCOMING ANIMALS YTD  
January - August 1995-1997



WCHS INCOMING ANIMALS YTD  
January-August 1995-1997



AGENDA ITEM # 26September 23, 1997\*

Consider making recommendation to Governor's Office for appointment to Turnpike Authority.

No action was taken on this agenda item.

AGENDA ITEM # 27September 23, 1997\*

Consider making appointment to CDD Board.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To appoint Commissioner Boatright to the CDD Board upon resignation of Norm Bray.

Vote: Motion carried 4 - 0

AGENDA ITEM # 28September 23, 1997\*

Consider noting in minutes County Treasurer's Certification of Attendance at the 1997 County Treasurer's Continuing Education Seminar.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To note in minutes County Treasurer's Certification of Attendance at the 1997 County Treasurer's Continuing Education Seminar.

Vote: Motion carried 4 - 0

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