

**AGENDA ITEM 35**

Consider authorizing limited intervention in federal redistricting actions.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To authorize limited intervention in federal redistricting actions to prevent district lines from being drawn through individual homes.

Vote: **5 - 0**

**AGENDA ITEM 36**

Discuss and take any appropriate action on road bond program.

No action was taken on this agenda item.

**AGENDA ITEM 37**

Hear report from Land Strategies on revised plan for regional park and take any appropriate action.

Paul Linehan of Land Strategies gave an update on Phase 1 of the regional park and discussed possible revisions to the plan, due to the topography of the site.

No action was taken on this agenda item, which will be added to the October 30, 2001 agenda.

**AGENDA ITEM 38**

Consider approving additional services on regional park for Moman Architects and/or Gray Jansing & Associates.

No action was taken on this agenda item, which will be added to the October 30, 2001 agenda.

**AGENDA ITEM 39**

Consider approving annual agreement with Williamson County Humane Society.

Guy Bilyeu, Executive Director of the Humane Society of Williamson County, addressed the court regarding improvements made in the last year and answered questions about the facility.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To approve the annual agreement with Williamson County Humane Society.

Vote: **5 - 0**

< Attachment >

ADMINISTRATIVE AGREEMENT  
BETWEEN  
THE WILLIAMSON COUNTY HUMANE SOCIETY, INC.  
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 01, 2001, and shall continue thereafter until September 30, 2002, or longer, subject to the mutual satisfaction of the parties and recertification of the agreement, or until termination of the agreement as set out below.

SECTION 3. FUNDING

A. 2000-2001 and 2001-2002 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 flat fee, as more particularly set out hereinbelow.

B. Fees

1. License Fees. Each dog and cat within the unincorporated areas of the County shall be registered once each year by its owner through either the Humane Society or a veterinarian practicing in the County. The license fee shall be \$5.00 for any animal which has been neutered or spayed, and \$20.00 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 \$10.00 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 to 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 a person, state law requires that the animal 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. For the term of this agreement the County shall pay to the Humane Society \$4,166.67 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

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, 2001, and continuing thereafter until September 30, 2002, both directly and through licensed veterinarians practicing in the County. All licenses shall be sold in accordance with the ordinances and regulations of the County and at the fees established therein. 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, the Agreement or the ordinances and regulations of the County 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 to 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 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.

D. The Humane Society agrees to accept each and every animal delivered by the County, its officers, agents, or employees and to provide each and every animal with shelter, food, water, and all other humane treatment of the same degree and kind that the Society provides for all other animals coming into its custody and control, except as hereinafter stipulated.

E. The Humane Society agrees to keep its animal shelter open to the public not less than six (6) hours per day on weekdays and not less than three (3) hours on Saturdays for the purpose of giving owners ample opportunity to redeem their impounded animals.

F. The Humane Society shall provide facilities for rabies observation on a continuing basis for at least two (2) dogs and four (4) cats. If requested by the County, animals delivered to the Society for rabies observation shall be isolated for a period of ten (10) days.

#### SECTION 5. PERFORMANCES BY THE COUNTY

The County shall be responsible for all aspects of animal control within the County limits except for the responsibilities assumed by the Humane Society pursuant to this Agreement. The County shall also be responsible for the prompt payment of any 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 3737 CR 272, Leander, 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 vaccinations; and
- (5) Date and number of license issued.

All such records shall be made available to County Health Department and the County Animal Control officer during regular business hours at the Humane Society.

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 its 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 County Commissioners or their representative for settlement of the dispute.

## SECTION 9. FORCE MAJEURE CLAUSE

The parties agree and acknowledge that the County, its officers, agents, and employees 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 County's employees from performing the service contemplated hereunder.

The parties agree and acknowledge that the Humane Society, its officers, agents, employees and volunteers 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 County, which may affect, disrupt, or terminate this agreement and thereby prevent the Humane 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 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. Notwithstanding the foregoing, this Agreement may not be assigned except as agreed upon in writing by both parties.

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 parties shall not constitute a waiver of said rights to be considered as a basis for estoppel. The parties 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.

F. The County shall not be held liable for, and shall be saved and held harmless by the Humane Society from and against any and all claims for damages of every kind, for injury to and death of any persons or animals and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations, performance or negligence of the Humane Society under this Agreement. The Humane Society shall not be held liable for, and shall be saved and held harmless by the County from and against any and all claims for damages of every kind, for injury to and death of any persons or animals and for damage to or loss of property, arising out of or attributed, directly or indirectly, to the operations, performance or negligence of the County under this Agreement.

G. The Humane Society shall purchase and maintain such comprehensive general liability insurance as is deemed necessary by the County. The Humane Society shall provide the County with a Certificate of Insurance evidencing the above, and said Certificate shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the County by certified mail.

H. Either party may terminate this Agreement if the other party fails to cure a material breach which substantially impairs the value of the contract as a whole to the non-breaching party within ten (10) days of the receipt of written notice being given by the non-breaching party.

I. The County may cancel this Agreement for convenience and without cause upon ninety (90) days written notice to the Humane Society.

J. Any notice required or permitted to be given under this Agreement shall be sufficient if written and hand-delivered or sent by registered mail, return receipt requested, as follows:

If to the County:

County Judge, Williamson County, with a copy to the County Attorney, Williamson County

If to the Humane Society:

President  
Williamson County Humane Society  
3737 CR 272  
Leander, Texas 78641

or at any other address that may be given by any party to the other party by notice in writing.

K. The Humane Society, in furnishing services to the County, is providing services as an independent contractor. The Humane Society is not to be construed as an employee, agent or acting as the agent of County in any respect, regardless of any other provisions herein to the contrary.

L. Notwithstanding any provision contained in this Agreement to the contrary, in the event no funds, or insufficient funds, are appropriated and budgeted by the County or are otherwise unavailable in any fiscal period for payments due under this Agreement, the County will notify the Humane Society as soon as practicable of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made, without penalty to the County.

Signed, accepted, and agreed to this 23<sup>rd</sup> day of OCTOBER, 2001, by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities.

WILLIAMSON COUNTY  
HUMANE SOCIETY, INC.

WILLIAMSON COUNTY, TEXAS

By: \_\_\_\_\_  
Doug Cornwell, President

By: John C. Doerfler 10-23-01  
John C Doerfler, County Judge

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Joni Clarke, Secretary

By: Nancy E. Ristar  
Nancy E. Ristar, County Clerk



**AGENDA ITEM 40**

Discuss and take any appropriate action on jail/courthouse annex expansion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve proposal from Baker-Aicklen & Associates for additional professional services related to final plat preparation and plat processing for the jail and courthouse expansion project.

Vote: 5 - 0

< Attachment >



**BAKER-AICKLEN  
& ASSOCIATES, INC.**  
Engineers/Surveyors

October 10, 2001

Proposal #01-7174asa

Fax: (512) 260-4284

Mr. Greg Boatright  
Williamson County  
350 Discovery Blvd.  
Suite 201  
Cedar Park, TX 78613

**RE: Proposal for Additional Professional Surveying Services  
Williamson County, Texas  
Preparation of Final Plat for Jail and Courthouse Expansion**

Dear Mr. Boatright:

Thank you for the opportunity to provide this proposal for surveying services at the above referenced project. Basically Baker-Aicklen & Assoc., Inc. proposes to prepare a final plat for the above referenced project. Below is a specific list of our proposed Scope of Services and Basis of Compensation.

### **SCOPE OF SERVICES**

#### **Final Plat Preparation:**

1. Perform boundary verification survey.
2. Locate property corners across right-of-ways.
2. Perform office computations and analyze findings to establish proper position of property lines and corners in area.
3. Prepare plat document.
4. Verify location and nature of easements per Client supplied title commitment.
5. Respond to review comments (one-time only).
6. Survey lot corners (stake and flag) on a one-time basis.

#### **Plat Processing:**

1. Meet with Client and the City to discuss objectives, special criteria, requirements, particular concerns and schedule prior to beginning work on the project.
2. Coordinate with local officials during review process.
3. Coordinate submissions of tax certificates, letters of credit and Client supplied fees, as appropriate.
4. Coordinate with local officials to secure approval.