

AGENDA ITEM 21

Discuss and consider plat approval of Kittie Hill Acres, Tract 5 and Tract 6.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve amended plat of Kittie Hill Acres, Tract 5 and Tract 6.

Vote: 4 - 0

AGENDA ITEM 22

Consider approving contract for lobbyist for Sheriff's Office.

Judge Doerfler said that the Sheriff has requested the lobbyist to secure grant money to complete the law enforcement firing range project. No one from the Sheriff's Office was present to address the court concerning the proposed contract.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To table this agenda item, pending further information.

Vote: 4 - 0

AGENDA ITEM 23

Consider approving contract with the Humane Society for 2002-2003 fiscal year.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the contract with the Human Society of Williamson County for the 2002/2003 fiscal year.

Vote: 4 - 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, 2002, and shall continue thereafter until September 30, 2003, 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. **2001-2002 and 2002-2003 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 \$50.00 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 (2) 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, 2002, and continuing thereafter until September 30, 2003, 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 29th day of October, 2002, 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:  10-29-02

John C Doerfler, County Judge

ATTEST:

ATTEST:

By: 

Cindy Tudyk, Secretary

By: 

Nancy E. Rister, County Clerk

AGENDA ITEM 24

Consider setting date to receive bids for roofing work at various locations in the county.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To set the date to receive bids for roofing work at various locations in the county for November 21, 2002 at 10:00 a.m. in the Auditor's office.

Vote: **4 - 0**

AGENDA ITEM 25

Consider setting date to receive bids for corrugated polyethylene drainage pipe.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To set the date to receive bids for corrugated polyethylene drainage pipe for November 20, 2002 at 2:00 p.m. in the Auditor's office.

Vote: **5 - 0**

AGENDA ITEM 26

Discuss and take appropriate action on award of re-bid asphalt mixes for fiscal year 2003.

Bids were received from the following:

Cleveland Asphalt Products, Inc., Shepherd, Texas

Vulcan Construction Materials, Inc., San Antonio, Texas

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To award re-bid for asphalt mixes for fiscal year 2003 to Vulcan Materials for limestone rock asphalt (item 1) and limestone rock asphalt trap mix (item 2).

Vote: **4 - 0**

< Attachment >