
**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COMAL COUNTY AND
THE CITY OF BULVERDE FOR ANIMAL CONTROL SERVICES**

This Interlocal Agreement ("Agreement") is entered into between Comal County, Texas, a political subdivision of the State of Texas ("County") and the City of Bulverde, Texas, a Texas home rule municipality ("City").

RECITALS

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the Comal County Sheriff's Office employs animal control officers; and

WHEREAS, the City of Bulverde desires to have the County provide animal control services within the City and further desires to designate the County's designated Local Rabies Control Authority to serve as the City's designated authority, as necessary pursuant to state law.

NOW THEREFORE, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

ARTICLE 1 – SCOPE OF SERVICES

The County shall perform the following animal control services by and through the Comal County Sheriff's Office under the terms and conditions hereinafter stated, and the City hereby accept and agrees to the following terms and conditions:

- 1.1 The County agrees to provide animal control services within the city limits of the City as determined to be appropriate by the Comal County Sheriff's Office including, but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate laws, engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, and the euthanasia of animals as necessary.
- 1.2 Any animals impounded by Comal County Animal Control shall be delivered to the shelter or facility under contract with Comal County. The City is responsible for reimbursing the County for any and all shelter/facility costs and fees, including, but not limited to impoundment fees, daily kenneling fees, vaccination fees, quarantine fees, euthanasia fees, and spay/neuter fees.
- 1.3 Nothing within the terms of this Agreement shall require the County to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

ARTICLE 2 – DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY

The Parties agree that the individual or entity designated by the County to serve as the local rabies control authority will serve as the local rabies control authority for the City, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

ARTICLE 3 – COUNTY ANIMAL REGULATIONS

The parties acknowledge that the Comal County Rabies and Animal Control Order and any lawfully adopted successor orders shall apply within the city limits of the City of Bulverde.

- 3.1 The Comal County Sheriff's Office will enforce the Comal County Rabies and Animal Control Order and any lawfully adopted successor orders within the city limits of the City of Bulverde.
- 3.2 The City agrees that any citations issued for the violation of the Comal County Rabies and Animal Control Order will be filed with the appropriate Comal County Justice of the Peace Court.

ARTICLE 4 – COMPENSATION

- 4.1 The City agrees to pay the total amount of SIXTEEN THOUSAND, THIRTY-SEVEN DOLLARS and No/100 (\$16,037.00) for services rendered under this Agreement from current revenues available to the City. Payment shall be due in equal monthly installments within thirty (30) days of invoice from the County.
- 4.2 Payments submitted under this Agreement shall be made payable to Comal County, Attn: Comal County Auditor, 150 N. Seguin Avenue, Suite 201, New Braunfels, Texas 78130.

ARTICLE 5 – MISCELLANEOUS

- 5.1 **Notice:** Any notice required under the provisions of this Agreement shall be in writing and delivered in person or deposited in the United States Mail, registered or certified, return receipt requested. Any notice shall be deemed received three days after the date of deposit in the United States Mail, unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

COMAL COUNTY:
Comal County Judge
150 N. Seguin Ave.
New Braunfels, Texas 78130

CITY OF BULVERDE:
City Manager
30360 Cougar Bend
Bulverde, Texas 78163

With a copy to:
Comal County Sheriff
3005 West San Antonio Street
New Braunfels, Texas 78130

- 5.2 **Amendment:** This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.
- 5.3 **Binding Agreement:** This Agreement has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement on behalf of each party represents and warrants that they have full right and authority to enter into this Agreement.
- 5.4 **Severability:** In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.
- 5.5 **Immunity:** No provision of this Agreement shall affect or waive any sovereign or governmental immunity available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to either party and/or its elected officials, officers, employees and agents under Federal or Texas law.
- 5.6 **Venue:** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
- 5.7 **Third Party:** The parties to this Agreement do not enter this Agreement to protect any specific third party. The intent of this Agreement excludes the idea of a suit by a third party beneficiary. The parties to this Agreement do not consent to the waiver of sovereign or governmental immunity under Texas law to the extent any party may have immunity under Texas law.
- 5.8 **Joint Venture and Agency:** The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.
- 5.9 **Headings:** The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.
- 5.10 **Term and Termination:** This Agreement shall begin on January 1, 2019, and shall be effective for a term of one (1) year. This Agreement may be terminated for any reason at any time by either party upon thirty (30) days written notice to the other party.
- 5.11 **Entire Agreement:** This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement will be of no force or effect excepting a subsequent written modification executed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

COMAL COUNTY, TEXAS:

CITY OF BULVERDE, TEXAS:

_____, 2019

February 12, 2019

COUNTY JUDGE, SHERMAN KRAUSE

Bill Krewietz
MAYOR, BILL KREWIEZ

ATTEST: COMAL COUNTY CLERK
BOBBIE KOEPP

Naomi Jones
ATTEST: CITY SECRETARY

SHERIFF, MARK REYNOLDS



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