

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
TOM GREEN COUNTY and the CITY OF SAN ANGELO**

Use of a portion of the 4-H Building by the  
Animal Services Division of Health Services,  
City of San Angelo

THIS AGREEMENT is entered into to be effective September 7, 2010 (“Effective Date”) by and between the CITY OF SAN ANGELO, TEXAS, a Texas home-rule municipality (“COSA”) and TOM GREEN COUNTY (“TGC”), a political subdivision of the State of Texas.

**RECITALS**

WHEREAS, COSA is in need of a temporary animal shelter for use of the Animal Services Division of the Health Services Department of the City of San Angelo due to construction work taking place at its current animal shelter facility; and,

WHEREAS, TGC is the owner of that certain real property and structure known as the 4-H Building, located at 3168 Highway 67, San Angelo, Tom Green County, Texas; and,

WHEREAS, TGC and COSA have agreed the 4-H Building is a proper facility for use as a temporary animal shelter; and,

WHEREAS, the 4-H Building is located adjacent to the current municipal animal shelter, convenient for access by the citizens of the City and County; and,

WHEREAS, continuous, uninterrupted operation of the animal shelter by the Animal Services Division is beneficial to the citizens of the City of San Angelo and Tom Green County; and,

WHEREAS, COSA and TGC have determined the annual cost and expense for the use of the facility by COSA and their respective financial responsibilities relating to this Agreement and find that payments to be made by each party hereunder fairly compensate the performing party for the services or functions performed under this Agreement:

NOW THEREFORE, under the authority of the Interlocal Cooperative Act, Texas Government Code, Chapter 791, the parties agree as follows:

1. **Conditions Precedent.** This Agreement is conditioned upon authorization by the governing body of each of the parties hereto.
2. **Term.** This Agreement shall commence September 14, 2010, and terminate on September 26, 2010, subject to extension by mutual agreement of the parties hereto.
3. **Use.** COSA shall use the premises for the sole purpose of the continuous, uninterrupted operation and maintenance of its Animal Services Division of Health Services operation of animal shelter facilities. COSA shall assume full responsibility for operation of the animal shelter, the security and containment of the animals, and any occurrence related to or resulting from housing the animals, and shall be responsible for the costs incurred associated with the operation thereof except as may otherwise be provided for herein.
4. **Premises.** The leased premises shall include the use of the single story, steel frame on slab building located at 3168 Highway 67, San Angelo, Tom Green County, Texas and reasonable access thereto, herein referred to as "Premises".
5. **Payments from Current Revenues.** Each party paying for the performance of any obligation hereunder shall make payment from current revenues available to the paying party.
6. **Utilities.** Water, electricity, and sewer or septic system utilities are included with the use of the Premises.
7. **Telephone.** Telephone service is not provided by TGC.
8. **Trash Disposal.** COSA shall be responsible for disposal of trash generated by operation of the facility as a temporary animal shelter.
9. **Maintenance and Housekeeping.** Except as otherwise provided for herein, the cost of regular maintenance of the premises directly related to its use by COSA as a temporary animal shelter shall be borne by COSA.

10. **Civil Liability, Hold Harmless and Indemnification.**

- 10.1 Any civil liability relating to the furnishing of services and facilities under this Agreement shall be the responsibility of the culpable and negligent party. County shall be responsible for the consequences of its negligence, and City shall be responsible for the consequences of its negligence.
- 10.2 TO THE EXTENT ALLOWED BY LAW, COUNTY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIENS, LIABILITIES, PENALTIES, FINES, LAWSUITS, AND OTHER PROCEEDINGS AND ALL JUDGMENTS, AWARDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSMENTS, COURT COSTS AND DISPUTE RESOLUTION COSTS, RESULTING FROM DEATH OR BODILY INJURY TO ANY PERSON OR DAMAGE OR DESTRUCTION TO A THIRD PARTY OR THIRD PARTIES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT AND/OR OMISSION OF COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOULUNTEERS AND/OR SUBCONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.
- 10.3 TO THE EXTENT ALLOWED BY LAW, CITY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIENS, LIABILITIES, PENALTIES, FINES, LAWSUITS, AND OTHER PROCEEDINGS AND ALL JUDGMENTS, AWARDS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSMENTS, COURT COSTS AND DISPUTE RESOLUTION COSTS, RESULTING FROM DEATH OR BODILY INJURY TO ANY PERSON OR DAMAGE OR DESTRUCTION TO A THIRD PARTY OR THIRD PARTIES TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT AND/OR OMISSION OF CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, VOULUNTEERS AND/OR SUBCONTRACTORS, ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT.

10.4 Nothing contained in this Agreement shall be construed to create a liability or right of indemnification in any third party.

10.5 The terms in Section 12 "Civil Liability, Hold Harmless and Indemnification" shall survive the termination or expiration of this Agreement.

11. **Sovereign Immunity.** Nothing contained herein is intended to waive either party's sovereign immunity or any other statutory or common law limitation of either party's liability.

12. **Amendment.** This Agreement shall not be amended or modified other than in a written Agreement signed and duly executed by both parties.

13. **Controlling Law.** This Agreement shall be deemed to be made under, governed by and construed in accordance with the laws of the State of Texas.

EXECUTED to be effective on the date first hereinabove stated.

**CITY OF SAN ANGELO, TEXAS**

By: \_\_\_\_\_  
Harold Dominguez, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Alicia Ramirez, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Dan T. Saluri, Assistant City Attorney

**TOM GREEN COUNTY**

By: \_\_\_\_\_  
Michael D. Brown, County Judge

STATE OF TEXAS                   §  
                                                 §  
COUNTY OF TOM GREEN       §

This instrument was acknowledged before me on the 14<sup>th</sup> day of September 2010, by Michael D. Brown, Tom Green County Judge, on behalf of Tom Green County.



\_\_\_\_\_  
Elizabeth McGill, County Clerk  
Tom Green County, Texas