

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
THE CITY OF AUSTIN
FOR A KITTEN FOSTERING PROGRAM**

A. PARTIES

This Interlocal Agreement is entered into in accordance with Chapter 791 of the Texas Government Code, between the City of Austin, a home-rule municipal corporation primarily located in Travis County, Texas, and Travis County, Texas, a political subdivision of the State of Texas, as it relates to the Kitten Program.

B. RECITALS

WHEREAS, pets housed in City shelter facilities have an increased probability of successful adoption and safe behavior if they are well socialized and have received basic care and human interaction; and

WHEREAS, individuals incarcerated in County facilities have increased chances of employment upon release if during their detention they have developed transferrable skills; and

WHEREAS, the City's goals of ensuring adoptability and the County's goals of ensuring post-incarceration success are both served by educating the incarcerated to become knowledgeable in pet behavior, socialization, and enrichment through their hands-on care of shelter pets;

WHEREAS, this Agreement between the City and County contributes to the welfare, health, and safety of both City and County residents, and

WHEREAS, the parties have determined that valid public purposes of City and County will be served by their performance in this Agreement.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, City and County agree to the terms and conditions stated in this Agreement for a pilot Kitten Fostering Program.

C. DEFINITIONS

1. In this Agreement,
 - 1.1 City is the City of Austin, Texas
 - 1.2 County is Travis County, Texas
 - 1.3 Resident Caretakers are inmates identified as participants in this Program

- 1.4 Program is the Kitten Fostering Program, a basic pet enrichment and socialization program established by this Interlocal Agreement. City and County may allow Resident Caretakers to identify an informal name or acronym for the Program, however for purposes of branding and marketing, City and County retain ownership of the official name of the program.
- 1.5 Program Pets are the shelter felines identified as eligible to participate in this Program.

D. PARTIES' RESPONSIBILITIES

1. Mutual Obligations.

- 1.1 Identify a Primary Contact at the City and at the County for purposes of Program management.
- 1.2 Primary Contacts will develop a mutually agreed schedule for the pilot Program's first year. This first year will include four 3-month quarters. Each quarter will include two weeks for identification of one Program location, to include approved Resident Caretakers, with Program Pets; two months for Program implementation; and two weeks for post-Program assessment.
- 1.3 Primary Contacts may develop a mutually agreed schedule for the Program's second and third year. The second and third year will include four 3-month quarters. Each quarter will include two weeks for identification of two Program locations, three Resident Caretakers at each location, and a litter of Program Pets for each location; two months for Program implementation; and two weeks for post-Program assessment.

2. County Obligations. County agrees to:

- 2.1 Identify a Program location, subject to City approval, at which Resident Caretakers can co-locate with and care for Program Pets;
- 2.2 Establish a screening process, subject to City approval, by which Resident Caretakers are selected as appropriate candidates for this Program. Because Resident Caretakers may be released in the middle of the program, a buddy system assigning two Resident Caretakers to each Program Pet will be established to ensure continuity of the training. This screening process will be conducted each time.
- 2.3 Ensure that Resident Caretakers treat Program Pets humanely and appropriately while in their care;
- 2.4 Ensure Program Pets are under supervision at all times and cared for per City guidelines (Attachment A);
- 2.5 Immediately notify the City if any Program Pet becomes sick, injured, lost, stolen, loose, deceased, or exhibits any remarkable change in behavior; and

2.6 Meet regularly with the City Primary Contact regarding Program concerns, issues, or suggestions.

3. City Obligations. City agrees to:

3.1 Provide a litter of Kittens with their mother that are vaccinated, flea and tick treated and micro-chipped for each Program quarter, which are appropriate candidates in terms of health and behavior. The City will not provide any mother cats that are not socialized. Program Pets will consist of one adult mother cat and the number of kittens in her litter.

3.2 Provide Program Pets with food, medical treatment, and basic animal care items, including kitty litter, cleaning supplies, tags, leash, crate, brush, toys, waste bags, and treats;

3.3 Provide City staff to:

3.3.1 Transport Program Pets to and from County Facilities for Program purposes;

3.3.2 Administer a one day training curriculum to educate Resident Caretakers in the basics of feline behavior, socialization, and health care, for purposes of preparing Resident Caretakers to progress on to more advanced pet training programs;

3.3.3 Conduct weekly feline health assessments;

3.3.4 Transport Program Pets back to City Facilities when the kittens reach between 8 to 10 weeks of age so that they will be ready for adoption;

3.4 Administer an evaluation to include Animal Services personnel at the end of each quarter of the Program;

3.5 Meet regularly with the County Primary Contact regarding Program concerns, issues, or suggestions.

E. TERM

1. Length of Term. This Agreement is effective on the date on which the last party signs it. The Agreement is for a one year term, with the option to continue the program for two additional one-year periods.

2. Termination. County or City may by written notice to the other party, terminate this Agreement (i) as expressly permitted by other provisions of this Agreement or (ii) if either party breaches any representation, warranty, or covenant of this Agreement and does not cure the breach within 30 days after written demand by the complaining party.

3. Either party may terminate this Agreement at any time by giving the other party written notice of its intent to terminate at least 30 days prior to the effective date of the termination. Upon termination of this Agreement, neither party has any obligations to the other party.

F. GENERAL PROVISIONS

1. Notices. Any notice required or permitted by this Agreement is sufficient for all purposes if delivered in writing via postal service, hand delivery or by fax to the applicable party at its address below or at any other address designated by such party in writing.

City: Elaine Hart (or her successor)
Interim City Manager
301 West 2nd Street
Austin, Texas 78701

and: Lee Ann Shenefiel
Interim Chief Animal Services Officer
7201 Levander Loop Building A
Austin, Texas 78702

County: Sally Hernandez (or her successor)
Travis County Sheriff
Ruiz Building
5555 Airport Boulevard
Austin, Texas 78751

and: Heather Stan
Programs Coordinator
3614 Bill Price Road
Del Valle, Texas 78617

2. Relationship of Parties. County's relationship to City is that of independent contractor, and County has only the duties expressly set forth in this Agreement.
3. No Third-Party Beneficiaries. Nothing in this Agreement is intended to benefit or give any rights to any person other than the parties.
4. Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this agreement are performable in Travis County, Texas.
5. Force Majeure. Each party shall be relieved of any obligation to the extent that its ability to perform that obligation is prevented or impaired by any cause generally recognized under Texas law as constituting impossible conditions.

6. Entire Agreement; Full Satisfaction of Obligations. This Agreement, including Attachment A, represents the full and final agreement between the parties and supersedes all prior written and verbal communications, understandings and/or agreements.
7. No Waiver. The parties shall not construe any course of conduct, verbal waiver, or consent as a waiver of any rights of the other party.
8. Amendments. No amendment to this Agreement shall be binding on the parties unless set forth in writing and signed by the party sought to be bound. Each party is on notice as to the legal requirements relating to authorizing waivers or amendments by the other party.
9. Liability for Harm. County shall not be liable to City for any claims, damages, or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials, employees, or Program Pets. City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees. For any claims, damages, and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages, and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.
10. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, each party shall choose a mediator within ten business days of the date they agree to mediate. If City and County choose different mediators, then the two chosen by City and County shall together choose a third person who will be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, §154.073, unless both parties agree, in writing, to waive the confidentiality.
11. Legal Authority. Each party represents to the other that it is duly authorized to enter into and perform this Agreement in accordance with its terms.

12. Effective Date. Following approval by the Travis County Commissioners Court and the City of Austin City Council, this Agreement is effective on the last date signed below.

TRAVIS COUNTY, TEXAS

By: _____
Sarah Eckhardt, County Judge

Date: _____

By: _____
Sally Hernandez, Sheriff

Date: _____

CITY OF AUSTIN

By: _____
Elaine Hart, Interim City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Jennifer Kraber, Assistant County Attorney

Date: _____

By: _____
Leela Fireside, Assistant City Attorney

Date: _____

Attachment A

Kitten Daily Care List

Feeding:

- Mother cats will have access to food all day, with food refilled in the morning and evening. Gruel, a mixture of wet and dry food, will be provided for kittens 2 times per day. Only the amount instructed by Austin Animal Center (ACC) is to be given. Fresh water must be available at all times.
- Only food supplied from ACC is to be given to the cat and kittens.
- The kittens will be fed in their kennels and given at least 15 minutes to eat. The assigned Resident Caretaker must remain with the kitten while the kitten eats, pick up the paper plate and dispose of remaining food.

Daily Exercise and Enrichment:

- Kittens will need to be with their mother at the beginning of the program.
- ACC volunteers will determine when it is okay to start socializing the kittens
- Once big enough for interaction, socialization will be at least 3-4 times per day.
- More is better but up to the kitten and a AAC volunteer will teach the participants on how to determine

Housing:

- Cat and kittens must be crated whenever all residents leave the housing unit.
- Cat and kittens must be crated at night when residents are retired to the bunks for the evening.
- Cat and kittens are allowed to be outside their crate with the residents when residents are in the housing unit.

Cleaning:

- Resident Caretakers will clean kittens on as needed basis. Kittens come and go in the litterbox and step in poop or pee. They will need to be wiped and cleaned every time this happens.

Vaccinations:

- Kittens will arrive pre-vaccinated, but will need boosters every 4 weeks until 4 months old. Mama cat will need 1 booster shot.
- AAC will schedule a vaccination day in which they will pick up the kitties/cat from the unit and take them for their shots outside of Travis County Correctional Complex. ACC will then return the kittens after they have received the appropriate shots.