

September 27, 2016
Bayou Animal Services
Corporation
Annual Meeting
7:00 p.m.



Julie Masters, Mayor
Charles Suderman
Bruce Henderson
Walter Wilson

AGENDA
City of Dickinson
**BAYOU ANIMAL SERVICES
CORPORATION
ANNUAL MEETING**

Wally Deats, Mayor Pro Tem
Louis Decker
William H. King III
Julie M. Robinson, City
Administrator

September 27, 2016

NOTICE is hereby given of the **ANNUAL MEETING** of the Bayou Animal Services Corporation of the City of Dickinson, County of Galveston, State of Texas, to be held on **TUESDAY, September 27, 2016, at 7:00 p.m.** at: 4403 Highway 3, Dickinson, Texas 77539 for the purpose of considering the following numbered items. The Bayou Animal Services Corporation of the City of Dickinson, Texas, reserves the right to meet in a closed session on any of the below items should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

- ITEM 1.) CALL TO ORDER AND CERTIFICATION OF A QUORUM:**
- ITEM 2.) PUBLIC COMMENTS:** At this time, any person with city-related business may speak to the Board. In compliance with the Texas Open Meetings Act, The Board may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**
- ITEM 3.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of Bylaws For Bayou Animal Services Corporation.
- ITEM 4.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Election Of Officers.
- A. President
B. Vice President
- ITEM 5.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of Fiscal Year 2015-2016 Budget.
- ITEM 6.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of Proposed Fiscal Year 2016-2017 Budget.
- ITEM 7.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Dickinson And Bayou Animal Services Corporation.
- ITEM 8.) CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Clear Lake Shores And Bayou Animal Services Corporation.

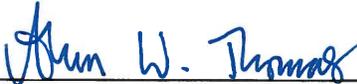
ITEM 9.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval Of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Santa Fe And Bayou Animal Services Corporation.

ITEM 10.) CONSIDERATION AND POSSIBLE ACTION CONCERNING: Designating Capital One Bank, NA As The Primary Depository Bank For Bayou Animal Services Corporation.

ITEM 11.) ADJOURN

CERTIFICATION

This is to certify that a copy of the Notice of the Bayou Animal Services Corporation Annual Meeting for **TUESDAY, September 27, 2016**, was posted on the bulletin board at City Hall, 4403 Highway 3, Dickinson, Texas, on this the 22nd day of September, 2016, prior to 6:00 p.m.


Alun W. Thomas, City Secretary



In compliance with the Americans with Disabilities Act, the City of Dickinson will provide reasonable accommodations for disabled persons attending City of Dickinson Meetings. Requests should be received at least 24 hours prior to the scheduled meeting, by contacting the City Secretary's office at 281-337-6217, or by FAX at 281-337-6190.

City of Dickinson

**BAYOU ANIMAL SERVICES
CORPORATION**

ANNUAL MEETING

CALL TO ORDER:

**CITY OF DICKINSON, TEXAS
BAYOU ANIMAL SERVICES CORPORATION MEETING**

ATTENDANCE LIST

**MEETING DATE: September 27, 2016
Annual Meeting**

<u>MAYOR/COUNCIL</u>	<u>PRESENT</u>	<u>ABSENT</u>
MAYOR JULIE MASTERS	_____	_____
POS. 1: COUNCILMAN CHARLES SUDERMAN	_____	_____
POS. 2: COUNCILMAN BRUCE HENDERSON	_____	_____
POS. 3: COUNCILMAN WALTER WILSON	_____	_____
POS. 4: COUNCILMAN WALLY DEATS	_____	_____
POS. 5: COUNCILMAN LOUIS DECKER	_____	_____
POS. 6: COUNCILMAN WILLIAM KING	_____	_____

MAKE NOTE ON RECORDING: THE FOLLOWING ALSO ARE IN ATTENDANCE:

CITY ATTORNEY, David Olson	_____	_____
CITY ADMINISTRATOR, Julie M. Robinson	_____	_____
CITY SECRETARY, Alun W. Thomas	_____	_____
ADMINISTRATIVE SRVCS MGR, Stephanie Russell	_____	_____
_____	_____	_____

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

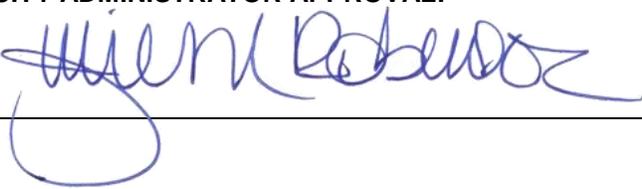
TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval Of Bylaws For Bayou Animal Services Corporation.
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BACKGROUND:	<p>As a new Corporation, the Board must adopt Bylaws for Bayou Animal Services Corporation ("BAS"). The Bylaws provide for</p> <ul style="list-style-type: none"> • Representation on the Board for all three Cities • The election of a President and Vice President on an annual basis • The City Secretary to serve as the Secretary for the Corporation • The Chief Financial Officer to serve as the Treasurer for the Corporation • An annual meeting of the Board in April of each year
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RECOMMENDATION:	Staff recommends approval of the Bylaws.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Bylaws for Bayou Animal Services Corporation
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Stephanie Russell, Chief Financial Officer	

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

**BYLAWS
OF
BAYOU ANIMAL SERVICES CORPORATION**

These Bylaws govern the affairs of Bayou Animal Services Corporation (the "Corporation"), a nonprofit local government corporation created pursuant to the authority granted by Subchapter D of Chapter 431 of the Texas Transportation Code and governed under the Texas Non-profit Corporation Act (the "Act"), to the extent the provisions therein do not conflict with Chapter 431 of the Texas Transportation Code, and other applicable laws.

**ARTICLE I
PURPOSE**

Public Purpose

1.01. The Corporation is incorporated as a nonprofit local government corporation for the purposes set forth in the Certificate of Formation, specifically to provide the residents and businesses of the Original Municipalities with animal control, sheltering services, and any and all other related functions associated therewith in accordance with its public health and welfare responsibilities, and including those lawfully permitted by the Section 501(c)(3) of the Internal Revenue Code, as amended.

The Corporation is a nonprofit corporation as defined by the Internal Revenue Code of 1986, as amended, and the applicable rulings of the Internal Revenue Service of the United States prescribed and promulgated thereunder.

Powers

1.02. In the fulfillment of its purpose, the Corporation shall be governed by the Subchapter D of Chapter 431 of the Texas Transportation Code, and shall have all of the powers set forth and conferred in its Certificate of Formation, in the Act, and in other applicable law, subject to the limitations prescribed herein.

**ARTICLE II
OFFICES**

Principal Office

2.01. The Corporation's principal office in Texas is located at Dickinson City Hall, 4403 Highway 3, Dickinson, Texas 77539.

Registered Office and Agent

2.02. The Corporation shall maintain a registered office and registered agent in Texas. The registered office may, but need not, be identical with the Corporation's principal office in Texas. The Board of Directors may change the registered office and the registered agent as permitted by law.

**ARTICLE III
BOARD OF DIRECTORS**

Management of the Corporation

3.01. The affairs of the Corporation shall be managed by the Board of Directors.

Number, Qualifications and Service of Directors

3.02. The business of the Corporation and all corporate powers shall be executed by or under authority of the Board of Directors (the "Board") subject to the limitations imposed by the Texas Nonprofit Corporation Act, the Certificate of Formation, these Bylaws, or other applicable law. The Board may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and employees of the Corporation to transact the general business or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business requiring such authorization. The Board of Directors shall consist of seven members, positions determined by pro rata distribution among the City of Dickinson, Texas; the City of Clear Lake Shores, Texas; and the City of Santa Fe, Texas. The pro rata distribution according to the population of each the Board is set forth as follows: the City of Dickinson, Texas: Four (4) members on the Board of Directors; the City of Santa Fe, Texas: Two (2) members on the Board of Directors; the City of Clear Lake Shores, Texas: One (1) member on the Board of Directors.

Each Board member must reside in the municipality it represents as an elected or appointed official.

The term of each Board member shall run concurrent with the respective terms of each member of the municipality it serves as of the date of October 1. Thereafter, the term of the additional member of the Board of Directors shall run concurrent with the term of the Mayor of the City of Dickinson, Texas.

Annual Meeting

3.03. The annual meeting of the Board of Directors shall be held during the month of April of each year. The Board shall designate the time and location of the annual meeting which shall be held in the principal offices of the corporation or at such other location as the Board may designate.

Regular Meetings

3.04. The Board of Directors may provide for regular meetings by resolution stating the time and place of such meetings. The meeting shall be held within the City of Dickinson, Texas, and, to the extent practical, at the principal offices of the Corporation or at such other location as the Board may designate.

Special Meetings

3.05. Special meetings of the Board of Directors may be called at the request of the president or any two Directors. The person(s) calling the meeting shall fix the time and location of the meeting, which meeting shall be conducted within the City of Dickinson Texas, as provided above for regular meetings. The person(s) calling a special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a

meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each Director not less than seventy two (72) hours before the time of the meeting. A meeting notice shall be deemed delivered to any Director when delivered to the Director in person or deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the Corporation. Such additional notice may be waived in writing by a Director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Notice of Meetings; Open Meetings

3.06. Meetings of the Board of Directors are subject to the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Quorum

3.07. Four (4) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The presence of a Director may not be established by proxy. No business shall be conducted, nor shall any action be taken by the Board, in the absence of a quorum.

Duties of Directors

3.08. Directors shall exercise ordinary business judgment in managing the affairs of the Corporation. In acting in their official capacity as Directors of the Corporation, Directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation or which would be lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful. A Director shall not be liable if, in the exercise of ordinary care, the Director acts in good faith relying on written financial and legal statements provided by an accountant or attorney retained by the Corporation.

Actions of Board of Directors: Proxy Voting Prohibited

3.09. The vote of a majority of Directors present at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors. The president shall be entitled to vote on all matters before the Board. A director may not vote by proxy.

Minutes

3.10. The Board of Directors will keep minutes of its meetings, which minutes will constitute the record of such meetings.

Committees of Directors

3.11. The Board of Directors may by resolution establish one or more special or standing committees of its members. Such committees shall have the powers, duties and responsibilities established by the Board. The committees shall keep regular minutes of their meetings and report the same to the Board when required. The action of such a committee shall not constitute action by the Board.

Compensation

3.12. The duly appointed members of the Board shall serve without compensation, but may be reimbursed for actual or commensurate cost of travel, lodging and incidental expenses while on official business of the Board in accordance with State law and the rules of the Board.

ARTICLE IV OFFICERS

Officer Positions

4.01. The officers of the Corporation shall be a president, a vice president, a secretary, and a treasurer. The City Secretary of the City of Dickinson shall serve as the Secretary of the Corporation, and the Chief Financial Officer of the City of Dickinson shall serve as the Treasurer of the Corporation. The Board of Directors may create additional officer positions, define the authorities and duties of such additional positions and appoint persons to fill such positions. No person may hold more than one such office.

Election and Terms of Officers

4.02. The President and Vice President of the Corporation shall be elected annually by the Board of the Directors at the regular annual meeting.

Removal of Officers

4.03. Any officer may be removed by the Board of Directors at any time, with or without cause. The removal of an officer by the Board does not result in the removal of such person as a Director of the Corporation.

Vacancies

4.04. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the officer's term.

President

4.05. The president shall be the chief executive officer of the Corporation. The president shall supervise and control all of the business and affairs of the Corporation. The president shall preside at all meetings of Board of Directors. When the execution of any contract or installment shall have been authorized by the Board, then the president shall execute same except where such power is expressly delegated to another officer of the Corporation. The president shall perform other duties prescribed by the Board and all duties incident to the office of president.

Vice President

4.06. When the president is absent, is unable to act, or refuses to act, the vice president shall perform the duties of the president. When acting in place of the president, the vice president shall have all the powers and duties as the president and be subject to all of the limitations and restrictions placed upon the president.

Secretary

4.07. The secretary shall oversee that the Corporation staff perform the following duties:

- (a) Give all notices as provided in the Bylaws or as required by law.
- (b) Take minutes of the meetings of the Board of Directors and keep the minutes as part of the corporate records.
- (c) Maintain custody of the corporate records, authenticate corporate documents and affix the seal of the Corporation as required.
- (d) Keep a register of the mailing address of each Director and officer of the Corporation.
- (e) Perform duties as assigned by the president or Board of Directors. (f) Perform all duties incident to the office of secretary.

Treasurer

4.08. The treasurer shall oversee that the Corporation staff perform the following duties:

- (a) Have charge and custody of and be responsible for all funds and securities of the Corporation.
- (b) Receive and give receipts for moneys due and payable to the Corporation from any source.
- (c) Deposit all moneys in the name of the Corporation in banks, trust companies, or other depositories as provided by these Bylaws.
- (d) Write checks and disburse funds to discharge obligations of the Corporation.
- (e) Maintain the financial books and records of the corporation.
- (f) Prepare financial reports at least annually.
- (g) Perform other duties as assigned by the Board of Directors.
- (h) Perform all duties incident to the office of treasurer.

Assistant Officers

4.09. Assistant officers may be created to assist the Board of Directors in the conduct of the affairs of the Corporation. Such assistant officers may be created as needed by the Board of Directors.

**ARTICLE V
TRANSACTIONS OF THE CORPORATION**

Contracts

5.01. The Board of Directors may by formal action or resolution authorize an officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of or on behalf of the Corporation, subject to the limitations imposed by the current City Council of the local government that created the corporation. The Corporation may contract with the City, another local government unit, or political subdivision of this state in the manner and to the same extent as any other corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of contracts and instruments.

Depository

5.02. The Board of Directors of the Corporation shall designate a depository bank. All funds of the Corporation shall be deposited with the depository bank.

Each Director shall comply with all state laws and regulations regarding filing of disclosures of substantial interest in a business entity or real property, which is the subject of deliberation by the Board, and the Director shall file an affidavit with the secretary of the corporation stating the nature and extent of the interest. Such affidavit shall be filed prior to any vote of decision upon the matter by the Board, and the interested Director shall abstain from any vote or decision upon the matter.

Staff Support

5.03. The Corporation may contract with the City to provide legal, financial and other services for the Corporation upon terms, conditions and compensation as mutually agreeable.

Gifts

5.04. The Board of Directors or its designees may accept on behalf of the Corporation any donation, gift, bequest of public benefit provided for the general or special purposes of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

Prohibited Acts

5.05. As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

- (a) Do any act in violation of the Bylaws or bidding obligations of the Corporation.
- (b) Do any act with the intention of harming the Corporation or any of its operations.
- (c) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation.

- (d) Receive an improper personal or business benefit from the operation of the Corporation or failing to file any conflict of interest disclosure forms pursuant as required by state or other applicable law.
- (e) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation for governmental purposes.
- (f) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill.
- (g) Use the name of the Corporation (or any substantially similar) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business.
- (h) Commit Corporation funds without the prior approval of the Board of Directors.

ARTICLE VI BOOKS AND RECORDS

Required Books and Records

6.01. The Corporation shall cause to be kept correct and complete books and records of account. All books and records of the Corporation may be inspected by Directors of the Corporation at any reasonable time. The Corporation's books and records shall include:

- (a) A file endorsed copy of all documents filed with the Texas Secretary of State relating to the Corporation, including, but not limited to, the certificate of formation, any articles of amendment, restated articles, any documents reflecting City Council's approval or denial of such restatements and amendments, related documents, and statement of change of registered office or agent.
- (b) A copy of the Bylaws, and any amended versions or amendments to the Bylaws.
- (c) Minutes of the proceedings of the Board of Directors.
- (d) A list of names and addresses of the Directors and officers of the Corporation.
- (e) A financial statement showing the assets, liabilities, and net worth of the Corporation.
- (f) A financial statement showing the income and expenses of the Corporation.
- (g) All rulings, letters, and other documents relating to the Corporation's federal, state and local tax status.
- (h) The Corporation's federal, state and local information or income tax returns for each of the Corporation's tax years.

Public Information

6.02. The Board of Directors is subject to the Texas Public Information Act, Chapter 552, Government Code.

Audits

6.03. The Board of Directors shall provide for an independent annual audit of the Corporation's books; provided, further, that an annual audit by the City Council of the Corporation's books and records in conjunction with the annual audit of the City's books and records shall be sufficient.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of October and end on the last day of September.

ARTICLE VIII AMENDMENTS TO BYLAWS

The Bylaws adopted by the Board must be approved by the City Council of Dickinson, Texas, including any amendments, alterations, or repeal thereof, and evidenced by a resolution of the City Council with the Bylaws attached.

ARTICLE IX MISCELLANEOUS PROVISIONS

Legal Authorities Governing Construction of Bylaws

9.01. To the greatest extent possible, these Bylaws shall be construed to conform to all legal requirements for obtaining and maintaining all tax exemptions that may be available to nonprofit corporations. Further, the Bylaws shall be constructed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. It is expressly provided that the provisions of Chapter 431 of the Texas Transportation Code, the Texas Non-Profit Corporation Act, , and the Texas Local Government Code, are incorporated within these Bylaws by reference. In the event of any conflict between the applicable provisions of the Texas Non-Profit Corporation Act or Chapter 431 of the Texas Transportation Code, and these Bylaws, then the applicable provisions of such Act shall control.

Legal Construction

9.02. If any Bylaw provision is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Headings

9.03. The headings used in the Bylaws are used for convenience and shall not be considered in constructing the terms of the Bylaws.

Seal

9.04. The Board of Directors may provide for a corporate seal. Such seal would contain the words "Bayou Animal Services Corporation."

Parties Bound

9.05. The Bylaws shall be binding upon and inure to the benefit of the Directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns except as otherwise provided in the Bylaws.

Effective Date

9.06. These Bylaws, and any subsequent amendments, hereto, shall be effective of and from the date upon which approval has been given both by the Board of Directors and the City Council of the City of Dickinson Texas.

Miscellaneous Provisions

9.07. The Corporation shall indemnify any Director or officer or former Director or officer of the Corporation for the expenses and costs, including attorney fees, actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of negligence or misconduct in respect of the matter in which indemnity is sought.

Corporation May Provide Insurance

9.08. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person being or having been a director, officer, employee or agent of the Corporation. The premiums for such insurance shall be paid for by the Corporation.

Dissolution of the Corporation

9.09. The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the City of Dickinson.

Signed this day of _____, 2016.

SECRETARY OF THE CORPORATION

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

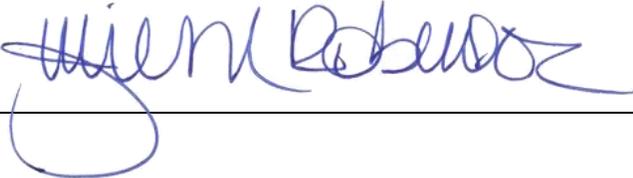
TOPIC: **CONSIDERATION AND POSSIBLE ACTION CONCERNING:**
Election of Officers For Bayou Animal Services Corporation.

BACKGROUND: In the previous agenda item, the Board approved Bylaws for Bayou Animal Services Corporation. With the approval of the Bylaws, the Board must elect officers. The Bylaws provide that the Corporation will have a President, Vice President, Secretary and Treasurer; however, the Bylaws designate the City Secretary as the Secretary of the Corporation and the City's Chief Financial Officer as the Treasurer of the Corporation. Consequently, the Board only needs to elect a President and Vice President.

RECOMMENDATION: No recommendation

ATTACHMENTS: • None

FUNDING ISSUES: Not applicable – no dollars are being spent or received.
 Full amount already budgeted in Acct/Project# _____
 Not budgeted

<p>SUBMITTING STAFF MEMBER:</p> <p>Stephanie Russell, Chief Financial Officer</p>	<p>CITY ADMINISTRATOR APPROVAL:</p> 
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ACTIONS TAKEN		
<p align="center">APPROVAL</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p align="center">READINGS PASSED</p> <p><input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd</p>	<p align="center">OTHER</p>

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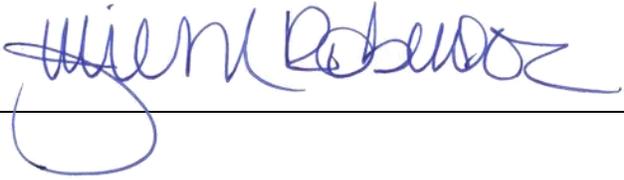
TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Fiscal Year 2015-2016 Budget
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BACKGROUND:	<p>The proposed Fiscal Year 2015-2016 Budget for Bayou Animal Services includes the following:</p> <p><u>Revenue</u></p> <ul style="list-style-type: none"> ▪ Donations, adoptions, impoundments fees, credit card convenience fees and pet registration fees are based on actuals to date. ▪ The major revenue source for the corporation is the contribution from each of the participating cities: Dickinson, Clear Lake Shores, and Santa Fe. This revenue is the balance of excess revenues over expenditures split proportionally by each City's population. <p><u>Expenditures</u></p> <ul style="list-style-type: none"> ▪ Personnel Services includes reimbursement to the City for the one full-time position (Salary & Benefits) and retained contract labor (Contract Services). Starting in FY 2016-2017, all staffing will be moved in-house. ▪ Operations are based on actuals to date and end of year projections. ▪ The majority of expenditures under Building & Property Maintenance were reduced from the monthly rent payments under Building Lease.
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RECOMMENDATION:	Staff recommends approval of Fiscal Year 2015-2016 Budget
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ATTACHMENTS:	<ul style="list-style-type: none"> • Proposed Budget for Fiscal Year 2015-2016
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Stephanie Russell, Chief Financial Officer	

ACTIONS TAKEN		
APPROVAL	READINGS PASSED	OTHER
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	

BAYOU ANIMAL SERVICES CORPORATION: FUND 42
FY 2015-2016 PROPOSED BUDGET

Account Name	FY 14-15 Actual	FY 15-16 Projection	FY 14-15 Original Budget	FY 15-16 Original Budget	Increase/ (Decrease)
REVENUE					
Fees & Donations					
Donations	-	5,000	-	5,000	5,000
Credit Card Conv. Fees	-	110	-	110	110
Adoption Fees	-	12,000	-	12,000	12,000
Impoundment Fees	-	4,000	-	4,000	4,000
Code Compliance Fees	-	500	-	500	500
Pet Registration Fees	-	300	-	300	300
Subtotal Fees & Donations	-	21,910	-	21,910	21,910
Transfer from Other Funds	-	30,000	-	30,000	30,000
Interlocal Contributions					
Clear Lake Shores	-	6,714	-	6,714	6,714
Santa Fe	-	74,876	-	74,876	74,876
Dickinson	-	117,135	-	117,135	117,135
Subtotal Interlocal	-	198,725	-	198,725	198,725
TOTAL REVENUE	-	250,635	-	250,635	250,635
EXPENDITURES					
Personnel Services					
Salary & Benefits	-	36,825	-	36,825	36,825
Contract Services	-	124,500	-	124,500	124,500
Subtotal Salary & Benefits	-	161,325	-	161,325	161,325
Operations					
Fuel	-	3,900	-	3,900	3,900
Janitorial Supplies	-	1,000	-	1,000	1,000
Office Supplies	-	3,500	-	3,500	3,500
Operational Supplies	-	7,500	-	7,500	7,500
Uniforms & Apparel	-	1,000	-	1,000	1,000
Building & Property Maintenance	-	21,300	-	21,300	21,300
Vehicle Maintenance	-	4,000	-	4,000	4,000
Travel & Training	-	100	-	100	100
Dues/Subscriptions/Books	-	300	-	300	300
Comm.-Pagers/Phones	-	2,740	-	2,740	2,740
Utilities	-	11,230	-	11,230	11,230
Animal Food	-	500	-	500	500
Veterinarian Services	-	5,500	-	5,500	5,500
Building Lease	-	23,140	-	23,140	23,140
Computer Equipment & Software	-	400	-	400	400
Furniture & Equipment	-	3,200	-	3,200	3,200
Subtotal Operations	-	89,310	-	89,310	89,310
TOTAL EXPENDITURES	-	250,635	-	250,635	250,635
REVENUE-EXPENDITURES	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-
ENDING FUND BALANCE	-	-	-	-	-

**Bayou Animal Services Corporation
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MEETING DATE: September 27, 2016

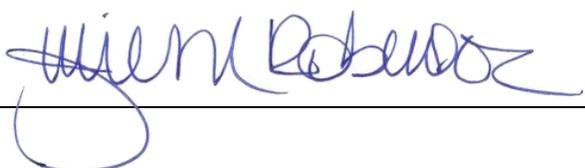
TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Proposed Fiscal Year 2016-2017 Budget
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BACKGROUND:	<p>The proposed Fiscal Year 2016-2017 Budget for Bayou Animal Services Corporation includes the following:</p> <p><u>Revenue</u></p> <ul style="list-style-type: none"> ▪ Donations, adoptions, impoundments fees, credit card convenience fees and pet registration fees are based on actuals to date. ▪ The major revenue source for the corporation is the contribution from each of the participating cities: Dickinson, Clear Lake Shores, and Santa Fe. This revenue is the balance of excess revenues over expenditures split proportionally by each City's population. <p><u>Expenditures</u></p> <ul style="list-style-type: none"> ▪ Personnel Services includes moving all contract staff to in-house. ▪ Operations are based on FY 2015-2016 actuals to date and end of year projections. ▪ The majority of expenditures under Building & Property Maintenance have been reduced and the Building Lease has been eliminated due to the ending of the rental agreement.
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RECOMMENDATION:	Staff recommends approval of Fiscal Year 2016-2017 Budget
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ATTACHMENTS:	<ul style="list-style-type: none"> • Proposed Budget for Fiscal Year 2016-2017
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Stephanie Russell, Chief Financial Officer	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

BAYOU ANIMAL SERVICES CORPORATION: FUND 42
FY 2016-2017 PROPOSED BUDGET

Account Name	FY 14-15 Actual	FY 15-16 Projection	FY 15-16 Original Budget	FY 16-17 Budget	Increase/ (Decrease)
REVENUE					
Fees & Donations					
Donations	-	5,000	-	3,500	3,500
Credit Card Conv. Fees	-	110	-	120	120
Adoption Fees	-	12,000	-	12,000	12,000
Impoundment Fees	-	4,000	-	6,000	6,000
Code Compliance Fees	-	500	-	480	480
Pet Registration Fees	-	300	-	360	360
Subtotal Fees & Donations	-	21,910	-	22,460	22,460
Transfer from Other Funds	-	30,000	-	-	-
Interlocal Contributions					
Clear Lake Shores	-	6,261	-	7,358	7,358
Santa Fe	-	74,393	-	82,062	82,062
Dickinson	-	117,803	-	128,378	128,378
Subtotal Interlocal	-	198,457	-	217,798	217,798
TOTAL REVENUE	-	250,367	-	240,258	240,258
EXPENDITURES					
Personnel Services					
Salary & Benefits	-	36,557	-	197,033	197,033
Contract Services	-	124,500	-	-	-
Subtotal Salary & Benefits	-	161,057	-	197,033	197,033
Operations					
Fuel	-	3,900	-	5,000	5,000
Janitorial Supplies	-	1,000	-	1,500	1,500
Office Supplies	-	3,500	-	3,000	3,000
Operational Supplies	-	7,500	-	6,500	6,500
Uniforms & Apparel	-	1,000	-	900	900
Building & Property Maintenance	-	21,300	-	2,000	2,000
Vehicle Maintenance	-	4,000	-	2,500	2,500
Travel & Training	-	100	-	200	200
Dues/Subscriptions/Books	-	300	-	360	360
Comm.-Pagers/Phones	-	2,740	-	3,275	3,275
Utilities	-	11,230	-	8,050	8,050
Animal Food	-	500	-	1,360	1,360
Veterinarian Services	-	5,500	-	7,200	7,200
Building Lease	-	23,140	-	-	-
Computer Equipment & Software	-	400	-	380	380
Furniture & Equipment	-	3,200	-	1,000	1,000
Subtotal Operations	-	89,310	-	43,225	43,225
TOTAL EXPENDITURES	-	250,367	-	240,258	240,258
REVENUE-EXPENDITURES	-	-	-	-	-
Beginning Fund Balance	-	-	-	-	-
ENDING FUND BALANCE	-	-	-	-	-

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Dickinson and Bayou Animal Services Corporation.
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BACKGROUND:	<p>In February 2016, the Dickinson City Council created Bayou Animal Services Corporation to enable the collective effort of the provision of animal control and sheltering services between the Cities of Dickinson, Clear Lake Shores and Santa Fe.</p> <p>This Interlocal Agreement formally transfers such services and related facilities from the City of Dickinson to the Corporation. The purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of Dickinson.</p>
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RECOMMENDATION:	Staff recommends approval of the Agreement.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Interlocal Agreement for Animal Control and Sheltering Services Between City of Dickinson and Bayou Animal Services Corporation
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER: Stephanie Russell, Chief Financial Officer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

**INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL AND SHELTERING SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code on this 27th day of September, 2016, between the City of Dickinson (“Dickinson”), a Texas home rule municipality, and the Bayou Animal Services Corporation (“Corporation”), a nonprofit local government corporation organized and created by Dickinson pursuant to Chapter 431 of the Texas Transportation Code under Chapter 22 of the Texas Business Corporations Code (“The Nonprofit Corporation Act”), acting herein with the approval and at the direction of their respective governing bodies.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

RECITALS:

WHEREAS, Dickinson desires to provide its residents and businesses with full-time animal control and sheltering services in accordance with their public health and welfare responsibilities; and

WHEREAS, animal control and sheltering services for Dickinson is currently provided and administrated by a collective effort by the Cities of Dickinson, Clear Lake Shores and Santa Fe; and

WHEREAS, Dickinson desires to transfer such services and related facilities to the Corporation; and

WHEREAS, the purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of Dickinson according to the terms and conditions set forth herein; and

WHEREAS, Dickinson finds that entering into an interlocal agreement to facilitate such services through the allocation of duties and obligations between Dickinson and the Corporation serves a public purpose and fairly and adequately compensates the performing parties for their services or functions performed under this Agreement; and

WHEREAS, all payments to be made hereunder by Dickinson to the Corporation shall be made from current revenues available to Dickinson; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term.

This Agreement shall commence on December 1, 2015, and shall continue in full force and effect until such time as either party to this Agreement terminates the Agreement pursuant to the provisions herein.

OBLIGATIONS OF CORPORATION

Section 3. Scope of Services.

Corporation hereby agrees to provide Dickinson with the following services, personnel, and facilities:

a. **Communications and Hours of Operation:** All reports, inquires, service requests, and other communications regarding animal control or sheltering of animals located in the area within the corporate limits of Dickinson (the "Covered Area"), shall be directed to the Corporation. The Corporation shall establish standard hours of operation for animal shelter facilities under this Agreement with approval by Dickinson. Once established, the Corporation shall give one week notice to Dickinson of any changes in hours of operations.

b. **Patrol Services:** Corporation shall provide daily animal control service patrol that shall be distributed in the entire Covered Area.

c. **Service Calls:** Corporation shall provide unlimited field service calls in response to reports by residents and businesses located within Dickinson.

d. **Emergency Calls.** Only emergency calls for service will be answered at times other than daily operation hours. The Corporation shall operate a phone line on a 24-hour, 7 days a week basis for residents and businesses reporting animal emergencies, requesting emergency animal control service, or requesting the Corporation to dispatch animal control personnel.

e. **Monthly Reports and Recordkeeping.** The Corporation shall supply a monthly animal control and sheltering activity report to Dickinson. The report shall summarize all animal control activity within the Covered Area from the previous month as well as the activity related to animals collected from Dickinson during field service operations and/or from residents and processed through the animal sheltering facility being utilized pursuant to this Agreement. The Corporation shall maintain the records

on the business premises of the animal shelter and make the records available for inspection at reasonable times.

f. Animal Bites. Dickinson shall formally designate the Corporation as the Local Rabies Control Authority for Dickinson. In the case of an animal bite, an Animal Control Officer (“ACO”) will make an incident report and have the animal’s owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The Corporation may file complaints for any violations of applicable state or local animal control regulations related to animal bites and shall be responsible for all actions required related to any such complaint.

g. Impoundment & Boarding. If an ACO, under the authority granted the ACO pursuant to local or state law, reasonably believes that an animal in the Covered Area is in violation of state or local law, the ACO may capture and impound such animal. The Corporation shall collect any impoundment fees from the enforcement. If the owner of an impounded animal can be identified either by identification tag or contact with people in the area in which the animal was found, the ACO shall make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO prior to transporting such animal to the animal sheltering facility being used under this Agreement. The Corporation, in addition to law enforcement of Dickinson, is authorized to issue written warnings and/or citations to further enforce this Agreement.

All impounded animals shall be kept for not less than 72 hours by the Corporation. After this period of time, the animal shall become the property of the Corporation to be either released to its owner, placed for adoption, placed into foster care, released to a humane organization, or humanely destroyed at the discretion of the Corporation. Any animal, whether licensed or unlicensed, that in the reasonable judgment of the Corporation and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

h. Pet Registrations. The Corporation shall be solely responsible for the implementation and operation of the Pet Registration Program on behalf of Dickinson.

i. Schedule of Fees. Upon approval of the governing body of Dickinson, the Corporation shall establish a schedule of fees that will be charged to residents of Dickinson for services provided for in this Agreement.

j. Animal Shelter: The Corporation shall provide animal sheltering for animals located within the Covered Area. Animal sheltering facilities shall be operated in accordance with all applicable federal, state, and local regulations. The Corporation shall be responsible for all utilities and other expenses needed to operate and maintain the animal shelter. The Corporation shall apply for and procure the necessary licenses necessary for the purchase and maintenance of humane euthanasia and all other drugs

and medicines necessary for the animal shelter. The Corporation shall be responsible for all costs of drugs and supplies and will keep proper DEA logs in accordance with local, state, & federal laws.

k. Animal Shelter Facilities: The Corporation agrees that it shall purchase, lease or otherwise occupy a facility in order to provide such animal sheltering services for Dickinson. Any facility occupied by the Corporation shall be located in close proximity to Dickinson in order to ensure that response times for services provided pursuant to this Agreement are maintained.

Section 4. Revenues Resulting From Enforcement Activities.

Dickinson shall remit all amounts of fines, forfeitures, etc. resulting from the Corporation's performance of enforcement duties in the Covered Area. Administrative court costs assessed by Dickinson associated with enforcement activities of the Corporation shall be retained by Dickinson. Other revenues generated by Corporation's services shall be applied to the Corporation's total operational revenues and expenses for providing animal control and sheltering services, regardless of whether those revenues and expenses are associated with this Agreement, and used to offset the financial obligations of Dickinson.

OBLIGATIONS OF DICKINSON

Section 5. Financial Obligations of Dickinson

Dickinson is financially obligated to fund the Corporation through an all-inclusive annual agreement fee, which shall be the Corporation's total budgeted operating expenditures for all animal control field and shelter services. The pro-rata share of Dickinson's annual agreement fee for this Agreement shall be determined by Dickinson's population as determined by latest the U. S Census Bureau estimate as of June 1 of each year. The annual agreement fee for animal control field and shelter services shall be payable to Corporation in monthly installment fees, as payment towards the amount of its annual Agreement fee for each year of the Agreement term, due by the first business day of the month. Dickinson further agrees to pay an annual agreement fee in an amount equal to its pro-rata share of the actual cost for operating all animal control field and shelter services by the Corporation. The per capita cost for each year shall be determined by the Corporation and approved by the governing body of Dickinson.

ADDITIONAL AGREEMENT TERMS

Section 6. Miscellaneous.

This Agreement shall be construed as broadly as practicable, to provide the widest possible range of cooperation and mutual benefit to Dickinson. Dickinson and

Corporation shall, to the greatest extent possible, maximize the taxpayers' resources by sharing certain available resources.

Section 7. Supervision & Coordination of Animal Control and Sheltering Facilities.

Representative(s) from Dickinson shall serve continuously on the Corporation's Board of Directors for the term of this Agreement in accordance with the bylaws of the Corporation, as amended.

Section 8. Severability.

In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

Section 9. Waiver.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. None of the parties hereto waives any immunity or defense that would otherwise be available to it against claims by third parties.

Section 10. Default.

In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ninety (90) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

Section 11. Force Majeure.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts

under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

Section 12. Notices.

Any notices due under the provisions of this agreement shall be made in writing and shall be addressed to the following:

City of Dickinson
Attn: City Administrator
4403 Highway 3
Dickinson, Texas 77539

Corporation:

Bayou Animal Services Corporation
4403 Highway 3
Dickinson, Texas 77539

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE CITY OF DICKINSON:

Julie Masters, Mayor
City of Dickinson, Texas

ATTEST:

Alun W. Thomas, City Secretary
City of Dickinson, Texas

BAYOU ANIMAL SERVICES CORPORATION

[name]
President

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

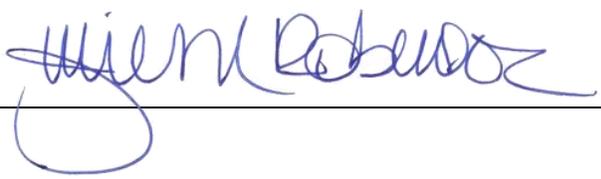
TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval Of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Clear Lake Shores And Bayou Animal Services Corporation
---------------	---

BACKGROUND:	<p>In February 2016, Council created Bayou Animal Services Corporation to enable the collective effort of the provision of animal control and sheltering services between the Cities of Dickinson, Clear Lake Shores and Santa Fe.</p> <p>This Interlocal Agreement formally transfers such services and related facilities from the City of Clear Lake Shores to the Corporation. The purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of Clear Lake Shores.</p>
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RECOMMENDATION:	Staff recommends approval of the Agreement.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Interlocal Agreement for Animal Control and Sheltering Services Between City of Clear Lake Shores and Bayou Animal Services Corporation
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER:	CITY ADMINISTRATOR APPROVAL:
Stephanie Russell, Chief Financial Officer	

ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

**INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL AND SHELTERING SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code on this _____ day of September, 2016, between the City of Clear Lake Shores (“CLS”), a Texas home rule municipality, and the Bayou Animal Services Corporation (“Corporation”), a nonprofit local government corporation organized and created by City of Dickinson pursuant to Chapter 431 of the Texas Transportation Code under Chapter 22 of the Texas Business Corporations Code (“The Nonprofit Corporation Act”), acting herein with the approval and at the direction of their respective governing bodies.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

RECITALS:

WHEREAS, CLS desires to provide its residents and businesses with full-time animal control and sheltering services in accordance with their public health and welfare responsibilities; and

WHEREAS, animal control and sheltering services for CLS is currently provided and administrated by a collective effort by the Cities of Dickinson, Clear Lake Shores and Santa Fe; and

WHEREAS, CLS desires to transfer such services and related facilities to the Corporation; and

WHEREAS, the purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of CLS according to the terms and conditions set forth herein; and

WHEREAS, CLS finds that entering into an interlocal agreement to facilitate such services through the allocation of duties and obligations between CLS and the Corporation serves a public purpose and fairly and adequately compensates the performing parties for their services or functions performed under this Agreement; and

WHEREAS, all payments to be made hereunder by CLS to the Corporation shall be made from current revenues available to CLS; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term.

This Agreement shall commence on December 1, 2015, and shall continue in full force and effect until such time as either party to this Agreement terminates the Agreement pursuant to the provisions herein.

OBLIGATIONS OF CORPORATION

Section 3. Scope of Services.

Corporation hereby agrees to provide CLS with the following services, personnel, and facilities:

a. **Communications and Hours of Operation:** All reports, inquires, service requests, and other communications regarding animal control or sheltering of animals located in the area within the corporate limits of CLS (the "Covered Area"), shall be directed to the Corporation. The Corporation shall establish standard hours of operation for animal shelter facilities under this Agreement with approval by CLS. Once established, the Corporation shall give one week notice to CLS of any changes in hours of operations.

b. **Patrol Services:** Corporation shall provide daily animal control service patrol that shall be distributed in the entire Covered Area.

c. **Service Calls:** Corporation shall provide unlimited field service calls in response to reports by residents and businesses located within CLS.

d. **Emergency Calls.** Only emergency calls for service will be answered at times other than daily operation hours. The Corporation shall operate a phone line on a 24-hour, 7 days a week basis for residents and businesses reporting animal emergencies, requesting emergency animal control service, or requesting the Corporation to dispatch animal control personnel.

e. **Monthly Reports and Recordkeeping.** The Corporation shall supply a monthly animal control and sheltering activity report to CLS. The report shall summarize all animal control activity within the Covered Area from the previous month as well as the activity related to animals collected from CLS during field service operations and/or from residents and processed through the animal sheltering facility being utilized pursuant to this Agreement. The Corporation shall maintain the records

on the business premises of the animal shelter and make the records available for inspection at reasonable times.

f. Animal Bites. CLS shall formally designate the Corporation as the Local Rabies Control Authority for CLS. In the case of an animal bite, an Animal Control Officer (“ACO”) will make an incident report and have the animal’s owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The Corporation may file complaints for any violations of applicable state or local animal control regulations related to animal bites and shall be responsible for all actions required related to any such complaint.

g. Impoundment & Boarding. If an ACO, under the authority granted the ACO pursuant to local or state law, reasonably believes that an animal in the Covered Area is in violation of state or local law, the ACO may capture and impound such animal. The Corporation shall collect any impoundment fees from the enforcement. If the owner of an impounded animal can be identified either by identification tag or contact with people in the area in which the animal was found, the ACO shall make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO prior to transporting such animal to the animal sheltering facility being used under this Agreement. The Corporation, in addition to law enforcement of CLS, is authorized to issue written warnings and/or citations to further enforce this Agreement.

All impounded animals shall be kept for not less than 72 hours by the Corporation. After this period of time, the animal shall become the property of the Corporation to be either released to its owner, placed for adoption, placed into foster care, released to a humane organization, or humanely destroyed at the discretion of the Corporation. Any animal, whether licensed or unlicensed, that in the reasonable judgment of the Corporation and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

h. Pet Registrations. The Corporation shall be solely responsible for the implementation and operation of the Pet Registration Program on behalf of CLS.

i. Schedule of Fees. Upon approval of the governing body of CLS, the Corporation shall establish a schedule of fees that will be charged to residents of CLS for services provided for in this Agreement.

j. Animal Shelter: The Corporation shall provide animal sheltering for animals located within the Covered Area. Animal sheltering facilities shall be operated in accordance with all applicable federal, state, and local regulations. The Corporation shall be responsible for all utilities and other expenses needed to operate and maintain the animal shelter. The Corporation shall apply for and procure the necessary licenses necessary for the purchase and maintenance of humane euthanasia and all other drugs

and medicines necessary for the animal shelter. The Corporation shall be responsible for all costs of drugs and supplies and will keep proper DEA logs in accordance with local, state, & federal laws.

k. Animal Shelter Facilities: The Corporation agrees that it shall purchase, lease or otherwise occupy a facility in order to provide such animal sheltering services for CLS. Any facility occupied by the Corporation shall be located in close proximity to CLS in order to ensure that response times for services provided pursuant to this Agreement are maintained.

Section 4. Revenues Resulting From Enforcement Activities.

CLS shall remit all amounts of fines, forfeitures, etc. resulting from the Corporation's performance of enforcement duties in the Covered Area. Administrative court costs assessed by CLS associated with enforcement activities of the Corporation shall be retained by CLS. Other revenues generated by Corporation's services shall be applied to the Corporation's total operational revenues and expenses for providing animal control and sheltering services, regardless of whether those revenues and expenses are associated with this Agreement, and used to offset the financial obligations of CLS.

OBLIGATIONS OF CLS

Section 5. Financial Obligations of CLS

CLS is financially obligated to fund the Corporation through an all-inclusive annual agreement fee, which shall be the Corporation's total budgeted operating expenditures for all animal control field and shelter services. The pro-rata share of CLS's annual agreement fee for this Agreement shall be determined by CLS's population as determined by latest the U. S Census Bureau estimate as of June 1 of each year. The annual agreement fee for animal control field and shelter services shall be payable to Corporation in monthly installment fees, as payment towards the amount of its annual Agreement fee for each year of the Agreement term, due by the first business day of the month. CLS further agrees to pay an annual agreement fee in an amount equal to its pro-rata share of the actual cost for operating all animal control field and shelter services by the Corporation. The per capita cost for each year shall be determined by the Corporation and approved by the governing body of CLS.

ADDITIONAL AGREEMENT TERMS

Section 6. Miscellaneous.

This Agreement shall be construed as broadly as practicable, to provide the widest possible range of cooperation and mutual benefit to CLS. CLS and Corporation shall, to the greatest extent possible, maximize the taxpayers' resources by sharing certain available resources.

Section 7. Supervision & Coordination of Animal Control and Sheltering Facilities.

Representative(s) from CLS shall serve continuously on the Corporation's Board of Directors for the term of this Agreement in accordance with the bylaws of the Corporation, as amended.

Section 8. Severability.

In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

Section 9. Waiver.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. None of the parties hereto waives any immunity or defense that would otherwise be available to it against claims by third parties.

Section 10. Default.

In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ninety (90) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

Section 11. Force Majeure.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or

ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

Section 12. Notices.

Any notices due under the provisions of this agreement shall be made in writing and shall be addressed to the following:

City of CLS

Attn: City Administrator
1006 S. Shore Drive
Clear Lake Shores, Texas 77565

Corporation:

Bayou Animal Services Corporation
4403 Highway 3
Dickinson, Texas 77539

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE CITY OF CLEAR LAKE SHORES:

Vern Johnson, Mayor
City of Clear Lake Shores, Texas

ATTEST:

Christy Stroup, City Secretary
City of Clear Lake Shores, Texas

BAYOU ANIMAL SERVICES CORPORATION

[name]
President

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Approval of Interlocal Agreement For Animal Control And Sheltering Services Between The City Of Santa Fe And Bayou Animal Services Corporation
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BACKGROUND:	<p>In February 2016, Council created Bayou Animal Services Corporation to enable the collective effort of the provision of animal control and sheltering services between the Cities of Dickinson, Clear Lake Shores and Santa Fe.</p> <p>This Interlocal Agreement formally transfers such services and related facilities from the City of Santa to the Corporation. The purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of Santa Fe.</p>
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RECOMMENDATION:	Staff recommends approval of the Agreement.
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ATTACHMENTS:	<ul style="list-style-type: none"> • Interlocal Agreement for Animal Control and Sheltering Services Between City of Santa Fe and Bayou Animal Services Corporation
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER: Stephanie Russell, Chief Financial Officer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN

APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER
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**INTERLOCAL AGREEMENT
FOR ANIMAL CONTROL AND SHELTERING SERVICES**

This Interlocal Agreement (“Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code on this _____ day of September, 2016, between the City of Santa Fe (“Santa Fe”), a Texas home rule municipality, and the Bayou Animal Services Corporation (“Corporation”), a nonprofit local government corporation organized and created by City of Dickinson pursuant to Chapter 431 of the Texas Transportation Code under Chapter 22 of the Texas Business Corporations Code (“The Nonprofit Corporation Act”), acting herein with the approval and at the direction of their respective governing bodies.

In consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, the parties hereby agree as follows:

RECITALS:

WHEREAS, Santa Fe desires to provide its residents and businesses with full-time animal control and sheltering services in accordance with their public health and welfare responsibilities; and

WHEREAS, animal control and sheltering services for Santa Fe is currently provided and administrated by a collective effort by the Cities of Dickinson, Clear Lake Shores and Santa Fe; and

WHEREAS, Santa Fe desires to transfer such services and related facilities to the Corporation; and

WHEREAS, the purpose of this Agreement is to authorize the Corporation to provide full-time animal control and sheltering services, administrative functions, and other related governmental functions on behalf of Santa Fe according to the terms and conditions set forth herein; and

WHEREAS, Santa Fe finds that entering into an interlocal agreement to facilitate such services through the allocation of duties and obligations between Santa Fe and the Corporation serves a public purpose and fairly and adequately compensates the performing parties for their services or functions performed under this Agreement; and

WHEREAS, all payments to be made hereunder by Santa Fe to the Corporation shall be made from current revenues available to Santa Fe; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term.

This Agreement shall commence on December 1, 2015, and shall continue in full force and effect until such time as either party to this Agreement terminates the Agreement pursuant to the provisions herein.

OBLIGATIONS OF CORPORATION

Section 3. Scope of Services.

Corporation hereby agrees to provide Santa Fe with the following services, personnel, and facilities:

a. **Communications and Hours of Operation:** All reports, inquires, service requests, and other communications regarding animal control or sheltering of animals located in the area within the corporate limits of Santa Fe (the "Covered Area"), shall be directed to the Corporation. The Corporation shall establish standard hours of operation for animal shelter facilities under this Agreement with approval by Santa Fe. Once established, the Corporation shall give one week notice to Santa Fe of any changes in hours of operations.

b. **Patrol Services:** Corporation shall provide daily animal control service patrol that shall be distributed in the entire Covered Area.

c. **Service Calls:** Corporation shall provide unlimited field service calls in response to reports by residents and businesses located within Santa Fe.

d. **Emergency Calls.** Only emergency calls for service will be answered at times other than daily operation hours. The Corporation shall operate a phone line on a 24-hour, 7 days a week basis for residents and businesses reporting animal emergencies, requesting emergency animal control service, or requesting the Corporation to dispatch animal control personnel.

e. **Monthly Reports and Recordkeeping.** The Corporation shall supply a monthly animal control and sheltering activity report to Santa Fe. The report shall summarize all animal control activity within the Covered Area from the previous month as well as the activity related to animals collected from Santa Fe during field service operations and/or from residents and processed through the animal sheltering facility being utilized pursuant to this Agreement. The Corporation shall maintain the records

on the business premises of the animal shelter and make the records available for inspection at reasonable times.

f. Animal Bites. Santa Fe shall formally designate the Corporation as the Local Rabies Control Authority for Santa Fe. In the case of an animal bite, an Animal Control Officer (“ACO”) will make an incident report and have the animal’s owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The Corporation may file complaints for any violations of applicable state or local animal control regulations related to animal bites and shall be responsible for all actions required related to any such complaint.

g. Impoundment & Boarding. If an ACO, under the authority granted the ACO pursuant to local or state law, reasonably believes that an animal in the Covered Area is in violation of state or local law, the ACO may capture and impound such animal. The Corporation shall collect any impoundment fees from the enforcement. If the owner of an impounded animal can be identified either by identification tag or contact with people in the area in which the animal was found, the ACO shall make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO prior to transporting such animal to the animal sheltering facility being used under this Agreement. The Corporation, in addition to law enforcement of Santa Fe, is authorized to issue written warnings and/or citations to further enforce this Agreement.

All impounded animals shall be kept for not less than 72 hours by the Corporation. After this period of time, the animal shall become the property of the Corporation to be either released to its owner, placed for adoption, placed into foster care, released to a humane organization, or humanely destroyed at the discretion of the Corporation. Any animal, whether licensed or unlicensed, that in the reasonable judgment of the Corporation and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

h. Pet Registrations. The Corporation shall be solely responsible for the implementation and operation of the Pet Registration Program on behalf of Santa Fe.

i. Schedule of Fees. Upon approval of the governing body of Santa Fe, the Corporation shall establish a schedule of fees that will be charged to residents of Santa Fe for services provided for in this Agreement.

j. Animal Shelter: The Corporation shall provide animal sheltering for animals located within the Covered Area. Animal sheltering facilities shall be operated in accordance with all applicable federal, state, and local regulations. The Corporation shall be responsible for all utilities and other expenses needed to operate and maintain the animal shelter. The Corporation shall apply for and procure the necessary licenses necessary for the purchase and maintenance of humane euthanasia and all other drugs

and medicines necessary for the animal shelter. The Corporation shall be responsible for all costs of drugs and supplies and will keep proper DEA logs in accordance with local, state, & federal laws.

k. Animal Shelter Facilities: The Corporation agrees that it shall purchase, lease or otherwise occupy a facility in order to provide such animal sheltering services for Santa Fe. Any facility occupied by the Corporation shall be located in close proximity to Santa Fe in order to ensure that response times for services provided pursuant to this Agreement are maintained.

Section 4. Revenues Resulting From Enforcement Activities.

Santa Fe shall remit all amounts of fines, forfeitures, etc. resulting from the Corporation's performance of enforcement duties in the Covered Area. Administrative court costs assessed by Santa Fe associated with enforcement activities of the Corporation shall be retained by Santa Fe. Other revenues generated by Corporation's services shall be applied to the Corporation's total operational revenues and expenses for providing animal control and sheltering services, regardless of whether those revenues and expenses are associated with this Agreement, and used to offset the financial obligations of Santa Fe.

OBLIGATIONS OF SANTA FE

Section 5. Financial Obligations of Santa Fe

Santa Fe is financially obligated to fund the Corporation through an all-inclusive annual agreement fee, which shall be the Corporation's total budgeted operating expenditures for all animal control field and shelter services. The pro-rata share of Santa Fe's annual agreement fee for this Agreement shall be determined by Santa Fe's population as determined by latest the U. S Census Bureau estimate as of June 1 of each year. The annual agreement fee for animal control field and shelter services shall be payable to Corporation in monthly installment fees, as payment towards the amount of its annual Agreement fee for each year of the Agreement term, due by the first business day of the month. Santa Fe further agrees to pay an annual agreement fee in an amount equal to its pro-rata share of the actual cost for operating all animal control field and shelter services by the Corporation. The per capita cost for each year shall be determined by the Corporation and approved by the governing body of Santa Fe.

ADDITIONAL AGREEMENT TERMS

Section 6. Miscellaneous.

This Agreement shall be construed as broadly as practicable, to provide the widest possible range of cooperation and mutual benefit to Santa Fe. Santa Fe and Corporation shall, to the greatest extent possible, maximize the taxpayers' resources by sharing certain available resources.

Section 7. Supervision & Coordination of Animal Control and Sheltering Facilities.

Representative(s) from Santa Fe shall serve continuously on the Corporation's Board of Directors for the term of this Agreement in accordance with the bylaws of the Corporation, as amended.

Section 8. Severability.

In case any one or more of the provisions contained in the agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

Section 9. Waiver.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. None of the parties hereto waives any immunity or defense that would otherwise be available to it against claims by third parties.

Section 10. Default.

In addition to any and all other rights a party may have available according to law or this Agreement, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing ninety (90) days written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten (10) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the termination of this Agreement.

Section 11. Force Majeure.

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such cause are removed or

ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted or caused by such party or its employees, officers, agents or affiliates.

Section 12. Notices.

Any notices due under the provisions of this agreement shall be made in writing and shall be addressed to the following:

City of Santa Fe
Attn: City Administrator
P.O. Box 950
Santa Fe, Texas 77510

Corporation:

Bayou Animal Services Corporation
4403 Highway 3
Dickinson, Texas 77539

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement on the date first above written.

THE CITY OF SANTA FE:

Jeff Tambrella, Mayor
City of Santa Fe, Texas

ATTEST:

Janet Davis, City Secretary
City of Santa Fe, Texas

BAYOU ANIMAL SERVICES CORPORATION

[name]
President

**Bayou Animal Services Corporation
Agenda Item Data Sheet**

MEETING DATE: September 27, 2016

TOPIC:	CONSIDERATION AND POSSIBLE ACTION CONCERNING: Designating Capital One Bank, NA As Primary Depository Bank For Bayou Animal Services Corporation
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BACKGROUND:	The Corporation must designate a Primary Depository. Currently, the Corporation funds are being held in the City's Primary Depository, Capital One Bank, NA. Therefore, staff recommends the Board designate Capital One Bank, NA as the Corporation's Primary Depository.
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RECOMMENDATION:	Staff recommends designating Capital One Bank, NA as Primary Depository for the Corporation
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ATTACHMENTS:	• N/A
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FUNDING ISSUES:	<input checked="" type="checkbox"/> Not applicable – no dollars are being spent or received. <input type="checkbox"/> Full amount already budgeted in Acct/Project# _____ <input type="checkbox"/> Not budgeted
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SUBMITTING STAFF MEMBER: Stephanie Russell, Chief Financial Officer	CITY ADMINISTRATOR APPROVAL: 
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ACTIONS TAKEN		
APPROVAL <input type="checkbox"/> YES <input type="checkbox"/> NO	READINGS PASSED <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd	OTHER

ADJOURN

TIME: _____

MOTION: _____

SECOND: _____

VOTE _____