

20313

**AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN HUNT COUNTY, TEXAS
AND THE CITY OF COMMERCE, TEXAS**

This Amendment is made and entered into between Hunt County, Texas ("COUNTY"), a political subdivision of the State of Texas, and the City of Commerce, Texas ("CITY"), a Texas home-rule municipality. Where appropriate, the County and the City are collectively described as the "Parties."

RECITALS

WHEREAS, the City and the County recognize the importance of effective animal control services to general welfare and the public health of County and City residents; and

WHEREAS, the City and the County recognize the mutual benefits that arise from the operation of a regional animal control facility, including improved efficiency and economies of scale over operating separate facilities; and

WHEREAS, the City and the County have an Interlocal Agreement (dated June 23, 2005), "the 2005 ILA," which establishes the procedures and scope of work under which the City will provide animal control services to the residents of Hunt County; and

WHEREAS, this Amendment is made pursuant to the authority granted to the Parties by the Interlocal Cooperation Act, Texas Government Code Chapter 791;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements expressed herein, the Parties agree as follows:

AGREEMENT

1. PURPOSE

- a. The purpose of this Amendment is to provide for Additional Services above and beyond those identified in the 2005 ILA. The Amendment will outline the service responsibilities of the City and the cost-sharing provisions from the County.

2. SCOPE OF ADDITIONAL SERVICES

- a. Obligations of the City
 - i. The City shall provide at least two full-time, fully licensed Animal Control Officers (ACOs). At least one of the ACOs shall be available to respond to "Emergency Calls for Service" from the Hunt County Sheriff's Department, the County Health Department or Hunt County Environmental Services, for service in a Hunt County jurisdiction.

FILED FOR RECORD at 1:38 o'clock P M	SEP 08 2026 BECKY LANDRUM County Clerk, Hunt County, Tex. by 
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1. During the response to an Emergency Call for Service, Hunt County Sheriff's staff shall remain on site and in charge of the scene.

2. The City will not assume responsibility for investigations, detention, or reporting on the people involved in the call. The City will only pick up and take responsibility for the animal.

"Emergency Calls for Service" shall include:

1. Dangerous Dog as defined by the Texas Health and Safety Code, Chapter 822.
 - a. If a call requires the termination of the dangerous animal, the termination shall be carried out by Hunt County Sheriff's staff.
2. Suspected rabies bites or calls - Pick up for quarantine or testing if needed.

3. Animal Bites or Bodily Injury to Humans.
4. Abandoned Pets resulting from the arrest or detention of suspects.
- iii. Except as provided within Section 2.a.iii, the City shall NOT provide any form of animal control patrol, pick-up, trapping, or enforcement functions in areas outside of the incorporated City limits of the City of Commerce.
 1. The Commerce City Manager may provide exceptions to this provision upon a request from the Hunt County Sheriff's Department or the Hunt County Health Department, subject to the availability of an ACO.
- b. Obligations of the County
 - i. All calls for service shall come from authorized representatives of the Hunt County Sheriff's Department or the Hunt County Health Department.
 1. The County will maintain control of the scene for any call for service. City staff will not assume control and will leave when County staff leave.
 - ii. The County shall make timely payment for services per Section 3 of this Agreement.

3. COMPENSATION AND PAYMENT TERMS

- a. The City will cause a bill to be submitted each quarter (4x per year) for both a portion of the annual operations agreement, as identified in the 2005 ILA, and the per-call operations fee as identified in Section 2.c of this Amendment. The County agrees to pay this quarterly statement in a timely manner.
- b. Calls for Service under this Amendment will be billed at a minimum rate of \$100 per call. Calls that require more than three (3) hours of service time will be billed at an additional rate of \$50 per hour.
- c. The Parties may review the cost-sharing amount as necessary, but at least on an annual basis as part of their respective budget development process.
- d. All monies contracted for in this Agreement shall be paid from currently available revenues.

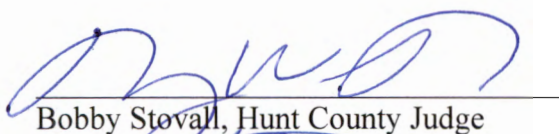
4. TERM AND TERMINATION

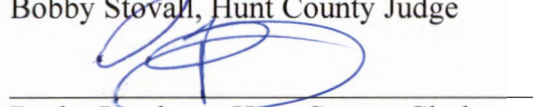
- a. This Agreement shall be effective upon execution by both Parties and shall remain in effect until terminated by either party.
- b. Either Party may terminate this Agreement with at least Ninety (90) days' notice before the beginning of the upcoming Fiscal Year. The City Fiscal Year begins annually on October 1st.

5. AUTHORIZATION

- a. The signatories to this Agreement represent that they have full authority to execute this Agreement on behalf of their respective entities.

EXECUTED this 8th day of September, 2026.
HUNT COUNTY, TEXAS


Bobby Stovall, Hunt County Judge


Becky Landrum, Hunt County Clerk