

**INTERLOCAL AGREEMENT FOR  
ANIMAL CONTROL SERVICES**

**THE STATE OF TEXAS §**

**COUNTY OF WISE §  
§**

**FISCAL YEAR 2016-2017**

THIS AGREEMENT is made and entered into by and between the CITY OF DECATUR, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Animal Control Department (hereinafter referred to as "COUNTY").

**RECITALS**

**WHEREAS**, Chapter 791 of the TEXAS GOVERNMENT CODE, also known as the INTERLOCAL COOPERATION ACT, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested, such as police protection and public health and welfare; and

**WHEREAS**, DECATUR is organized under the laws of Texas and is authorized to enter into this agreement pursuant to its CITY CHARTER; and

**WHEREAS**, the WISE COUNTY is duly organized and functioning in accordance with the laws of the State of Texas; and

**WHEREAS**, CITY and COUNTY represent that each is independently authorized to perform the functions contemplated by this Agreement; and

**WHEREAS**, the COUNTY operates Animal Control Services in its normal duties for the purpose of reducing general animal control problems in the COUNTY, including, but not limited to, vaccination of animals, reporting human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, protecting its citizens from the dangers and problems associated with animals at large; inhumane treat of animals, and other related services; and prescribe penalties for violations of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health and Safety Code, and Chapter 142 Agriculture Code; and

**WHEREAS**, the CITY currently has a need for such Animal Control Services and is not equipped or able to render such services; and

**WHEREAS**, each party has sufficient funds available from current revenues to perform the function contemplated by this Agreement; and

**NOW, THEREFORE** in consideration of the above recitals, mutual benefits and promises each to the other made herein, the parties named above do hereby agree as follows:

**INCORPORATION OF RECITALS**

The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

## **COUNTY'S OBLIGATION/SCOPE OF SERVICES**

- A. COUNTY agrees to provide Animal Control Services to CITY for "CITY-Reported Animal Calls" occurring within the CITY limits of said CITY. "CITY-Reported Animal Call" shall mean calls made by CITY to the COUNTY dispatch to request Animal Control Services.
- B. At the COUNTY's sole discretion, an Animal Control Officer will provide service within the corporate limits of the CITY in a manner similar to services provided within the COUNTY's normal jurisdiction. Further, the COUNTY will dispatch at least one (1) Animal Control Officer in response to a CITY-Reported Animal Call, so long as there is at least one (1) Animal control officer "on duty". If the COUNTY Animal Control Officers are off duty, the CITY shall handle any dispatched animal control calls within their normal departmental procedures.
- C. Animal Control officers are considered:  
"On duty":  
Monday through Saturday 8 am to 5 pm.  
"Off duty":  
After 5 p.m. Monday through Saturday; all day Sunday; and Holidays
- D. The following situations are considered emergency calls:
- Any Fire and Police/Sheriff calls for assistance
  - Vicious/dangerous animal
  - Animal attack/bite against a human
- E. COUNTY will respond directly to requests for Animal Control Services from the CITY. The COUNTY will refer all other requests for Animal Control Services to a CITY representative for determination of the need for COUNTY services. CITY will provide a 24 hour 7 day a week contact number. CITY agrees that if CITY representative cannot be contacted COUNTY will dispatch Animal Control as needed.
- F. COUNTY agrees to transport all captured animals to the COUNTY or CITY Animal Shelter.
- G. COUNTY further agrees to enforce all applicable regulations through issuance of citations or filing of civil and/or criminal charges.
- H. COUNTY agrees; as needed or required by law; to perform humane destruction of animals in the field and removal of carcasses. COUNTY will submit any suspect animal's head to the Department of State Health Services for rabies diagnosis, in the event of human contact.

## **CITY'S OBLIGATIONS**

- A. CITY shall fully cooperate with COUNTY in the provision of Animal Control Services, including but not limited to, furnishing: any and all information in its possession about the ownership of a suspected rabid animal, including Rabies Vaccination Certificates maintained by any department of the CITY; any history of the animal; the name and address of any person reporting an animal bite or scratch; the name and address of any possible victims of an animal bite or injury; and the name and address of any person believed to own an animal which the CITY has called the COUNTY to capture or remove.
- B. CITY agrees to furnish information to the COUNTY in a timely and expeditious manner.

## **CITY RIGHTS PRESERVED**

Nothing in this Agreement shall divest, diminish or affect the CITY's authority to issue its own notices of violations and court citations for alleged violation of CITY Ordinances; nevertheless each CITY delegates to the COUNTY the authority to perform the animal control services described in this Agreement within the CITY Limits. However, under no circumstances will the COUNTY perform the actions contemplated in this agreement if CITY has concurrently contracted with a **PRIVATE FOR PROFIT** Company to perform animal control services within the CITY Limit's. This arrangement would nullify the purpose of this Interlocal Agreement since the CITY can provide Animal Control Services for itself. A contract with **PRIVATE FOR PROFIT** Company will make this Agreement subject Termination.

## **CONSIDERATION**

- A. In consideration for the COUNTY's performance of the obligations and services listed herein, the CITY shall pay out of current available funds twelve (12) equal payments of four thousand one hundred and fifty dollars a month (\$4, 150.00).
- B. The CITY will also provide use of DECATUR ANIMAL SHELTER located at the 201B Airport Road Decatur, Texas 76234 and all pens and/or equipment at the location relating to Animal Control Services. The CITY shall remain responsible for all utilities and maintenance for the SHELTER.
- C. The City agrees to transfer title and ownership of the City's vehicle currently used for CITY animal services with a clear title to the COUNTY to provide services under this agreement. Once it is determined by the COUNTY the vehicle is outside its usefulness as a County Animal Control vehicle the County will dispose of the vehicle in the same manner it disposes of all used vehicles.

## **NOTICE OF NONAPPROPRIATION**

If, for any fiscal year, the Parties fail to appropriate funds in amounts sufficient to perform its obligations under this Agreement, the Parties shall promptly give notice of the nonappropriation of funds. Parties shall make a reasonable effort to ensure that funds are appropriated to fully carry out its obligations as set forth in this Agreement. The Parties shall endeavor to provide thirty (30) days notice of its intent not to appropriate the necessary funds for its performance of obligations under this Agreement.

## **DEFAULT**

In the event the CITY fails to pay all costs set forth above or perform its obligation set forth herein, the COUNTY shall give the CITY a thirty (30) day written notice of default with an opportunity to cure such default within that time period. If CITY fails to cure such default during the stated period, the Agreement shall terminate and CITY shall assume responsibility for its own animal control operation. In the event the COUNTY fails to perform its services under this agreement, the CITY has all available options under the termination and dispute resolution sections of this Agreement.

## **TERM AND RENEWAL TERMS**

The effective date shall be the later of the dates this agreement is ratified by the last party to sign or October 1, 2016 and shall renew at midnight of October 1, 2017. After this initial term, this agreement will automatically renew at midnight every October 1<sup>st</sup> for a yearly term unless it is terminated by one of the below terms.

## TERMINATION

- A. **By Mutual Agreement:** This Agreement may be terminated by mutual agreement of the CITY and the COUNTY, as evidenced by a written termination agreement.
- B. **For Nonappropriation of funds:** As mentioned above, if the Parties fails to appropriate funds necessary for performance of the obligations under this Agreement, the other Party may terminate this Agreement.
- C. **By Either party:** This agreement may be terminated at any time for convenience or fault upon thirty (30) days written notice to the other party. All costs and liabilities incurred by the COUNTY on behalf of the CITY prior to termination shall be the responsibility of the CITY.

## GENERAL APPORTIONMENT OF RESPONSIBILITY AND IMMUNITY

**In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waving any governmental immunity available to either party individually under Texas law. The CITY shall be responsible for its sole negligence. The COUNTY shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person.**

## INDEPENDENT CONTRACTOR

- A. The COUNTY shall be responsible for the Animal Control Services contemplated under this Agreement. The COUNTY shall supply all materials, equipment, tools, transportation, and labor required for or reasonably incidental to the performance of the Animal Control Services. The COUNTY shall have ultimate control over the execution of the work under this Agreement. The COUNTY shall have the sole obligation to employ, direct control, supervise, manage, discharge and compensate all of its employees.
- B. The COUNTY shall retain personal control and shall give its personal attention to the faithful prosecution and completion of its services and fulfillment of this Agreement.

## DISPUTE RESOLUTION

- A. **Dispute Resolution Process.** Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties agree to observe the following Dispute Resolution Process.
- B. **Notice.** A written complaint which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Party shall have a reasonable opportunity to respond.
- C. **First Resolution Meeting.** After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to facilitate an agreed resolution.
- D. **Second Resolution Meeting.** If the Parties' designated representatives cannot reach an agreed resolution, the following representatives shall meet to discuss the matter: CITY: City Manager and/or Mayor; COUNTY: County Commissioner and/or County Judge.
- E. **Successful Resolution.** If resolution is made it shall be reduced to a written agreement to be approved by each side's governing body. If approved, the written agreement will become an amendment to the original agreement. However, it will not supersede any term or condition except those dealing with the subject matter of the dispute.
- F. **Unsuccessful Resolution.** If all above options are completed and the Parties are unable to reach a resolution, either Party may pursue all legal and equitable remedies available to it under Texas law.

**GENERAL PROVISIONS**

- A. **Severability Clause.** The Parties intend for the various provisions of this Agreement to be severable so the invalidity, if any, of one or more sections of this Agreement shall not affect the validity of the remaining provisions of the Agreement.
- B. **Counterparts.** This document may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.
- C. **Notices.**

**To COUNTY:** Any Notice permitted or required to be given to the COUNTY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

Wise County  
P.O. Box 899  
Decatur, Texas 76234

**To CITY:** Any notice permitted or required to be given to the CITY hereunder must be in writing and may be given by Certified United States Mail, Return Receipt Requested, postage prepaid, addressed to:

City of DECATUR  
201 W. Walnut Street  
DECATUR, TX 76234

Any notice permitted or required to be given hereunder shall be deemed to have been given upon deposit of the notice in the United States Mail as aforesaid.

- D. **Authority of Signatories.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- E. **Governing Law/Venue.** This Agreement shall be interpreted in accordance with the laws of the State of Texas and Wise County is the proper venue for any action regarding this contract.
- F. **Entirety of the Agreement and Modifications:** This agreement represents the entire and integrated agreement between the CITY and the COUNTY and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by mutual agreement of the parties made in writing.

DATED 1-17-17

WISE COUNTY

BY: 

Wise County Judge

DATED 1-23-2017

CITY OF DECATUR

BY: 

Title: Mayor