INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

THE STATE OF TEXAS §

§ **FISCAL YEAR 2016-2017**

COUNTY OF WISE §

THIS AGREEMENT is made and entered into by and between the CITY OF NEW FAIRVIEW, TEXAS (hereinafter referred to as "CITY"), and WISE COUNTY, TEXAS, on behalf of its Sheriff's 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, NEW FAIRVIEW 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 Sheriff's Department 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:

INCORPORTATION 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 no Animal Control Officer is on duty, the COUNTY dispatch may dispatch a Sheriff's Deputy to the call and determine if the call is an emergency and notify an Animal Control Officer.

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. CITY also agrees in such cases the CITY will be responsible for the service fees.

F. COUNTY agrees to transport all captured animals to the COUNTY 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.

C. CITY agrees to pay all fees associated with the impoundment, testing, medical treatment or final disposition of any animal; for any product or service provided by the Animal Shelter; and for any product or service provided by any person other than the COUNTY. Any service rendered by the COUNTY which will result in over $1,000.00 of charges to the CITY must be pre-approved by the CITY Administrator or Mayor

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 a monthly invoice issued by the COUNTY for services provided to the CITY during the previous month.

B. The CITY shall be charged for the services in this contract according to the COUNTY fee schedule submitted every year to the Texas Comptroller for Public Accounts. As Authorized per Local Government Code Section 118.131 (See Attachment A)

C. The monthly invoice for the COUNTY services performed in this agreement shall be paid by the tenth (10th) day of every month and mailed to:

Wise County Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
Decatur, Texas 76234

D. The COUNTY will reevaluate all fees prior to October 1st. The COUNTY will inform the CITY of any proposed fee changes thirty (30) days prior to any renewal of the Agreement. If the fees are amended, the new fees will be included as a modification, according to the term listed below in the General Provisions. In compliance with Local Government Code 118.131, the amended fee changes will not take effect until January $1^{st.}$ All dispute resolution options, mentioned in this Agreement, are available if the CITY disagrees with the proposed rate changes.

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 of this agreement shall be October 1, 2016 and shall expire at midnight of September 30, 2017.

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 Sheriff
Attn: Animal Control
200 Rook Ramsey Drive
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 New Fairview
999 Illinois Lane
New Fairview, TX 76078

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 to be effective the 1st day of October, 2016

WISE COUNTY

BY: _____

Wise County Judge

CITY OF NEW FAIRVIEW

BY: _____

Title: Mayor Pro Tem

ATTACHMENT A

Animal Control Fees:

Dogs & Cats:

Owner Fees

Impound/first day..... $ 20.00
(each day thereafter)..... $ 6.00
Euthanasia of owned animals..... $ 35.00
Quarantine Fee (10 days & Vet. Check)..... $ 135.00

City Fees

City fee per animal brought to shelter for euthanasia..... $ 35.00
City fee per animal picked up for euthanasia..... $ 50.00

Livestock:

Impound – per head
Large (Horse, Cow & Bull)..... $ 75.00
Small (Goat, Sheep, Hog & Flightless Bird)..... $ 50.00
Hauling/per head..... $ 50.00
Release fee/per head..... $ 25.00
Roundup, loading & care of livestock.....Assessed by Contractor