

STATE OF TEXAS     §  
                              §  
COUNTY OF COLLIN §

### INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES

This Interlocal Agreement for Animal Control Services ("Agreement") is entered into by and between Collin County, Texas (sometimes referred to herein as the "County") and the Cities of Celina, Fairview, Lowry Crossing, Lucas, Melissa, Parker, Princeton and Prosper (sometimes hereinafter collectively referred to as "City Parties" or "Parties" or individually as "City" or "Party") through their duly authorized officers and/or governing boards. This Agreement shall be effective on January 1, 2006, regardless of when approved and executed by any Party or Parties hereto ("Effective Date").

### RECITALS

**WHEREAS**, the County is authorized to provide animal control services within the County, including but not limited to vaccination of animals, reporting of human exposure to rabies, quarantine and testing of biting animals, reduction of the stray animal population, restraint of dangerous animals, prohibition of dogs running at large and of inhumane treatment of animals, and other related services; and to prescribe penalties for violation of such provisions in accordance with Chapters 822, 825 and 826 of the Texas Health & Safety Code, and Chapter 142 Agriculture Code; and

**WHEREAS**, the City Parties to this Agreement are separately authorized to provide animal control services pursuant to Chapters 822, 825 and 826 of the Texas Health & Safety Code, in addition to such authority that may be granted under their home-rule charters (as applicable); and

**WHEREAS**, pursuant to their authority as vested by the Interlocal Cooperation Act, ch. 791 Texas Government Code, the County and City Parties have agreed to cooperate in the provision of animal control services to residents of the City Parties; and

**WHEREAS**, the County and City Parties seek to set forth in this Interlocal Agreement their respective obligations, responsibilities and duties regarding certain animal control services covered by this Agreement; and

**WHEREAS**, each Party to this Agreement represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function that it is authorized to perform individually under the applicable statutes of the State of Texas and/or (as applicable) its municipal charter. Further, each Party represents and warrants that any compensation to be made to any other Party as set forth in this Agreement are in amounts that fairly compensate the performing Party for the services or functions described herein, and are made from current revenues available to the paying Party;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **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.
2. **County Obligations.** In consideration for the promises of the City Parties and payment of the sums hereinafter set forth, the County agrees to perform those animal control services as are expressly set forth in the documents entitled "Scope of Services" which is attached hereto as Exhibit "A" and incorporated herein by reference.
3. **City Obligations.** In consideration for the performance of the animal control services detailed in Exhibit "A" by County, each City agrees to:
  - 3.1 make payment to the County in the respective amounts as set forth in the spreadsheet attached as Exhibit "B" hereto from funds appropriated in the current fiscal year budget of such Cities. Each City's payment shall be made on a quarterly basis to the County during the term of this Agreement and any renewal terms, with the first quarterly payment to be made within ten (10) days from the receipt of an invoice from the County, such invoice expected to be issued approximately thirty (30) days prior to the completion of the new County Animal Shelter. It is anticipated that the County Animal Shelter will be completed in June 2006. Each City agrees that any payment due to the County hereunder which is not paid on or before the due date shall bear interest at the rate of interest prescribed by the Texas Prompt Payment Act (Section 2252.025, Tex. Gov't Code) from the date due until paid;
  - 3.2 amend their animal control Ordinances as necessary to conform such Ordinances with the services outlined in Exhibit "A" hereto (including the duly adopted animal control policies established by the County), so as to avoid any conflict with the terms of this Agreement.
4. **City Rights Preserved.** Nothing in this Agreement shall divest, diminish or affect the City Parties' authority to issue notices of violations and court citations for alleged violations of City Ordinances, however each City delegates to County the authority to perform the animal control services described in Exhibit "A" hereto on the City's behalf and as the City's agent in the provision of such services.
5. **Term / Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless terminated earlier as provided in this Agreement or by law. Unless terminated in accordance with this Agreement or by law, upon expiration of the initial term, this Agreement shall renew automatically for renewal terms of one (1) year upon the same terms and conditions, subject to the Parties' right to terminate due to the failure of their governing boards to appropriate funds in amounts sufficient to compensate the County for the

prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or to an officer of such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

**For the County:**

Ron Harris, Collin County Judge  
Collin County Government Center  
210 S. McDonald, Suite 626  
McKinney, Texas 75069

**For Town of Prosper:**

Town Administrator  
121 W. Broadway Street  
P.O. Box 307  
Prosper, Texas 75078

**For City of:**

*[complete]*

**For City of:**

*[complete]*

However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

**12.7. Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent of the Parties as evidenced by this Agreement.

**12.8. Non-waiver.** Failure of a Party to exercise any right or remedy in the event of default by any other Party shall not constitute a waiver of such right or remedy for any subsequent breach or default.

**12.9. Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

**12.10. Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

**12.11. Retention of Defenses.** The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including claims related to the animal control services provided by County hereunder. Notwithstanding each Party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

**12.12 Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

**12.13. Entire Agreement.** This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

**12.14. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

**12.15. No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

DATED to be effective this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

COLLIN COUNTY, TEXAS  
210 S. McDonald Street, Ste. 626  
McKinney, Texas 75609

BY: For Honors  
TITLE: County Judge  
DATE: 10-4-06

ATTEST: Richard M. Sheldon  
TITLE: County Clerk

TOWN OF PROSPER, TEXAS  
121 W. Broadway Street / P.O. Box 307  
Prosper, Texas 75078

BY: \_\_\_\_\_  
Charles Niswanger  
TITLE: Mayor  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CITY OF CELINA, TEXAS

address

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF FAIRVIEW, TEXAS

address

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

Deleted: \_\_\_\_\_

CITY OF LOWRY CROSSING, TEXAS

address \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF MELISSA, TEXAS

address \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

CITY OF PRINCETON, TEXAS

address \_\_\_\_\_

BY: [Signature]

TITLE: Mayor

DATE: 2-28-06

ATTEST: [Signature]

TITLE: City Secretary

CITY OF PROSPER, TEXAS

address \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

# Animal Control Only (1/11/06)

## EXHIBIT "B" ANIMAL CONTROL SERVICES BUDGET

| Entity         | Estimated Population<br>1/1/2005, Per COG | Pct of Costs | M & O Costs     | Personnel Costs  | Capital Cost<br>over 5 Years | Total Annual<br>Cost Per<br>Entity |
|----------------|-------------------------------------------|--------------|-----------------|------------------|------------------------------|------------------------------------|
| Celina         | 3,550                                     | 5.31%        | \$3,300         | \$8,346          | \$1,148                      | \$12,794                           |
| Fairview       | 5,050                                     | 7.56%        | \$4,694         | \$11,873         | \$1,633                      | \$18,200                           |
| Lowry Crossing | 1,350                                     | 2.02%        | \$1,255         | \$3,174          | \$437                        | \$4,865                            |
| Melissa        | 2,300                                     | 3.44%        | \$2,138         | \$5,407          | \$744                        | \$8,289                            |
| Princeton      | 3,950                                     | 5.91%        | \$3,672         | \$9,287          | \$1,277                      | \$14,236                           |
| Prosper        | 3,600                                     | 5.39%        | \$3,346         | \$8,464          | \$1,164                      | \$12,974                           |
| Collin County  | 47,000                                    | 70.36%       | \$43,688        | \$110,500        | \$15,198                     | \$169,386                          |
| <b>Totals</b>  | <b>66,800</b>                             |              | <b>\$62,093</b> | <b>\$157,052</b> | <b>\$21,600</b>              | <b>\$240,745</b>                   |

### M & O Costs

|                        |                         |           |               |
|------------------------|-------------------------|-----------|---------------|
| 51-01                  | Office Supplies         | \$        | 3,308         |
| 51-02                  | Computer Supplies       | \$        | 1,126         |
| 51-04                  | Computer Software       | \$        | -             |
| 51-10                  | Lab Supplies            | \$        | 2,671         |
| 51-23                  | Photo Supplies          | \$        | 1,148         |
| 51-41                  | Phone System Supplies   | \$        | 1,840         |
| 51-50                  | Fuel                    | \$        | 13,000        |
| 51-60                  | Small Tools             | \$        | 7,944         |
| 53-10                  | Auto Maintenance        | \$        | 3,000         |
| 55-08                  | Software Maintenance    | \$        | -             |
| 57-95                  | Employee Medical        | \$        | 1,984         |
| 58-01                  | Dues & Subscriptions    | \$        | 1,030         |
| 58-40                  | Uniforms                | \$        | 2,180         |
| 60-20                  | Training                | \$        | 1,000         |
| 60-70                  | Miscellaneous           | \$        | 765           |
| 60-75                  | Cellular Telephone      | \$        | 2,225         |
| 61-01                  | Travel Reimbursement    | \$        | 200           |
| 61-10                  | Education & Conferences | \$        | 7,300         |
| 79-01                  | Office Equipment        | \$        | 1,495         |
| 70-02                  | Computer Equipment      | \$        | 9,877         |
| <b>M &amp; O Total</b> |                         | <b>\$</b> | <b>62,093</b> |

\$

| Personnel              | Salary   | w/ Benefits | Total            |
|------------------------|----------|-------------|------------------|
| ACO (3)                | \$25,293 | \$ 37,953   | \$113,858        |
| Super (1)              | \$29,640 | \$ 43,194   | \$43,194         |
| <b>Personnel Costs</b> |          |             | <b>\$157,052</b> |

|                                                                |                           |                  |
|----------------------------------------------------------------|---------------------------|------------------|
| Vehicles (3<br>trucks + trailer).<br>Useful life of 5<br>years | <b>Total Capital Cost</b> | <b>\$108,000</b> |
|----------------------------------------------------------------|---------------------------|------------------|