

CITY OF ANNA, TEXAS

RESOLUTION NO. 2020-11-821

**A RESOLUTION OF THE CITY OF ANNA, TEXAS APPROVING EXTENSION OF THE AGREEMENTS WITH COLLIN COUNTY FOR ANIMAL CONTROL SERVICES.**

**WHEREAS**, the City Council of the City of Anna, Texas ("City Council") finds that the agreement with Collin County for providing Animal Control Services to the citizens of Anna is worthy of continuation; and

**WHEREAS**, the City Council approves Collin County's amendment to the current Animal Control Services agreement, to include the following fee:

"The total amount for fiscal year 2021: \$52,083.00"

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANNA, TEXAS THAT:**

**Section 1. Recitals Incorporated.**

The recitals above are incorporated herein as if set forth in full for all purposes as set forth in full.

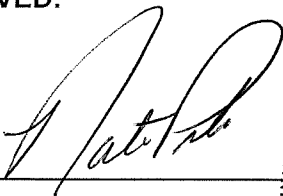
**Section 2. Approval and Authorization of Agreement.**

The City Council hereby approves the extension attached hereto as Exhibit 1 to extend the agreement with Collin County for Animal Control Services, ratifies and approves the City Manager's execution of the same. The City Manager is hereby authorized to execute all documents and to take all other actions necessary to finalize and enforce the animal control agreement with Collin County.


**PASSED AND APPROVED** by the City Council of the City of Anna, Texas on this 10<sup>th</sup> day of November 2020.

**APPROVED:**

**ATTEST:**



Mayor Nate Pike



City Secretary Carrie Land



EXHIBIT "1"

Contract Amendment THIRTEEN (13)

Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, TX 75071  
972-548-4165

Vendor: City of Anna  
PO Box 776  
Anna, TX 75409

Effective Date 10/1/2020  
Contract No. 10094-09  
Contract Interlocal Agreement for Animal Control Services

Awarded by Court Order No.:		2007-896-10-09
Contract Amendment No.:	<u>1</u>	Court Order No. <u>2008-880-10-14</u>
Contract Amendment No.:	<u>2</u>	Court Order No. <u>2009-700-09-14</u>
Contract Amendment No.:	<u>3</u>	Court Order No. <u>2011-003-01-03</u>
Contract Amendment No.:	<u>4</u>	Court Order No. <u>2011-801-10-10</u>
Contract Amendment No.:	<u>5</u>	Court Order No. <u>2013-067-01-28</u>
Contract Amendment No.:	<u>6</u>	Court Order No. <u>2014-082-2-10</u>
Contract Amendment No.:	<u>7</u>	Court Order No. <u>2014-986-12-15</u>
Contract Amendment No.:	<u>8</u>	Court Order No. <u>2016-012-01-04</u>
Contract Amendment No.:	<u>9</u>	Court Order No. <u>2017-027-01-23</u>
Contract Amendment No.:	<u>10</u>	Court Order No. <u>2017-818-10-09</u>
Contract Amendment No.:	<u>11</u>	Court Order No. <u>2019-013-01-07</u>
Contract Amendment No.:	<u>12</u>	Court Order No. <u>2019-1049-11-11</u>
Contract Amendment No.:	<u>13</u>	Court Order No. _____

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

- Item #1 Extension of agreement for a one (1) year period as provided for in section 5.0 of the contract documents. Agreement shall be in effect from October 1, 2020, continuing through and including September 30, 2021.
- Item #2 Total amount for fiscal year 2021: \$52,083.00
- Item #3 Add Force Majeure to Terms and Conditions:  
Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY: J. PROCE  
(Print Name)

CITY OF ANNA  
PO Box 776  
Anna, TX 75409

ACCEPTED AND AUTHORIZED BY  
AUTHORITY OF COLLIN COUNTY  
COMMISSIONERS' COURT

Collin County Administration Building  
2300 Bloomdale Rd, Ste 3160  
McKinney, Texas 75071

SIGNATURE  
TITLE: CITY MGR  
DATE: 11-17-20

Michelle Charnoski, CPPB  
Purchasing Agent  
DATE: \_\_\_\_\_