

**AGREEMENT FOR ANIMAL CONTROL
AND PROTECTION SERVICES**

This agreement made and entered in this 25 day of July, 2016, by and between the **CITY OF MOUNT PLEASANT, TEXAS** (hereinafter called "City") and **TITUS COUNTY, TEXAS** (hereinafter called "County") an Agreement concerning Animal Control and Protection Services, each acting herein by and through its duly authorized officials. The purpose of this Agreement is to increase the efficiency and the effectiveness of the City and County concerning animal control and protection services. This Agreement is entered into by the authority of Chapter 791 "Interlocal Cooperation Contracts", Vernon's Annotated Civil Statutes, Texas Government Code.

WITNESSETH:

WHEREAS, the City of Mount Pleasant operates a department known as Animal Control and Protection, operates and maintains a shelter for dogs and cats, and has personnel certified by the State of Texas as Animal Control Officers; and

WHEREAS, Titus County desires to provide animal protection services for Titus County residents, not within a corporate city limits, this agreement is herein acknowledged and approved.

AGREEMENT

NOW, THEREFORE, in consideration of services provided, it is agreed as follows:

SECTION 1: GENERAL

1. The City will only accept impounded or owner relinquished dogs and cats from County residents who do not live within a corporate city limit in Titus County under this Agreement. (Dogs and cats shall hereinafter be called animals.)
2. County residents will be allowed to relinquish ownership of an animal, upon payment of current and appropriate fees of \$15 for each animal. If an owner requests the animal be euthanized, a \$10 euthanization fee is included in the fee structure. If a county resident finds an animal and delivers it to the shelter, no payment will be required.
3. Employees from the City will not respond outside the incorporated city limits of Mount Pleasant to receive any animal(s) from County officials or residents. Animals must be brought to the shelter at 1500 N. Mulberry by a county official or resident.

4. If the owner of the animal is unknown and a county official delivers the animal to the City shelter, the official will be required to sign a statement to the fact that the owner of the animal is not known, the animal has not bitten any individual, and that the animal is not suspected of having rabies.
5. The County grants permission to the City to euthanize animals seventy-two (72) hours after delivery to the shelter, except when the animal is mortally injured or diseased, whereby the animal will be euthanized upon receipt. An owner of an impounded animal who wishes to redeem said animal shall notify the City within 72 hours after delivery of the animal to the shelter. The owner shall comply with all state and local ordinances, laws, rules and regulations. Prior to redemption of animal by owner, owner must provide proof of current rabies vaccination and pay the City all applicable fees, which shall include current charges for rabies vaccination (if needed), microchip (if needed), and payment of impoundment fees (\$25.00 first day and \$10.00 each subsequent day).
6. Upon receipt of an animal by the City, all state and City of Mount Pleasant ordinances, laws, rules and regulations shall apply to the sheltering, adoption, redemption or euthanization of any animal.
7. Dangerous dogs impounded by a county official or brought to the shelter by a county resident that have bitten an individual will be accepted by the City and held for quarantine purposes only if space allows. If known, the owner of the dog will be responsible for the quarantine and impoundment fees, as well as any specimen submission fees. If the owner is not known, the animal will be euthanized per City policy unless a County official signs a request that the animal continues in quarantine. The animal quarantined will not be released to the owner until all fees are paid to the City by the owner within 5 days of receipt of the animal. If, in the event the owner is unable to pay, refuses to pay City fees, or an official from county requests an animal of an unknown owner continue in quarantine, the County will pay all such related fees to the City.
8. Normal animal shelter operating hours will be 8 a.m. to 5 p.m. Monday – Saturday (excluding city holidays). The City reserves the right to adjust hours in accordance with appropriate facilitation of animal control and protection operations.

SECTION 2: LIMITATIONS

1. The City will accept animals only to the extent that holding pens are available.
2. At such time present facilities are deemed to be inadequate, written notification shall be given to the County and both parties shall seek appropriate alternatives to alleviate inadequacies.

SECTION 3: PAYMENT AND FEES

1. The County shall pay to the City \$3,333.00 monthly for the services provided under this Agreement. Payments shall be made monthly to the City, without demand, on or before the 15th day of each month, beginning on the first payment due date after execution of this agreement by both parties.
2. Unless specifically stipulated, all fees noted are payable to and will be retained by the City of Mount Pleasant.
3. On each October 1 after the execution of this Agreement beginning the following year, the monthly payment rate shall be subject to increase by the average of the Consumer Price Index (CPI) for the proceeding twelve (12) month period. The CPI shall be based on the index entitled "Dallas – Fort Worth" from the U.S. Department of Labor, Bureau of Labor Statistics publication entitled "Southwest Statistical Summary, Consumer Price Index – for all Urban Consumers (CPI-U)."
4. Payments for services under this Agreement must be made from current revenues available to the paying party.

SECTION 4: INDEMNITY AND HOLD HARMLESS

It is specifically understood between the parties that Titus County hereby now agrees, and does specifically agree, to indemnify and hold harmless the City and its employees and volunteers, from any claims, causes of action, lawsuits or fees, from any person, firm or entity arising out of the performance of this contract.

SECTION 5: EFFECTIVE DATE

The effective date of this agreement shall be the 1 day of October, 2016 and shall be automatically renewed annually as to all provisions of this Agreement.

SECTION 6: TERMINATION/ DEFAULT

1. As used herein, default by either party shall mean failure by either party to comply with any term, covenant, or condition of this agreement which continues for a period of sixty (60) days after written notice thereof by City or Titus County, or in the case of a default incapable of being cured within sixty (60) days, the failure to commence such cure within sixty (60) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion. Upon an event of default by one party, the other party may terminate this agreement by giving ten (10) days written notice to the other party and terminating party shall have no further obligations under this Agreement, except the payment of any past due monetary obligations owed to the City of Mount Pleasant.

2. This agreement shall remain in effect unless sixty (60) days written notice is given by either entity to the other.

CITY OF MOUNT PLEASANT

BY: _____
Mayor

ATTEST:

Darleen Denman, Acting City Secretary

TITUS COUNTY, TEXAS

BY: *Byron P. Lee*
County Judge

ATTEST:

 Dyan Newman
County Secretary

