

## MEMORANDUM

**To:** Members of the City Commission

**From:** Lisa Agnor, City Manager

**Date:** November 7, 2016

**Subject:** Approval of an Interlocal Agreement with Harrison County for Animal Shelter Services

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The annual Interlocal Agreement with Harrison County for Animal Shelter Services is attached. This agreement covers the time period of October 1, 2016 to September 30, 2017. The terms of the agreement remain the same as last year.

This agreement was approved by the Harrison County Commissioners Court in their meeting of October 31, 2016.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARSHALL, TEXAS AND  
HARRISON COUNTY, TEXAS FOR ANIMAL SHELTER SERVICES FOR HARRISON  
COUNTY FOR 2016 - 2017**

**STATE OF TEXAS**

**COUNTY OF HARRISON**

THIS AGREEMENT is by and between the City of Marshall, Texas, a Texas Home-Rule Municipality, acting by and through its City Manager, heretofore duly authorized by the City Commission of said City, hereinafter called "City of Marshall" and Harrison County, Texas, and acting by and through its County Judge, hereunto duly authorized by the Commissioners' Court of said County, hereinafter called "Harrison County", upon the terms, provisions and conditions set forth below:

**WHEREAS**, Chapter 791 of the Texas Government Code 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**, the City operates Animal Shelter/Impoundment Services in its normal duties for the purpose of reducing general animal control problems in the City, including but not limited to, 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; and other related services as prescribed by the Texas Health and Safety Code; and

**WHEREAS**, the County has a need for certain Animal Shelter Services and is not equipped to render such services and the County has historically relied on the City to provide such animal shelter services; and

**WHEREAS**, the City's records indicate that Harrison County citizens, residing outside of the city limits of Marshall, delivered, dropped off, or otherwise deposited animals that were impounded at the Marshall Animal Shelter during the year; and

**WHEREAS**, both the City and the County find it mutually desirable to enter into this Agreement to enable the City of Marshall to continue to provide Animal Shelter and Impoundment Services to the citizens of the County and the City;

**NOW, THEREFORE** in consideration of the mutual covenants hereinafter set forth, the County and City agree:

1. City of Marshall, through the Marshall Police Department, Animal Control Division, agrees to furnish animal shelter services to the citizens of Harrison County, Texas, for a period of one (1) year, beginning October 1, 2016 and ending September 30, 2017, in accordance with the terms, provisions and conditions as set forth below.

2. The City shall secure and hold certification with the State Health Department for animal control and quarantine services, as evidence of qualification.

3. In consideration of the Animal Shelter services to be provided by the City of Marshall pursuant to this agreement, Harrison County agrees to pay, to the City of Marshall the total sum of \$39,100.00. The cash sum shall be paid to the City of Marshall in twelve (12) equal monthly installments of \$3,258.33. These funds paid by the County must be used by the City of Marshall to operate and maintain the Marshall Animal Shelter and the services provided at that facility.

4. The City of Marshall will furnish and operate an animal shelter facility within the corporate city limits of Marshall for use by Harrison County and City of Marshall residents. The City of Marshall shall provide equipment, at its facility, for deposit of loose, stray or unwanted domestic pets by Harrison County and City of Marshall residents, with such equipment located in a manner as to allow for twenty-four (24) hour placement until disposition. In addition, the City of Marshall Animal Control Division will perform such duties as required within Harrison County to assure proper impoundment of suspected rabid domestic pets or other cats or dogs that have been legally impounded by the Harrison County Animal Control authority. The City's Animal Shelter Services do not include trapping nuisance animals, removal of deceased animals or conducting cruelty investigations.

5. The City, except as otherwise provided in this Agreement, shall have the sole control, administration, and direction of policies and operations of the Marshall Animal Shelter.

6. No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of its execution of this Agreement and performance to the covenants contained herein. Each party specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

7. This agreement shall be for a period of one (1) year, beginning October 1, 2016 and ending September 30, 2017.

8. It is understood and agreed by and between the City and County that either party to this agreement shall have the right to cancel this agreement on the 1<sup>st</sup> day of each month during the term covered by this Agreement, provided that the party desiring to cancel the same shall notify the other party in writing of its desire to cancel this agreement at least sixty (60) days before the desired date of cancellation of same.

WITNESS THE EXECUTION HEREOF, in duplicate, this \_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

CITY OF MARSHALL

BY: \_\_\_\_\_  
Elaine Altman, City Secretary

BY: \_\_\_\_\_  
Lisa Agnor, City Manager

ATTEST:

HARRISON COUNTY

BY: \_\_\_\_\_  
Patsy Cox, County Clerk

BY: \_\_\_\_\_  
Hugh Taylor, County Judge