

**INTERLOCAL CO-OPERATION AGREEMENT**  
**FOR**  
**OPERATION AND MAINTENANCE OF**  
**CITY/COUNTY ANIMAL CONTROL FACILITY**

THIS AGREEMENT is made and entered into by and between the COUNTY OF SOMERVELL, hereinafter referred to as "County" and the CITY OF GLEN ROSE, a general law city, located in Somervell County, Texas, hereinafter referred to as "City."

**RECITALS**

**WHEREAS**, County and City are currently parties to an interlocal agreement for animal control services; and

**WHEREAS**, the term of said agreement will expire September 30, 2014; and

**WHEREAS**, County and City agree that the need for animal control services within the entire County is beneficial to both County and City, and should be continued; and

**WHEREAS**, in 1999 City provided the land, and County and City shared the initial cost of construction of an animal control facility; and

**WHEREAS**, County and City wish to make provisions setting out and restating the rights and obligations of each of the parties hereto in connection with such an agreement;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City hereby agree as follows:

1. City agrees to provide services to County in connection with the pick-up of lost, stray or homeless animals within the portions of the County which lie outside the corporate city limits of City, to house and dispose of said animals in accordance with City's established rules.
2. The term of this agreement shall be for a period of one (1) year, beginning October 1, 2014 and ending on September 30, 2015.
3. In exchange for services provided by City to County, County agrees to pay to City the sum of \$57,000.00 for the term of the agreement.
4. City agrees that it shall be the party solely responsible for the operation and maintenance (including the hiring and staffing of necessary personnel) of the facility. County shall not be deemed to be the employer of any personnel hired to operate the facility, and as such shall not be liable for salaries, insurance, supervision, etc. of such personnel. County's only obligation in connection with such facility shall be to pay its fee to the City as agreed herein.
5. City will not provide pick-up on holidays, weekends or after working hours unless directed by the Sheriff's Department in an emergency situation. City will not require the assistance or participation of the Sheriff's Department during standard working hours.

Having been approved by the Glen Rose City Council and the Somervell County Commissioners Court, this agreement is hereby:

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF GLEN ROSE**

**SOMERVELL COUNTY**

By: \_\_\_\_\_  
Dennis Moore, Mayor

By: \_\_\_\_\_  
Mike Ford, County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
Angie Wade, City Secretary

\_\_\_\_\_  
Candace Garrett, County Clerk