

INTERLOCAL AGREEMENT  
FOR COMBINED ANIMAL CONTROL AND  
ANIMAL SHELTER SERVICES FOR THE CITIES OF  
KELLER, SOUTHLAKE AND COLLEYVILLE

THE STATE OF TEXAS     )(

COUNTY OF TARRANT     )(

THIS ("AGREEMENT"), is made and entered into by the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), the CITY OF SOUTHLAKE, TEXAS a Home Rule municipal corporation, ("SOUTHLAKE"), and the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE") each acting by and through its duly appointed and authorized city managers:

WITNESSETH:

WHEREAS, KELLER, SOUTHLAKE, and COLLEYVILLE desire to enter into this Agreement to combine Animal Control and Animal Shelter Services to deliver these key public safety services at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, KELLER has the facilities and personnel available to perform these services for the three cities; and

WHEREAS, all payments for Animal Control and Animal Shelter Services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, KELLER, SOUTHLAKE and COLLEYVILLE have concluded that this Agreement fairly compensates the performing party for the Animal Control and Animal Services being provided hereunder; and

WHEREAS, the respective City Councils of KELLER, SOUTHLAKE and COLLEYVILLE believe that this Agreement is in the best interests of KELLER, SOUTHLAKE and COLLEYVILLE; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act"); and

WHEREAS, the City Councils, as the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE wish to approve this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, KELLER, SOUTHLAKE AND COLLEYVILLE HEREBY AGREE TO THE FOLLOWING:**

- Section 1. **Recitals.** All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term.** This Agreement shall be for an initial term of ten (10) years commencing on October 1, 2012, and ending September 30, 2022, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto and for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)
- Section 3. **Scope of Services to be provided by KELLER.** KELLER hereby agrees to perform the following:
- a. On October 1, 2012, KELLER, SOUTHLAKE and COLLEYVILLE will merge Animal Control and Animal Shelter Services at the KELLER Police Department and KELLER shall provide all such Animal Control and Animal Shelter Services for SOUTHLAKE and COLLEYVILLE. The Animal Control and shelter personnel will be KELLER employees and will be under the supervision and control of the KELLER Chief of Police or the Chief of Police's authorized designee. The Animal Control Services and Animal Shelter will be identified as the KELLER/SOUTHLAKE/COLLEYVILLE Regional Animal Control and Regional Animal Shelter until such time another suitable name is selected by the parties. KELLER shall at all times maintain sufficient staff to perform the Animal Control and Shelter Services it provides under this agreement. Animal Control and Shelter Services shall mean all the functions that are customary and reasonable and shall include at a minimum the following:
1. The enforcement of State Animal Laws and City Ordinances of the respective cities relating to domestic animals;
  2. Answer calls from KELLER, SOUTHLAKE, and COLLEYVILLE citizens regarding lost, stray, and vicious dogs and cats and respond to the complaints in a timely manner;
  3. Conduct bite and/or dangerous animal investigations and properly document the incidents as required by policy, ordinance or other applicable law, including designating an animal as dangerous where applicable;
  4. Respond to wildlife and domestic livestock problems that are causing an immediate danger or concern, including but not limited to pickup, handling and disposal of sick, injured and dead animals;
  5. Assist the public in trapping small wildlife that are causing a concern to the safety and welfare of the citizens;
  6. Respond to the seasonal feral pig problem that exists in Southlake, including but not limited to baiting and clearing the traps as needed;
  7. Provide an "on-call" Animal Control Officer during non-business hours that will respond to serious animal-related public safety or animal welfare concerns that cannot be handled by a police officer;
  8. Explain Animal Control Laws to the public when requested, including school or public appearances;

9. Collaborate with state and local agencies on rabies control and quarantine of animals suspected of having rabies;
  10. Operate an animal shelter for cats and dogs that are captured as strays, quarantined, vicious, or surrendered by citizens of Keller, Southlake and Colleyville in compliance with all applicable state and county regulations and laws, emphasizing modern adoption strategies; and
  11. Maintain documentary records of all activity relating to operating all Animal Control and Shelter Services described herein according to industry standard.
- b. KELLER shall make a conditional offer of employment to the Animal Control Officers currently employed by the cities of SOUTHLAKE and COLLEYVILLE on or before September 1, 2012, for employment with KELLER to become effective on the merger date of October 1, 2012, contingent upon the SOUTHLAKE and COLLEYVILLE employees passing a KELLER pre-employment drug screen. KELLER shall place the SOUTHLAKE and COLLEYVILLE Animal Control Officers on the KELLER pay scale at the amount closest to their current hourly base rate at SOUTHLAKE and COLLEYVILLE. In addition to the salaries referenced above, as long as this Agreement is in force, Keller shall also pay all Animal Control Officers an annual \$3,000 regional Animal Control Officer stipend, paid on a bi-weekly interval.
  - c. KELLER shall provide SOUTHLAKE and COLLEYVILLE monthly service reports detailing the number of service calls in their respective communities along with the tally of animals impounded and adopted, and any other statistical reports requested by SOUTHLAKE and COLLEYVILLE capable of being provided by the CRIMES records management program and Shelter Pro Animal Services Software.
  - d. KELLER shall provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide Animal Control and Shelter services to SOUTHLAKE and COLLEYVILLE, including providing and administering all employee policies and procedures.
  - e. KELLER will form a standing committee consisting of one (1) SOUTHLAKE Department of Public Safety employee selected by the Director of the SOUTHLAKE Department of Public Safety, one (1) KELLER employee selected by the KELLER Chief of Police, and one (1) COLLEYVILLE employee selected by the COLLEYVILLE Chief of Police to address operational and policy decisions related to the operation of the Regional Animal Control Services and Shelter.
  - f. KELLER shall establish an enterprise fund designated to defray the costs of operating Animal Control and Shelter Services for each of the participating cities, deposit into such fund all cat and dog annual registration fees and associated shelter and adoption fees collected by or for each of the participating cities, and apply all such deposited funds to the designated purpose. KELLER shall provide an annual accounting report of the funds collected, the amounts deposited into

such enterprise fund, and the expenditures from such fund to SOUTHLAKE and COLLEYVILLE.

- g. KELLER agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **SOUTHLAKE Obligations.** SOUTHLAKE agrees to perform the following:

- a. Pay the sums described as SOUTHLAKE's obligations in Section 6, below.
- b. Cooperate with KELLER to have the SOUTHLAKE City Council adopt ordinances that are similar with KELLER and COLLEYVILLE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to Keller for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the SOUTHLAKE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by SOUTHLAKE, including the Officer's portable radio.
- e. Reimburse KELLER for any overtime related to the response to the seasonal feral pig problem in SOUTHLAKE, after KELLER provides SOUTHLAKE with the proper documentation;

Section 5. **COLLEYVILLE Obligations.** COLLEYVILLE agrees to perform the following:

- a. Pay the sums described as Colleyville's obligations in Section 6 below.
- b. Cooperate with KELLER to have the COLLEYVILLE City Council adopt ordinances that are similar with KELLER and SOUTHLAKE so the Animal Control Officers will have a uniform set of laws to apply and enforce.
- c. Agree that all cat and dog annual registration fees and associated shelter and adoption fees shall be retained or paid to KELLER for deposit in an enterprise fund that will be designated and applied to defray the costs of operating Animal Control and Shelter Services for each of the participating cities.
- d. Allow the COLLEYVILLE Animal Control Officer to bring to KELLER the small tools and equipment currently issued to the Officer by COLLEYVILLE, including the Officer's portable radio.

Section 6. **Payments for Services Performed.**

- a. SOUTHLAKE and COLLEYVILLE will each make an annual payment to KELLER for the operation of the Animal Control and Shelter Services, in accordance with KELLER'S Fiscal Year Police Department Operating budgeted amount for Animal Control and operation of the Animal Shelter.

- b. For the first year of this Agreement, SOUTHLAKE's payment will be Sixty-Six Thousand Five Hundred and Forty-Two Dollars (\$66,542) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 26% cost share of all Animal Control Services and 15% cost share of the expenses to operate the Animal Shelter.)
- c. For the first year of this agreement, COLLEYVILLE's payment will be Sixty Thousand Two Hundred and Eighty-Eight Dollars (\$60,288) to KELLER for Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. (This payment represents a 24% cost share of all Animal Control Services and 10% cost share of the expenses to operate the Animal Shelter.)
- d. The parties agree that the payment amounts will be adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the KELLER City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.
- e. The payment amounts referenced above will be calculated by multiplying the budgeted amounts by a cost share factor or percentage to be calculated as provided herein. The Animal Control Expenses cost share factor for each participating city will be the number of calls for service recorded in the CRIMES CAD system for each respective city divided by the total number of calls for service recorded in the CRIMES CAD system for all the participating cities combined. The Animal Shelter cost share factor for each participating city will be the number of impounded cats and dogs for each respective city divided by the number of impounded cats and dogs for all the participating cities combined.
- f. For the initial three (3) years of this agreement the cost share factor for SOUTHLAKE will be fixed at 26% for Animal Control Expenses and 15% for Animal Shelter Expenses, and the cost share factor for COLLEYVILLE will be fixed at 24% for Animal Control Expenses and 10% for Animal Shelter Expenses. Adjustments to these percentages will be made every three years using an average from the preceding three years of data.
- g. All payments for Animal Control and Shelter Services shall be paid by SOUTHLAKE and COLLEYVILLE to KELLER in four (4) equal installments due on the 1<sup>st</sup> day of each calendar quarter beginning October 1, 2012 in advance of the services performed by KELLER for SOUTHLAKE and COLLEYVILLE for each subsequent calendar quarter of KELLER'S fiscal year and continuing thereafter throughout the term of the Agreement.
- h. The parties anticipate that KELLER will construct a new Animal Shelter/Adoption Center at the KELLER police facility at 330 Rufe Snow Drive. The project is scheduled to be completed on or about October of 2014. The facility is planned to be a 9,400 square foot facility. The parties agree that the additional construction cost to make it a regional facility to serve the cities of SOUTHLAKE and COLLEYVILLE, for purposes of this Agreement, is \$400,000. As part of the yearly operating budget for Animal Control and Shelter Services, Keller will assess this additional construction cost, amortized over 20 years (i.e. \$20,000 each year), to SOUTHLAKE and COLLEYVILLE through a Capital Cost Payment, with Southlake paying 60% annually (\$11,000) and

Colleyville paying 40% annually (\$9,000). The payment of this capital cost will insure that the cities of SOUTHLAKE and COLLEYVILLE will always be guaranteed space for dog and cats for their respective cities throughout the term of this agreement.

- i. Should another city wish to participate in the Regional Animal Control and Shelter Services effort, KELLER, SOUTHLAKE, and COLLEYVILLE would have to agree to make the requesting city a member of the Regional Animal Control and Shelter Services and calculate the new cost share formulas and amend this Interlocal Agreement. In such event, the fees collected by or on behalf of KELLER, SOUTHLAKE, and COLLEYVILLE for animal control services shall continue to be deposited in the above-described enterprise fund and considered revenue which will be credited towards expenses of operating the Animal Shelter.
- j. KELLER shall notify SOUTHLAKE and COLLEYVILLE of the anticipated costs of the Animal Control and Shelter Services and general and administrative charges by May 30 of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the KELLER City Council adopts the KELLER annual budget, but shall not exceed the estimate by more than 5%. The annual cost increase for SOUTHLAKE and COLLEYVILLE under this Agreement shall not exceed the percentage increase of the KELLER Police Department's annual operating budget.
- k. In the event the SOUTHLAKE and COLLEYVILLE City Councils fail or refuse to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of KELLER.

**Section 7. Cancellation.**

- a. SOUTHLAKE and/or COLLEYVILLE shall have the right to terminate, based on the provisions of this Agreement, if KELLER breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from SOUTHLAKE and or COLLEYVILLE. If the Agreement is terminated under this paragraph, KELLER shall be entitled to retain money already received prorated to the period from the last payment until the date of breach, and shall refund the remainder to SOUTHLAKE and or COLLEYVILLE.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice to KELLER at least twenty-four (24) months prior to the beginning of the next Fiscal Year, i.e., October 1. All payments by SOUTHLAKE and or COLLEYVILLE to KELLER shall continue until the cancellation date or as mutually agreed to by both parties. Should either SOUTHLAKE or COLLEYVILLE choose to cancel this Agreement the remaining city can choose to continue the Agreement with KELLER with new cost sharing formulas developed at that time and mutually agreed upon.

Section 8.       **Notices.**   All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

**KELLER**

Steve Polasek, Interim City Manager  
City of Keller  
P.O. Box 770  
Keller, TX 76244

**SOUTHLAKE**

Shana Yelverton, City Manager  
City of Southlake  
1400 Main Street  
Southlake, TX 76092

**COLLEYVILLE**

Jennifer Fadden, City Manager  
City of Colleyville  
100 Main Street  
Colleyville, TX. 76034

Section 9.       **Dispute Resolution.**

- a.     All issues regarding the performance of Animal Control and Animal Shelter services shall first be brought directly to the attention of the KELLER Chief of Police or his authorized designee. Immediate performance complaints or concerns should be addressed by communicating the problem to the on-duty police supervisor.
- b.     In order to ensure an effective relationship between the parties and to provide the best possible public services, the City Managers of KELLER, SOUTHLAKE and COLLEYVILLE shall first attempt to amicably resolve any questions arising under this Agreement.
- c.     Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties agree to the appointment of a mediator certified by the courts of Tarrant County to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 10.      **Venue.**   This agreement is performable in Tarrant County, Texas, and venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to the completion of mediation in accordance with Section 9.

Section 11.      **Independent Contractor.** The parties mutually agree that KELLER is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of KELLER in no way are to be considered employees of SOUTHLAKE or COLLEYVILLE. The employment rights of KELLER personnel assigned under this agreement will not be abridged.

Section 12.      **Indemnity.**

- a.     To the extent allowed by law, KELLER hereby agrees to indemnify and otherwise hold harmless SOUTHLAKE and COLLEYVILLE, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation

or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to KELLER's performance of services under this agreement, including any intentional or negligent acts or omissions of KELLER's officials, officers, agents or employees relating to or arising out of the performance of the services.

- b. KELLER, SOUTHLAKE AND COLLEYVILLE each agree to accept full responsibility for the actions of their own officers, agents and employees in the performance of Animal Control Services under this agreement, and each party hereby agrees to release and hold harmless and, to the extent allowed by law, indemnify the other parties, their officers, agents and employees, in both their public and private capacities, against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the performance of Animal Control services, or in the performance or use of Animal Shelter services or facilities under this Agreement.

Section 13. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.

Section 14. **No Third-Party Beneficiaries.** By entering into this Agreement, KELLER, SOUTHLAKE and COLLEYVILLE do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto, except that the parties' officers, agents and employees are intended beneficiaries of Section 12 above.

Section 15. **Jurisdiction.** By this agreement, SOUTHLAKE AND COLLEYVILLE grants full and complete authorization and jurisdiction to KELLER Animal Control Officers for the enforcement of all applicable state and municipal laws and ordinances involving domestic animal control within the participating cities' city limits, including the authority to issue citations and to make appearances in the participating cities' respective municipal courts of record.

Section 16. **Natural Disasters and Casualty Losses.** KELLER will fully insure the Regional Animal Shelter and associated personal property against damage due to a natural or a man-made disaster, either through KELLER's private insurance carrier or through a program of self-insurance. In the event that the Regional Animal Shelter is damaged due to a natural or a manmade disaster and is rendered unusable, KELLER will promptly commence to repair or rebuild the Regional Animal Shelter or construct a similarly sized and equipped new facility, and, in the interim, shall have a contingency plan to continue to provide the services KELLER is to provide under this Agreement at another facility within Northeast Tarrant County, at no additional cost to the other participating cities.



**FISCAL YEAR 2012/2013**  
**COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET**  
**And GENERAL AND ADMINISTRATIVE CHARGES**  
**FOR SERVICES TO THE CITY OF SOUTHLAKE.**

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL  
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

Animal Control	\$225,434
Animal Shelter Expenses	\$ 20,547
Includes three (3) full-time employee equivalents (FTEs), and one (1) part-time equivalent; operations, building capital and maintenance costs.	

<u>Annual Service Level for Animal Control at 26% cost share</u>	\$ 58,613
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<u>Annual Service Level for Animal Shelter at 15% cost share</u>	\$ 3,082
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GENERAL AND ADMINISTRATIVE CHARGES (1)	<u>\$ 4,847</u>
Includes services of Police Administration and Human Resources.	

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13	<u><u>\$ 66,542</u></u>
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- (1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:
- |                       |      |
|-----------------------|------|
| Police Administration | 1 %  |
| Human Resources       | 0.4% |

**FISCAL YEAR 2012/2013  
COMBINED ANIMAL CONTROL AND ANIMAL SHELTER BUDGET  
And GENERAL AND ADMINISTRATIVE CHARGES  
FOR SERVICES TO THE CITY OF COLLEYVILLE.**

OPERATING BUDGET FOR KELLER/SOUTHLAKE/COLLEYVILLE ANIMAL  
CONTROL AND ANIMAL SHELTER FISCAL YEAR 2012/2013

Animal Control	\$225,434
Animal Shelter Expenses	\$ 20,547
Includes three (3) full-time employee equivalents (FTEs), and one (1) part-time equivalent; operations, building capital and maintenance costs.	

<u>Annual Service Level for Animal Control at 24% cost share</u>	\$ 54,104
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<u>Annual Service Level for Animal Shelter at 10% cost share</u>	\$ 2,055
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GENERAL AND ADMINISTRATIVE CHARGES (1)	<u>\$ 4,129</u>
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Includes services of Police Administration and  
Human Resources

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13	<u><u>\$ 60,288</u></u>
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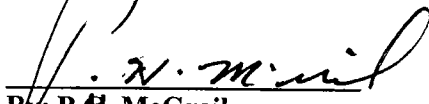
- (1) PERCENT (%) OF RESPECTIVE ANNUAL  
OPERATING BUDGET USED:
- |                       |      |
|-----------------------|------|
| Police Administration | 1 %  |
| Human Resources       | 0.4% |


Section 15. **Renewal and Amendment.** Annually, at the time the cost for Animal Control and Shelter services are re-calculated, this Agreement will be reviewed by all parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE.

Section 16. This Agreement has been approved by the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE respectively. The execution of this Agreement has been authorized by an act of the governing bodies of KELLER, SOUTHLAKE and COLLEYVILLE at a duly called and posted meeting.


IN WITNESS WHEREOF, we have hereunto set our hands this 5<sup>th</sup> day of September, 2012, in duplicate originals.

CITY OF KELLER, TEXAS

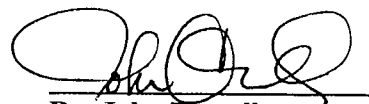
  
By: P. H. McGrail  
Mayor

  
By: Steve Polasek  
City Manager

ATTEST:

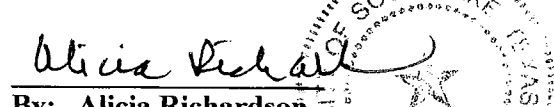
  
By: Sheila Stephens  
City Secretary


CITY OF SOUTHLAKE, TEXAS

  
By: John Terrell  
Mayor

  
By: Shana Yelverton  
City Manager

ATTEST:

  
By: Alicia Richardson  
City Secretary



CITY OF COLLEYVILLE, TEXAS

  
By: David Kelly  
Mayor

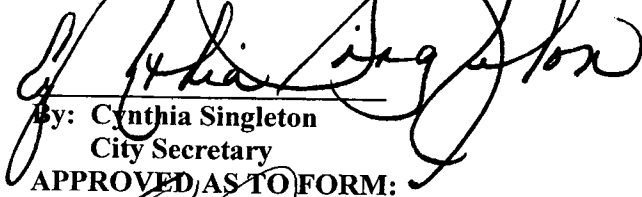
Colleyville City Council

AUG 07 2012

Approved

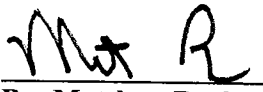
  
By: Jennifer Fadden  
City Manager


ATTEST:

  
By: Cynthia Singleton  
City Secretary

APPROVED AS TO FORM:

  
By: L. Stanton Lowry  
City Attorney for Keller

  
By: Matthew Boyle  
City Attorney for Colleyville

  
By: Allen Taylor  
City Attorney for Southlake