

## INTERLOCAL COOPERATION CONTRACT

Pursuant to provisions of Chapter 791, Interlocal Cooperation Contracts, Section 791.011, Texas Government Code, this INTERLOCAL COOPERATION CONTRACT ("Contract") is entered into by and between WOOD COUNTY, TEXAS ("County") acting herein by and through its duly elected and qualified County Judge as hereto authorized by action of the Commissioners Court of Wood County, Texas, and the CITY OF MINEOLA ("City") acting herein and through its duly elected and qualified Mayor as hereunto authorized by action of the City Council of said City, effective as of the date both governing bodies have approved this Contract and for a term to expire on September 30, 2021. County and City agree as follows:

The City will euthanize up to five (5) animals per week at the rate of \$35 per animal for the County. The City will only hold animals from the County if space is available. The County will hold animals until space becomes available.

The County will provide a freezer for the use of storing euthanized animals. The County's Animal Control Officer will also need to assist in euthanization of animals brought in by the County.

The City shall submit to the County a detailed invoice for the services provided and the amount expended not to exceed \$35.00 per animal. Upon approval of the work performed by the City, the County shall remit payment to the City within 30 days of the date of the invoice.

### *General Provisions*

1. Payments. Any payment made by either for any services provided pursuant to this Contract shall be made out of current revenues available for the entity as required by the Inter-local Cooperation Act.

2. Severability Clause. If any portion of this Contract or the application thereof to any person or circumstance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and shall continue to be enforceable in accordance with its terms.
3. Notices. Notices under this Contract shall be addressed to the parties indicated at the end of this Contract, or changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. Mail, post pre-paid, certified mail, return receipt requested.
4. Hold Harmless. Wood County shall save and keep the City of Mineola harmless from any and all liability and damages which may be occasioned by the furnishing of the above services by the City, except to the extent that such liability or damages results from the gross negligence of the City.
5. Entire Agreement. This Contract represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties and approved by the governing bodies.

**AGREED TO BY EACH OF THE UNDERSIGNED AS FOLLOWS:**

**WOOD COUNTY, TEXAS**

By: \_\_\_\_\_

Judge Lucy M. Hebron

Dated: \_\_\_\_\_, 2020

**CITY OF MINEOLA**

By: \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_, 2020