

City of Fayetteville Staff Review Form

City Council Agenda Items  
and  
Contracts, Leases or Agreements

4/17/2012

City Council Meeting Date  
Agenda Items Only

Justine Middleton  
Submitted By

Community Services  
Division

Development Services  
Department

Action Required:

Approval of the 2012 Interlocal Sheltering agreements with Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland, and West Fork.

Cost of this request	\$ -	Category / Project Budget	Program Category / Project Name
Account Number	\$ -	Funds Used to Date	Program / Project Category Name
Project Number	\$ -	Remaining Balance	Fund Name

Budgeted Item

Budget Adjustment Attached

*Chr. In*  
Department Director

3/27/12  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

*Dr. Kelly*  
City Attorney

3/28/12  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul a. Beeh*  
Finance and Internal Services Director

3-28-2012  
Date

Received in City Clerk's Office 03-27-12 P04:44 RCVD  
*Kim G.*

*Don Man*  
Chief of Staff

4-2-12  
Date

Received in Mayor's Office  
ENTERED 3/28/12  
*ET*

*Fronell Jordan*  
Mayor

4/3/12  
Date

Comments: staff recommends approval of the interlocal agreements

**CITY COUNCIL AGENDA MEMO**

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**To:** City Council

**Thru:** Yolanda Field, Dir. Community Services; Jeremy Pate, Dir. Community Development

**From:** Justine Middleton, Animal Services Superintendent

**Date:** March 27, 2012

**Subject:** Approval of 2012 Interlocal Sheltering Agreements

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**PROPOSAL:**

Previous Interlocal Sheltering Agreements expired December 31, 2011. We drafted an agreement to provide sheltering services to the smaller municipalities in Washington County on a month to month basis until the new County Shelter opens later this year. The municipalities covered under these agreements are: Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland, and West Fork.

**RECOMMENDATION:**

Staff recommends approval of the Interlocal Sheltering Agreements.

**BUDGET IMPACT:**

Revenue of \$75 per animal that is brought into the Shelter by each municipality until the Count Shelter opens

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION APPROVING 2012 INTERLOCAL ANIMAL SHELTERING AGREEMENTS WITH THE CITIES OF ELM SPRINGS, ELKINS, GOSHEN, TONTITOWN, WINSLOW, FARMINGTON, GREENLAND AND WEST FORK

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves 2012 interlocal animal sheltering agreements with the cities of Elm Springs, Elkins, Goshen, Tontitown, Winslow, Farmington, Greenland and West Fork.

**PASSED and APPROVED** this 17<sup>th</sup> day of April, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF ELM SPRINGS, ARKANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF Elm Springs, ARKANSAS**, concerning the provision of animal sheltering services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of Fayetteville and City of **Elm Springs**; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Elm Springs.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Elm Springs citizens and designated animal control officers.

**Article II**

The City of Elm Springs agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Elm Springs shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Elm Springs monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

#### **Article IV**

This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of Elm Springs in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Elm Springs enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of Elm Springs shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Elm Springs under the Constitution and Statutes of the State of Arkansas.

#### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

#### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Elm Springs have executed this Agreement on or as of the date first written above.

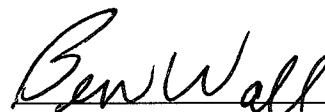
**CITY OF FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
LIONELD JORDAN, Mayor

ATTEST:

\_\_\_\_\_  
SONDRA SMITH, City Clerk

**CITY OF ELM SPRINGS, ARKANSAS**

  
\_\_\_\_\_  
BEN WALL, Mayor

ATTEST:

  
\_\_\_\_\_  
GLENDA PETTUS, Treasurer

RESOLUTION NO. 2012- 01

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF ELKINS, ARKANSAS AND THE CITY OF FAYETTEVILLE, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF ELKINS, UNTIL WASHINGTON COUNTY BEGINS PROVIDING THOSE SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELKINS, ARKANSAS:

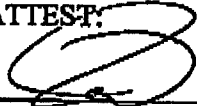
Section 1: That the City Council of the City of Elkins, Arkansas hereby approves a contract between Fayetteville, Arkansas and the City of Elkins, whereby Fayetteville will provide animal sheltering services to Elkins until the Washington County sheltering agreement actually goes into effect. A copy of the Contract with Fayetteville, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2: That the City Council of the City of Elkins, Arkansas hereby authorizes the Mayor and the Recorder-Treasurer, to execute the Contract with Fayetteville, and to make payment pursuant to the terms of Exhibit A.

PASSED and APPROVED this 16<sup>th</sup> day of February, 2012.

  
L. BRUCE LEDFORD, Mayor

ATTEST:

  
\_\_\_\_\_  
JASON BATHON, Recorder-Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF ELKINS, ARKANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF ELKINS, ARKANSAS**, concerning the provision of animal sheltering services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of Fayetteville and City of Elkins; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Elkins.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Elkins citizens with letter from Elkins City Official and designated animal control officers.

**Article II**

The City of Elkins agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Elkins shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Elkins monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

**Article IV**



This agreement may be terminated upon thirty (30) days written notice

#### Article V

The City of Fayetteville agrees to provide assistance to the City of Elkins in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### Article VI

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate when the Washington County Animal Shelter begins accepting animals. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### Article VII

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### Article VIII

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### Article IX

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### Article X

The City of Elkins shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise

compromise that immunity afforded the City of Fayetteville or the City of Elkins under the Constitution and Statutes of the State of Arkansas.

**Article XI**

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

**Article XII**

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Elkins have executed this Agreement on or as of the date first written above.

**CITY OF FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
Lioneld Jordan, Mayor

**ATTEST:**

\_\_\_\_\_  
Sondra Smith, City Clerk

**CITY OF ELKINS, ARKANSAS**

*Bruce Ledford*  
\_\_\_\_\_  
Bruce Ledford, Mayor

**ATTEST:**

*Jason Bathon*  
\_\_\_\_\_  
Jason Bathon, Treasurer

RESOLUTION NO. 2012-1

RESOLUTION APPROVING INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS  
AND THE CITY OF GOSHEN, ARKANSAS

WHEREAS, the Cities of Fayetteville and Goshen, Arkansas have previously entered into an interlocal agreement regarding the provision of animal sheltering services; and

WHEREAS, Ark. Code Ann. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and


WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and the City of Goshen; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to the City of Goshen.

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE CITY OF GOSHEN, ARKANSAS that the interlocal agreement attached hereto is approved and that the Mayor and City Recorder are authorized and directed to execute said interlocal agreement for animal sheltering services

PASSED AND APPROVED THIS 14<sup>th</sup> day of February, 2012.

CITY OF GOSHEN

  
\_\_\_\_\_  
Joe Benson, Mayor

Attest:

  
\_\_\_\_\_  
Sharon Baggett, Recorder/Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF GOSHEN, ARKANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF GOSHEN, ARKANSAS**, concerning the provision of animal sheltering services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of Fayetteville and City of Goshen; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Goshen.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Goshen citizens and designated animal control officers.

**Article II**

The City of Goshen agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Goshen shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Goshen monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

#### **Article IV**

This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of Goshen in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Goshen enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of Goshen shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise

compromise that immunity afforded the City of Fayetteville or the City of Goshen under the Constitution and Statutes of the State of Arkansas.

### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Goshen have executed this Agreement on or as of the date first written above.

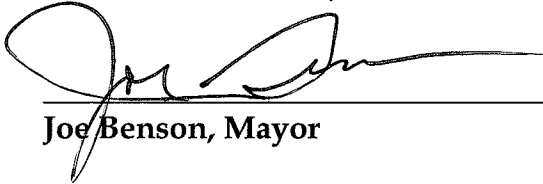
**CITY OF FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

**CITY OF GOSHEN, ARKANSAS**

  
\_\_\_\_\_  
Joe Benson, Mayor

ATTEST:

  
\_\_\_\_\_  
Sharon Baggett, Treasurer



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF TONTITOWN, ARKANSAS**

THIS AGREEMENT is entered into this 7<sup>th</sup> day of Feb,  
2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF  
TONTITOWN, ARKANSAS**, concerning the provision of animal sheltering  
services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes  
public entities to enter into agreements to provide governmental services to the  
mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of  
Fayetteville and City of Tontitown; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to  
provide animal sheltering services to City of Tontitown.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the  
parties contained herein and other good and valuable consideration, the parties  
agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals  
delivered to its shelter, located at 1640 Armstrong Avenue, in the City of  
Fayetteville, by Tontitown citizens and designated animal control officers.

**Article II**

The City of Tontitown agrees to comply with the Fayetteville Animal  
Shelter's Operating Policy during the term of this Agreement, and understands that  
the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Tontitown shall pay the City of Fayetteville \$75.00 per animal  
delivered for sheltering services. The City of Fayetteville shall invoice the City of  
Tontitown monthly by the 15th of the month following the provision of said  
services. Payments shall be due on or before the first day of each month following  
receipt of the City of Fayetteville's invoice.

**Article IV**



This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of Tontitown in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Tontitown enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of Tontitown shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or





otherwise compromise that immunity afforded the City of Fayetteville or the City of Tontitown under the Constitution and Statutes of the State of Arkansas.

#### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

#### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Tontitown have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

\_\_\_\_\_  
LIONELD JORDAN, Mayor

ATTEST:

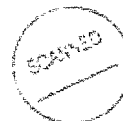
\_\_\_\_\_  
SONDRA SMITH, City Clerk

CITY OF TONTITOWN, ARKANSAS

  
\_\_\_\_\_  
TOMMY GRANATA, Mayor

ATTEST:

  
\_\_\_\_\_  
TAMMIE KISNER, Treasurer



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF WINSLOW, ARKANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF WINSLOW, ARKANSAS**, concerning the provision of animal sheltering services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of Fayetteville and City of Winslow; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Winslow.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Winslow citizens and designated animal control officers.

**Article II**

The City of Winslow agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Winslow shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Winslow monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

#### **Article IV .**

This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of Winslow in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of Winslow enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of Winslow shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Winslow under the Constitution and Statutes of the State of Arkansas.

#### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

#### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of Winslow have executed this Agreement on or as of the date first written above.

CITY OF FAYETTEVILLE, ARKANSAS

\_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

CITY OF WINSLOW, ARKANSAS

  
\_\_\_\_\_  
Randy Jarnagan, Mayor

ATTEST:

  
\_\_\_\_\_  
Mary Bromley, Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF FARMINGTON, ARKANSAS**

THIS AGREEMENT is entered into this 13<sup>th</sup> day of February, 2012, by and between the CITY OF FAYETTEVILLE, and the CITY OF FARMINGTON, ARKANSAS, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of Farmington; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Farmington.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Farmington citizens and designated animal control officers.

**Article II**

The City of Farmington agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance with its policy by providing a written 30 day notice of cancellation to the Mayor of the City of Farmington. If within the 30 day period, the City of Farmington fails to be in compliance with the operating policy, this agreement is terminated, the City of Fayetteville is no longer obligated under the terms of this agreement, and the City of Farmington is not obligated for the remaining monies owed under this agreement.

### Article III

The City of Farmington shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice The City of Farmington monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

### Article IV

For recordation purposes, the City of Farmington's account will be charged or debited at the rate of \$75 as an impound fee for each animal delivered to the animal shelter by Farmington officials during the term of this agreement. In the event an animal is reclaimed by its owner within 24 hours of being delivered to the animal shelter by Farmington officials, the City of Fayetteville will credit the Farmington account for the \$75 impound fee. An additional sum of \$5 per day will be charged to the owners of animals that are impounded for over 5 days at the animal shelter. The City of Farmington is responsible for collecting impound fees from Farmington citizens. The City of Fayetteville is responsible for the collecting of the per diem fee of \$5 for each day an animal is impounded beyond the 5-day period.

The parties acknowledge that the City of Farmington is not responsible and its account will not be charged or debited for impound fees for animals delivered to the animal shelter by citizens who do not present a receipt for the payment of impound fees to the City of Farmington. Further, Farmington citizens may not reclaim an animal for the animal shelter without first presenting a receipt for the impound fee and any other fees that may be incurred and charged by the City of Farmington.

Farmington officials will be provided a key with access to the temporary holding kennels and cages at the animal shelter 24 hours a day, seven days a week. Farmington citizens wishing to surrender an animal to the shelter will be provided, upon request, an appointment to deliver the animal with proof of payment of the impound fee.

When an animal is brought to the animal shelter that does not have a collar bearing the owner's name and address, a metal tag evidencing payment of Farmington's annual license fee, proof of payment such as a receipt, or a metal rabies tag issued by a licensed veterinarian, the animal will be held for a period of five (5) days. At the expiration of five days, the animal becomes the property of the City of Fayetteville. At the expiration of five days, the animal will be temperament tested for aggression and made available for adoption if it passes. If the animal fails the temperament test, it will be euthanized. When an animal is brought to the animal

shelter with a collar bearing the owner's name and address, a metal tag or other proof that Farmington's annual license has been paid, or a metal rabies tag issued by a licensed veterinarian, the animal will be held for a period of ten (10) days. At the expiration of ten days the animal will be temperament tested for aggression and made available for adoption if it passes. If the animal fails the temperament test, it will be euthanized.

Citizens that reclaim their animal must present proof of payment of the impound fee and any additional costs imposed by the City of Farmington. Citizens that reclaim their animal after five (5) days must present proof of payment of the impound fee and any additional costs imposed by the City of Farmington and in addition, are required to pay the animal shelter the sum of five (\$5) per day for each additional day the animal is housed at the animal shelter.

#### **Article V**

The City of Fayetteville agrees to provide medical treatment for minor injuries to animals, but will not be responsible for serious injuries to animals delivered to the animal shelter. The City of Fayetteville will provide assistance in drafting animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the cities of Farmington and Fayetteville.

#### **Article VI**

Both parties acknowledge a contract for animal sheltering services between the City of Fayetteville and Washington County, Arkansas. The agreement does not provide for services within the corporate boundaries of any incorporated city in Washington County. The parties further agree that this agreement will terminate in the event the City of Farmington enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, the City of Farmington and the City of Fayetteville shall have the right to terminate this agreement upon providing a thirty (30) day written notice.

#### **Article VII**

Neither party may assign any of its rights or obligations under this Agreement, without the express written consent of the other.

### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

### **Article X**

The City of Farmington shall indemnify and hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided however, nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Farmington under the Constitution and Statutes of the State of Arkansas.

### **Article XI**

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement for one or more breaches or defaults shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

### **Article XII**

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and executed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.



IN WITNESS WHEREOF, the City of Fayetteville and the City of Farmington have executed this Agreement on or as of the date first written above.

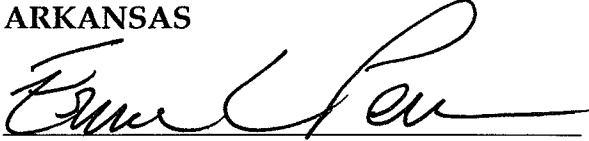
CITY OF FAYETTEVILLE, ARKANSAS

\_\_\_\_\_  
Lioneld Jordan, Mayor

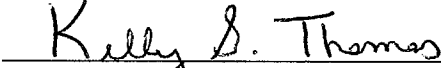
ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

CITY OF FARMINGTON,  
ARKANSAS

  
\_\_\_\_\_  
Ernie L. Penn, Mayor

ATTEST:

  
\_\_\_\_\_  
Kelly Thomas, City Clerk

RESOLUTION NO. 02-13-2012 B

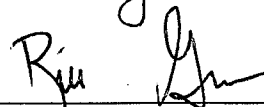
A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF GREENLAND, ARKANSAS AND THE CITY OF FAYETTEVILLE, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF GREENLAND, ARKANSAS UNTIL COUNTY BEGINS PROVIDING THOSE SERVICES.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENLAND, ARKANSAS:

Section 1: That the City Council of the City of Greenland, Arkansas hereby approves a contract between Fayetteville, Arkansas and the City of Greenland, Arkansas whereby Fayetteville will provide animal sheltering services to the City of Greenland until the Washington County sheltering agreement actually goes into effect. A copy of the Contract with Fayetteville, marked Exhibit "A" is attached hereto, and made a part hereof.

Section 2: That the City Council of the City of Greenland, Arkansas hereby authorizes the Mayor and the Recorder-Treasurer, to execute the Contract with Fayetteville, Arkansas, and to make payment pursuant to the terms of Exhibit A.

PASSED and APPROVED this 13<sup>th</sup> day of February 2012.

  
\_\_\_\_\_  
BILL GROOM, Mayor

ATTEST:

  
\_\_\_\_\_  
DONNA CHEEVERS, Recorder-Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF GREENLAND, ARKANSAS**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF FAYETTEVILLE**, and the **CITY OF GREENLAND, ARKANSAS**, concerning the provision of animal sheltering services;

**WHEREAS**, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

**WHEREAS**, effective animal control is of mutual interest to the City of Fayetteville and City of Greenland; and

**WHEREAS**, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of Greenland.

**NOW, THEREFORE, IN CONSIDERATION** of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by Greenland citizens with letter from Greenland City Official and designated animal control officers.

**Article II**

The City of Greenland agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of Greenland shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of Greenland monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

#### **Article IV**

This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of Greenland in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate when the Washington County Animal Shelter begins accepting animals. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of Greenland shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement,

provided that nothing in this Agreement shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville or the City of Greenland under the Constitution and Statutes of the State of Arkansas.

### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

**IN WITNESS WHEREOF**, the City of Fayetteville and the City of Greenland have executed this Agreement on or as of the date first written above.

**CITY OF FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
Lioneld Jordan, Mayor


**ATTEST:**

\_\_\_\_\_  
Sondra Smith, City Clerk

**CITY OF GREENLAND,  
ARKANSAS**

  
\_\_\_\_\_  
Bill Groom, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Donna Cheevers, Treasurer

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE,  
ARKANSAS AND CITY OF WEST FORK, ARKANSAS**

THIS AGREEMENT is entered into this 13 day of March 2012, by and between the CITY OF FAYETTEVILLE, and the CITY OF WEST FORK, ARKANSAS, concerning the provision of animal sheltering services;

WHEREAS, A.C.A. § 25-20-108, Interlocal Cooperation Act, authorizes public entities to enter into agreements to provide governmental services to the mutual benefit of each entity; and

WHEREAS, effective animal control is of mutual interest to the City of Fayetteville and City of West Fork; and

WHEREAS, the City of Fayetteville possesses the necessary facilities to provide animal sheltering services to City of West Fork.

NOW, THEREFORE, IN CONSIDERATION of mutual promises of the parties contained herein and other good and valuable consideration, the parties agree as follows:

**Article I**

The City of Fayetteville agrees to provide sheltering services for animals delivered to its shelter, located at 1640 Armstrong Avenue, in the City of Fayetteville, by West Fork police officers and designated animal control officers.

**Article II**

The City of West Fork agrees to comply with the Fayetteville Animal Shelter's Operating Policy during the term of this Agreement, and understands that the City of Fayetteville may terminate this agreement for noncompliance.

**Article III**

The City of West Fork shall pay the City of Fayetteville \$75.00 per animal delivered for sheltering services. The City of Fayetteville shall invoice the City of West Fork monthly by the 15th of the month following the provision of said services. Payments shall be due on or before the first day of each month following receipt of the City of Fayetteville's invoice.

#### **Article IV**

This agreement may be terminated upon thirty (30) days written notice

#### **Article V**

The City of Fayetteville agrees to provide assistance to the City of West Fork in the form of minor medical treatment while a shelter veterinarian is on staff, the drafting of animal control ordinances, educational programming, professional consultation regarding animal control matters, and in all other areas necessary and proper to effectuate the highest level of cooperation between the two cities.

#### **Article VI**

Both Cities acknowledge the existence of a county wide animal sheltering agreement between the City of Fayetteville and Washington County, but which currently excludes the corporate boundaries of any incorporated cities. The Cities agree that this Agreement shall automatically terminate in the event that the City of West Fork enters into an animal sheltering services agreement with Washington County, Arkansas. In any event, either City shall have the right to terminate this Agreement upon Thirty (30) days written notice to the other.

#### **Article VII**

Neither City may assign any of its rights or delegate any of its obligations under this Agreement, without the express written consent of the other.

#### **Article VIII**

This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

#### **Article IX**

Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

#### **Article X**

The City of West Fork shall hold harmless the City of Fayetteville from any and all claims or liabilities arising from the performance of this Agreement, provided that nothing in this Agreement shall be construed to alter, limit or

otherwise compromise that immunity afforded the City of Fayetteville or the City of West Fork under the Constitution and Statutes of the State of Arkansas.

#### Article XI

It is agreed that the failure of any party to invoke any of the available remedies under this Agreement or under law in the event of one or more breaches or defaults by any party under the Agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the parties from invoking such remedies in the event of any future breach or default.

#### Article XII

This Agreement constitutes the entire understanding of the parties, and no modification or variation of the terms of this Agreement shall be valid unless made in writing and signed by the duly authorized agents of the parties, after an affirmative vote of a majority of each city's governing body.

IN WITNESS WHEREOF, the City of Fayetteville and the City of West Fork have executed this Agreement on or as of the date first written above.

**CITY OF FAYETTEVILLE, ARKANSAS**

\_\_\_\_\_  
**LIONELD JORDAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**SONDRA SMITH, City Clerk**

**CITY OF WEST FORK, ARKANSAS**

*Frances Hime*  
\_\_\_\_\_  
**FRANCES HIME, Mayor**

**ATTEST:**

*Kristie Drymon*  
\_\_\_\_\_  
**KRISTIE DRYMON, City Clerk**