

RESOLUTION 139

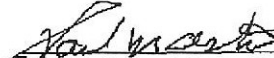
A RESOLUTION APPROVING AN INTER-LOCAL AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE, ARKANSAS AND THE CITY OF TONTITOWN, ARKANSAS TO PROVIDE ANIMAL SHELTERING SERVICES TO THE CITY OF TONTITOWN FOR THE YEAR 2006.


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 an Inter-Local Agreement between the City of Fayetteville, Arkansas and the City of Tontitown, Arkansas to provide animal sheltering services to the City of Tontitown for the year 2006. A Copy of the agreement, marked Exhibit "A" is attached hereto, and made a part hereof.

SECTION 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor and City Clerk to execute the Inter-Local Agreement with the City of Tontitown, Arkansas.

PASSED AND APPROVED THIS 7th DAY OF FEBRUARY 2006.

  
Paul Maestri, Mayor

Attest  
  
Recorder-Treasurer

## ROLL CALL:

Shall the Resolution pass:

	YEA	NAY	
Alderman Andrew Penzo	<u>✓</u>	<u>      </u>	(Ward 2, Position 2)
Alderman Arthur Penzo	<u>✓</u>	<u>      </u>	(Ward 2, Position 1)
Alderman Henry Piazza	<u>✓</u>	<u>      </u>	(Ward 1, Position 2)
Alderman Bradley Marveggio	<u>✓</u>	<u>      </u>	(Ward 1, Position 1)
Alderman Ken Robertson	<u>—</u>	<u>—</u>	(Ward 3, Position 2)
Alderman Steve Smith	<u>✓</u>	<u>      </u>	(Ward 3, Position 1)
Mayor Paul Maestri	<u>      </u>	<u>      </u>	
YEAS: <u>5</u>	NAYS: <u>0</u>	(total)	

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

**THIS AGREEMENT** is entered into this 18th day of April, 2006, 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 agrees to pay an annual sheltering services fee of Nine Hundred Seventy-five dollars (\$975) to the City of Fayetteville in the form of twelve (12) monthly payments of Eighty-one dollars and Twenty-five cents (\$81.25). Payment shall be due on or before the first day of each month. The annual sheltering services fee shall be based upon the total number of animals delivered to the shelter by Tontitown citizens and designated animal control officers during the previous year.

#### **Article IV**

This agreement shall remain in effect until midnight December 31, 2006.

#### **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 animals 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.



ATTEST:

Sondra Smith  
SONDRA SMITH, City Clerk

CITY OF FAYETTEVILLE, ARKANSAS

Dan Coody  
DAN COODY, Mayor

CITY OF TONTITOWN,  
ARKANSAS

Paul A. Maestri  
PAUL A. MAESTRI, Mayor

ATTEST:

Tracy Goodard  
TRACY GOODARD, City Clerk