

**INTERLOCAL AGREEMENT
BETWEEN CITY OF MOUNT VERNON, TEXAS AND FRANKLIN COUNTY, TEXAS**

This agreement is made this ____ day of _____, 20____ between the City of Mount Vernon and Franklin County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Franklin County hereby makes, constitutes and appoints the City of Mount Vernon its true and agent for the operation of the City of Mount Vernon-Franklin County- PAWS of Franklin County Animal Shelter. The City of Mount Vernon shall maintain the following administrative and operational responsibilities for the shelter:

- In order of arrival - animal intake, care and adoption;
- Acceptance of surrendered animals and strays from unincorporated areas of Franklin County;
- Supervision of employees and volunteers;
- Screening of volunteers; Maintenance of grounds and facilities;
- Risk management; and
- Financial management, financial transparency, and fiscal control for shelter revenues and expenses.

II.

Franklin County agrees to collaborate with the City of Mount Vernon in the following areas:

- Reimbursement of 1/3 of actual operational expenses as invoiced by the City of Mount Vernon reimbursement shall not exceed \$51,203;
- Reimburse the City of Mount Vernon for the cost of animal control activities requested by the County in unincorporated areas of Franklin County; and

- Enforce any existing future laws related to the regulation of animals in unincorporated areas of Franklin County.

III.

Franklin County agrees to pay the City of Mount Vernon monthly for the County's share of operational expenses, upon receipt of an invoice from the City of Mount Vernon.

IV.

Craig Lindholm (name), City Administrator (title) is hereby designated as the official representative to act for the City of Mount Vernon, in all matters relating to this agreement.

Scott Lee (name), County Judge (title) is hereby designated as the official representative of Franklin County, in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution for a period of one year and may be automatically renewed unless terminated by either party to the agreement upon thirty (30) days' written notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first written above.

City of Mount Vernon

Franklin County

BY: _____

BY: Scott Lee

TITLE: _____

TITLE: Franklin Co. Judge

DATE: _____

DATE: 2/24/25