

**AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE CITY OF MORGANTOWN AND THE MONONGALIA  
COUNTY COMMISSION, PERTAINING TO ANIMAL CONTROL SERVICES TO BE  
PROVIDED BY THE COUNTY TO THE CITY.**

The City of Morgantown hereby ordains that its City Manager is authorized to execute the intergovernmental agreement hereto attached by and on behalf of the City of Morgantown.

This ordinance shall be effective upon date of adoption.

First Reading:

Adopted:

\_\_\_\_\_  
Mayor

Filed:

\_\_\_\_\_  
City Clerk

Recorded:

## INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between the City of Morgantown, hereinafter referred to as "CITY", and the Monongalia County Commission, hereinafter referred to as "COMMISSION", witnesseth

Whereas, the CITY deems it necessary to provide the municipality with the services of an Animal Control Officer who will be responsible for enforcing all CITY ordinances related to the regulation of animals; specifically, Articles 505 and 507 of the Morgantown Municipal Code;

Whereas, the COMMISSION has agreed to provide the foregoing animal control services to the CITY subject to the terms and conditions hereinafter contained within this Agreement;

Now, therefore, the parties hereto agree as follows:

- (1) The COMMISSION agrees to assume the responsibility for employing and supervising a qualified individual(s) who will enforce the animal control ordinances of the CITY.
- (2) The COMMISSION shall begin providing such animal control services to the CITY effective with the date of this Agreement.
- (3) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall not be employees of the CITY.
- (4) That the individual(s) employed by the COMMISSION to perform the services contemplated herein shall be available seven days each week to respond to animal control service needs of the CITY.
- (5) That the COMMISSION'S employee(s) shall respond to calls for assistance regarding wild animals within the CITY in which a resident may be threatened by said animal, and if the employee is not capable of handling the situation, the employee will refer the property owner to the professional services of a private business that is qualified to handle the situation. Should the services of any such professional be necessary, the professional will contract for such service with the property owner.
- (6) That the COMMISSION'S employee(s) will respond to calls regarding small dead animals within the public right of ways within the CITY and on private property within the CITY and will dispose of any such carcass. The COMMISSION will pay for any costs that may be associated with the disposal of any such carcass.
- (7) That the COMMISSION will provide a phone number to the Morgantown City Manager, at the time this Agreement is executed, which the CITY may call to request specific animal control assistance pursuant to this Agreement.
- (8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing animal control incidents within the municipality and responsive action taken by the COMMISSION'S employee(s).
- (9) The COMMISSION'S employee(s) will issue citations for violations

of the CITY'S animal control ordinances and will be available to testify in the Morgantown Municipal Court regarding the same.

- (10) That the COMMISSION shall be responsible for the actions of its employee(s) while they are performing services within the municipality pursuant to this Agreement.
- (11) That the term of this Agreement shall be for twelve consecutive months beginning with the date it is executed by the parties.
- (12) As consideration for the animal control services provided by the COMMISSION, CITY agrees to pay the COMMISSION \$35,000 for the 12 month term of this agreement in installment payments of \$2,916.66 for each of the 12 months, payable by the 15<sup>th</sup> day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 12 below, the balance of the above \$35,000 due the COMMISSION will be reduced by \$2,916.66 for each and every month which would have remained on the term of the agreement had it not been terminated by the party doing so.
- (13) The CITY will make a vehicle available for use by the COMMISSION in providing the services described herein to the CITY.
- (14) Either party hereto has the right to terminate this Agreement at any time by providing 30 days prior written notice of the same to the other party.
- (15) At the conclusion of the twelve month term of this Agreement, the parties may extend it on a month to month basis, by communicating to each other in writing, during the eleventh month of the Agreement, that they are agreeable to the same. Should the parties elect to extend this Agreement beyond its original 12 month term, the amount paid by the CITY to the COMMISSION shall be \$2,916.66 per month.
- (16) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of the parties, which shall be subject to approval by the governing bodies of both parties.

**THE MONONGALIA COUNTY COMMISSION**

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

It's: \_\_\_\_\_

**THE CITY OF MORGANTOWN**

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

It's: \_\_\_\_\_