

Resolution No. 2022-_____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
WITH THE MONONGALIA COUNTY COMMISSION
FOR ANIMAL CONTROL SERVICES**

The City of Morgantown resolves that the City Manager is authorized to execute the attached Intergovernmental Agreement with the Monongalia County Commission providing for enforcement of animal control regulations under Articles 505 and 507 of the City Code.

Adopted this ___ day of _____, 2022.

Mayor

City Clerk

INTERGOVERNMENTAL AGREEMENT

This Agreement made and entered into this **14th** day of **September, 2022**, 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 Dog Wardens 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 Dog Warden 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 qualified individual(s) who will enforce the ordinances of the CITY.
- 2) The COMMISSION shall continue providing such Dog Warden 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 ordinance service needs of the CITY.
- 5) That the COMMISSION employee(s) shall respond to calls for assistance regarding domesticated animals within the CITY in which a resident may be threatened by said domesticated animal.
- 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 CITY, at the time this Agreement is executed, which the CITY may call to request specific Dog Warden assistance pursuant to this Agreement.
- 8) The COMMISSION shall provide the City Manager with periodic reports, as requested by the City Manager, summarizing Dog Warden 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 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 (12)** consecutive months beginning with the first day of October and ending September 30 of the following year. This agreement shall be in effect until **September 30, 2023**.
- 12) As consideration for the Dog Warden services provided by the COMMISSION, CITY agrees to pay the COMMISSION **\$32,667.10** for the 12-month term of this agreement in installment payments of **\$2,722.26** for each of the 12 months, payable by the 15th day of each month that the Agreement is in effect. If this Agreement is terminated by either party hereto, per paragraph 13 below, the balance above \$32,667.10 due the Commission will be reduced by \$2,722.26 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. (This paragraph includes an increase of 3% for inflation).
- 13) 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.
- 14) At the conclusion of the nine month term this Agreement may automatically be renewed for an additional twelve month period with a standard increase of 3% per year.
- 15) This document shall constitute the entire Agreement between the parties and any amendment or additions hereto shall be by written agreement of both parties, which shall be subject to approval by the governing bodies by both parties.

Signed by the MONONGALIA COUNTY COMMISSION:

Thomas C. [Signature] 9/14/22
 (Signature) (Date)

President
 (Title)

Signed by the CITY OF MORGANTOWN:

 (Signature) (Date)

 (Title)