

RESOLUTION NO. 2008-06

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OZARK ACRES SUBURBAN IMPROVEMENT DISTRICT NO. 1 FOR THE PROVISION OF ANIMAL CONTROL SERVICES AND ESTABLISHING THE COMPENSATION THEREFORE

WHEREAS, The City of Cherokee Village has established an animal control center; and,

WHEREAS, other population centers in the surrounding area are in need of animal control services and desire to enter into agreements with the City for the provision of animal control services;

NOW THEREFORE, it is hereby RESOLVED by the City Council, with the concurrence of the Mayor.

1. That the Mayor is authorized to enter into an agreement with Ozark Acres Suburban Improvement District No. 1 for the provision of animal control services to the Ozark Acres.
2. The terms of the agreement shall provide for an initial payment from Ozark Acres SID #1 of \$2,472.00.
3. The annual payment under the agreement from Ozark Acres SID #1 shall be \$2,500.00 with an additional payment from Ozark Acres SID #1 of \$40.00 for each animal from Ozark Acres.

Approved this the 17th day of April, 2008.

APPROVED: _____

Floyd Hefley
Mayor, City of Cherokee Village, Arkansas

ATTEST: _____

Phyllis J. Endriks
Clerk, City of Cherokee Village, Arkansas

AGREEMENT

This Agreement is entered into this the 17th day of April, 2008, by and between the City of Cherokee Village, Arkansas, Sharp and Fulton Counties, (hereinafter "City") and Ozark Acres Suburban Improvement District #1, (hereinafter "Ozark Acres SID") for the provision of animal control services by the City for the benefit and of Ozark Acres SID. The parties agree to the following terms, to wit:

1. The term of this agreement shall be from the date of execution until the 31st day of December, 2008.

2. Ozark Acres SID shall make an initial payment of \$2,472.00 (two thousand four hundred seventy two dollars) to the City at the date of execution of this agreement.

3. Ozark Acres SID shall pay to the City the sum of \$2,500.00 (two thousand five hundred dollars) per year for each year this agreement is in force between the parties, with the payment for year 2008 to be prorated from the date of execution of this agreement.

4. Ozark Acres SID shall pay to the City the sum of \$40.00 (forty dollars) for each animal housed in the Cherokee Village Animal Control Center that has been transported to the Cherokee Village Animal Control Center from the holding cages maintained by Ozark Acres SID.

5. The City agrees to furnish Ozark Acres SID with a monthly statement of costs due per animal from Ozark Acres SID, and Ozark Acres SID agrees to pay monthly from such statements of cost.

6. The City agrees to maintain an animal control facility for the duration of this agreement.

7. The City agrees to pick up and transport to the Cherokee Village Animal Control Center those animals that Ozark Acres SID informs the Cherokee Village Animal Control Center are ready to be transported.

8. The City shall have no authority, responsibility or obligation to patrol or capture animals on the streets or other property represented by Ozark Acres SID.

9. The City's only obligation under this agreement is to collect animals from a holding facility in or near Ozark Acres, transport those animals to the kennels at Cherokee Village Animal Control Center, house and care for those animals for a

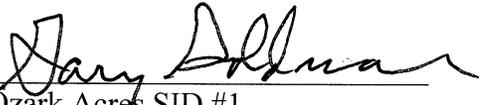
minimum of five (5) days, and dispose of the remains of those animals if euthanasia is required.

10. This agreement shall be terminable by either party upon ninety (90) day's notice to the other party, such notice to be in writing and signed by an authorized representative of the terminating party.

11. This agreement shall be renewable from year to year upon such terms and modifications as the parties agree to in a newly executed agreement.

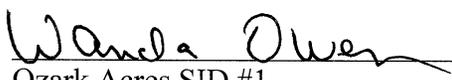
12. Ozark Acres SID specifically acknowledges that this agreement is subject to approval by the City Council of the City of Cherokee Village, Arkansas, and that other municipal or county governments may join with the City of Cherokee Village, Arkansas, to provide animal control services in Sharp and Fulton Counties, and that whatever arrangement for animal control services that may develop in the future can and will supersede this agreement if in conflict with the terms of this agreement and that Ozark Acres SID shall have no recourse or complaint against the City for any cessation or reduction of services due to any change in the Cherokee Village Animal Control Center based on such association with other cities or counties.

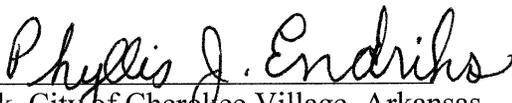
AGREED by:


Ozark Acres SID #1


Mayor, City of Cherokee Village, Arkansas

ATTEST:


Ozark Acres SID #1


Clerk, City of Cherokee Village, Arkansas