Exhibit A

The following document is a <u>draft</u> interlocal agreement (ILA) with Texas A&M Agrilife Extension Services – Wildlife Services. The draft is subject to change.

This Interlocal Agreement ("Agreement") is made by and between the Texas A&M Agrilife Extension Services - Wildlife Services, an agency of the State of Texas, and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee ("the City").

Recitals

WHEREAS, the City can use staff, Texas A&M Agrilife Extension Services , or other qualified professionals to address confirmed public safety threats as determined by the City using the Coyote Management Policy and Coyote Response Guide (see attachment A); and

WHEREAS, Chapter 791, Texas Government Code authorizes agreements between local governments and agencies of the state;

NOW, THEREFORE, in consideration of all of the foregoing, the parties agree as follows:

I. Purpose

The purpose of this Agreement is to formalize a relationship with Texas A&M Agrilife Extension Services - Wildlife Services for technical assistance to the City of Austin Animal Services at the request of the Chief Animal Services Officer or designee.

II. Authority

This Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 Texas Government Code.

It is in the best interest of each Party to have available service from the other Party to aid and assist in management of and response to coyote events in accordance with City policy for such matters.

It is to the mutual advantage of the City for Texas A&M Agrilife Extension Services - Wildlife Services to provide the city with technical assistance in ensuring public safety.

III. Responsibilities of the Parties

A.   At the request of the Chief Animal Services Officer, Texas A&M Agrilife Extension–Wildlife Services, may provide technical

assistance in compliance with the City of Austin Coyote Management Policy and Coyote Response Guide.

B.   At the request of the Chief Animal Services Officer and as part of a response for technical assistance, Texas A&M Agrilife Extension – Wildlife Services, will provide education and outreach consistent with and in compliance with the City of Austin Coyote Management Policy.

C.   In the event that Texas A&M Agrilife Extension – Wildlife Services is requested by the Chief Animal Services Officer to provide technical assistance to the City of Austin, it will provide monthly reports detailing activities, locations, methodology and outcomes.

IV. Term, Termination

A.   This Agreement shall be effective from and after the date of execution by all parties and shall automatically renew annually on the effective date of the initial term for up to four (4) additional 12-month terms unless terminated by either party as provided for in Section IV(B).

B.   This Agreement may be terminated by either party upon 60 days written notice to the other Party.

V. Special Provisions

A.   Liability. The Party that would have been responsible for furnishing the services in the absence of this Agreement is responsible for any civil liability that arises from the furnishing of those services.

B.   Funding. This Agreement is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Both City and Texas A&M Agrilife Extension Services - Wildlife Services will provide for compensation of their own employees and operate and maintain their own equipment. Any expenditure of resources must be from current revenues available to the paying party.

C.   Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the City Manager and _____.

D.   Non-Exclusivity. This Agreement does not create and should not be regarded as an exclusive arrangement between the parties.

E.   Review. The Parties shall review their experiences in implementing this Agreement near the end of the Agreement's term and may make any modifications they deem necessary, may terminate the Agreement as provided for in Section IV(B), or the Agreement will automatically renew as provided for in Section IV(A).

F.   No partnerships. This Agreement shall not make or be deemed to make any party to this Agreement an agent for or the partner of any other party.

G.   Attorney Fees. If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each party to the litigation shall bear its own attorney's fees and costs.

H.   Venue. Venue for any cause of action arising under this Agreement shall be Travis County, Texas.

I.   Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

J.   Contact. Principal contacts for the parties are as provided in this section. Notices or requests for assistance under this Agreement shall be in writing, and may be given by hand delivery, U.S. mail, or email. If sent to the parties at the contact information addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the parties for all purposes shall be:

City of Austin:
Tawny Hammond
Chief Animal Services Officer
Austin, TX
Tawny.Hammond@austintexas.gov

Texas A&M Agrilife Extension Services - Wildlife Services
_____
_____
_____

This Interlocal Agreement is executed and becomes effective on the date the last signatory affixes their signature.

CITY OF AUSTIN
By: _____   Date: _____
         Marc Ott
         City Manager

TEXAS A&M AGRILIFE EXTENSION SERVICES - WILDLIFE SERVICES
By: _____   Date: _____
         Name

APPROVED AS TO FORM:

By: _____   Date: _____