

Enforcement officers and Everman Animal Control officers shall have and assume jurisdiction within Territory A for the purposes of investigating and enforcing state and local animal control and animal welfare laws including, but not necessarily limited to appropriate City of Forest Hill and/or State animal-related rules and laws relating to rabies control, animal registration, dangerous animals, impoundment, stray animals, animal bites, quarantine, animal cruelty, forfeiture or seizure, and the euthanasia of animals as necessary.

- 2.2 Forest Hill and Everman agree that adoption or approval of this Agreement, by appropriate resolution, by the City Council of the City of Forest Hill will give Everman Code Enforcement Officers and Everman Animal Control Officers the authority to issue citations for violations of any State of Texas and/or City of Forest Hill municipal animal laws and regulations.
- 2.3 The City of Forest Hill will be responsible for making arrangements with the City of Everman to provide a copy of any City of Forest Hill municipal animal laws and regulations City of Forest Hill municipal citation books.
- 2.4 The City of Everman agrees that any citations issued for the violation of a Texas state or City of Forest Hill municipal animal law or regulation within Territory A will be filed with the City of Forest Hill Municipal Court. It is agreed that the appropriate personnel from the City of Everman will be administratively directed to be present at such times as court sessions are set and cases involving said citations are on the court's docket, without the necessity for the issuance of a subpoena. The City of Forest Hill Municipal Court will provide reasonable notice of any case settings to the City of Everman Code Enforcement and Animal Control Departments.

3. TERM

This Agreement shall take effect on the date first signed by both Parties and shall terminate on September 30, 2024. The Agreement will renew each year automatically, for successive one (1) year renewal terms, with the first such automatic renewal to occur on October 1, 2024, unless sooner terminated.

4. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days' written notice to the other, provided, however, that termination shall not apply to any case

pending on the effective date of termination.

5. INDEPENDENT CONTRACTOR

The Parties agree that this Agreement is not a joint enterprise, and neither is a contractor, independent or otherwise, partner, or agent of the other.

6. FUNDING

Either Party paying for the performance of governmental functions or services under this Agreement will make those payments from current revenues available to the paying Party. This Agreement does not require an expenditure of City of Everman; however, the Parties agree that the Party paying for the performance of governmental functions or services under this Agreement has been fairly compensated.

7. RIGHT TO AUDIT

Each Party agrees that the other Party shall, until the expiration of three years after final payment under or the expiration of this Agreement (whichever is later), or the final conclusion of any audit commenced during the said three years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of the other Party involving transactions relating to this Agreement at no additional cost to the inspecting Party. The Parties further agree that each Party shall have reasonable access during normal working hours to all necessary facilities of the other Party and that each Party shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Party desiring to conduct an audit shall give the other Party reasonable advance notice of intended audits. Forest Hill and Everman acknowledge and agree that such access under this section is subject to the limitations and requirements of the Texas Public Information Act.

8. NOTICES

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, c/o the designated person listed below; or (2) received by the other Party by United States Mail, registered, return receipt requested, addressed as follows:

City of Forest Hill
ATTN: City Manager
3219 E. California Pkwy
Forest Hill, Texas 761119

City of Everman
ATTN: City Manager
212 N Race Street
Everman, Texas 76140

9. LIABILITY

Each Party shall be liable for any and all costs, claims, liens, damages, causes of action, liability, and suits of any kind and nature arising out of, resulting from, or related to the acts or omissions of such Party's agents, officers, directors, representatives, employees, consultants, or subcontractors. In the event the Parties are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas, subject to section 10 of this Agreement.

10. GOVERNMENTAL POWERS/IMMUNITIES

It is understood and agreed that by execution of this Agreement, neither the City of Forest Hill nor the City of Everman nor the officers or employees thereof waives or surrenders any of their governmental powers or immunities.

11. NOTICE OF CLAIM

Each Party shall promptly advise the other Party in writing of any claim or demand against either Party known to the advising Party and related to or arising out of action or omissions under this Agreement.

12. NO WAIVER

The failure of Forest Hill or Everman to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of Forest Hill's or Everman's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

13. GOVERNING LAW/VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. If any action, whether real or asserted, at law or in equity, is brought pursuant to this Agreement, venue for such action shall lie in state district courts located in Tarrant County, Texas .

14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

15. FORCE MAJEURE

Forest Hill and Everman shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

16. ASSIGNMENT

This Agreement is not assignable by either Party.

17. HEADINGS NOT CONTROLLING

Headings and titles used in this Agreement are for reference purposes only, shall not be deemed a part of this Agreement, and are not intended to define or limit the scope of any provision of this Agreement.

18. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable under federal, state, or local law, it is the intention of the Parties that any unenforceability shall not affect any other provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid or unenforceable provision was never included.

19. APPROVAL OF AGREEMENT

The governing bodies of Forest Hill and Everman have approved the execution of this Agreement, and the persons signing the Agreement have been duly authorized by the governing bodies of Forest Hill and Everman to sign this Agreement on behalf of the governing bodies.

20. AMENDMENTS

No amendment of this Agreement shall be binding upon a Party hereto unless such amendment is set forth in a written instrument, which is executed by an authorized representative of each Party.

21. ENTIRETY OF AGREEMENT

This Agreement, including Exhibit A, contains the entire understanding and

agreement between Forest Hill and Everman, their assigns, and successors in interest as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent it conflicts with any provision of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

(Signature Pages to Follow)

City of Everman Signature Page

SIGNED AND AGREED this ____ day of _____, 2024.

CITY OF EVERMAN

By:

Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Lan'Tiqua Burks, Asst. City Attorney

City of Forest Hill Signature Page

SIGNED AND AGREED this ____ day of _____, 2024.

CITY OF FOREST HILL

By:

Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT A

**(Territory A – Boundaries of Everman’s Animal Law Enforcement Jurisdiction
within Forest Hill)**

4878-8161-4516, v. 1