

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVERMAN, TEXAS, AND THE CITY OF FOREST HILL, TEXAS
FOR RABIES CONTROL AND
THE SHARED USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

This **First Amendment to Interlocal Agreement Between the City of Everman, Texas, and the City of Forest Hill, Texas, for Rabies Control and the Shared Use of the City of Everman Animal Shelter** (this “First Amendment”) is executed to be effective as of October 1, 2023, by and between the City of Forest Hill, Texas (“Forest Hill”) and the City of Everman, Texas (“Everman”). Forest Hill and Everman may be referred to herein individually as “Party” and/or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain Interlocal Agreement Between the City of Everman, Texas, and the City of Forest Hill, Texas, for Rabies Control and the Shared Use of the City of Everman Animal Shelter effective August 17, 2022 (the “Agreement”); and

WHEREAS, the Agreement will expire on September 30, 2023, unless extended by agreement of the Parties; and

WHEREAS, the Parties desire to extend the term of the Agreement for one year.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Amendment, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

Section 1. Section 3, “Term” of the Agreement is amended to read in its entirety as follows:

“3. TERM”

Unless terminated pursuant to the terms herein, this Agreement shall be for the following term, beginning on August 17, 2022, and ending on September 30, 2024. In addition, the term may be extended by mutual written agreement of the Parties for additional one-year terms.”

Section 2. The recitals contained in this Amendment: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Amendment; and (c) reflect the final intent of the Parties with regard to the subject matter of this Amendment. If it becomes necessary to interpret any provision of this Amendment, the intent of the Parties, as evidenced

by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 3. The Parties affirm and ratify the provisions of the Agreement (as modified by this First Amendment) and confirm that the same remains in full force and effect. In the event of any inconsistency between any term or condition of the Agreement and any term or condition of this First Amendment, the terms and conditions of this First Amendment shall control for all purposes and respects, and the Agreement shall be deemed amended so as to be consistent herewith.

Section 4. This First Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. A counterpart of this First Amendment executed by a Party scanned and delivered to the other Party via electronic mail will be construed as a legally binding signature.

Section 5. This First Amendment shall be effective as of the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Signatures on Following Pages

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF EVERMAN TEXAS

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

Kyle Barry, Asst. City Attorney

SIGNED AND AGREED this _____ day of _____ 2023.

CITY OF FOREST HILL, TEXAS

By: _____
Venus M. Wehle, City Manager

ATTEST:

Amy L. Anderson, City Secretary

APPROVED AS TO FORM:

Courtney Goodman-Morris, Asst. City Attorney

EXHIBIT A

SCHEDULE OF FEES TO BE PAID BY FOREST HILL

Impoundment/Boarding Fee:

Forest Hill shall pay Everman only costs incurred as a result of impounding or quarantining an animal from Forest Hill, not to exceed \$400.00 per animal.

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen

\$200.00 per specimen

EXHIBIT B

**SCHEDULE OF FEES TO BE PAID TO EVERMAN
BY CITIZENS OF FOREST HILL FOR SERVICES
RENDERED**

Adoption Fee Per Animal	\$20.00
Corpse Removal Fee	\$20.00
Euthanasia at the owner's request	
Owner disposes of corpse	\$35.00
City disposes of corpse	\$60.00
Cat Trap Deposit (deposit refunded upon return of trap)	\$80.00
Dog Trap Deposit (deposit refunded upon return of trap)	\$250.00
Impoundment Fee per Animal	
First Impoundment	\$35.00
Second Impoundment	\$50.00
Third Impoundment	\$75.00
Boarding Fee	\$15.00/day
Owner's Request for pick-up of personal pet	\$35.00