

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES ("Agreement") is made and entered into by the City of Everman, Texas ("Everman") and the City of Kennedale, Texas ("Kennedale"), both Texas home rule municipalities. (Everman and Kennedale may hereafter be referred to collectively as "the Parties" or individually as "the Party".)

RECITALS:

WHEREAS, Kennedale is desirous of obtaining animal control officer services; and

WHEREAS, EVERMAN is desirous of furnishing these desired additional resources to Kennedale, and

WHEREAS, the Parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Kennedale in accordance with the terms and conditions set forth herein, and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder, and is in the best interest of each Party.

NOW THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the Parties agree to the following:

Section 1. Term: This Agreement shall be for a term commencing on October 1, 2025, and ending September 30, 2026, unless terminated earlier as provided herein (the "Initial Term"). The Agreement will automatically renewal annually on October 1 for unlimited additional one-year renewal terms (each a "Renewal Term") unless either Party provides written notice of nonrenewal to the other party no less than ninety (90) days in advance of the expiration of the then-current term (whether the initial term or a renewal term).

Section 2. Scope of Services: Everman hereby agrees to provide Kennedale the following services & personnel:

- a. **Daily Patrol Services:** Monday through Friday during the hours of 8:00 a.m. to- 5:00 p.m., Everman will provide daily Animal Control Officer (ACO) patrol service to Kennedale. Everman shall have the ability to utilize the Kennedale-designated Animal Control Vehicle and all related equipment as needed.
- b. **On-Call Services:** Everman will provide on-call Animal Control Officer ("ACO") services to address non-routine matters such as aggressive animals and injured animals. All service calls shall be dispatched through Kennedale's Police Department directly to Everman. The Everman ACO shall respond to any such call from Kennedale within 45 minutes.

- c. **Monthly Reports:** Everman will deliver a written report to Kennedale's Police Department no later than 12:00 p.m. on the 1st Monday of each month. The report shall summarize all activity within Kennedale performed or observed by the Everman ACO during the previous on-call period.
- d. **Impoundment and Boarding:** The Everman ACO is authorized to capture and impound any animal in accordance with applicable state law and local ordinances which the Everman ACO believes to be in violation of any provision of the Kennedale Code of Ordinances or state law. The boarding of all animals impounded for Kennedale shall occur pursuant to Kennedale's contract with the City of Everman relating to use of City of Everman Animal Services Facilities and shall be subject to the following:
 - (1) If, by identification tag, the owner of an impounded animal can be identified, the Everman ACO will make a reasonable attempt to return the animal to its home and notify the owner of any violations witnessed by the Everman ACO; and
 - (2) Any animal, whether licensed or unlicensed, which in the professional judgment of Everman and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, which appears to have rabies, and/or which is at large and posing an imminent danger to human beings or to other animals, may be destroyed by the Everman ACO on scene in a humane manner.

Section 3. Kennedale's Fees: Kennedale agrees to pay the following fees for Everman's services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services for the Initial Term, Kennedale agrees to pay One Hundred, Thirteen Thousand, Seven Hundred, Forty-Nine and 78/100 Dollars (\$113,749.78) annually (the "Annual Rate"), with payment to be made weekly in the amount of \$2,187.50 per week from October 1, 2025 to September 30, 2026, to be prorated for any portions of weeks, and with the last weekly payment modified as necessary to ensure a total annual payment of \$113,749.78. For any Renewal Terms, the Annual Rate may increase by an amount up to eight (8%) percent of the then current Annual Rate if Everman provides notice of such rate increase by May 1 of the then-current term. Kennedale may reject the annual rate increase and terminate this Agreement by providing written notice thereof to Everman no later than July 1 of the then-current term.

Section 4. Termination:

- a. **Termination at Will:** This Agreement may be terminated at any time by either Party by giving written notice to the other Party not less than ninety (90) days prior to the proposed date of termination. In the event of termination pursuant to this Section 4.a., Everman will be compensated for all services performed up to the termination date, together with any payments then due and as authorized by this Agreement.

- b. **Termination for Non-Payment:** If Kennedale fails to make payment to Everman within thirty (30) days after the receipt of invoice for amounts due pursuant to this Agreement, Everman may suspend services to Kennedale on a date identified in a written notice delivered to the Kennedale City Manager and Chief of Police, which date shall not be earlier than the fifth (5th) day following delivery of said notice.
- c. **Termination for Everman Non-Performance:** Kennedale's recourse for failure of Everman to furnish any services under this Agreement will be the right to make a mutually agreed upon, proportionate reduction in the fee to be paid or to terminate this Agreement by giving notice not later than five (5) days prior to the date of termination established by Kennedale in the notice.

Section 5. Notices and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

If to Everman:

Everman City Manager
212 N. Race Street
Everman, Texas 76140

If to Kennedale:

Kennedale City Manager
405 Municipal Drive
Kennedale, Texas 76060

Section 6. Jurisdiction: Kennedale grants full and complete authorization and jurisdiction to Everman for all services provided by Everman pursuant to this Agreement. Said jurisdiction shall apply to Kennedale's incorporated limits.

Section 7. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal dispute arising between the Parties pursuant to this Agreement shall be in a state court in Tarrant County, Texas. Without waiving any immunities or other legal defenses, the Parties agree to submit to the subject matter and personal jurisdiction of said court(s).

Section 8. Supervision/Certification: At all times during the term of this Agreement, the Everman ACO shall be under the supervision and control of a representative of Everman. Everman warrants, represents, and agrees that the Everman ACO shall be certified and/or licensed as required by applicable State law in the ACO's areas of expertise to carry out the ACO's duties.

Section 9. Independent Contractor. It is understood and agreed by and between the Parties that Everman, in performing the services and other obligations pursuant to this Agreement, is acting independently, and that Kennedale assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Everman and its officers and employees pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Kennedale. In supervising the performance of its employees, Everman shall at all times have exclusive control of the manner and means by which the services provided pursuant to this Agreement are to be performed.

Section 10. Indemnification: To the extent allowed by law, Everman agrees to indemnify and hold harmless Kennedale and its Officers, employees and agents from and against any and all claims for damages, personal injury and/or death that may be asserted against Kennedale arising from the intentional or negligent acts of omissions of Everman, its officers, employees, and agents, save and except the extent such damages, injury, or death are the result of acts or omissions of Kennedale, its officers, or employees. The foregoing notwithstanding, the Parties reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to the Parties. The provisions of this indemnification agreement are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 11. Insurance:

A. Everman shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Everman's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Everman, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all Everman's employees, if any, involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Kennedale, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance);

(ii) Provide for at least thirty (30) days prior written notice to Kennedale for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against Kennedale for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Kennedale prior to commencement of services.

Section 12. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties regarding this subject matter and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 13. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment by one Party to which the other Party has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Section 14. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

Section 16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 18. Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party's performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, "Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 19. Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

Section 20. Effective Date. This Agreement shall be effective on the date it is signed by authorized representatives by the Parties.

(Signatures on Following Page)

Executed this the ____ day of October, 2025

City of Everman, Texas

Craig Spencer, City Manager

Attest:

Mindi Parks, City Secretary

Executed this the ____ day of October, 2025.

City of Kennedale, Texas

Darrell Hull City Manager

Attest:

Barbara Dahl, City Secretary