

STATE OF TEXAS

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COUNTY OF TARRANT

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS, AND
EDGECLIFF VILLAGE, TEXAS, FOR RABIES CONTROL AND THE SHARED USE
OF THE CITY OF EVERMAN ANIMAL SHELTER**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Everman, a home-rule municipal corporation situated in Tarrant, County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as “Everman”) and the Town of Edgecliff Village, Texas, a general law municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as “Edgecliff Village”). Everman and Edgecliff Village may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

WHEREAS, Chapter 826 of the Texas Health and Safety Code, also known as the Rabies Control Act of 1981 (hereinafter referred to as the “Act”), requires governing bodies of each municipality to designate a local rabies control authority to enforce the Act and minimum standards for rabies control adopted by the Texas Department of State Health Services; and

WHEREAS, Section 826.016 of said Act authorizes a municipality to enter into agreements with public entities to carry out activities required or authorized under the Act; and

WHEREAS, Edgecliff Village wishes to participate in an interlocal agreement with Everman for the purpose of limited rabies control and dog impoundment in Edgecliff Village; and

WHEREAS, the City Councils of Everman and Edgecliff Village believe this Agreement is in the best interests of the citizens of Everman and Edgecliff Village and have each approved the execution of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1.

PURPOSE

The purpose of this Agreement is to enter into an agreement between Everman and Edgecliff Village whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, Everman agrees to provide Edgecliff Village with limited rabies control services in Edgecliff Village, and Everman agrees to provide impoundment for Dogs and quarantine facilities for animals pursuant to this Agreement for the benefit of Edgecliff Village.

2. **DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

ACT shall mean the Rabies Control Act of 1981, codified as Chapter 826 of the Texas Health and Safety Code and any subsequent recodification, supplement or revision.

ANIMAL shall mean any living, vertebrate creature, domestic or wild, other than homo sapiens.

ANIMAL SHELTER shall mean a facility located in Everman, Texas, which is operated by Everman for the purpose of impounding and caring for Animals as prescribed by law.

BITE shall mean a bite or scratch capable of transmitting Rabies, which is inflicted by an Animal on a human.

BITE ANIMAL shall mean an Animal that has inflicted a Bite or scratch capable of transmitting Rabies to a human.

CAT shall mean a commonly domesticated member of the Felidae (feline) family, other than a lion, tiger, bobcat, jaguar, panther, leopard, cougar, or other prohibited Animal.

DANGEROUS DOG shall mean a Dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the Dog is being kept and that was reasonably certain to prevent the Dog from leaving the enclosure on its own; or commits unprovoked acts in a place other than an enclosure in which the Dog was being kept and that was reasonably certain to prevent the Dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the Dog will attack and cause bodily injury to that person.

DAY shall mean a calendar day or any part thereof.

DOG shall mean canis familiaris.

QUARANTINE shall mean the strict confinement of a biting Animal, in accordance with the Act and the Rules.

RABIES shall mean an acute viral disease of man and Animal affecting the central nervous system and usually transmitted by an Animal Bite.

RULES shall mean the rules adopted by the Texas Department of State Health Services for Rabies control and eradication under 25 TAC § 169.21 et seq.

STRAY shall mean roaming with no physical restraint beyond the premises of an Animal Owner or keeper.

3.
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for the following temporary term, beginning on April 1, 2022, and ending on September 30, 2022. In addition, the term may be extended by mutual written agreement of the Parties for up to two additional one-year terms.

4.
SERVICES BY EVERMAN

- A. Hours. Everman agrees to perform the services described herein for Edgecliff Village between the hours of 8:00 a.m. and 4:00 p.m. on weekdays and weekends, excluding holidays, with no after-hours service provided.
- B. Service Calls and Rabies Response. In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, Everman will process and ship for Rabies testing such Bite Animals which are delivered by Edgecliff Village officials to Everman.
- C. Impoundment of Dogs. Everman will board Dogs delivered to the Animal Shelter by Edgecliff Village officials pursuant to Section 6 of this Agreement.

5.
DUTIES OF EDGECLIFF VILLAGE

- A. Edgecliff Village agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Paragraph 4 of this Agreement, including criminal enforcement.
- B. Edgecliff Village agrees that it will pursue, at its discretion, the issuance and execution of warrants or other court orders necessary for the seizure of Animals requiring Quarantine or testing under Section 4.C. of this Agreement, whose owners have failed or refused to place them for Quarantine or testing. Edgecliff Village further agrees that Everman is not required to pursue the issuance and execution of such warrants.

6.
IMPOUNDMENT AND DISPOSITION OF ANIMALS

- A. A live, Stray Dog impounded by Edgecliff Village and delivered to the Animal Shelter under this Agreement shall be held for a period of not less than ninety-six (96) hours, unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. A quarantined Animal impounded by Edgecliff Village and delivered to Everman shall be held or presented for testing according to the Act and the Rules. Edgecliff Village shall provide in writing to Everman the date of the Bite incident and the Animal's date of release from Quarantine. Edgecliff Village shall pay charges for impounded Dogs and quarantined Animals as specified in Exhibit "A."

- B. Prior to the expiration of the impoundment period, Everman may destroy an impounded Dog if the Everman Animal Control Officer or the Everman Animal Control veterinarian recommends and approves such action.
- C. Impounded Animals will be released to the Animal Owner upon:
 - (1) Proof of identification;
 - (2) Payment of all fees in accordance with the Edgecliff Village and Everman fee schedules;
 - (3) Vaccination of the Animal against Rabies at the Animal Owner's expense if the Animal is a Dog or a Cat over 12 weeks of age and the Animal Owner does not have an unexpired Rabies vaccination certificate for the Animal.
- D. The ownership of impounded or quarantined Animals from Edgecliff Village that have not been released to the Animal Owner on the expiration of the impoundment or Quarantine period, or submitted for Rabies testing, shall lie with Edgecliff Village, and Edgecliff Village authorizes Everman to place the Animals for adoption, to transfer them to other Animal welfare organizations, or to be euthanized, at the sole discretion of Everman. Edgecliff Village specifically authorizes Everman to euthanize all Animals from Edgecliff Village that are not adopted or transferred.
- E. All quarantined Animals from Edgecliff Village not reclaimed by the Animal Owner will be disposed of pursuant to Section 6.D. above, and Edgecliff Village will be billed for any costs incurred for disposal.
- F. Edgecliff Village will be billed only for costs incurred and associated with impounded Dogs and quarantined Animals delivered by Edgecliff Village.
- G. Everman will impound and hold Dogs from Edgecliff Village which have been seized only under Chapters 821 or 822 of the Texas Health and Safety Code.

7.

EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating Everman or an officer or employee of Everman as the "local health authority" or "local rabies control authority" of Edgecliff Village as those terms are defined or used in Title 10 of the Texas Health and Safety Code.
- B. Nothing in this Agreement shall be deemed as requiring Everman to investigate reports of Dangerous Dogs, to register Dangerous Dogs, or otherwise regulate Dangerous Dogs in Edgecliff Village under the authority of Chapter 822, Subchapter D of the Texas Health and Safety Code.
- C. Nothing in this Agreement shall be deemed as requiring Everman to Quarantine or present for testing domestic Animals that have been bitten by or directly exposed by physical contact to a rabid Animal or its fresh tissues.

- D. Everman shall not impound Stray Animals if Edgecliff Village fails to enact and maintain rules or ordinances pursuant to Sections 826.015 and 826.033 of the Act that require Animals to be restrained at all times.

8.

RESPONSIBILITY FOR EMPLOYEES

Everman employees who provide services under this Agreement are deemed to be Everman employees when providing such services. Everman will exercise complete control over the hiring, training, supervision, and conduct of such employees. Everman will be responsible for all wages and applicable payroll deductions, unemployment taxes, workers' compensation insurance, vacations, holidays, and fringe benefits for such employees and for all uniforms, vehicles, and equipment used by such employees for providing services under this Agreement. Edgecliff Village shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Edgecliff Village becomes necessary for resolution of the emergency.

9.

COMPENSATION

- A. As fair compensation for the services rendered, Edgecliff Village agrees to pay Everman for its services based on the schedule attached hereto as Exhibit "A", as pertinent, which is hereby incorporated as a part of this Agreement as if it were set forth at length. Everman may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving Edgecliff Village 120 days' written notice.
- B. Head and shipment preparation fees shall be as described in Exhibit "A".
- C. Edgecliff Village will not pay Everman more than \$20,000.00, in total per contract year, for services rendered during the term of this Agreement. This amount shall herein constitute a not to exceed limitation placed upon this Agreement, and when such amount is reached, Everman will cease providing such services. Everman agrees to provide Edgecliff Village with an itemized monthly bill. Edgecliff Village agrees to promptly pay such bills upon presentation by Everman, such payments to be made from current revenues available to Edgecliff Village, within thirty (30) days of receipt. In the event of the termination of this Agreement, Everman shall bill Edgecliff Village for any outstanding balance, regardless of the amount but subject to the not-to-exceed limitation, and Edgecliff Village agrees to promptly pay such bill, within thirty (30) days of receipt.
- D. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due Everman shall be paid from revenues available to Edgecliff Village in that current fiscal year.

10.

FEES CHARGED ANIMAL OWNERS

Edgecliff Village hereby agrees that Everman may charge, or cause to be charged, the fees set out in Exhibit "B" to the Animal Owner that have been impounded or quarantined. Exhibit "B"

is hereby incorporated as a part of this Agreement as if it were set forth at length. Everman is hereby authorized to increase said fees during the terms of this Agreement by giving Edgecliff Village 120 days' notice. Notwithstanding the fees charged to Animal Owners, Edgecliff Village shall remain responsible to Everman for the fees set out in Exhibit "A.," subject to the annual not-to-exceed limitation described in Section 9. C.

11.

LIABILITIES

- A. To the extent permitted by law, Edgecliff Village shall be responsible for all work-related deaths, injuries or diseases of Edgecliff Village employees, and for property damage, personal injury or death caused by such employees, relating to work provided pursuant to this Agreement.
- B. To the extent permitted by law, Everman shall be responsible for all work-related deaths, injuries or diseases of Everman employees, and for property damage, personal injury or death caused by Everman employees or volunteers relating to work provided pursuant to this Agreement.
- C. Edgecliff Village shall be responsible for all property damages, personal injuries and death caused by the use of Everman and Edgecliff Village equipment and vehicles caused by Edgecliff Village employees or volunteers pursuant to this Agreement. Furthermore, Edgecliff Village shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Edgecliff Village employees or volunteers during the provision of services hereunder.
- D. Everman shall be responsible for all property damages, personal injuries and death caused by the use of Everman equipment and vehicles caused by Everman employees or volunteers pursuant to this Agreement. Furthermore, Everman shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen caused by Everman employees or volunteers during the provision of services hereunder.

12.

IMMUNITY & THIRD PARTIES

- A. Edgecliff Village expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between Everman and Edgecliff Village alleging a breach of this Agreement. Edgecliff Village does this as consideration for Everman's offer to enter into this Agreement with Edgecliff Village. No third party may use this waiver in any way and no waiver of immunity in favor of a third party is intended by this Agreement.
- B. Nothing in this Agreement shall be construed to expand the liability of City or Edgecliff Village beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

13.

TERMINATION

It is further agreed by and between Everman and Edgecliff Village that Everman and Edgecliff Village shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other Party.

14.

ENTIRETY

This Agreement contains all commitments and agreements of the Parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

15.

MODIFICATION

This Agreement may be modified by the mutual agreement of the Parties, if the modification is in writing and signed by Everman and Edgecliff Village.

16.

SEVERABILITY

In case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.

AUTHORITY

This Agreement is made for Everman and Edgecliff Village as an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code.

18.
AUTHORIZATION

The undersigned officer and/or agents of the Parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties, and each Party hereby certifies to the other that any necessary resolutions or other approval extending such authority have been duly passed and are now in full force and effect.

19.
FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

20.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either Party fails to appropriate funds sufficient for Everman to fulfill its obligations under this Agreement, then Everman may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of either Party's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

21.
NOTICES

Any notice given pursuant to this Agreement shall be given either in writing and delivered or mailed by certified or registered United States mail, addressed as follows or to the email address listed below:

If to Everman:	City of Everman
	Attn: _____
	212 North Race St.
	Everman, Texas 76140
	Email: _____

If to Edgecliff Village: City of Edgecliff Village
Attn: _____
1605 Edgecliff Rd
Edgecliff Village, Texas
76134 Email: _____

The designation of the person to whom and the place to which notices are to be mailed or delivered may be changed by either Party by giving notice to the other Party.

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SIGNATURE PAGE

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EVERMAN, TEXAS AND
THE CITY OF EDGECLIFF VILLAGE, TEXAS, FOR RABIES CONTROL AND THE
SHARED USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

CITY OF EVERMAN

CITY OF EDGECLIFF VILLAGE

C. W. Spencer
City Manager

Dennis Rigney
Honorable Mayor

Date: _____

Date: _____

APPROVED

Alan Wayland
City Attorney
City of Everman

City Attorney
Town of Edgecliff Village

ATTEST:

Mindi Parks
City Secretary
City of Everman

EXHIBIT A

SCHEDULE OF FEES TO BE PAID BY EDGECLIFF VILLAGE

Impoundment/Boarding Fee:

Edgecliff Village shall pay Everman only costs incurred as a result of impounding or quarantining an animal from the Edgecliff Village, 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 EDGECLIFF VILLAGE 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