

STATE OF TEXAS

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COUNTY OF TARRANT

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**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 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 City of Forest Hill, Texas, a home-rule municipality located in Tarrant County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "Forest Hill"). Everman and Forest Hill 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**, Forest Hill wishes to participate in an interlocal agreement with Everman for the purpose of limited rabies control and animal impoundment in Forest Hill; and

**WHEREAS**, the City Councils of Everman and Forest Hill believe this Agreement is in the best interests of the citizens of Everman and Forest Hill 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 Forest Hill whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, Everman agrees to provide Forest Hill with limited rabies control services in Forest Hill, and Everman agrees to provide impoundment for animals and quarantine facilities for animals pursuant to this Agreement for the benefit of Forest Hill.

## **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 Bite 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 August 17, 2022, and ending on September 30, 2023. 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 Forest Hill between regular operating hours of the animal shelter. In the event that Everman personnel are not available, Forest Hill personnel will have access to the animal shelter for the purpose of securing impounded animals after hours.
- 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 Forest Hill officials to Everman.
- C. Impoundment of Animals. Everman will board Animals delivered to the Animal Shelter by Forest Hill officials pursuant to Section 6 of this Agreement.

**5.**  
**DUTIES OF FOREST HILL**

- A. Forest Hill 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. Forest Hill 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. Forest Hill 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 Animal impounded by Forest Hill and delivered to the Animal Shelter under this Agreement shall be held for a period of not less than seventy two (72) hours (the "Standard Holding Period"), unless released earlier to its owner ("Animal Owner") or as described in subsection 6.D. below. The Standard Holding Period shall commence on the day the Animal is delivered by Forest Hill to the Shelter (the "Intake Day") and end at 12:01 a.m. on the day following the third full 24-hour day after the Intake Day. A quarantined Animal impounded by Forest Hill and delivered to Everman shall be held or presented for testing according to the Act and the Rules and shall be held for the state-mandated ten (10) day observation period, starting at the time the bite occurred (the

“Standard Quarantine Period”). Forest Hill shall provide in writing to Everman the date of the Bite incident and the Animal's date of release from Quarantine. Forest Hill shall pay charges for impounded Dogs and quarantined Animals as specified in Exhibit “A.”

- B. Prior to the expiration of the Standard Holding Period or the Standard Quarantine Period, as may be applicable, Everman may humanely destroy an impounded or quarantined Animal if the Everman Animal Control Officer or the Everman Animal Control veterinarian recommends and approves such action if the Animal is in great pain and suffering due to an injury and probably will not recover.
- C. Impounded Animals will be released to the Animal Owner upon:
  - (1) Proof of identification;
  - (2) Payment of all fees in accordance with the Forest Hill 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 Forest Hill that have not been on or prior to the expiration of the Standard Holding Period or Standard Quarantine Period been released to the Animal Owner, or submitted for Rabies testing, shall lie with Forest Hill, and Forest Hill authorizes Everman to place such Animals for adoption, to transfer them to other Animal humane welfare organizations, or to be humanely euthanized, at the sole discretion of Everman. Forest Hill specifically authorizes Everman to humanely euthanize all Animals from Forest Hill that are not released to the Animal Owner or which have not been requested to be released to said Animal Owner, adopted or transferred prior to expiration of the Standard Holding Period or state law Quarantine period.
- E. All quarantined Animals from Forest Hill not reclaimed by the Animal Owner will be humanely disposed of pursuant to Section 6.D. above, and Forest Hill will be billed for any costs incurred for disposal.
- F. Forest Hill will be billed only for costs incurred and associated with impounded Animals and quarantined Animals delivered by Forest Hill.
- G. Everman will impound and hold Animals from Forest Hill 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 Forest Hill 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

Forest Hill 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. Everman shall not impound Stray Animals if Forest Hill 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. Forest Hill shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Forest Hill becomes necessary for resolution of the emergency.

**9.**

**COMPENSATION**

- A. As fair compensation for the services rendered, Forest Hill 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 Forest Hill 120 days' written notice.
- B. Head and shipment preparation fees shall be as described in Exhibit "A".
- C. Forest Hill 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 Forest Hill with an itemized monthly bill. Forest Hill agrees to promptly pay such bills upon presentation by Everman, such payments to be made from current revenues available to Forest Hill, within thirty (30) days of receipt. In the event of the termination of this Agreement, Everman shall bill Forest Hill for any outstanding balance, regardless of the amount but subject to the not-to-exceed limitation, and Forest Hill 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 Forest Hill in that current fiscal year.

**10.**

**FEES CHARGED ANIMAL OWNERS**

Forest Hill 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 Forest Hill 120 days' notice. Notwithstanding the fees charged to Animal Owners, Forest Hill 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, Forest Hill shall be responsible for all work-related deaths, injuries or diseases of Forest Hill 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. Forest Hill shall be responsible for all property damages, personal injuries and death caused by the use of Forest Hill equipment and vehicles or caused by Forest Hill employees or volunteers pursuant to this Agreement. Furthermore, Forest Hill shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Forest Hill 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 or 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. Forest Hill expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between Everman and Forest Hill alleging a breach of this Agreement. Forest Hill does this as consideration for Everman's offer to enter into this Agreement with Forest Hill. 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 Forest Hill 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 Forest Hill that Everman and Forest Hill 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 Forest Hill.

**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 Forest Hill 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 Forest Hill:

City of Forest Hill  
Attn: Venus Wehle  
Interim City Manager  
3219 E California Parkway  
Forest Hill, Texas 76119  
Email:  
vwehle@foresthilltx.org

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 FOREST HILL, TEXAS, FOR RABIES CONTROL AND THE  
SHARED USE OF THE CITY OF EVERMAN ANIMAL SHELTER**

**CITY OF EVERMAN**

\_\_\_\_\_  
C. W. Spencer  
City Manager

Date: \_\_\_\_\_

**CITY OF FOREST HILL**

\_\_\_\_\_  
Venus M. Wehle  
Interim City Manager

Date: 8/17/2022

**APPROVED**

\_\_\_\_\_  
Alan Wayland  
City Attorney  
City of Everman

\_\_\_\_\_  
Courtney Morris  
Asst. City Attorney  
City of Forest Hill

**ATTEST:**

\_\_\_\_\_  
Mindi Parks  
City Secretary  
City of Everman

\_\_\_\_\_  
Amy L. Anderson  
City Secretary  
City of Forest Hill



## **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