

**FIRST AMENDMENT OF CITY SECRETARY CONTRACT NUMBER 60114  
AN INTERLOCAL AGREEMENT FOR RABIES CONTROL  
BETWEEN THE CITY OF FORT WORTH AND TARRANT COUNTY, TEXAS**

This **First Amendment of City Secretary Contract Number 60114** (“First Amendment”) is entered into by and between the **City of Fort Worth** (“City”), a home-rule municipal corporation of the State of Texas, and **Tarrant County, Texas** (“County”), acting by and through its duly authorized County Judge.

**WHEREAS**, the City and County entered into an interlocal agreement for the City to provide the County with limited rabies control services in the unincorporated areas of Tarrant County as well as impoundment and quarantine facilities for animals for the benefit of County, (“Agreement”); and

**WHEREAS**, the City and County desire to amend the Agreement to revise provisions relating to the number of animals impounded by the City;

**NOW, THEREFORE**, City and County, acting herein by the through their duly authorized representatives, enter into the following agreement to renew and amend the Agreement as follows:

1.

Section 6, subsection H of the Agreement is amended in its entirety to be and read as follows:

H. The City will notify the County when the number of animals impounded by the City pursuant to this Agreement exceeds 375 animals during the term of the Agreement. The City will not impound animals pursuant to this Agreement in an amount in excess of 400 animals without written approval from the County.

2.

Section 9, subsection B of the Agreement is amended to change the total compensation amount from **\$148,566.00** to **\$198,088.00**.

3.

Exhibit A of the Agreement is amended in its entirety to be read as set forth in Exhibit A of this First Amendment which is attached hereto and incorporated herein by reference.

4.

a. All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

b. All terms in this First Amendment that are capitalized, but not defined, shall have the meanings ascribed to those terms in the Agreement.

Executed to be effective on June 11, 2024.

**City of Fort Worth:**

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Valerie Washington  
Assistant City Manager

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

*Recommended by:*

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Christopher McAllister  
Assistant Code Compliance Director

**APPROVED AS TO FORM AND LEGALITY:**

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Samuel Angel  
Assistant City Attorney

**Contract Authorization:**

M&C: None Required  
Form 1295: N/A

**ATTEST:**

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Jannette Goodall  
City Secretary

**Contract Compliance Manager:**

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract including ensuring all performance and reporting requirements.

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Christopher Lirette  
Code Compliance Superintendent

**Tarrant County, Texas**

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Judge Tim O'Hare  
County Judge

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

APPROVED AS TO FORM:

Kimberly Collier Wesley  
Criminal District Attorney's Office\*

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

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Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

## EXHIBIT A

### SCHEDULE OF FEES PAID BY COUNTY

#### **Impoundments:**

During the initial term of this agreement the County shall pay the City a total compensation not to exceed **\$198,088.00** for up to 400 animals impounded by the City from unincorporated Tarrant County. For each renewal year, the total compensation not to exceed amount will increase by 3%. Payment for the initial term and each renewal term are as follows:

<b>Year</b>	<b>Total Compensation</b>	<b>Monthly Payment</b>
Fiscal 2024 <i>(Initial Term)</i>	\$148,566.00 yearly 300 impoundments	\$12,380.50
Fiscal 2024 Amendment Change Start June 2024 to September 2024	\$49,522.00 increase to 400 impoundments Total: \$198,088.00	\$24,761.00 New invoice June through September 2024
Fiscal 2025 <i>(Renewal Term)</i>	\$204,032.04 yearly	\$17,002.67
Fiscal 2026 <i>(Renewal Term)</i>	\$210,152.04 yearly	\$17,512.67
Fiscal 2027 <i>(Renewal Term)</i>	\$216,456.00 yearly	\$18,038.00
Fiscal 2028 <i>(Renewal Term)</i>	\$222,951.96 yearly	\$18,579.33

For all service calls where an animal is impounded, the service call fee is waived and a flat rate charge per animal is assessed. These rates are included in the yearly rate for each renewal year, the flat rate charge shall increase by 3%. The flat rate charged per animal the initial term and each renewal term are as follows:

<b>Year</b>	<b>Flat Rate Animal Service Call</b>
Fiscal Year 2024 <i>(Initial Term)</i>	\$495.22
Fiscal Year 2025 <i>(Renewal Term)</i>	\$510.08
Fiscal Year 2026 <i>(Renewal Term)</i>	\$525.38
Fiscal Year 2027 <i>(Renewal Term)</i>	\$541.14
Fiscal Year 2027 <i>(Renewal Term)</i>	\$557.38

Beyond the first 400 animals, the County shall pay the City a flat fee of \$495.22 for each additional animal impounded from unincorporated Tarrant County, up to a maximum of 10 additional animals.