

STATE OF TEXAS

COUNTY OF TARRANT

**INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND TARRANT COUNTY**

THIS AGREEMENT is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation situated in Tarrant, Denton, Parker, Johnson and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as "City"), and Tarrant County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County").

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, County wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the unincorporated areas of Tarrant County; and

WHEREAS, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, it is agreed as follows:

1.
PURPOSE

The purpose of this Interlocal Agreement is to enter into an Agreement between City and County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide County with limited rabies control services in the unincorporated areas of Tarrant County, and City agrees to provide

impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of County.

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.

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

ANIMAL CARE AND CONTROL CENTER shall mean a facility located in Fort Worth, Texas, which is operated by the City 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.

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's owner or keeper.

3.

TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning on October 1, 2023 and ending on September 30, 2024. In addition, the term may be extended by mutual written agreement of the parties, for up to four additional one-year terms.

4.

SERVICES BY CITY

A. Hours

City agrees to perform the services described herein for County in the unincorporated areas of Tarrant County, between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays. In the event of an emergency or involving potentially rabid animals that occur after-hours, weekends, or holidays, City agrees to provide services in Subsection B. and C. in the manner and extent that the City deems appropriate.

B. Calls For Service

City will screen and respond to the incoming calls listed below in the manner and to the extent that it deems appropriate, including but not limited to the impoundment of stray animals and the euthanizing of sick or injured animals. Incoming calls include:

- (1) Reports of stray injured animals;
- (2) Reports of stray dangerous dogs;
- (3) Reports of captured dogs;
- (4) Report by officials of public or private elementary and secondary schools of stray dogs upon or near school property; and
- (5) Requests by County to patrol for stray dogs in specific areas on a limited basis.

C. Rabies Response

In the manner and to the extent that it deems appropriate and in accordance with the Rules and the Act, City will:

- (1) Screen incoming calls, take reports and investigate such reports of bites or of animals that are suspected of being rabid;
- (2) Place animals referred to it in C (1) above in rabies quarantine or euthanize such animals for rabies testing;
- (3) Process and ship other animal specimens for rabies testing which are presented by the County to the City; and
- (4) Provide surveillance and trapping of suspected bite animals and of animals that are suspected of being rabid.

- (5) Promptly report to county epidemiologist and the health authority any potential or actual human exposure to a rabid animal(s) occurring in the unincorporated areas of the County.

- D. Impoundment of Animals
City will impound animals pursuant to Section 6.

5.

DUTIES OF COUNTY

- A. County 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. County agrees that it will provide prompt response by the Sheriff's Office to calls for assistance by the City when performing services under this Agreement.
- C. County 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 Paragraph 4 (C) of this Agreement, whose owners have failed or refused to place them for quarantine or testing. County further agrees that City is not required to pursue the issuance and execution of such warrants.
- D. County agrees to provide City with three (3) dog traps at the commencement of this Agreement and will replace any of such traps that are stolen or destroyed within thirty days (30) during the term of this Agreement. If this Agreement is not renewed, such traps will be returned to County.

6.

IMPOUNDMENT AND DISPOSITION OF ANIMALS

- A. A live, stray dog impounded by the City 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"). A quarantined animal shall be held or presented for testing according to the Act and the Rules. The County shall provide in writing to the City the date of the bite incident and the animal's date of release from quarantine. Any dog presented by a resident of unincorporated Tarrant County may be accepted by the City provided that County shall pay for such surrendered animals, as specified in Exhibit "A".
- B. Prior to the expiration of the impoundment period, the City may destroy an impounded dog if the Animal Services Administrator or Animal Control Manager of the City or the Animal Care and Control's veterinarian recommends and approves such action.
- C. Impounded dogs will be released to their owners upon:
- (1) Proof of identification;
 - (2) Payment of Exhibit "B" fees;

- (3) Arranging for a rabies vaccination for the animal if it is a dog or a cat over 16 weeks of age and its vaccination is not current.
- D. The ownership of impounded or quarantined animals that have not been released to their owners on the expiration of the impoundment or quarantine period shall lie with the County, and the County authorizes the City to place the animals for adoption, to transfer them to other animal welfare organizations, or to be euthanized, at the sole discretion of the City or as required by law. The County specifically requests the City euthanize all animals from the County that are not adopted or transferred.
- E. All quarantined animals from the County not reclaimed by their owner will be disposed of pursuant to Section 6.D. above and the County will be billed for the cost in accordance with the fee schedule as specified in Exhibit "A".
- F. Tarrant County will be billed for all impounded animals delivered by or from unincorporated Tarrant County.
- G. The City will impound and hold dogs from the County which have been seized by the County only under Chapters 821 or 822 of the Texas Health and Safety Code. The County agrees to request, pursuant to Chapters 821 and 822, an Appeals Bond to cover the fees-estimated to be charged to the Animal Owner under Exhibit "B" and the County agrees to pay the City all fees which would have been charged the Animal Owner in the event the court does not require the Animal Owner to pay the fees or where the Animal Owner is ordered by the court to pay and fails to pay.
- H. The City will notify the County when the number of animals impounded during the term of this agreement exceeds 300 animals.

7.

EXCLUSIONS

- A. Nothing in this Agreement shall be deemed as designating the City or an officer or employee of the City as the "local health authority" or "local rabies control authority" of the County as those terms are defined or used in Title 10, Health and Safety Code, Vernon's Texas Codes Annotated.
- B. Nothing in this Agreement shall be deemed as requiring the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in unincorporated areas of Tarrant County, under the authority of Chapter 822 Subchapter D. of the Health and Safety Code, Vernon's Texas Codes Annotated.
- C. **City shall not patrol for and/or impound stray animals if County fails to enact and maintain rules or ordinances pursuant to Sections 826.014 and 826.033 of the Texas Health and Safety Code that require animals in the unincorporated areas of the County to be restrained at all times.**

8.

RESPONSIBILITY FOR EMPLOYEES

City employees who provide services under this Agreement are deemed to be City employees when providing such services. City will exercise complete control over the hiring, training, supervision, and conduct of such employees. City 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 (except as provided in Paragraph 5(D) of this Agreement) used by such employees for providing services under this Agreement. County shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by County becomes necessary. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against the County for losses incurred in the course of City's services rendered to County under this Agreement.

9.

COMPENSATION

- A. As fair compensation for the services rendered County agrees to pay City 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. City may adjust any fee listed in Exhibit "A" during the term of this Agreement by giving County 120 days' written notice.
- B. County will pay the City a total compensation amount not to exceed **\$148,566.00** for the initial term of this Agreement for services rendered during this Agreement. For each renewal term, the total compensation amount and fees shall increase by 3% and the County shall pay the City in accordance with Exhibit "A". This amount shall herein constitute a not to exceed limitation placed upon this Agreement, and when such amount is reached, City will cease providing such services. City agrees to provide the County with an itemized monthly bill. County agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to County, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill County for any outstanding balance, regardless of the amount, and County agrees to promptly pay such bill, within thirty (30) days of receipt.
- C. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due City under subparagraph A. above shall be paid from revenues available to County in that current fiscal year.

10.

FEES CHARGED TO ANIMAL OWNERS

County hereby agrees that City may charge, or cause to be charged, the fees set out in Exhibit "B" to the owners of animals 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. City is

hereby authorized to increase said fees during the terms of this Agreement by giving the County 120 days' notice.

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LIABILITIES

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

12.

IMMUNITY & THIRD PARTIES

- A. The County expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and County alleging a breach of this Agreement. The County does this as consideration for the City's offer to enter into this Contract with the County. 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 benefit any third party other than an employee or officer of County or City while in the performance of this Agreement. This Agreement may not be construed to expand the liability of City or County 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 City and County that City and County 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 City and County.

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 City and County as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

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 hereto, and each party hereby certifies to the other that any necessary resolutions 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 obligations 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 the term of this Agreement, either the Fort Worth City Council or the Tarrant County Commissioner's Court fails to appropriate sufficient funds for the affected party to fulfill its obligations under this Agreement, the affected Party may terminate this agreement to be effective on the later of (i) thirty (30) days following delivery to the other party of the affected Party's intention to terminate or (ii) the last date for which funding has been appropriated by the affected Party for the purposes set forth in this Agreement.

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SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR RABIES CONTROL
CITY OF FORT WORTH AND TARRANT COUNTY

CITY OF FORT WORTH

TARRANT COUNTY

Valerie Washington
Assistant City Manager

Date: _____

Tim O'Hare
County Judge

Date: _____

RECOMMENDED

Christopher McAllister
Asst. Code Compliance Director

**APPROVED AS TO FORM
& LEGALITY**

Christopher Austria
Assistant City Attorney

ATTEST:

Jannette Goodall
City Secretary

M&C: 23-0483
1295: N/A

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.

By: _____
Name: Christopher Lirette
Title: Code Compliance Superintendent

*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.

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

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 **\$148,566.00** for up to 300 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:

Year	Total Compensation	Monthly Payment
Fiscal 2024 <i>(Initial Term)</i>	\$148,566.00 yearly	\$12,380.50
Fiscal 2025 <i>(Renewal Term)</i>	\$153,024.00 yearly	\$12,752.00
Fiscal 2026 <i>(Renewal Term)</i>	\$157,614.00 yearly	\$13,134.50
Fiscal 2027 <i>(Renewal Term)</i>	\$162,342.00 yearly	\$13,528.50
Fiscal 2028 <i>(Renewal Term)</i>	\$167,214.00 yearly	\$13,934.50

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:

Year	Flat Rate Animal Service Call
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 300 animals, the County shall pay the City a flat fee of \$4,000.00 for each additional full or partial increment of up to 10 additional animals impounded from unincorporated Tarrant County.

EXHIBIT B

SCHEDULE OF FEES TO BE PAID TO **CITY BY OWNERS RECLAIMING** **ANIMALS**

Rabies vaccination fee	\$ 9.00 per reclaimed dog or cat
Spay or neuter fee	\$50.00 per cat \$80.00 per dog
Microchip Fee	\$12.00 per reclaimed dog or cat
Daily board fees:	
Kenneling (dog, cat, small animal)	\$30.00 per day
Kenneling (other than dogs, cats or small animal)	\$30.00 per day
Quarantined animals and dangerous dogs	\$50.00 per day