STATE OF TEXAS §
§
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT FOR RABIES CONTROL CITY OF BENBROOK

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, and Wise Counties, Texas, acting by and through its duly authorized Assistant City Manager (hereinafter referred to as "City"), and the City of Benbrook, Texas, a home-rule municipal corporation located in Tarrant County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "Benbrook").

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, Benbrook wishes to participate in an interlocal agreement with City for the purpose of limited rabies control in the City of Benbrook; and

WHEREAS, Benbrook 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 Benbrook whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Benbrook with limited rabies control services in the City of Benbrook,

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 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, 2020 and ending on September 30, 2021. In addition, the term may be extend by mutual written agreement of the parties, for up to two additional one-year terms.

4.
SERVICES BY CITY

A. Hours
City agrees to perform the services described herein for the City of Benbrook, between the hours of 8:00 a.m. and 4:00 p.m. only, weekdays and weekends, excluding holidays, with no after-hours service provided.

B. Head Preparation
City agrees to perform specimen submission in accordance with Texas Administrative Code, §169.33 Submission of Specimens for Laboratory Examination.

5.
DUTIES OF BENBROOK

A. Benbrook 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. Benbrook 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. Benbrook further agrees that City is not required to pursue the issuance and execution of such warrants.

6.
RESERVED

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 Benbrook as those terms are defined or used in Title 10 of the Texas 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 the

City of Benbrook under the authority of Chapter 822 Subchapter D. of the Texas Health and Safety Code, Vernon's Texas Codes Annotated.

C. Nothing in this Agreement shall be deemed as requiring the City 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.

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 used by such employees for providing services under this Agreement. Benbrook shall have no direct supervisory authority over such employees except in emergency situations where the exercise of supervision by Benbrook becomes necessary for resolution of the emergency. Regarding workers' compensation insurance, the City shall not waive its right to subrogate against Benbrook for losses incurred in the course of City's services rendered to Benbrook under this Agreement.

9.

COMPENSATION

A. As fair compensation for the services rendered Benbrook 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 Benbrook 120 days' written notice.

B. Head and shipment preparation fees shall be as described in Exhibit "A".

C. Benbrook will not pay City more than **$5000.00,** 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, City will cease providing such services. City agrees to provide the Benbrook with an itemized monthly bill. Benbrook agrees to promptly pay such bills upon presentation by the City, such payments to be made from current revenues available to Benbrook, within thirty (30) days of receipt. In the event of the termination of this Agreement, City shall bill Benbrook for any outstanding balance, regardless of the amount, and Benbrook 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 City shall be paid from revenues available to Benbrook in that current fiscal year.

10.
LIABILITIES

A. To the extent permitted by law, Benbrook shall be responsible for all work-related deaths, injuries or diseases of Benbrook 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. Benbrook shall be responsible for all property damages, personal injuries and death caused by the use of City and Benbrook equipment and vehicles caused by Benbrook employees or volunteers pursuant to this Agreement. Furthermore, Benbrook shall be responsible for the repair or replacement of all such equipment and vehicles damaged, destroyed, lost or stolen by Benbrook 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.

11.
IMMUNITY & THIRD PARTIES

A. Benbrook expressly waives its right to assert immunity from suit for a claim forming the basis of a suit between the City and Benbrook alleging a breach of this Agreement. Benbrook does this as consideration for the City's offer to enter into this Contract with Benbrook. 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 Benbrook beyond the scope of Chapter 101 of the Texas Civil Practice and Remedies Code unless specifically stated herein.

12.
TERMINATION

It is further agreed by and between City and Benbrook that City and Benbrook shall each have the right to terminate this Agreement upon thirty (30) days written notice to the other party.

13.
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.

14.
MODIFICATION

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by City and Benbrook.

15.
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.

16.
AUTHORITY

This Agreement is made for City and Benbrook as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

17.
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.

18.
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 tenns of this Agreement to do or person 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.

19.
FISCAL FUNDING LIMITATION

If for any reason, at any time during any term of this Agreement, either city fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, that City may terminate this Agreement to be effective on the later of (i) thirty (30) days following delivery of written notice of the city'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.

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

CITY OF FORT WORTH

_____
Valerie Washington
Assistant City Manager

Date: _____

CITY OF BENBROOK

_____
Andy Wayman
City Manager

RECOMMENDED

_____
Dr. Timothy Morton
Asst. Code Compliance Director

APPROVED AS TO FORM
AND LEGALITY

_____
Betsy Elam
City Attorney

APPROVED AS TO FORM
AND LEGALITY

_____
Christopher Austria
Assistant City Attorney

ATTEST:

_____
Michael Mullinax, Commander
Contract Manager

ATTEST:

_____
Mary J. Kayser
City Secretary

M&C: 20-0595
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

EXHIBIT A

SCHEDULE OF FEES PAID BY BENBROOK

SPECIMEN HEAD PREPARATION AND SHIPMENT

Per Animal Head Specimen	$200.00 per specimen