

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 10-02-2025

Submitted By: County Judge's Office

Department: _____

Signature of Elected Official/Department Head:

Court Decision: <small>This section to be completed by County Judge's Office</small>
 10-2-2025

Description:

Consider and Approve Interlocal Agreement Between City of Fort Worth and Johnson County for Limited Animal Control Services; with Authorization for County Judge to Sign-County Judge's Office

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

**INTERLOCAL AGREEMENT BETWEEN CITY OF FORT WORTH
AND JOHNSON COUNTY**

This Interlocal Agreement (“Agreement”) is made between the **City of Fort Worth (“FORT WORTH”)**, a home-rule municipal corporation of the State of Texas, acting by and through its duly-authorized Assistant City Manager and the **JOHNSON COUNTY** acting herein through its Commissioners Court and its duly authorized County Judge.

WHEREAS, the Texas State Legislature has authorized the formation of interlocal cooperating contracts between and among governmental entities;

WHEREAS, this Agreement, under Chapter 791 of the Texas Government Code, is made for the purposes of providing a governmental function or service, animal control, that each party to the contract is authorized to perform individually;

WHEREAS, FORT WORTH and Johnson County desire to enter into this Agreement to provide limited animal control services within Johnson County;

WHEREAS, the governing bodies of FORT WORTH and Johnson County find that this Agreement is necessary for the benefit of the public and the performance of this Agreement is in the common interest of both parties;

WHEREAS, the governing bodies of FORT WORTH and Johnson County have authorized entering into this Agreement; and

WHEREAS, the governing bodies of FORT WORTH and Johnson County, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments only from current revenues legally available to such party.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

ARTICLE 1.

PURPOSE

The purpose of this Agreement is to enter into an Agreement between City and Johnson County whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, City agrees to provide Johnson County with limited animal control services within the County, and City agrees to provide impoundment and related services for dogs pursuant to this Agreement for the benefit of Johnson County.

ARTICLE 2.

FORT WORTH'S RESPONSIBILITY

- A. City will identify and impound up to 30 live stray dogs within Johnson County. Impounded animals immediately become property of the City. Subject to Subsection C, City agrees to transport all impounded animals to City of Fort Worth facilities and provide appropriate vaccinations, microchipping, and any other services the City deems necessary. City agrees to provide the services described herein for Johnson County, between the hours of 8:00 a.m. and 4:00 p.m. weekdays and weekends, excluding holidays, with no after-hours service provided.
- B. Services under this Agreement are limited to a specific pack(s) of wild dogs, to be identified at the time of impoundment. Nothing in this agreement requires City to perform general animal control services in Johnson County for any/all unrestrained dogs that may be encountered. City will determine, in its sole discretion, when all dogs subject to this agreement have been identified and impounded and will promptly notify County. City will not perform any additional services not provided by this Article.
- C. Dogs may be euthanized in extenuating circumstances. Chemical capture may be used to effectuate services under this Agreement.

ARTICLE 3.

COUNTY'S RESPONSIBILITY

- A. Johnson County agrees that it will retain all responsibility for enforcement of all aspects of the Act not covered in Section 2 of this Agreement, including criminal enforcement.
- B. Johnson County will be billed for all dogs impounded within Johnson County, Texas, excluding all dogs impounded within Godley, Texas.

ARTICLE 4

COMPENSATION

- A. County shall pay City \$200 per impoundment, inclusive of the services outlined in Article 2, Subsection A.
- B. County will not pay City more than **\$6,000.00**, in total, 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 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.

ARTICLE 5.

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 County 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 the City to investigate reports of dangerous dogs, to register dangerous dogs, or otherwise regulate dangerous dogs in Johnson County 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 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.

ARTICLE 6.

TERM AND TERMINATION

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one month, beginning when the Agreement is signed by all parties. The agreement may be extended by mutual agreement of the Parties. Either party may terminate this agreement with 10 days' written notice of termination.

ARTICLE 7.

IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

ARTICLE 8.

ASSIGNMENT

County shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of Fort Worth, which such right shall be granted solely at the discretion of Fort Worth.

ARTICLE 9.

GOVERING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys' fees, court costs and other expenses incurred as a result of the action.

ARTICLE 10.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

ARTICLE 11.

SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

ARTICLE 12.

APPLICABLE LAW

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and ordinances of Fort Worth and Johnson County, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law.

ARTICLE 13.

ENTIRE AGREEMENT

This written instrument contains the entire understanding and agreement between FORT WORTH and Johnson County as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. This Agreement may not be amended unless set forth in writing and signed by both parties.

ARTICLE 14.

SIGNATURE AUTHORITY

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

ARTICLE 15.

INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Johnson County shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of Fort Worth. Subject to and in accordance with the conditions and provisions of this Agreement, Johnson County shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors and subcontractors. Johnson County acknowledges that the doctrine of *respondeat superior* shall not apply as between Fort Worth, its officers, agents, servants and employees, and Johnson County, its officers, agents, employees, servants, contractors and subcontractors. Johnson County further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between Fort Worth and Johnson County.

ARTICLE 16.

NO WAIVER

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

ARTICLE 17.

NON-APPROPRIATION OF FUNDS

Fort Worth and Johnson County will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

ARTICLE 18.

RIGHT TO AUDIT

The Parties agree that there shall exist a reciprocal right to audit, until the expiration of three (3) years after termination of this Agreement, including the right to access and examine at reasonable times any directly pertinent books, documents, papers, records, and communications of either party involving transactions relating to this Agreement at no additional cost to either party. The parties shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The parties shall give reasonable advance notice of intended audits.

ARTICLE 19.

LIABILITY

Nothing in the performance of this Agreement shall impose any liability for claims against Fort Worth or Johnson County other than claims for which liability may be imposed by the Texas Tort Claims Act.

ARTICLE 20.

AMENDMENTS

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, and signed by both parties.

ARTICLE 21.

FORCE MAJEURE

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, without limitation, severe weather events such as hurricanes, tornadoes, floods, ice storms, or hail, and disasters such as

fires, acts of public enemy, acts of superior governmental authority, epidemics, pandemics, riots, rebellion, sabotage, or any similar circumstances not within the reasonable control of either party.

ARTICLE 22.

NOTICE

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth
Attn: Dana Burghdoff, Assistant City Manager
100 Fort Worth Trail
Fort Worth TX 76102-6311
Facsimile: (817) 392-8502

Johnson County, Texas
Attn: Christopher Boedeker
2 N. Main Street
Cleburne, TX 76033
Facsimile: 817-556-6359

With Copy to the City Attorney
At same address

ARTICLE 23.

ELECTRONIC SIGNATURES

This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

[SIGNATURE PAGE FOLLOWS]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ACCEPTED AND AGREED:

<p>CITY OF FORT WORTH</p> <p>By: <u><i>Dana Burghdoff</i></u> <small>Dana Burghdoff (Sep 23, 2025 11:38:28 CDT)</small></p> <p>Name: Dana Burghdoff Title: Assistant City Manager</p> <p>APPROVAL RECOMMENDED:</p> <p><u><i>Christopher McAllister</i></u></p> <p>By: _____ Name: Christopher W. McAllister Title: Assistant Code Compliance Director</p> <p>ATTEST:</p> <p><u><i>Jannette A Goodall</i></u></p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p>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.</p> <p><u><i>Christopher Lirette</i></u></p> <p>By: _____ Name: Christopher Lirette Title: Superintendent</p> <p>APPROVED AS TO FORM AND LEGALITY:</p> <p>By: <u><i>Amarna Muhammad</i></u></p> <p>Name: Amarna Muhammad Title: Assistant City Attorney</p> <p>CONTRACT AUTHORIZATION: M&C: None Required Date Approved: N/a</p> <p>Form 1295 Certification No.: Not Required</p>
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<p>Johnson County</p> <p>By: <u><i>Christopher Boedeker, Johnson County Judge</i></u> <small>Christopher Boedeker, Johnson County Judge (Oct 2, 2025 14:04:38 CDT)</small></p> <p>Name: Christopher Boedeker Title: County Judge</p>
