



Location: 9150 Hwy 1431 W.
Buchanan Dam TX 78609

P.O. Box 1041
Marble Falls TX 78654

512 793-5463
512 793-5203 fax
Email: Hillcountryhs@gmail.com

Hill Country Humane Society
9150 RR 1431 W
Buchanan Dam, TX 78609
512-793-5463

As the new fiscal year approaches we again look forward to offering you, your residents and the dogs and cats of your area, the progressive services of the Hill Country Humane Society (HCHS) Animal Shelter/Adoption Center.

The HCHS Animal Shelter/Adoption Center is the official quarantine facility of Burnet County and Llano County. Thus the facility, staff and operation procedures undergo unannounced yearly inspections by the Texas Department of Health Zoonosis Department. Each year the facility has passed with the highest scores and is considered exemplary in the state of Texas.

The Shelter and Staff provide 24 hour services, either on site or on call to take in animals that have bitten someone and need quarantine, animals requiring legal or court declared impound or cruelty charges or dogs declared dangerous.

The Shelter contract provides the citizens a place to bring stray animals without charging them a fee. Because stray animals are held a minimum of 5 days it gives citizens a chance to contact the Shelter and reclaim their pets that may have been lost.

Before releasing pets to their owners, Shelter staff confirms that the animal has a current Rabies vaccine verified by Veterinarian or an appointment is made for that animal to receive a current Rabies vaccine. Owners are educated on County/State laws, given advice on keeping their animal secure/confined to their property and encouraged to have their pet microchipped before leaving. Owner information is recorded and available to Law Enforcement and for the Shelter to contact the individual if the animal ends up in the Shelter again.

Shelter staff is available to testify in court regarding impound animals and animal cruelty charges. All Animals coming into the Shelter are given an intake number and documented. Final dispositions are recorded and all data input into the computer for records and statistics.

Staff is certified by the Texas Department of Health in euthanasia and available to euthanize animals seriously injured and suffering or animals that need Rabies testing.

Hill Country Humane Society is a nonprofit 501 (c) (3) EIN # 74-2377542
No goods or services were provided to you as a result of this donation.
Please keep this letter as your tax deductible receipt.

Shelter provides a vital service for the public, Law Enforcement, homeless, neglected, lost, stray and abused animals.

In keeping current with public views on animal care and welfare, the Shelter works diligently with animal rescue groups and/or to find good responsible homes for adoptable animals and to provide care, training, attention and minor medical care to animals while in the Shelter.

The focus of the HCHS Animal Shelter/Adoption Center is domestic dogs and cats. The facility is not equipped to handle other domestic or wild animals. In the past year the staff has received increasing number of wild animals from Law Enforcement/ACO for decapitation and head submission to Texas Department of Health. While it is true the Shelter provides quarantine facilities, head decapitation, packaging and shipping to the Texas Department of Health does not fall among that service. Section 2 K addresses this in the contract.

Our Shelter expenses have increased due to the number of animals that they are taking in; therefore we are requesting 5% increase to cover some of these expenses. The Shelter has raised quarantine fees to \$30 per day for individuals requiring 10 day rabies quarantine per law. The Shelter has also increased the Owner Reclaim to \$50 for the first day and \$20 for each additional day in an effort to meet expenses.

OCTOBER 2017 – SEPTEMBER 2018 BUDGET

ESTIMATED SHELTER EXPENSES*	\$345,961
ESTIMATED SHELTER REVENUES*	96,713
CONTRIBUTIONS/DONATIONS	62,237
ANNUAL AMT REQUESTED FROM CITIES & COUNTIES	157,491

*BASED ON July 2016 TO June 2017 EXPENSES AND REVENUES

There is no cap or limit on the number of stray animals that may be brought to the Shelter under this contract.

Your contract is also included. It only needs to be signed and returned to us.

Response is requested by September 30, 2017. If you have any questions do not hesitate to call me.

I will be looking forward to hearing from you.

Thank you,



Dr. Dan McBride – HCHS President
512-756-2802
drdanmcbride@mac.com

ANIMAL SHELTER/ADOPTION CENTER AGREEMENT
owned & operated by the
HILL COUNTRY HUMANE SOCIETY

This agreement made this day by and between the COUNTY OF BURNET (herein called "County") and the HILL COUNTRY HUMANE SOCIETY (herein called "Contractor") as follows:

WHEREAS, the County is authorized pursuant to §826.016, Tex. Health and Safety Code, to enter a contract for services; and,

WHEREAS, Contractor is a non-profit charitable organization dedicated to the prevention of cruelty to animals and is subject to the Texas Charitable Immunity and Liability Act;

1 Animal Shelter/Adoption Center Contractor shall furnish an animal shelter/adoption center sufficient to meet the State requirements, and enable Contractor to provide the services stated herein. Animal shelter and adoption services shall be provided citizens of the County.

2 Operation Contractor shall own, operate, and maintain the animal shelter/adoption center in a businesslike manner, in compliance with State regulations and in a manner comparable with other similar shelters. Without limiting the generality of the foregoing, operation shall include:

A. The shelter shall be open for the delivery of animals by Animal Control Officers (ACO'S) or other County designated agents seven (7) days per week during normal shelter working hours 7:00 am – 5:00 pm (animals need to be delivered to the shelter no later than 5:00 pm to permit processing and evaluation of the animal and kennel set-up) with the exception of Thanksgiving Day, Christmas Day, New Years Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 4:00 pm.

B. The shelter shall be open to the public to surrender owned or stray animals and to reclaim or adopt animals from 11:00 a m to 4:00 p m Thursday through Monday.

C. The Contractor shall provide routine daily care of animals at the shelter, including weekends and holidays.

D. The Contractor will render euthanasia services and animal disposal services (cremation) such that State law and County ordinances will be observed, and such that the shelter will be operated on a businesslike and uncrowded basis.

E. Fees have been established for group and individual (private) cremations since June 25, 1999. Fees are payable to the Contractor at the time of service.

F. The Contractor agrees to accept every animal from the County delivered to the shelter located at 9150 W Hwy 1431, Buchanan Dam.

G. The Contractor will require those persons adopting an animal to sign an agreement to spay/neuter the adopted animal.

H. The Contractor agrees to provide the County with a yearly record to include the following:

1. The number of dogs, cats and miscellaneous animals received by the shelter.
2. The number of animals euthanized .
3. The number of animals in rabies observation, to be broken down as to number redeemed by owners and number of days in custody (quarantine).
4. The number of impoundments.
5. The number of adoptions.
6. The number of reclaims.

I. It is mutually agreed that any and all donations, contributions, or any other thing of value given to the shelter or its agents, as a result of any service performed in carrying out the provisions of this contract (agreement), and which is in excess of the amounts properly chargeable for such service shall be credited to the operating and maintenance account of the shelter. In the event such donations or contributions exceed the amount required to operate and maintain the shelter then such donations and contributions shall be deposited in the capital improvements account of the shelter.

J. It is mutually agreed that the Contractor shall provide facilities for rabies observation (quarantine) for eight dogs and four cats. Animals delivered to the shelter by the County for rabies observation (quarantine) shall be quarantined for a period of not less than ten days (240 hours), as mandated by state law.

K. Wild (non-domestic) and/or cats/dogs (domestic animals) brought in for decapitation and/or submission to Texas Department of Health will be charged per animal at a rate of \$75 per animal. Shelter staff will not decapitate and submit animals that have been dead, unrefrigerated and/or began decomposition or frozen. Initial _____

L. It is mutually agreed that the Contractor shall have the sole and exclusive right to determine the responsibility of persons offering to become owners of unclaimed animals and the suitability of homes offered. The Contractor shall have the sole and exclusive right to accept or reject such applicants for unclaimed animals.

3. **Shelter Fees.** The initial fees charged those persons adopting an animal shall be determined by the Contractor. Persons seeking to reclaim an animal brought to the shelter by the County shall at a minimum pay the impound fees and additional fees set by the shelter. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor shall require the owner of every impounded animal to pay all applicable fees including vaccination fees of an impounded animal which has not been inoculated as appropriate and to have such animal inoculated against rabies before redeeming such animal .

4. **Animal Control.** The County shall maintain the animal control program and the Contractor shall have no responsibility therefore. The Contractor's responsibility for any animal shall not commence until such animal has been delivered to the shelter.

5. **Impoundment.** The County agrees that all animals seized within its jurisdiction by its duly appointed agents may be delivered to the shelter, there to be impounded under

the exclusive control and custody of the Contractor for periods of time as required by State Law and the applicable ordinances. Every animal, not claimed and redeemed by the owner before the expiration of five (5) days from the date of impoundment shall become the sole and exclusive property of the Contractor. Animals not claimed after the five-day holding period, and deemed adoptable, will be sheltered as long as space is available.

No County, agency, institution, corporation nor individual shall have any claim or right to any animal not claimed or redeemed.

The County agrees that the Contractor shall have the undisputed right, consistent with the respective ordinances of the County and state law requirements, to humanely dispose of every animal given into its custody in accordance with the Contractor's principals as follows:

- a To place animals in the care, custody and control of new responsible owners; and
- b To humanely destroy animals which are not claimed by owners and which are not suitable for placement in the care, custody and control of new responsible owners.

Save and except, the Contractor shall hold an animal the County officials believe is dangerous until disposition of the animal is determined according to state law. The Contractor shall not destroy the animal without a release from the owner or an order of the court of competent jurisdiction upon final appeal.

6. **County Fees.** The shelter budget for fiscal year 2017-2018 is based upon income and expenses July 2016 – June 2017. The County agrees to pay \$38,556.00 for the fiscal year October 1, 2017 through Sept 30, 2018 in quarterly payments of \$9,639.00. The payments shall begin October 1, 2017 through Sept 30, 2018.

7. **Annual Records.** The Contractor shall, each year, establish a budget which shall cover the time period from October 1 – September 30. Such budget shall be submitted to the County on or before July 15 of each year.

8. **Annual Compilation.** An annual compilation report performed by a Certified Public Accountant or Licensed Public Accountant will be provided to the County on, a review level or higher level. The County shall have the right, at its own option and expense, to require the performance of a complete audit in accordance with the usual, customary and recognized accounting procedures.

9. **Records.** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the County at reasonable times and upon reasonable request. The shelter shall further be accessible for inspection, without notice, by the Texas Department of Health.

10. **Default.** In the event the shelter fails to pass a State inspection conducted by State Officials, with written notice thereof to the Contractor, the Contractor shall have thirty (30) days within which to cure the same. If at the end of such thirty (30) days the default has not been cured then this agreement may be terminated by the County.

11. **Insurance.** The Contractor shall obtain a policy of fire and extended coverage insurance on the shelter improvements. The coverage of such policy shall be in the amount of the replacement cost of the improvements. The Contractor shall also

obtain a policy of liability insurance, insuring the Contractor against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the County upon request as well as proof that all current premiums have been paid.

12. Maintenance. The Contractor shall maintain the shelter and tangible personal property incident thereto in a first-class condition substantially odor free, and in a well kept appearance, reasonable wear and tear excepted.

13. Independent Contractor. The Contractor, in the performance of its obligation hereunder, is an independent contractor. No employee or representative of the Contractor shall ever be deemed to be an employee or an agent of the County for any purpose whatsoever.

14. Term. This agreement shall begin on October 1, 2017 and end on September 30, 2018.

15. Notice. All notices sent hereunder to the Contractor shall be sent in the United States Mail, postage prepaid to:

Contractor: Hill Country Humane Society
P O Box 1041
Marble Falls, TX 78654

Notices to the County shall be sent to: County of Burnet
County Judge Oakley
220. S. Pierce
Burnet, TX 78611

16. Indemnification.

A. Contractor Indemnification. The County shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the Contractor and the Contractor covenants and agrees that:

(i) The Contractor shall be solely responsible, as between the Contractor and the County and the agents, officers and employees of the County, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the Contractor or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Contractor pursuant to this Agreement; and

(ii) To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the County and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the County, its agents, officers, employees, arising from any and all acts done or omitted to be done by Contractor, or the employees, agents, subcontractors or assigns of Contractor, in connection with the operation of the Contractor or the provision of service by the Contractor pursuant to this Agreement

B. **County Indemnification.** The contractor shall have no liability whatsoever for the actions of, or failure to act by, any employees, subcontractors, agents or assigns of the County and the County covenants and agrees that:

- (i) The County shall be solely responsible, as between the Contractor and the County and the agents, officers and employees of the contractor, for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the County or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the County pursuant to this Agreement; and
- (ii) To the fullest extent permitted by law, the County hereby agrees to indemnify and hold the Contractor and its agents, officers and employees harmless from all costs, claims, expenses, and liabilities (including attorney's fees) whatsoever that may be incurred by the Contractor, its agents, officers, employees, arising from any and all acts done or omitted to be done by County, or the employees, agents, subcontractors or assigns of County, in connection with animal control of the County.

17. **Immunity: No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either the County or the Contractor nor to create any legal rights or claims, contractual or otherwise, on behalf of any third party. Neither the Contractor, nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity or charitable immunity under the laws of the State of Texas or other legal defense to either contracting party as to any third party, under the laws of this State and/or the ordinances of the County.

18. **No Joint Venture, Agency, Joint Enterprise.** This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Nor shall this Agreement be construed to create or grant rights, contractual or otherwise to any other person or entity not a party to this contract. Each party shall remain solely responsible for the proper direction of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

19. **Amendments and Modifications.** This Agreement may not be amended or modified except by written amendment executed by the County and the Contractor and authorized by their respective governing bodies.

20. **Entire Agreement.** This agreement sets forth all of the agreements between the parties, and there are no other agreements, conditions, and understandings or representations, oral or written, other than those set forth herein. This agreement may only be amended by a written instrument signed by both parties. This agreement supersedes and cancels any prior agreements.

21. **Nonfunding Clause.** In the event no funds or insufficient funds are appropriated and budgeted, regardless of any other term in this agreement, in any fiscal year for payment(s) due under this agreement, the County will immediately notify the Contractor of such occurrence and this agreement shall terminate within 60 days of notice without penalty or expense to the County.

22. **Non Waiver.** Failure of any party hereto to terminate this agreement or take any other action regarding a default, shall never have the effect of waiving any act of default, nor shall either party ever be estopped to claim an act of default.

23. **Texas Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in GRANITE SHOALS, Texas. Venue shall lie exclusively in GRANITE SHOALS, Texas.

James Oakley Co. Judge
Print name Title
[Signature]
Signature

SIGNED AND EFFECTIVE this 12 day of Sept 2017.

ATTEST:

[Signature]

HILL COUNTRY HUMANE SOCIETY

[Signature]

President, HCHS (Dr. Dan McBride)