ANIMAL SHELTER/ADOPTION CENTER AGREEMENT
HILL COUNTRY HUMANE SOCIETY

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

WHEREAS, the Entity is authorized pursuant to Texas Health and Safety Code §826.016, 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 State requirements, and enable Contractor to provide the services stated herein. In carrying out the terms of this Agreement, Contractor shall comply with all applicable state and federal laws and regulations.

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. For the purposes of this Agreement, the term animal ("Animal") shall be limited to cats and dogs. The parties mutually affirm their shared commitment to reducing the euthanasia of healthy and treatable pets, which may necessitate the adoption of policies, practices, or procedures by the Contractor to achieve this goal. Without limiting the generality of the foregoing, the operations shall include:

   A. The shelter shall be open for the delivery of Animals by Animal Control Officers (ACO'S) or other Entity designated agents seven (7) days per week during the hours of 7:00 am – 5:00 pm with the exception of Thanksgiving Day, Christmas Day, New Year's Day and Easter when the shelter will be open for delivery between 7:00 am - 10:00 am and 2:00 pm - 3:00 pm.

   B. The Entity will be charged an after-hours service charge of $150.00 per service trip for after-hours service. For the purposes of this Agreement, after-hours shall apply to the intake of any Animal(s) outside of the normal delivery hours provided for in Section "A" above. For the safety of shelter staff, the Animal Control Officer, or a licensed police officer, must be present anytime an Animal is dropped off for after-hours service.

   C. The shelter shall be open to the public to reclaim or adopt Animals on days and times as approved by the Contractor's Board from time to time.

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

E. The Contractor shall provide euthanasia and animal disposition services in strict accordance with all applicable State laws and regulations. Such services shall be performed humanely, respectfully, and only when necessary, with the goal of prioritizing animal welfare and operating the shelter in a responsible, organized, and well-maintained manner.

F. If an Animal is not spayed or neutered at the time of adoption, the Contractor will require those persons adopting an Animal to sign an agreement to spay/neuter the adopted Animal.

G. It is mutually agreed that any and all donations, contributions, or any other thing of value given to the Contractor, as a result of any service performed in carrying out the provisions of this Agreement, shall be the sole property of the Contractor.

H. It is mutually agreed that the Contractor has facilities for rabies observation ("Quarantine") for up to eight dogs and four cats. Animals delivered to the shelter by the Entity for Quarantine shall be quarantined for a period of time as required by state law. Any Animal held for Quarantine shall not be counted against the number of Animals provided for in Section 6 of this Agreement if the Shelter receives payment in-full from the owners of the Animals.

I. Wild animals (non-domestic animals) 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 $150 per animal. Contractor staff will not decapitate and submit domestic or non-domestic animals that have been dead, unrefrigerated and/or began decomposition or frozen.

J. 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.

K. Any Animal that gives birth within sixty (60) days of being delivered to the shelter shall be deemed to have been pregnant at the time of delivery. Each puppy and/or kitten born to an Animal within such period shall be counted as a separate Animal under the terms and conditions of this Agreement and shall be included in the number of Animals accounted for under Section 6 of this Agreement.

L. All animals shall be microchipped upon intake, prior to the commencement or completion of any statutory holding period. Animals shall also be spayed or neutered at the earliest appropriate time as determined by the Contractor, including while under statutory hold, provided that such procedure does not compromise the animal's health or contravene applicable law.

3) **Shelter Fees.** The fees charged to those persons adopting, or reclaiming, an Animal shall be determined by the Contractor. The Contractor is authorized to charge, collect, and retain all fees collected. Further, the Contractor may 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 Entity 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, and accepted by, the shelter. The Entity agrees that Animal Control Officers will sanitize transport vehicles using spray disinfectant provided by the Contractor following each animal drop-off. Contractor will make supplies available at the shelter.

5) **Impoundment.** Animals seized within the Entity's jurisdiction by its duly appointed agents may be delivered to the shelter, to be impounded under the exclusive control and custody of the Contractor for periods of time as required by State Law. Every Animal, not claimed and redeemed by the owner before the expiration of seventy-two (72) hours from the time of impoundment, shall become the sole and exclusive property of the Contractor. In accordance with state law, impoundment shall mean the taking or seizing of an animal by an animal control officer (ACO), peace officer, or any person appointed by the Entity.

   Animals under eight weeks of age, including bottle babies and nursing litters, as well as animals with severe medical conditions where prompt intervention is necessary to prevent suffering, may be transferred to approved foster homes or rescue partners prior to the completion of the statutory hold period, provided intake photos and documentation are completed at drop-off.

   The Entity shall not accept owner-surrendered Animals from the public except in situations where surrender is necessary to prevent suffering, protect public safety, or as otherwise authorized by the Contractor, in its sole discretion. Owner surrenders made for reasons of convenience shall be strictly prohibited.

   Neither the Entity nor any agency, nor agent of the Entity, nor of the State of Texas, nor any institution, corporation, nor individual shall have any claim or right to any Animal not claimed or redeemed.

   The Entity agrees that the Contractor shall have the undisputed right, consistent with state law requirements, to humanely dispose of any Animal in its custody. Save and except, the Contractor shall hold an Animal Entity 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) **Entity Fees.** The Contractor agrees to accept up to THREE HUNDRED AND FIFTY (350) Animals and the Entity agrees to pay ONE HUNDRED AND FIVE THOUSAND DOLLARS AND 00/100's ($105,000.00) in quarterly payments of TWENTY-SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND 00/100's ($26,250.00). The quarterly payment will be paid to the Contractor by the 15th day of the month of each quarter (Oct 15th, Jan 15th, April 15th, July 15th). The Entity's payments under this Agreement, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. If the number of Animals the Entity delivers to the shelter exceeds THREE HUNDRED AND FIFTY (350) during the Term of this Agreement, the Entity will be charged an additional charge of $350 per Animal, billed on a monthly basis.

7) **Carryover.** In the event the Entity delivers fewer Animals to the shelter than provided for in Section 6 herein, the Entity shall receive a credit that may be applied to any overage charges for the number of Animals in the following year. Notwithstanding the foregoing, if the Entity reduces the number of Animals in next year's Agreement, this shall not apply. For example, if the entity has delivered 10 less Animals to the shelter than provided for in this year's Agreement and does not reduce its contractual number of Animals for the following year, then the Entity could deliver up to 10 more Animals in the following year without any additional cost.

8) **Reports.** Contractor shall, by the fifteenth (15th) day of each month, provide the Entity with a monthly report showing the number and type of Animals taken in during the preceding month.

9) **Records.** The animal shelter/adoption center, its operation, books, and records shall be available for inspection and copying by the Entity 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.** The occurrence of the following shall constitute a default: The failure to maintain licenses, permits, certifications, or approvals required by law; the failure to maintain insurance required by this Agreement; the failure to comply with applicable state or federal laws or regulations; the material breach of any provisions of this Agreement; the failure to provide required reports or records; or the failure of a State inspection. Upon written notice of a default, Contractor shall have thirty (30) days to cure a default. If the default is not cured within this time period, the Entity may terminate this Agreement immediately upon written notice.

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 Society against liabilities arising out of the shelter operations. A copy of the current policies shall be available to the Entity upon request as well as proof that all current premiums have been paid. Contractor shall provide Entity thirty (30) day written notice of cancellation, non-renewal, or material reduction in insurance coverage.

12) **Maintenance.** The Contractor shall maintain the shelter and its associated tangible property in good repair, clean, and in a sanitary condition, with reasonable efforts made to minimize odors. The facility shall present a well-kept appearance, with 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 Entity for any purpose whatsoever.

14) **Term.** This Agreement shall begin on Oct 1, 2026 and end on September 30, 2027.

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

To Contractor:
Hill Country Humane Society
9150 W RM 1431
Buchanan Dam, TX 78609

To Entity:
County of Burnet
Att: County Judge
220 South Pierce Street
Burnet, TX 78611

16) **Contractor Indemnification.** The Entity 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:

A. The Contractor shall be solely responsible, as between the Contractor and the Entity and the agents, officers and employees of the Entity, 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

B. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold the Entity 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 Entity, 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.

17) **Entity 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 Entity and the Entity covenants and agrees that:

A. The Entity shall be solely responsible, as between the Contractor and the Entity 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 Entity or its agents, officers, employees and subcontractors, while performing any function or providing or delivering any service undertaken by the Entity pursuant to this Agreement; and

B. To the fullest extent permitted by law, the Entity 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 Entity, or the employees, agents, subcontractors or assigns of Entity, in connection with animal control of the Entity. Nothing in this Agreement shall be construed as a waiver of governmental immunity; a waiver of any defense available to Entity under Texas law; an assumption of liability by Entity for the acts or omissions of Contractor; or an agreement by Entity to indemnify or hold harmless any person or entity except as expressly authorized under Texas law.

18) **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 Entity 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 Entity 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 Entity's Charter (if applicable).

19) **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.

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

21) **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.

22) **Non-funding 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 Entity will immediately notify the Contractor of such occurrence and this Agreement shall terminate within sixty (60) days of notice without penalty or expense to the Entity.

23) **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.

24) **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 Llano County, Texas. Venue shall lie exclusively in Burnet or Llano County, Texas.

25) **Compliance with Americans with Disabilities Act.** Contractor warrants and represents that in its' performance under this Agreement, Contractor shall fully comply will all applicable provisions of the Americans with Disabilities Act. Contractor shall defend, indemnify, and hold harmless Burnet County from claims, damages, or administrative actions only to the extent caused by Contractor's failure to comply with these accessibility standards, in proportion to Contractor's percentage of responsibility as agreed by the parties or determined by a court of competent jurisdiction, and defense costs shall be allocated in the same proportion. Contractor's liability under this paragraph shall not exceed the proceeds of the liability insurance required by this Agreement that are available for the claim. This paragraph, and not Section 17, governs indemnification for accessibility claims.

(Signatures on following page)

EFFECTIVE as of the 1st day of October, 2026.

Bryan Wilson
Print Name

Signature

County Judge
Title

Witness:

Vicinta Stafford
Print Name

Signature

HILL COUNTRY HUMANE SOCIETY

By: _____
Dr. Dan McBride,
President