

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AGREEMENT
C-08-239-09-30**

This Agreement is made and entered into effective September 30, 2008 by and among HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas, and Palm Valley Animal Center a non-profit corporation organized under the laws of the State of Texas.

WITNESSETH:

WHEREAS, County has the responsibility and duty to provide a location for impoundment of animals and the quarantine of small animals that are reported to be or which the County has probable cause to believe are rabies or have exposed an individual to rabies; and

WHEREAS, County does not have facilities to impound or quarantine animals and desires to contract with Palm Valley Animal Center which having such adequate facilities and services necessary to provide the proper quarantine, tests and other services required by Chapter 826, Texas Health & Safety Code, rules and regulations adopted by County related to local control programs and standards that are in compliance with Chapter 826, Texas Health & Safety Code; and

WHEREAS, Contractor has facilities which qualify as an animal shelter, pursuant to Chapter 826, Texas Health & Safety Code, located within the extraterritorial jurisdiction of the City of Edinburg, Texas and within the extraterritorial jurisdiction of McAllen, Texas, both of which are suitable for the County to utilize in impounding, quarantining and

observing animals, pursuant to Chapter 826, Texas Health & Safety Code, as well as providing a place for person located outside of the corporate limits of any municipality in Hidalgo County to utilize for placement of unwanted stray or abandoned animals; and

WHEREAS, Contractor has submitted a proposal to Hidalgo County, Texas to provide facilities to impound, quarantine and observe animals and provide facilities that qualify as animal shelters in the City of Edinburg to properly quarantine, test conduct humane euthanasia and dispose of the animals when necessary and has also agreed to provide the facilities for these purposes for residents for the non-incorporated areas of Hidalgo County who desire to bring unwanted stray animals to either facility.

NOW, THEREFORE, IT IS AGREED by and between County and Contractor as follows:

1. Definition

a. "Animals" mean dogs, cats or other small animals that are impounded at the Facilities either by County authorities or by a person residing outside of the corporate limits of municipalities in Hidalgo County.

b. "Animal Shelter" means a facility that keeps, provides a shelter for or legally impounds stray, homeless, abandoned or unwanted animals pursuant to Chapter 826, Texas Health & Safety Code.

c. "Contractor" shall mean Palm Valley Animal Center.

d. "County" means Hidalgo County, Texas.

e. "Director" means Medical Officer and/or Director of Hidalgo County Health Department.

f. "Facilities" mean the Animal Shelter owned by Contractor located within the extraterritorial jurisdiction of Edinburg, Texas.

2. Contractor agrees to provide a proper Animal Shelter regulated by and complying with standards prescribed by Chapter 826, Texas Health & Safety Code, in

which Animals may be impounded , quarantined, observed, put to death and disposed of either at the request by County authority or by persons who desire to place stray or abandoned Animals in the Facilities throughout the term of this Agreement under the provisions set forth hereinafter.

3. The term of this Agreement shall be for a period of time beginning **September 30, 2008** and ending **September 30, 2010** with Hidalgo County's option to extend for an additional one (1) year based on prior year's performance and contingent upon cost remaining unchanged. Furthermore, Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract for unforeseen delay in award of subsequent contract.

4. As consideration for performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal to **\$400,000.00** each twelve (12) month period **during the term here of**. Contractor shall be paid an amount equal to the prorate portion of the Contract performed by the Contractor during the prior month on the first day of each month that the services have been performed by Contractor for County. This fee shall cover all services rendered by Contractor under this Agreement.

5. Contractor shall provide the following services under the terms of the Contract during the term of this Agreement

6. Contractor shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.

a. Contractor shall provide County with Facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of Animals may occur.

b. Contractor shall impound or place in quarantine in the Facilities all Animals required or requested to be impound or quarantined per the authority and direction of the director, person who is designated and charged with the enforcement of the Chapter 826, Texas health & Safety Code, or other State or County regulations. Contractor shall also impound or place in quarantine the Facilities all Animals submitted to Contractor by persons who reside outside of the corporate limits of any municipality in Hidalgo County who desire to place such animals in the Facilities. At no time shall Contractor refuse to house and provide for any such Animals.

c. Contractor shall maintain hours for receiving Animals for housing during twenty four(24) hours of each day of the week, unless notification to the County is provided by Contractor forty-eight (48) hours prior to any change of such hours of operation. Emergency closing of the Facilities may be necessary and applicable reasons shall be enumerated in the "Force Majeure" action of this Contract.

d. Contractor will, on a "best efforts" basis, attempt to reunite owners with impounded Animals.

e. Contractor will attempt to secure adoptive homes for all unclaimed Animals and shall require that any Animal adopted from said Facilities shall, in the case of mature adult Animals, be surgically altered to prevent conception of offspring.

f. Contractor will provide, at time of animal adoption, programs by which reduced cost of rabies vaccination for pet animals may be obtained by the residents. Cost of vaccinations shall be borne by the resident and the County and Contractor shall not be liable for any accident, injury or malevolent occurrence to residents or animals arising from the conducting of said clinics.

g. Contractor will assist County, when requested, into the investigation of animal cruelty.

h. Contractor shall conduct humane euthanasia on Animals when directed by Director and dispose of all dead Animals by cremating them or properly dispose at landfill designated areas.

i. Contractor shall provide the services for and bear all costs for the preparation and shipment of any Animal to the Texas Department of Health for laboratory testing.

j. Contractor shall provide laboratory testing of any Animal that becomes ill or expires during rabies quarantine, including but not limited to shipping such animal to a facility designated and licensed by the Texas Department of Health, County authorizes its Director to instruct Contractor in the preparation and shipment of any such Animals by verbal order.

7. In addition to the consideration paid herein, County shall have the responsibilities under the terms of this Agreement that are listed as follow:

a. County has designated Director as the person whose responsibility shall be the enforcement of Chapter 826, Texas Health & Safety Code and the impounding and quarantine of Animals. Director shall act as the Rabies Health Authority for County and shall act as liaison between County and Contract at all times when the members of the County Commissioners Court are not available.

b. County, by these presents, authorizes Contractor to use its discretion in disposing of any Animal not redeemed by its own after seventy-two (72) hours have elapsed from the initial time the Animal is impounded or quarantined at Contractor's Facilities and shall defend and hold Contractor harmless for any action taken by Contractor to dispose of any Animal thereafter.

c. Contractor shall have the legal authority to administer humane

euthanasia to any Animal when, in the opinion of Contractor, the Animal is suffering or moribund from serious injury or illness, even though the seventy-two hour period or impoundment or quarantine has not expired.

d. County shall impound and quarantine all Animals that have bitten or that are suspected to have bitten a human in the Facilities for a period of not less than ten (10) days. During this time, the Animal shall be monitored by Contractor for symptoms of rabies. Director or his designee shall inspect such Animals on the first and last day of said period of impoundment or quarantine. In no event shall Contractor release any Animal from such observation until instructed to do so by written instrument issued by the Director or designee. All such Animal will be placed in Contractor's facility for quarantine.

e. County shall establish and appoint an Advisory Committee to assist in complying with Chapter 826, Texas Health & Safety Code, which shall be composed of at least one licensed veterinarian, one county official, one person whose duties include the daily operation of an animal shelter and one representative from an animal welfare organization. County shall use its best efforts to require that this Advisory Committee shall meet at least three times a year.

8. Residents of Hidalgo County shall be allowed to surrender Animals directly to Contractor. Such Animals may be placed for adoption or humanely euthanized by Contractor.

9. If an Animal becomes ill or expires during rabies quarantine, it is the responsibility of Contractor to provide laboratory testing of such Animal in a facility designated and licensed by the Texas Department of Health to accomplish such tests. County hereby authorizes Director to instruct the contractor in the preparation or shipment of such Animals by verbal order.

10. All official communications and notices between County and Contractor shall be in writing and shall be deemed delivered when placed in the United States mail for delivery to the following address:

County Judge of Hidalgo County
 HIDALGO COUNTY ADMINISTRATION BUILDING
 100 E. Cano
 Edinburg, Texas 78539

Palm Valley Animal Center
 2501 W. Trenton
 Edinburg, TX 78539

11. Contractor shall indemnify and hold harmless the County against all claims, demands, damages, costs or fees arising from conduct or management of business in or on Contractor's premises or form any act of negligence of Contractor against all claims arising from conduct, management of business or any act of negligence of County, its

employees or agents.

12. This Agreement shall be binding and inure to the benefit of both parties.

13. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations crated herein are performable in Hidalgo County, Texas. In case any one or more provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect such shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

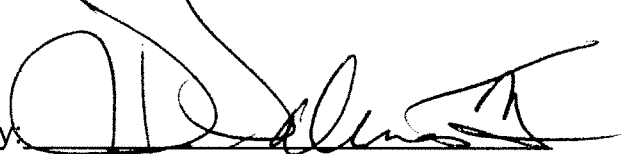
14. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties named herein.

15. Force Majeure: Neither County nor Contractor shall be required to perform any act, term, condition or covenant in this Agreement so long as such performance is delayed or prevented by force majeure (acts of God), strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, fire, windstorm or any other cause not reasonably in the control of the County or Contractor any, which by the exercise of due diligence, County or Contractor is wholly or in part unable to overcome.

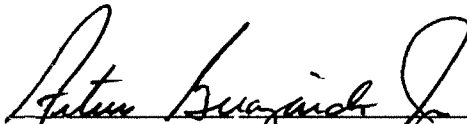
WITNESS our hands in duplicate originals this _____ day of _____, 200__.

Approved by Commissioners' Court on, 30th day of September, 2008.

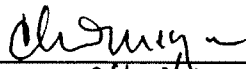
COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

COMPANY:

By: 
Printed Name: Charles Mayan
Title: PROCTOR

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

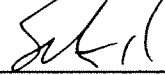
By: 

EXHIBIT "A"
BID SPECIFICATIONS

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO
COUNTY"

2008-239-09-10-MSS

Exhibit "A" -Page 1 of 3

EXHIBIT "A"

HIDALGO COUNTY- "IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY" Bid No. 2008-239-09-10-MSS

SPECIFICATIONS

1. Provide a proper containment facility in which dogs, cats or other small animals (including certain native/wild species such as opossums, raccoons, etc.) that are picked-up in unincorporated/rural areas of Hidalgo County and may be impounded, quarantined, observed, tested, or destroyed in accordance with the requirements of the Texas Board of Health pursuant to Article 4477-6(a).
2. Provide adequate food, water, shelter, confinement and when indicated and directed by the Director of the Hidalgo County Health Department (Director), administer humane euthanasia to impounded or quarantined animals.
3. Provide facilities that are licensed by the Texas Department of Health to operate as a place where legal and healthful impounding or quarantining of animals may occur.
4. Provide proper space and facilities and impound or place in quarantine all animals required to be impounded or quarantined by the authority and direction of the County Medical Officer, County Health Department Director and any designated person working under the authority of the Director, and/or any County designated person charged with the enforcement of THSC Chapters 823 and 826 or other State or County regulations related to Animal Control. At no time shall Contractor refuse to house any such impounded or quarantined animals.
5. Maintain hours for receiving animals from County for impoundment or quarantine 24 hours a day, seven days a week
6. Provide facilities to incinerate or otherwise to dispose of dog, cat and other small animal carcasses with utilization of the sanitary landfill.
7. Attempt to reunite owners with impounded animals.
8. Assist County when requested in the investigation of animal cruelty.
9. Prepare and ship animal specimen(s)/head(s) to the Texas Department of Health Laboratory for examination (out-of-pocket cost for preparation and shipment to be borne by the owner of the animals or the contractor).
10. Collect proper charges assessed to the owner of an impounded or quarantined animal.
11. In the event of an "Emergency Disaster" relating to the evacuation and sheltering of service animals and household pets, will cooperate with County in developing an "Animal Disaster Emergency Plan" in a timely manner at no additional cost to the County in accordance with "Government Code-Section

418.043 (11)-Develop plans for the humane evacuation, transport, and temporary sheltering of **"Service Animals"** and **"Household Pets"** in a disaster as required by Sub-Chapter I and in compliance with applicable federal law;

"Government Code-Section 418.201"-Definition of this Section Code;

(1)"Household pet" means a domesticated cat or dog or other animal normally maintained in the home or on the property of either the owner or the caretaker of the animal. Does not include livestock as defined by Section 1.003, Agriculture Code.

(2)"Service Animal" has the meaning assigned for the purposes of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et. Seq.).

"Government Code-Section 418.202"-Evacuation Of Service Animals. Plans developed under Section 418.043(11) must require that:

(1) a person with a disability who uses a service animal be evacuated, transported, and sheltered with that service animal; and

(2)all shelters be informed of the obligation to provide shelter to both the person and the person's service animal.

"Government Code-Section 418.203"-Evacuation Of Household Pets. (a)Plans developed under Section 418.043 (11) must permit:

(1) The simultaneous evacuation of a household pet and the pet's owner or caretaker, if the evacuation can be made without endangering human life; and

(2) The transportation of a household pet using public transportation if:

(A) The pet is safely and securely confined in a cage or carrier designed for pet transport; and

(B) Transportation of the pet will not endanger human life

(C) The division shall coordinate the establishment of an identification system to enable the owner or caretaker of a household pet who is separated from the pet during a disaster evacuation to locate and reclaim the pet.

12. **Contractual Term:** Contract term will be for an initial Two (2) year period with Hidalgo County's option to extend the contract for an additional (1) year term based on prior year's performance evaluation and contingent upon cost remaining unchanged. Furthermore, Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term or extension of current contract commencing upon award by the Hidalgo County Commissioners' Court.

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Moises Salazar, Buyer II, Hidalgo County Purchasing Department via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to 956-292-7612. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday September 3, 2008, 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later than, **5:00 P.M., Friday, September 5, 2008.**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"

2008-239-09-10-MSS

EXHIBIT "B"

HIDALGO COUNTY-
"IMPOUNDMENT AND QUARANTINE OF SMALL ANIMALS WITHIN HIDALGO COUNTY"
Bid No. 2008-039-09-10-MSS

BID PAGE

MONTHLY SERVICES FEE: _____

FEE PER YEAR: \$ 400,000.00

BIDDER'S NAME: PALM VALLEY ANIMAL CENTER

ADDRESS: 2501 W. TRENTON

CITY/STATE/ ZIP CODE: BOINBURG, TX 78539

PHONE NUMBER: (956) 686-1141

FAX NUMBER: (956) 688-8336

AUTHORIZED SIGNATURE: *Dan L. Landrum*

PRINTED NAME: DANIEL L. LANDRUM

TITLE: EXECUTIVE DIRECTOR

DATE: 9/08/08

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2008

PRODUCER (956) 686-3888 FAX (956) 682-5650
Shepard Insurance Agency
 P O Box 4288
 5801 N 10th #300
 McAllen, TX 78502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED **Palm Valley Animal Center**
 2501 W Trenton St
 Edinburg, TX 78539-8070

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A **The Hartford**

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	12SBMIF0389	11/17/2007	11/17/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	12UECD09761	11/18/2007	11/18/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	12SBMIF0389	11/17/2007	11/17/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is hereby named as Additional Insured.

CERTIFICATE HOLDER

Hidago County
 P.O. Box 1356
 Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kent Shepard/CL13

7. **A. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262, Section .024 (a)(2), an item necessary to protect the health and safety of the residents of the County;**
B. Requesting approval of a short term agreement (until completion of procurement process and award of new contract) with current provider-Palm Valley Animal Center under the same rates, terms and conditions for the provision of statutory services required by Hidalgo County for: Impoundment and Quarantine of small animals within the unincorporated areas of Hidalgo County including an emergency disaster related plan.

NO ACTION taken on items A & B.

C. Presentation, discussion, consideration and approval if applicable for sole bid #2008-239-09-10-MSS received for "Impoundment and Quarantine of small animals within Hidalgo County" to include but not limited to the following options:

- 1. Award of sole bid received from Palm Valley Animal Center including approval of contract document (approved as to form by legal counsel) in the amount of \$400,000.00; or, in the alternative,**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- 2. Reject the sole bid received with authority to re-advertise project with modification of specifications to allow for multiple year/term options with pricing.**

NO ACTION taken on this item.

8. **Presentation for discussion, consideration, and approval of a request from "Lower Rio Grande Valley Community Health Management Corporation, Inc., d/b/a, El Milagro Clinic" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of \$215,559.00 (Commissioners Court - 04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

9. **District Clerk:
Requesting authority to purchase computer equipment, peripherals and/or maintenance through our membership/participation thru Department of Information Resource with the following awarded vendor Dell Marketing L. P. DIR-SDD-192 req. #140194 for the total amount of \$7,519.59.**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.