

STATE OF TEXAS §

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COUNTY OF HIDALGO §

AGREEMENT

C-17-268-12-12

This Agreement is made and entered into effective January 1, 2018 by and among HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas, (“County”) and Palm Valley Animal Center a non-profit corporation organized under the laws of the State of Texas (“Contractor”).

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 may have rabies or have exposed an individual to rabies;

WHEREAS, County does not have facilities to impound or quarantine animals and desires to contract with Contractor 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;

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, such facilities located in Hidalgo County and 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 persons located outside of the corporate limits of any municipality in Hidalgo County to utilize for placement of unwanted stray or abandoned animals;

WHEREAS, Company is the sole provider of Impoundment and quarantine of small animals in Hidalgo County; 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 located 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 the 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 one (1) year beginning January 1, 2018 and ending December 31, 2018 unless earlier terminated as hereunder pursuant to the provisions herein. Furthermore, Hidalgo County reserves the right to extend the contract term for an additional sixty (60) day grace period at the end of this Agreement for unforeseen delay in the award of a subsequent contract.

4. As consideration for Contractor performing the services enumerated hereinafter, County agrees to pay Contractor a sum equal to the following rates:

\$68,450.50 per month (\$821,406.00/year)

Contractor shall be paid on the first day of each month during the term herein. 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

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

b. 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.

c. 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 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.

d. Contractor shall maintain hours for receiving Animals for housing twenty four (24) hours 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.

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

f. 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.

g. 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.

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

i. 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.

j. 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.

k. 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.

6. 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. 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. County shall to the extent provided by law 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 Animals from such observation until

instructed to do so by written instrument issued by the Director or designee. All such Animals will be placed in Contractor's facility for quarantine.

c. 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.

7. 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.

8. 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.

9. 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:

If to County: County of Hidalgo
Attn: Valde Guerra, Executive Officer
2818 S. Bus Hwy 281
Edinburg, Texas 78539

If to Company: Palm Valley Animal Center
Attn: Tim Ousley, Executive Director
2501 W. Trenton
Edinburg, TX 78539

10. 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 from 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.

11. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

12. 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.

13. 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.

14. Force Majeure. Neither County nor Contractor shall not 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, which by the exercise of due diligence, County or Contractor is wholly or in part unable to overcome.

15. This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

16. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HIDALGO COUNTY.

17. This Agreement contains the entire agreement between the parties hereto, and

each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

18. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this _____ day of _____, 20__

Approved by Commissioners' Court on, _____ day of December, 2017 .

COUNTY OF HIDALGO

ATTEST:

By: _____

Honorable Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

Palm Valley Animal Center:

By: _____

Tim Ousley, Executive Director Judge

APPROVED AS TO FORM:

Atlas, & Hall, & Rodriguez, L.L.P.

By: _____