

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT No. 1 TO AGREEMENT
#C-18-289-12-04**

This **AMENDMENT** to **AGREEMENT** is made this **8th** day of **December, 2020**, by and between and the **COUNTY OF HIDALGO, TEXAS** hereinafter referred to as (“**COUNTY**”) and **PALM VALLEY ANIMAL CENTER** (the “**CONTRACTOR**”).

WHEREAS, **COUNTY** and **CONTRACTOR** entered into an **AGREEMENT** on January 1, 2019 (the “**AGREEMENT**”) in which **CONTRACTOR** agreed 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”;

WHEREAS, the **AGREEMENT** is regulated by standards prescribed by Chapter 826, Texas Health & Safety Code;

WHEREAS, Number 4(c) of the **AGREEMENT** provides that for the 2021 Contract Year beginning January 1, 2021 and ending December 31, 2021; both parties will review the total animal intake counts for the previous two years (2019/2020) and Palm Valley Animal Center will provide an option to Hidalgo County, Texas to renew at a different rate based on the intake data;

WHEREAS, based on the intake data, the parties have agreed to renew at a different rate and to amend the **AGREEMENT** to reflect agreed upon rates for 2021 as hereinafter provided;

WHEREAS, in an effort to further a public purpose, **CONTRACTOR** agrees to obtain names and addresses of **COUNTY** residents that voluntarily surrender an animal to **CONTRACTOR**’s facility to assist the **COUNTY** in determining areas where animals are being surrendered; and, in turn, allowing the **COUNTY** to better focus pet owner & pet health education programs within the **COUNTY**’s jurisdiction.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **COUNTY** and **CONTRACTOR** hereby agree to the following amendment to the **AGREEMENT**.

1. Number 4(c) of the **AGREEMENT** is removed and replaced with the following:

c. For the 2021 Contract Year beginning January 1, 2021 and ending December 31, 2021; the sum of \$840,000 (Eight hundred and forty thousand dollars) shall be paid and invoiced on a monthly basis at \$70,000 (seventy thousand dollars) per month. If the County exceeds the 8,000 (eight thousand) count of animals as determined by both parties then Palm Valley Animal Center agrees to receive additional animals at the \$110.00 (one hundred and ten dollars) flat rate fee per animal for the remainder of the contract year.

2. Add the following provision as 5(o):

o. Parties agree to work cooperatively in determining areas of animal surrender to better focus pet owner & pet health education programs within the COUNTY's jurisdiction. For these purposes, CONTRACTOR agrees to obtain and provide to COUNTY the names and addresses of COUNTY residents that voluntarily surrender an animal to CONTRACTOR's facility. CONTRACTOR agrees to further assist with mapping for overall intake of animals in the COUNTY. COUNTY agrees to provide complete and accurate information to assist in this regard.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and in effect. County and Surveyor ratify and confirm the terms and provisions of the Agreement as amended herein.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

PALM VALLEY ANIMAL CENTER

By: _____

Printed Name: _____

Title: _____

HIDALGO COUNTY, TEXAS

By: _____

Richard F. Cortez, County Judge

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioner's Court: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____

Robert Viña, III, Assistant District Attorney