

utilize in impounding, quarantining and observing animals, pursuant to Chapter 821, 822, 825, 826, and 828 of the Texas Health & Safety Code; as well as providing a place for placement by County authorities of unwanted stray or abandoned animals; and

WHEREAS, City and County believe that this agreement would serve a public purpose and be for the mutual benefit of both parties; and

WHEREAS, the City and County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **City Services.** City shall provide the following services under the terms of the Contract during the term of this Agreement.
 - a. City will provide an Animal Shelter facility that complies with all requirements of the Texas Health and Safety Code, Chapters 823, 826 and 829, in which Animals may be impounded, quarantined, observed, provided humane euthanasia and disposed of at the request of County authorities through the delivery of Animals by the Hidalgo County Animal Control Division, in an effort to place unwanted stray or abandoned Animals in the Facilities throughout the term of this Agreement under the provisions set forth hereinafter.
 - b. City shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.
 - c. City 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, by and through Hidalgo County Animal Control Division. If City has the available capacity and subject to any emergencies or acts of God pursuant to Paragraph 16, City shall house and provide for any such Animals. City shall also provide for placement of unwanted stray or abandoned Animals in the Facilities at the County authority's request. At no time shall City refuse to house and provide for any such Animals, so long as City has the available capacity, unless during an emergency situation as described in section "i" below or any emergency or act of God as described in Paragraph 16.
 - d. City shall maintain hours for receiving Animals for housing. City shall provide County with an emergency phone number for access to the Facility on a twenty four (24) hours basis. City should notify the County at least forty-eight (48) hours prior to any change of hours of operation or availability. Emergency closing of the Facilities may be necessary and applicable reasons shall be enumerated in the "Force Majeure" action of this Contract.
 - e. City will, on a "best efforts" basis, attempt to reunite owners with impounded Animals.

- f. City 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, within a reasonable time from the date of adoption.
- g. City will provide, at time of animal adoption, programs which provide reduced cost of rabies vaccination for pet animals which are delivered by the Hidalgo County Animal Control Division, and/or may be obtained by the residents. Cost of vaccinations shall be borne by the resident; the County and City shall not be liable for any accident, injury or malevolent occurrence to residents or animals arising from the conducting of said clinics.
- h. City will assist County, when requested, into the investigation of animal cruelty, including but not limited to providing medical information, housing and at time behavior notes.
- i. City will coordinate with the County, as needed and to the extent possible, to provide the sheltering needs of animals during emergency events or declared disasters.
- j. City shall conduct humane euthanasia on Animals when applicable.
- k. City shall dispose of all dead Animals by properly disposing at landfill designated areas.
- l. City shall provide the services for and bear all costs for the preparation and shipment of any Animal to the Texas Department of State Health Services for laboratory testing.
- m. City shall provide laboratory testing of **any Animal** that is suspect of rabies, 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 City in the preparation and shipment of any such Animals by written order or verbal order with a written follow-up.
- n. City may make training available to Hidalgo County Animal Control Officers and/or Hidalgo County Health and Human Services Environmental Health staff. A 30 (thirty) day written notice of the date(s) of said trainings will be given to County. City may provide additional field service training as needed and/or available.

2. Rabies Testing. If an Animal becomes ill or expires during rabies quarantine, it is the responsibility of City to provide laboratory testing of such Animal in a facility designated and licensed by the Texas Department of State Health Services to accomplish such tests. County hereby authorizes Director to instruct the City in the preparation or shipment of such Animals by written order or verbal order with a written follow-up.

3. County Responsibilities. 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 City at all times when the members of the County Commissioners Court are not available.

b. City shall have the legal authority to administer humane euthanasia to any Animal when, in the opinion of City, the Animal is a danger to staff, suffering or moribund from serious injury or illness, even though the seventy-two hour period of impoundment or ten (10) day quarantine has not expired. County, by and through the Hidalgo Animal Control Division, 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 City for symptoms of rabies. Director or his designee shall inspect such Animals in accordance with applicable law as needed. In no event shall City 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 City's facility for quarantine.

4. **Term.** This Contract shall be for a period of **two (2) year(s)**, commencing on **January 1, 20__** and expiring on **December 31, 20__**, and may be extended at the discretion of the County **for two (2) additional one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. **Consideration.** County shall compensate City \$150.00 per animal for qualifying animals delivered by the Hidalgo County Animal Control Division, and received at the Animal Shelter, with a maximum of 1000 animals per year. County shall compensate City an additional \$50.00 per animal qualifying under Section "1.c."; County citizens seeking to reclaim animals shall pay fees as set by City. City shall provide County monthly statements listing the total number of animals received in the preceding month and the total amount due from County.

At the request of the County Director and/or the Hidalgo County Animal Control Division, and by mutual agreement of the parties, City may take in additional animals over the yearly maximum, if City has available capacity. County shall compensate City at the same rate per animal.

6. **Invoice & Payment.** City shall be paid on the first day of each month during the term herein, payable against written invoice submitted by City in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. This fee shall cover all services rendered by City under this Agreement including any standard fees and overages as provided above.

7. **Notice.** All official communications and notices between County and City 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 City:

City of La Joya
Attention: Leonardo Olivarez, City Manager
701 E. Expressway 83
La Joya, Texas 78560

- 8. Indemnification.** City agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of City or the acts or omissions of City employees, agents or other representatives, including the violation of any law or regulation related to City duties under this Agreement. Similarly, to the extent allowed by law, County agrees to indemnify and hold City harmless from any loss, costs, liabilities or damages which are incurred by City which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.
- 9. Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.
- 10. Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 11. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 12. Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.
- 13. Successors.** 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.
- 14. Provisions.** 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.

- 15. Amendment.** 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.
- 16. Force Majeure.** Neither County nor City 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, pandemic, 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 City, which by the exercise of due diligence, County or City is wholly or in part unable to overcome.
- 17. Termination.** This Agreement may be terminated by the County without cause upon (90) ninety days written notice.
- 18. Governing Law.** **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.**
- 19. Entire Agreement.** 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 City and not otherwise.
- 20. Governmental Purpose:** Each party hereto is entering into the agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 21. Commitment of Current Revenues Only.** 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, County may terminate this Agreement upon ninety (90) days written notice to City. 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.
- 22. Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

- 23. Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate
- 24. Additional Documents.** The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.
- 25. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the stated or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.
- 26. Nondiscrimination.** City, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement.
- 27. Appendix II to CFR 200-Contract Provisions (if applicable).** Pursuant to 2 CFR 200.237, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. Therefore, if applicable, the provisions are attached and incorporated by reference into this County contract for all purposes should it be subject to Federal award.
- 28. Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

APPROVED BY COMMISSIONERS' COURT ON Month 00, 2023.

Agenda Item No. _____ Executive Office: _____

CITY OF LA JOYA:

COUNTY OF HIDALGO:

Hon. Isidro Casanova, Mayor

Hon. Richard F. Cortez, County Judge

ATTEST:

ATTEST:

Vanessa Trevino, City Secretary

Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios**

Michelle Lopez, Assistant District Attorney