



**WHEREAS**, Contractor has provided, and desires to continue to provide to Hidalgo County 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 County authorities to bring unwanted stray or abandoned animals to the facility.

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

**1. Definitions:**

a. “Animals” mean dogs or cats that are impounded at the Facilities by County authorities.

b. “Animal Control Officer” means employees working for Hidalgo County in the capacity as an animal control officer.

c. “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.

d. “Contractor” shall mean Palm Valley Animal Society

e. “County” means Hidalgo County, Texas.

f. “Director” means Medical Officer and/or Director of the Hidalgo County Health and Human Services Department.

g. “Facilities” means the Animal Shelter owned by Contractor located within the extraterritorial jurisdiction of Edinburg, Texas.

**2. Contractor Services.** Contractor shall provide the following services under the terms of the Contract during the term of this Agreement.

- a. Contractor 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. Contractor shall provide adequate food, water, shelter, confinement and, when situations warrant, humane euthanasia for all impounded or quarantined Animals.
- 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, by and through Hidalgo County Animal Control Division. If Contractor has the available capacity and subject to any emergencies or acts of God pursuant to Paragraph 16, Contractor shall house and provide for any such Animals. Contractor shall also provide for placement of unwanted stray or abandoned Animals in the Facilities at the County authority's request. At no time shall Contractor refuse to house and provide for any such Animals, so long as Contractor 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. Contractor shall maintain hours for receiving Animals for housing. Contractor shall provide the County with an emergency phone number for access to the Facility on a twenty four (24) hours basis. Contractor 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. 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, within a reasonable time from the date of adoption.
- g. Contractor 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 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 the County, when requested, into the investigation of animal cruelty, including but not limited to providing medical information, housing and at time behavior notes.
- i. Contractor 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. In the event of an emergency, Contractor reserves the right to limit or suspend operations for the public and Animal Control Services at its sole discretion. The Contractor will proactively communicate with the County and the public as soon as these decisions are made. In such emergency situations, Animal Control Officers will be limited to emergency intakes only,

as defined below. Communication with the public will be posted on the Contractor's Facebook page, website and via a press release. Emergencies are defined as:

1. Severe weather, natural or manmade disasters limiting the number of staff available to work at the Contractor's Facility.
  2. Outbreaks of infectious disease that put incoming animals at high risk of illness and/or death. The Contractor will post on its website and Facebook page any closures that need to occur as well as will keep all gates locked in the event of a complete closure.
  3. Over-capacity of pets housed at the animal shelter and/or insufficient, unsafe housing. Animal Control Officers will be limited to emergency pick-up only during over-capacity closures.
  4. Staffing shortages insufficient to care properly for shelter pets as defined by the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters (<https://jsmcah.org/index.php/jasv/article/view/42/19>).
  5. Unsafe working conditions as per OSHA (<https://www.osha.gov/laws-regs/regulations/standardnumber/1960/1960.28#:~:text=1960.28-Employee reports of unsafe or unhealthful working conditions>)
- j. Contractor will be closed for all services on the following holidays: Easter, Thanksgiving Day, and Christmas Day.
- k. Contractor shall conduct humane euthanasia on Animals when applicable.
- l. Contractor shall dispose of all dead Animals by properly disposing at landfill designated areas.
- m. Contractor 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.
- n. Contractor 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 Contractor in the preparation and shipment of any such Animals by written order or verbal order with a written follow-up.
- o. Contractor 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 the County. Contractor may provide additional field service training as needed and/or available.

**3. Rabies Testing.** If an Animal becomes ill or expires during rabies quarantine, it is the

responsibility of the Contractor 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 the Director to instruct the Contractor in the preparation or shipment of such Animals by written order or verbal order with a written follow-up.

- 4. 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 Contractor 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 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 County 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 Contractor for symptoms of rabies. Director or his designee shall inspect such Animals in accordance with applicable law as needed. 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 the Contractor's facility for quarantine.
  - c. To communicate the case plan with any court hold at the point of intake in the pet's record and via email to a Contractor manager. The County must provide an update to Contractor management on a weekly basis even if there are no changes in the case plan. If no plan is provided or no update is provided, the County will pay a boarding fee of \$25.00 per day over 10 days in the facility until resolution of the case.
  - d. To communicate to the residents of The County on a monthly and ongoing basis via social media and other channels regarding the outcome services offered by Contractor that include:
    1. The community cat/TNR program (contingent upon vet availability)
    2. Adoption program by posting available pets on The County website and doing a Pet of the Week
    3. Foster program
    4. Opportunities to volunteer
    5. Intake Diversion program
    6. Pet Resource Center

5. **Term.** This Contract shall be for a period of **two (2) year(s)**, commencing on **January 1, 2024** and expiring on **December 31, 2025**, and may be extended at the mutual discretion of both parties **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.
  
6. **Consideration.** County shall compensate Contractor **\$52,000.00 per month** for services provided. The Animal Shelter shall intake up to 2000 qualified animals per year delivered by the Hidalgo Animal Control Division. The monthly limit should not exceed 1/12 of the annual limit (**166 animals**), or the overage fee will apply. The County agrees to limit the intake of dogs over 20 lbs to eight (8) per day. County citizens seeking to reclaim animals shall pay fees as set by the Contractor. Contractor shall provide County monthly statements listing the total number of animals received in the preceding month and the total amount due from County.

During emergency periods when Contractor limits or suspends operations resulting in the intake for a month below the 1/12 monthly limit of 166 animals, Contractor shall reconcile any shortages against any subsequent months where the monthly limit is exceeded.

At the request of the County Director and/or the Hidalgo County Animal Control Division, and by mutual agreement of the parties, Contractor may take in additional animals over the yearly maximum, if Contractor has available capacity. County shall compensate Contractor at the overage rate of **\$365.00** per animal. Any animals delivered to the Contractor as deceased will be charged \$30.00 per animal.

7. **Invoice & Payment.** Contractor shall be paid on the first day of each month during the term herein, payable against written invoice submitted by Contractor in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Contractor shall be permitted to suspend service without any written notice after 30 days of nonpayment until payment has been received. This fee shall cover all services rendered by Contractor under this Agreement including any standard fees and overages as provided above.
  
8. **Notice.** 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: Suzette Cruz, Administrative Director  
PO BOX 1829  
Edinburg, TX 78540

**9. Indemnification.** Contractor 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 Contractors or the acts or omissions of Contractors employees, agents or other representatives, including the violation of any law or regulation related to Contractors duties under this Agreement. Similarly, to the extent allowed by law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor 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.

**10. Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

**11. 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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, 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 Contractor, which by the exercise of due diligence, County or Contractor is wholly or in part unable to overcome.

**18. Termination.** This Agreement may be terminated by the County without cause upon (90) ninety days written notice.

**19. 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.**

**20. 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 Contractor, and not otherwise.

**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 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.

**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. It is understood that the employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

**26. 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.

**27. Nondiscrimination.** Contractors, including subcontractors, 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.

**28. 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.

**29. Authority to Execute.** The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor 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.**

**Agenda Item No. \_\_\_\_\_ Executive Office: \_\_\_\_\_**

**PALM VALLEY:**

**COUNTY OF HIDALGO:**

\_\_\_\_\_  
**Barbara Guerra, President**

\_\_\_\_\_  
**Hon. Richard F. Cortez, County Judge**

**ATTEST:**

\_\_\_\_\_  
**Arturo Guajardo, Jr., County Clerk**

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

\_\_\_\_\_  
**Michelle Lopez, Assistant District Attorney**