

AGREEMENT FOR ANIMAL RESCUE AND ANIMAL CONTROL SUPPORT SERVICES

CITY OF LA VERNIA, TEXAS AND HEARTS TO HOMES RESCUE

WHEREAS, the City of La Vernia, Texas (the “CITY”) is responsible for protecting the public health and safety and for the lawful and humane handling of stray, abandoned, seized, or otherwise lawfully impounded animals within its jurisdiction;

WHEREAS, Hearts to Homes Rescue (the “RESCUE”) represents that it is a Texas nonprofit organization recognized as exempt under Section 501(c)(3) of the Internal Revenue Code and operates primarily through foster-based animal rescue, veterinary partnerships, transport, adoption, and community animal-welfare programs;

WHEREAS, the CITY desires a reliable animal-welfare partner to assist with the relatively limited number of animals arising from CITY operations, while recognizing that RESCUE is foster-based and does not operate an unlimited-capacity municipal animal shelter or bite-quarantine facility;

WHEREAS, the parties desire to establish clear standards for intake, care, disposition, reporting, compensation, risk allocation, and termination;

NOW, THEREFORE, for and in consideration of the mutual covenants stated herein, the parties agree as follows:

ARTICLE ONE DEFINITIONS

1.1 “Animal” means a dog, cat, or other domestic animal accepted by RESCUE under this Agreement. Livestock or equine animals may be accepted only by prior coordination and subject to available resources.

1.2 “CITY Ordinance” means Chapter 4 of the City of La Vernia Code of Ordinances, as amended.

1.3 “CITY Representative” means the City Administrator, Chief of Police, or their authorized designee.

1.4 “RESCUE” means Hearts to Homes Rescue and its authorized officers, employees, volunteers, fosters, contractors, and agents acting within the scope of this Agreement.

1.5 “Redemption/Stray Hold” means the period required by applicable law or CITY ordinance before an unclaimed animal may be transferred, adopted, or otherwise disposed of.

1.6 “Available Capacity” means foster, transport, veterinary, financial, behavioral, and other resources reasonably available to RESCUE at the time intake is requested.

ARTICLE TWO SCOPE OF SERVICES

2.1 Intake and Assistance. RESCUE shall make reasonable efforts to accept animals referred by the CITY when Available Capacity exists. The parties anticipate approximately three (3) to twelve (12)

animals annually; this estimate is for planning purposes only and is not a guaranteed minimum or maximum.

2.2 Humane Care. For animals accepted into its custody, RESCUE shall provide reasonable and humane food, water, shelter or foster placement, sanitation, and veterinary attention appropriate to the animal's condition.

2.3 Veterinary Services. RESCUE may utilize licensed veterinarians, including mobile veterinary providers, for examinations, vaccinations, spay/neuter procedures, medical treatment, and other appropriate services.

2.4 Adoption and Placement. After satisfaction of applicable legal hold periods, RESCUE may foster, transfer, advertise, and place animals for adoption using reasonable screening practices. RESCUE may use online adoption platforms and community adoption events.

2.5 Transport. The CITY will ordinarily transport animals to an agreed transfer location. RESCUE may retrieve animals using its transport vehicle when mutually coordinated. Nothing herein requires CITY police personnel to provide routine transport when RESCUE has expressly agreed to retrieve an animal.

2.6 Community Programs. Subject to resources and mutual scheduling, the parties may collaborate on Trap-Neuter-Return programs, vaccination or microchip clinics, adoption events, responsible-pet-ownership education, and fundraising or outreach activities. Such programs are not guaranteed service levels unless separately agreed in writing.

2.7 Response. RESCUE shall make reasonable efforts to acknowledge a CITY request promptly and, when practical, coordinate transfer within twenty-four (24) hours. Emergency public-safety matters remain under CITY control until lawful transfer.

ARTICLE THREE

INTAKE LIMITATIONS AND SPECIAL CASES

3.1 Capacity. The CITY acknowledges that RESCUE is foster-based. Acceptance is expressly subject to Available Capacity. RESCUE may delay or refuse intake when acceptance would compromise animal welfare, foster capacity, veterinary resources, or public safety.

3.2 Dangerous or Aggressive Animals. RESCUE may accept an aggressive animal only when, in its professional judgment, it has an appropriate placement and can safely manage the animal. The CITY shall disclose known bite history, dangerous behavior, medical conditions, legal holds, and other material information before transfer.

3.3 Bite Quarantine. RESCUE is not designated as, and shall not be required to operate as, a rabies or bite-quarantine facility. Animals requiring statutory quarantine shall be handled through an approved facility or other lawful arrangement.

3.4 Arrested Persons. When feasible, RESCUE may temporarily care for an animal belonging to an arrested or detained person. The CITY may separately establish and collect lawful fees from the owner to recover CITY costs associated with transport, temporary housing, care, or reclamation.

3.5 Livestock and Equines. Horses, donkeys, goats, ponies, and other livestock may be considered case-by-case. Extraordinary boarding, hauling, veterinary, feed, farrier, or placement expenses are not included in the annual compensation unless specifically approved in writing.

ARTICLE FOUR

CITY OBLIGATIONS

4.1 Lawful Custody. The CITY is responsible for lawful seizure, impoundment, and custody before transfer and shall comply with applicable law and CITY ordinance.

4.2 Identification and Owner Contact. Before transfer when reasonably practicable, CITY personnel shall scan for a microchip, check available identification, and make reasonable efforts required by law or ordinance to identify an owner.

4.3 Disclosure. The CITY shall provide RESCUE all material information known to CITY personnel concerning ownership, bite history, aggression, medical condition, evidence status, court holds, or other restrictions.

4.4 Police Coordination. The Chief of Police or designee shall serve as the principal operational contact for law-enforcement animal calls unless otherwise designated.

ARTICLE FIVE

CUSTODY, HOLDS, AND DISPOSITION

5.1 Legal Holds. No animal subject to a criminal case, cruelty seizure, court order, quarantine, or other legal hold may be adopted, transferred, or euthanized except as permitted by law and the applicable hold.

5.2 Stray Hold. RESCUE shall observe the legally applicable redemption or stray-hold period for animals transferred to it, unless the CITY has already completed the applicable hold and documents that fact.

5.3 Transfer of Custody. Upon expiration or satisfaction of all applicable holds and lawful transfer by the CITY, RESCUE may assume custody for adoption, foster placement, transfer, or other lawful disposition.

5.4 Euthanasia. RESCUE shall make good-faith efforts toward humane placement. Nothing prohibits humane euthanasia when medically necessary, required for public safety, ordered by a court, or otherwise lawful. Euthanasia shall be performed only in accordance with applicable law.

ARTICLE SIX

COMPENSATION AND EXTRAORDINARY COSTS

6.1 Annual Contract Amount. Subject to lawful appropriation, the CITY shall pay RESCUE Ten Thousand Dollars (\$10,000.00) for the initial fiscal-year term.

6.2 Quarterly Payments. The annual amount shall be paid in four equal installments of Two Thousand Five Hundred Dollars (\$2,500.00), anticipated on or about October 1, January 1, April 1, and July 1. Payments are consideration for availability, coordination, ordinary intake, foster/rescue support, and services contemplated by this Agreement and are not a guarantee of unlimited intake.

6.3 Extraordinary Costs. Extraordinary veterinary treatment, extended legal holds, livestock/equine cases, unusually high intake volume, or other material costs outside the ordinary scope are not automatically included. RESCUE shall notify the CITY as soon as practicable and obtain written authorization before incurring extraordinary costs for which reimbursement will be requested, except where immediate treatment is reasonably necessary to prevent suffering or preserve life.

6.4 Material Increase in Volume. If CITY-related animal volume materially exceeds the parties' anticipated service level or threatens RESCUE's ability to perform, either party may request a meeting to

consider an amendment to scope or compensation. No additional CITY obligation exists unless approved in writing by an authorized CITY representative and, when required, the City Council.

6.5 No Unauthorized Charges. RESCUE shall not bind the CITY to third-party charges, veterinary debts, purchases, or obligations except as expressly authorized by this Agreement or in a separate written authorization.

ARTICLE SEVEN

RECORDS, REPORTING, AND AUDIT

7.1 Records. RESCUE shall maintain reasonably complete records for CITY-referred animals, including intake date, species, source, known identification, disposition, and material veterinary care.

7.2 Reports. Upon request, and at least quarterly if requested by the CITY, RESCUE shall provide a report showing CITY animals accepted and their status or disposition.

7.3 Financial Accountability. RESCUE shall maintain records sufficient to demonstrate performance of this Agreement and use of CITY funds for lawful animal-welfare purposes. The CITY may review records reasonably related to this Agreement, subject to applicable privacy and legal restrictions.

7.4 Public Information. RESCUE acknowledges that records provided to the CITY may be subject to the Texas Public Information Act. The CITY makes no representation that information submitted by RESCUE will be confidential unless protected by law.

ARTICLE EIGHT

RESCUE REPRESENTATIONS AND PERFORMANCE STANDARDS

8.1 Authority and Status. RESCUE represents that it has authority to enter this Agreement and shall maintain its legal and nonprofit status during the term.

8.2 Compliance. RESCUE shall comply with applicable federal, state, and local laws governing animal care, transport, veterinary treatment, adoption, nonprofit operations, and its performance hereunder.

8.3 Personnel and Fosters. RESCUE is solely responsible for selection, supervision, training, conduct, and compensation, if any, of its personnel, volunteers, fosters, and contractors.

8.4 No Substandard Care. RESCUE shall not knowingly place an animal in conditions that are inhumane or materially unsafe and shall take reasonable corrective action if a foster or placement concern becomes known.

8.5 Complaints and Incidents. RESCUE shall promptly notify the CITY of material incidents involving a CITY-referred animal that could reasonably expose the CITY to liability, significant public concern, or law-enforcement involvement.

ARTICLE NINE

INSURANCE

9.1 Coverage. Before commencing services and throughout the term, RESCUE shall maintain insurance reasonably appropriate to its operations, including commercial general liability and automobile liability for vehicles used in performance of this Agreement, and workers' compensation when required by law.

9.2 Minimum Limits. Unless modified in writing by the CITY, general liability shall be not less than \$1,000,000 per occurrence and automobile liability shall be not less than \$1,000,000 combined single limit for owned, hired, or non-owned vehicles used in connection with services.

9.3 Evidence. Upon request, RESCUE shall furnish certificates of insurance evidencing required coverage and shall provide updated evidence upon renewal.

ARTICLE TEN

INDEMNIFICATION; IMMUNITY; INDEPENDENT CONTRACTOR

10.1 RESCUE Indemnity. TO THE EXTENT PERMITTED BY LAW, RESCUE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DAMAGES, LOSSES, LIABILITIES, AND REASONABLE ATTORNEY'S FEES TO THE EXTENT CAUSED BY THE NEGLIGENT, RECKLESS, OR WILLFUL ACTS OR OMISSIONS OF RESCUE OR PERSONS FOR WHOM RESCUE IS LEGALLY RESPONSIBLE IN PERFORMANCE OF THIS AGREEMENT.

10.2 CITY Responsibility. The CITY shall remain responsible for its own acts and omissions only to the extent liability exists under Texas law.

10.3 Governmental Immunity. Nothing in this Agreement waives or shall be construed to waive the CITY's governmental immunity, sovereign immunity, statutory protections, defenses, damage caps, or other rights under Texas law.

10.4 Independent Contractor. RESCUE is an independent contractor and not an employee, agent, joint venturer, or partner of the CITY. RESCUE has no authority to bind the CITY unless expressly authorized in writing.

ARTICLE ELEVEN

TERM, APPROPRIATION, AND TERMINATION

11.1 Term. The initial term is October 1, 2026 through September 30, 2027.

11.2 Renewal. The Agreement may renew for successive one-year fiscal terms by mutual continuation, subject at all times to CITY budget appropriation and any required City Council action.

11.3 Non-Appropriation. The CITY's obligations are subject to annual appropriation. The CITY may terminate without penalty if funds are not lawfully appropriated for a future fiscal period.

11.4 Convenience Termination. Either party may terminate this Agreement upon ninety (90) days' written notice. The CITY may terminate on shorter notice when reasonably necessary to protect public health, safety, animal welfare, or CITY operations.

11.5 Effect of Termination. Upon termination, the parties shall coordinate an orderly disposition of CITY-referred animals then lawfully in RESCUE custody. The CITY owes only amounts properly due through the effective termination date, subject to any applicable credits or offsets.

ARTICLE TWELVE

DEFAULT

12.1 RESCUE Default. Material breach, loss of required legal status, material violation of animal-welfare law, failure to maintain required insurance, misuse of CITY funds, or material failure to perform

constitutes default. The CITY may provide written notice and ten (10) days to cure when the default is reasonably curable.

12.2 Immediate Action. The CITY may suspend referrals or terminate immediately when continued performance presents a material threat to public safety, animal welfare, legal compliance, or CITY property or funds.

12.3 CITY Default. If the CITY materially fails to make an undisputed payment when due, RESCUE shall provide written notice and a reasonable opportunity to cure consistent with applicable Texas prompt-payment law.

ARTICLE THIRTEEN

ANNUAL PERFORMANCE REVIEW

13.1 Review. Before preparation of the CITY's succeeding fiscal-year budget, the parties may review animal volume, response experience, veterinary costs, community programming, reporting, performance, and proposed compensation.

13.2 No Automatic Increase. Any change in compensation or scope must be approved in writing in accordance with CITY requirements.

ARTICLE FOURTEEN

NOTICES

14.1 CITY Notice. City of La Vernia, Attn: City Administrator, 102 E. Chihuahua Street, La Vernia, Texas 78121; Office: 830-779-4541.

14.2 RESCUE Notice. Hearts to Homes Rescue, Attn: _____, Address: _____, Floresville, Texas _____; Email: _____; Phone: _____.

14.3 Method. Formal notices shall be delivered personally, by certified mail, nationally recognized delivery service, or by electronic mail with confirmation of receipt.

ARTICLE FIFTEEN

MISCELLANEOUS

15.1 Governing Law and Venue. Texas law governs this Agreement. Mandatory venue for any proceeding shall lie in Wilson County, Texas, to the extent permitted by law.

15.2 Assignment. RESCUE may not assign or transfer this Agreement or material duties without prior written CITY consent.

15.3 Entire Agreement. This Agreement constitutes the entire agreement concerning its subject matter and supersedes prior negotiations or understandings concerning the same services.

15.4 Amendment. No amendment or waiver is binding unless in writing and executed by authorized representatives of both parties and approved by the City Council when required.

15.5 Severability. If any provision is invalid or unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.

15.6 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties and creates no right in any third party.

15.7 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature to the extent permitted by law.

15.8 Conflict. In the event of conflict between this Agreement and applicable law, applicable law controls.

EXECUTION

CITY OF LA VERNIA, TEXAS

Mayor

Date: _____

ATTEST:

City Secretary

HEARTS TO HOMES RESCUE

Authorized Representative

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM (if required):

City Attorney