

**MEMORANDUM OF UNDERSTANDING ("MOU")
FOR ANIMAL CARE SERVICES**

This Memorandum of Understanding ("MOU") is entered into on this ____ day of _____, 2025, by and between the **City of Leon Valley, TX** ("the City") and **San Antonio Pets Alive! (SAPA)**, collectively referred to as "the Parties."

RECITALS

WHEREAS, SAPA and the City of Leon Valley are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, SAPA employs animal care services personnel; and

WHEREAS, this MOU for SAPA to provide certain animal care services to the City of Leon Valley is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, The City of Leon Valley desires to have SAPA designated local rabies control authority serve as the City of Leon Valley designated authority, as necessary pursuant to state law;

FOR THESE REASONS, and in consideration of the mutual promises contained in this agreement, SAPA and the City of Leon Valley mutually agree as follows:

SCOPE OF SERVICES

SAPA shall perform the following animal care services under the terms and conditions hereinafter stated, and the City of Leon Valley hereby accepts and agrees to the following terms and conditions:

1. SAPA agrees to accept up to twenty-five (25) dogs annually from the City.
 - a. Injured dogs will not count toward the twenty-five (25) and are not applicable to the terms listed.
 - b. SAPA agrees that once possession of the dog is turned over, SAPA takes full ownership of the animal.
 - c. The City of Leon Valley agrees to all fees SAPA charges to the adopter for rehoming, administration fees, etc.
 - d. SAPA agrees to intake a dog within 10 days after the expiration of the State's minimum 72-hour required holding period. (14th day after initial pick up from City of Leon Valley staff).

2. The City of Leon Valley also agrees to inform SAPA in writing via email when the City takes possession of a dog. The date of the email will serve as the starting date of the possession and 14 days after it will serve as the date that SAPA will intake a dog if the City is unable to find the owner and/or get it adopted.

3. The City will provide full veterinary care for each dog prior to transfer. The City will primarily seek services from the City of Converse Animal Care Facility as the two municipalities have an interlocal agreement for services. The City will provide veterinary services for each dog to include the following:
 - a. Vaccinations
 - i. DHPP
 - ii. Rabies
 - b. Spaying/Neutering
 - i. Spaying/neutering of dogs will be completed within 30 days of intake by the City of Leon Valley, subject to availability.
 - ii. SAPA agrees to intake the dog while waiting for the Spaying/Neutering appointment.
 - iii. If the City is unable to get the dog spayed/neutered within 30 days through the Interlocal Agreement with the City of Converse, then it is the responsibility of the SAPA to conduct the spaying/neutering at SAPA's own expense.

4. The City will provide SAPA with the following information for each dog:
 - a. A clear photograph
 - b. Estimated age
 - c. Breed
 - d. General Health status, which will include Ocular/Nasal Discharge, Coughing, non-weight bearing limbs, visual trauma, hair loss flea/tick infestation.

5. The City agrees to provide SAPA with \$5,000.00 within 30 days after signing up. An additional \$5,000.00 will be paid by October 10, 2025. The fee covers all impoundment cost to included but not limited to shelter impoundment fees, feeding, daily kenneling fees, adoption fees, any additional vaccination fees, and/or spay/neuter fees, or euthanasia fees.

6. The City agrees to allow SAPA the use of the Community/ Conference center or veterans park area for Animal Advocacy related events, subject to availability.

7. The City agrees to allow SAPA to use the City-managed advertising billboard for SAPA-branded advertising. The City will provide a maximum of 42 days (six weeks) of usage, allocated in two-week increments, subject to availability.

LOCATION OF PERFORMANCE

The place where the services are to be performed is in the City of Leon Valley, Texas.

DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY

The Parties agree that Bexar County serves as the local rabies control authority for the City of Leon Valley as the designated authority, as provided in Section 826.017, Texas Health and Safety Code.

DURATION AND TERMINATION

The term of this agreement shall be valid for one year (365 days) from the signing date. Either party may terminate the agreement with a 60-day written notice. In the event of termination, a pro-rata refund will be issued to the City within 30 days. The refund will be calculated at a daily rate of \$10,000.00/365 days.

The Parties agree that this agreement will automatically renew for another year at the termination of the initial term, with the same terms and conditions, unless otherwise requested in writing 60 days prior to the termination of the agreement.

MISCELLANEOUS

Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address below or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

City of Leon Valley
Attn: City Manager
6400 EL Verde Rd
Leon Valley, TX 78238

SAPA

Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie in Bexar County, Texas.

Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

Force Majeure. Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fire, flood, explosion,

war, strike, embargo, government regulation, civil or military authority, acts of God, acts or omissions of carriers, or other similar causes beyond their control.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement in their official capacities, with legal authority to do so.

City of Leon Valley, TX

By: _____

City Manager

Date: _____

San Antonio Pets Alive! (SAPA)

By: _____

Executive Director

Date: _____