

STATE OF TEXAS
COUNT OF WALLER

AMENDED AGREEMENT FOR TEMPORARY ANIMAL HOUSING SERVICES

This Amended Agreement For Temporary Animal Housing Services (“Amended Agreement”) is entered into by and between Waller County, Texas (“County”), a political subdivision, and Julie Jones (“Contractor”). This Amended Agreement replaces the agreement approved in Commissioners Court in January 2024 in its entirety.

WHEREAS, Waller County does not operate an animal shelter; and

WHEREAS, the County occasionally has to house stray animals on a temporary basis; and

WHEREAS, the County and Contractor desire for Contractor to provide temporary animal housing services to stray animals picked up by the County.

NOW, THEREFORE, the parties agree as follows:

1. **Scope.** Contractor shall house stray animals as required by Waller County Animal Control. Contractor is responsible for maintain the facilities and all costs associated with such maintenance.
2. **Use of County-Owned Kennels.** Animal kennels owned by the County may be used on Contractor’s property.
 - a. **Predominant Purpose.** The use of County-owned kennels is to accomplish the public purpose of housing stray animals as part of the County’s animal control function.
 - b. **County Control.** The County shall remain the sole owner of the kennels, and the kennels will be removed from Contractor’s property and returned to the County when the County discontinues use of Contractor’s property for animal housing services. The County reserves the right to remove the kennels at any time and for any reason. The kennels may only be used to house animals pursuant to this Amended Agreement, and may not be used to house animals for private parties or other organizations.
 - c. **Return Benefit.** By using County-owned kennels on Contractor’s property, the County receives the return benefit of not needing to relocate stray animals, build a County animal shelter, or find alternate animal housing locations.
3. **Term and Termination.** The term of this Amended Agreement shall begin on the date of the last signature to this Amended Agreement and end on December 31, 2025, unless terminated sooner. Either party may terminate this Amended Agreement with thirty (30) days’ written notice.

4. **Costs.** The County will pay Contractor \$10 per animal, per day to house the animals. The County shall not incur any additional costs payable to Contractor pursuant to this Amended Agreement.

5. **Payment of Invoices.** The County has thirty (30) days from receipt of Contractor's invoice to make payment. Payments will be made from current revenues. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice. Invoices shall be sent to:

ATTN: Animal Control
100 Sheriff R. Glenn Smith Drive
Hempstead, Texas 77445

6. **Tax Exempt.** The County is a tax-exempt organization. If Contractor makes purchase under this Amended Agreement that will be billed to the County, the County will not reimburse Contractor of taxes from which the is exempt. The County can provide tax exempt paperwork upon request.

7. **Other Expenses.** Except as otherwise expressly set forth in this Amended Agreement and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Amended Agreement.

8. **Jurisdiction and Venue.** This Amended Agreement is performable in Waller County, Texas. This Amended Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Venue and jurisdiction for any litigation, mediation, or legal conflicts arising under this Amended Agreement shall lie exclusively in Waller County, Texas for state or local claims and federal courts in the Southern District of Texas for federal claims.

9. **No Arbitration.** The County does not agree to arbitration.

10. **Defenses, Immunities, and Remedies.** The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

11. **Waiver and Compliance.** No claim or right arising out of a breach of this Amended Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Amended Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.

12. **Waiver of Subrogation.** Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Amended Agreement.

13. **Additional Insured.** Contractor's insurance policies that cover performance under this Amended Agreement shall name the County as an additional insured.

14. **Assignment.** This Amended Agreement cannot be assigned by Contractor without the prior written consent of the County.

15. **No Third-Party Beneficiaries.** This Amended Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

16. **Independent Contractor.** It is understood and agreed between the parties that Contractor is and independent contractor for the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Contractor's performance of this Amended Agreement. Contractor agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to Contractor's performance of this Amended Agreement.

17. **Amendments.** All amendments and additions to this Amended Agreement or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners Court.

18. **Authority to Sign.** Signatories to this Amended Agreement represent and warrant that they have the authority to bind the respective parties.

19. **Invalid Provisions.** In the event any section, subsection, paragraph, subparagraph, or sentence of this Amended Agreement is held invalid, illegal, or unenforceable, the balance of this Amended Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable.

20. **Entire Agreement.** Except as may otherwise be provided herein, this Amended Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

21. **Confidentiality.** The County is bound by the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Amended Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information.

22. **Notices.** Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Amended Agreement shall be delivered to the following persons, unless

a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Julie Jones
30695 Hegar Road
Hockley, Texas 77447

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: _____

CONTRACTOR

Julie Jones

Date: 5/30/24