

AGREEMENT FOR ANIMAL SHELTER SERVICES
Brazos County and Aggieland Humane Society, Inc.
October 1, 2025 – September 30, 2026

This Agreement for Animal Shelter Services ("Agreement") is made this 10th day of September, 2025 by and between The Aggieland Humane Society, Inc., a Texas non-profit corporation (herein the "Shelter") and Brazos County, Texas, a political subdivision of the State of Texas acting by and through its duly elected Commissioners Court (herein "County").

RECITALS

Whereas, the Shelter operates a facility currently located at 5359 Leonard Road, Bryan, Brazos County to house stray, unwanted or abandoned animals (herein the "Facility"); and

Whereas, the County has a need of a facility to house animals, other than livestock, that it takes possession of throughout the County;

For and in consideration of the mutual covenants herein expressed, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The County agrees that all animals, other than livestock, seized within its jurisdiction by its duly appointed agents, may be delivered to the Facility, there to be impounded under the exclusive control and custody of the Shelter for periods of time as required by State law and the applicable County orders except as hereinafter set forth, but in no circumstances less than three (3) days unless determined by a certified euthanasia technician that euthanasia is necessary.

2. The County agrees to pay to the Shelter an annual fee of **\$209,000.00** based upon the term of the Agreement. The fee shall be divided into twelve (12) equal monthly payments due on the first of each month and pending receipt of reports required in section 9.

3. The COUNTY shall and does hereby assign to the SHELTER those fees collected for the registration of dogs and cats within Brazos County, commonly referred to as "license fees." The SHELTER shall administer the County License program (Registration of Dogs and Cats, Texas Health and Safety Code §826.031).

4. The County represents to the Shelter that it has in force orders providing for the vaccination and licensing of animals under appropriate circumstances, providing for impounding of nuisance animals running at large, and that while this Agreement is in effect, such orders will be continued in force, provided, however, that such orders may be modified from time to time as the County deems appropriate.

5. The County agrees that every animal delivered to the Shelter in accordance with this Agreement, shall become the sole and exclusive property of the Shelter upon its delivery to the Shelter (subject to reclamation by the owner), so that neither the County nor any agency nor agent of the County, nor of the State of Texas, nor any institution, corporation nor individual shall have any claim or right to any animal not so claimed and redeemed. The County agrees that the Shelter shall have the undisputed right, consistent with the orders of the County, to humanely dispose of every animal given into its custody in accordance with the Shelter's principles as follows:

- a. To place animals in the care, custody, and control of new owners: and
- b. To humanely destroy animals which are not claimed by owners, and which are not suitable for placement in the care, custody, and control of new owners.

6. The Shelter agrees to accept each, and every animal delivered to the Facility located in Brazos County, Texas by the agents of the County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control. The County shall not accept a surrender of ownership of an animal by its owner in the field.

7. The Shelter agrees to accept each, and every stray animal delivered to the Facility located in Brazos County, Texas by the residents of the unincorporated areas of Brazos County and to provide each and every such animal with shelter, food, water and all other humane treatment of the same degree and kind that the Shelter provides for all other animals which may come into its care, custody, and control.

8. The Shelter agrees that it will make its Facility available to the County during its open hours and during periods of closure for the purpose of delivering animals to the Shelter.

9. The Shelter agrees to provide to the County on or before the 15th of each month during the term of this Agreement a statement of the number of dogs, cats and miscellaneous animals received by the Shelter from the County or otherwise retrieved from Brazos County, and the number of dogs and cats issued County tags since the 15th of the preceding calendar month.

10. The Shelter agrees to provide an invoice to the County in accordance with the payment terms outlined in Section 2 of this agreement. Invoices shall be remitted to the following email address:

accountspayable@brazoscountytexas.gov

11. The County reserves the right to require an audit of the records of the Shelter at any time deemed necessary for the limited purpose of verifying the number of animals registered or licensed and the number of animals attributable to the County and the length of stay of each such animal.

12. It is mutually agreed that the Shelter shall provide facilities for rabies observation for at least six (6) dogs and eight (8) cats. Animals delivered to the Shelter by the County for rabies observation shall be isolated for a period of time in accordance with State law.

13. In the event animals are being held by the Shelter as a result of a cruelty, seizure or a legal hold has been placed upon the animals as a result of a criminal prosecution, the County shall reimburse the Shelter for any veterinarian invoices and medical bills incurred by the Shelter until the Court either awards the animal to the Shelter, orders it destroyed or orders it returned to its owner. The County shall not be liable for these costs in the event a court of competent jurisdiction orders the animal owner to pay such costs.

14. Shelter shall at all times relevant to the fulfillment of this Agreement have, keep, and maintain insurance covering general liability, worker's compensation if required by State law, and automobile liability.

Worker's Compensation insurance shall be at statutory limits, including employer's liability coverage at minimum limits of \$500,000.00 each accident. Such policy will contain a waiver of subrogation in favor of the County.

The General Liability insurance shall have a minimum combined single limit for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and shall name the County as an additional insured.

Automobile Liability insurance shall be continuously held with limits for bodily injury and for property damage of not less than \$1,000,000.00 on all self-propelled vehicles used in connection with the animal control operation, whether owned, non-owned or hired.

Copies of certificates evidencing such insurance as herein required shall be sent to the County for its records.

The Shelter agrees, to the extent allowed by law, to indemnify and hold harmless the County from all claims, damages, or causes of action which might arise from any obligations of Shelter as outlined herein, and Shelter specifically agrees to indemnify the County against all claims, damages or causes of action which might arise as a result of acts, omissions County for respondent superior or vicarious liability, arising out of Shelter's obligations under this Agreement.

15. The Shelter shall at all times in performance of its Agreement be considered as an independent contractor. Such status shall apply to all of the Shelter's officers, agents, and employees and in no event shall the Shelter's officers, agents or employees be considered an employee of the County.

16. In the event the County fails to remit to the Shelter the fees due hereunder, the County shall be in default. The Shelter shall terminate the Agreement for non-payment of fees if the County has not cured the default after thirty (30) day written notice.

17. TAX EXEMPT STATUS: As a political subdivision of the State of Texas, Brazos County is tax exempt. Tax exemption certification will be furnished upon request.

18. GOVERNING LAW AND VENUE: This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

19. DISPUTE RESOLUTION: The dispute resolution process provided in Chapter 2009, Texas Government Code, and the related rules adopted by the Attorney General pursuant Chapter 2009, shall be used by County and Shelter to attempt to resolve any claim for breach of contract made by Shelter that cannot be resolved in the ordinary course of business. Shelter shall submit written notice of a claim of breach of contract under this Chapter to the County Attorney – Civil Division of Brazos County, who shall examine Shelter's claim and any counterclaim and negotiate with Shelter in an effort to resolve the claim.

19. LIMITATIONS: The parties are aware that there are constitutional and statutory limitations on the authority of the County to enter into certain terms and conditions of the Agreement, including, but not limited to, authorizations of the placement of liens on County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability or acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on the County except to the extent authorized by the laws and Constitution of the State of Texas.

20. AUDITS: All records relating to the service provided under this Agreement and supporting documentation for invoices submitted to County by the Shelter shall be retained and made available by the Shelter for audit by County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Shelter and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Shelter shall comply with such changes. County shall inform the Shelter in writing of the retention periods established by State and federal law applicable to such records and shall provide written notice if changes occur to such retention requirements. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Shelter shall retain such records until the audit is concluded, and all issues resolved. Shelter shall provide County with copies of such audits that are conducted with respect to the Agreement.

21. AUDIT RESPONSIBILITY: The Shelter shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local

audit directly related to the provision of this Agreement. The Shelter shall repay to County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Shelter recognizes and agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this Agreement if evidence exists of less than full compliance with this Agreement.

22. This Agreement is not assignable by either party.

23. This Agreement shall be for a term of one year commencing on October 1, 2025 and terminating on September 30, 2026. Either party may cancel this Agreement upon thirty (30) days written notice to the non-cancelling party.

24. SEVERABILITY: In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

IN WITNESS WHEREOF, the said County and the said Shelter have hereunto caused their representative corporate names and seals to be hereunto subscribed and affixed by their representative officers first thereunto duly authorized as of the date hereinabove first written.

ATTEST:

BRAZOS COUNTY, TEXAS

Karen McQueen, County Clerk

Kyle Kacal, Acting County Judge

Date

AGGIELAND HUMANE SOCIETY



Katrina Ross, Executive Director

9-10-2025

Date

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>. The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

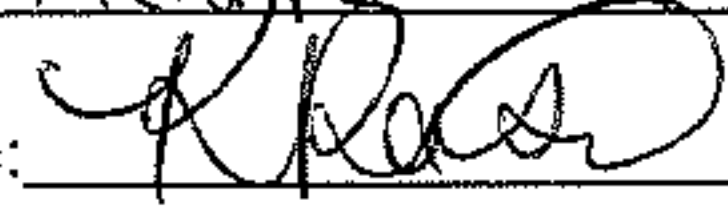
Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

- 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- 3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- 4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Aggieland Humane Society

Authorized Company Representative: Katrina Ross

Address: 8789 W. Henry Prairie Rd
Hearne TX 77859

Signature: 

Date: 9.10.2025

Contract #: 26-010