

ORDINANCE 2026- 16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS, AUTHORIZING THE CITY OF NEDERLAND TO ENTER INTO A K-9 LEASE AGREEMENT WITH NPD OFFICER TIFFANY VILLASANA, MAKING FINDINGS OF FACT; AUTHORIZING LEASE PAYMENTS AND EXPENSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS the City of Nederland, Texas wishes to initiate a Police Department Canine Program to preserve and protect the public health and safety of the City and its citizens; and

WHEREAS the City desires to utilize the personal services of the canine named Athena and the personal services of Tiffany Villasana, as Owner and Handler of said canine, for law enforcement operations performed by the Nederland Police Department on City's behalf, including narcotics intervention, vehicle and building sniffs, tracking, and locating persons, firearm detection, school educational programs and public outreach events, any canine services authorized by the written policies and procedures adopted by the Nederland Police Department, and the canine's travel to and from such operations, and

WHEREAS NPD Officer Tiffany Villasana, as Owner and Handler of the canine, and the City of Nederland, as Lessee, desires to enter into the K-9 Lease Agreement attached and marked Exhibit A, and

WHEREAS the City Council finds that the Lease Agreement attached and marked as Exhibit A will preserve and protect the public health and safety of the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEDERLAND, TEXAS THAT:

Section 1. The facts and opinions in the preamble are true and correct.

Section 2. The City Council finds that approval of said K-9 Lease Agreement is in the best interest of the City of Nederland and its citizens.

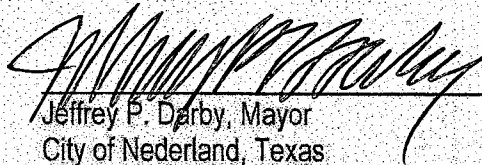
Section 3: The City Council hereby authorizes Mayor Jeffrey P. Darby, or his designee, to execute the K-9 Lease Agreement with NPD Officer Tiffany for a certified police narcotics and tracking canine for use as a K-9 officer by the Nederland Police Department and for the payment of approved expenses for canine care in amounts, when combined,

do not exceed an aggregate amount of \$15,000.00 in any Term, and other amounts noted therein, (in substantially the form attached hereto as Exhibit A) and to execute any additional documents necessary to accomplish such lease.

Section 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 5. This Ordinance shall be effective from and after the date of its passage.

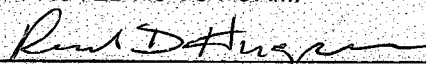
PASSED AND APPROVED this 14th day of September 2026.


Jeffrey P. Darby, Mayor
City of Nederland, Texas

ATTEST:


Joni Underwood, City Clerk

APPROVED AS TO FORM:


Richard D. Hughes, City Attorney



K-9 LEASE AGREEMENT

This K-9 Lease Agreement (the "Lease") by and between the City of Nederland, Texas (hereafter known as "LESSEE")) and Tiffany Villasana, f/k/a Tiffany Williams, (hereafter known as "OWNER"), is made effective as of the date of the last party to execute this Lease,

WHEREAS the OWNER is currently employed as a police officer with the Nederland Police Department.

WHEREAS, the OWNER can prove ownership and possession of the canine described below and is able and desires to lease her personal working K-9 to LESSEE to perform law enforcement operations, including narcotics intervention, vehicle and building sniffs, tracking, and locating persons.

WHEREAS the OWNER warrants that the K-9 described below has been and is currently certified as a police narcotic and tracking canine and now holds all certifications necessary to perform law enforcement operations of the Nederland Police Department on LESSEE'S behalf.

WHEREAS the OWNER warrants that the K-9 described below is in good health and has received all required training to perform law enforcement operations of the Nederland Police Department safely and competently on LESSEE's behalf.

WHEREAS the LESSEE desires to preserve and protect the public health and safety of the City and its residents by utilizing the personal services of said canine as a police K-9 officer in conjunction with OWNER's personal services as the K-9 Handler, for law enforcement purposes performed by the Nederland Police Department on LESSEE's behalf.

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, LESSEE and OWNER agree as follows:

1. PROPERTY LEASED; PERMITTED USE

1.1 In consideration of the Lease payments and other compensation to be provided by City pursuant to Section 4 of this Lease, OWNER hereby leases to LESSEE for the performance of law enforcement operations and purposes, the certified police narcotics and tracking canine identified as follows:

Breed: Belgian Malinois
Age: born July 20, 2023
ID: microchip number 981020002971163
Name: Athena (sometimes referred to as "the K-9")

1.2 During the Term of this Lease, Officer Tiffany Villasana, as OWNER, and in conjunction with her personal services as the K-9 Handler assumes care, custody and control of canine Athena 24/7 and is responsible for the canine's daily feeding, grooming, and off-duty housing.

1.3 During the Term of this Lease, OWNER shall not make personal use of the training and skills of K-9 Athena or allow any person or entity not included in this Lease to use Athena for any purpose in the absence of the expressed written approval of LESSEE.

1.4 The Permitted Use of K-9 Athena during the Term of this Lease requires the OWNER's personal, professional services as the exclusive Handler of Athena as a police K-9 Officer for law enforcement operations performed by the Nederland Police Department on LESSEE'S behalf, which operations specifically include the following: (i) narcotics intervention, vehicle and building sniffs, tracking and locating persons; (ii) firearm detection; (iii) school educational programs and public outreach events; (iv) any canine services as expressly authorized by "Policy 7.22K-9 Patrol Functions & Tactics" adopted by the City of Nederland Police Department; and, (v) Athena's travel to and from such operations:

2. TERM; RENEWAL TERMS; TERMINATION AT WILL.

2.1 The initial Lease one-year term will begin on October 1, 2026, and will end on September 30, 2027. Following the end of the first-year term, this Lease shall automatically renew under the same terms for additional periods of one (1) year each unless earlier termination occurs as provided herein.

2.2 Notwithstanding references to a Lease Term, LESSEE and OWNER agree that this Agreement may be terminated at any time and for any reason by either party giving seven (7) days written notice to the other party, provided, however, expiration or early termination of the Term shall not extinguish obligations incurred by either party pursuant to this Agreement.

2.3 Upon termination of this Agreement, OWNER shall immediately stop using K-9 Athena in law enforcement operations performed by the Nederland Police Department on LESSEE's behalf.

3. LEASE COMPENSATION; ALLOWED EXPENSES.

3.1 During the Term and except as set forth herein, the LESSEE shall make payments in the amount not to exceed \$200.00 monthly towards the cost of Athena's food. These "Lease Payments" shall be paid by the LESSEE when incurred by setting up an account via internet for the dog food to be delivered to Officer Villasana's residence. There will be

no additional compensation for Officer Villasana's personal services as the Handler for the K-9.

3.2 During the Term and except as set forth herein, in addition to the Lease Payments, the LESSEE also agrees to pay certain expenses incurred by OWNER for the care of Athena, as follows: (i) pre-approved veterinary care required for Athena's Permitted Use, excluding care for any pre-existing condition (ii) pre-approved training and certifications for OWNER and Athena; (iii) pre-approved equipment and travel expenses; (iv) 100 % of the veterinary expenses, which are not included in the insurance coverage provided pursuant to Section 6, for emergency medical treatment for the K-9 for injury inflicted while the K-9 is engaged in Permitted Use in law enforcement operations on LESSEE's behalf; and (v) the cost of premiums required to maintain the insurance coverage set forth in Section 6. LESSEE'S obligation to pay expenses set forth in (iv) above shall survive termination of this Agreement until treatment for those injuries has been completed or when the amount of expense for the post-terminating treatment exceeds \$15,000.00 as specified in Section 3.3 below, whichever event occurs first.

3.3 Notwithstanding references in Section 3.2 to payment of expenses, it is expressly agreed by the parties that the amount of allowable expenses will be calculated on a annual basis and, when the expenses in any one-year Term are combined, the total amount to be paid by LESSEE in each Term shall not exceed \$15,000.00, unless additional amounts are expressly authorized by the City Council of the City of Nederland.

3.4 To obtain payment for approved expenses described in Section 3.2, OWNER shall submit to LESSEE all information and documents necessary for LESSEE to determine the amount of the expenses requested to be paid by LESSEE. LESSEE shall follow all requested LESSEE guidelines for such submission. Following receipt of each such request, the LESSEE, through its Police Chief or other designee will evaluate such expenses for reasonableness in amount and as required or necessary for OWNER and Athena to perform their jobs effectively and safely and will pay the creditor directly or reimburse OWNER for all such expenses designated in Section 3.2 that he deems reasonable and necessary that do not exceed the amount(s) stated above. If requested in writing by OWNER, LESSEE shall provide OWNER with a written explanation of the basis for his denial, in whole or in part, of the requested expense.

3.5 All other expenses for Athena, including but not limited to: (i) veterinary care not related to Athena's engagement in a Permitted Use; (ii) kenneling; and (iii) expenses incurred that exceed the amount to be paid by LESSEE as set forth in Section 3.3 shall be the responsibility of OWNER.

4. ABSENCE OF OWNER AND/OR ATHENA.

4.1 It is understood between the parties hereto that OWNER must be present and performing her personal services as a Handler and her duties as a Police Officer for the

LESSEE and its Police Department in order for the LESSEE to utilize Athena under the terms of this Lease.

4.2 In the event that: (i) OWNER is unable for any reason to perform her duties as a police officer for the LESSEE, due to sickness, deployment, military training, or otherwise; and/or (ii) Athena is unable to be utilized by the Nederland Police Department for law enforcement purposes on behalf of LESSEE due to sickness, disability, lack of training, or otherwise, for a period of time four successive (4) weeks or longer, then no Lease Payments shall be due to OWNER for such period of time and until such time as Athena returns to work as a police K-9 officer with the Nederland Police Department. Notwithstanding the foregoing provisions, the suspension of Lease Payments does not apply when the OWNER'S inability to perform her duties as a police officer for the LESSEE is the result of a line of duty injury sustained while Athena was engaged in Permitted Use on behalf of the LESSEE.

5. TRAINING.

5.1 OWNER shall be responsible for ensuring that she and Athena maintain the requisite number of hours of training on a monthly basis as a K-9 team as required by the Nederland Police Department's Standard Operating Procedures or the American Police Canine Association (APCA), whichever is greater.

5.2 OWNER and Athena must be certified yearly as a K-9 team by an outside agency acceptable to the LESSEE according to accepted police K-9 industry requirements.

5.3 Should OWNER not work with Athena for LESSEE's purposes for any reason for four (4) successive weeks or longer, OWNER must have Athena evaluated to ensure that Athena does not require further training and provide written evidence of such evaluation to the LESSEE before Athena may be utilized by the LESSEE for Permitted Use in law enforcement operations. The LESSEE reserves the right to review such information and to require further training.

6. INSURANCE.

During the Term of this Lease, LESSEE shall be responsible for obtaining and maintaining the OWNER and the K-9 as Covered Parties under Law Enforcement Liability Coverage on the City of Nederland's Insuring Agreement with the Texas Municipal League Intergovernmental Risk Pool.

7. LIABILITY/INDEMNITY

7.1 K-9 Athena shall be considered property of the LESSEE and under LESSEE's control while the K-9 is engaged in Permitted Use as defined in Section 1.4 above.

7.2 OWNER agrees to defend and hold the LESSEE(and it officers, agents and employees) harmless from any third-party claims, damages, or liability arising from the actions of the K-9 Athena when the K-9 is not engaged in Permitted Use on LESSEE's behalf.

7.3 The LESSEE does not waive sovereign or governmental immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a governmental entity pursuant to the Texas Tort Claims Act, Tex. Civil Prac. & Rem. Code, Sec. 101.001 *et seq.* and all other state laws.

7.4 The Parties expressly acknowledge that the LESSEE's authority to indemnify and hold harmless any third party is governed by Article XI, Section 7 of the Texas Constitution, and any provision that purports to require indemnification by the LESSEE is invalid. Nothing in this Lease Agreement requires that the LESSEE incur debt, assess or collect funds, or create a sinking fund.

8. RELEASE.

The LESSEE does not guarantee K-9 Athena against accidental death or injury, including accidents occurring in the field or while training, and OWNER releases LESSEE for any death or injury to K-9 Athena unless such death or injury is caused by the negligence or wrongful acts or omissions of LESSEE or its officers, agents or employees (other than the OWNER).

9. NOTICES.

All notices required or permitted to be given pursuant to this Lease shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after being mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to LESSEE: City of Nederland, Texas
207 N. 12th Street
Nederland, TX 77627
Attn: Mayor Jeffrey P. Darby

If to OWNER: Tiffany Villasana
Nederland Police Department
1400 Boston Avenue
Nederland, TX 77627

10. ENTIRE AGREEMENT/AMENDMENT.

This Lease Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

11. SEVERABILITY.

If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provision shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be written, construed, and enforced as so limited.

12. WAIVER.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

13. COUNTERPARTS.

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease, and all of which, when taken together, shall be deemed to constitute the same instrument.

14. GOVERNING LAW.

The execution, interpretation, and performance of this Lease shall in all respect be controlled and governed by the laws of the State of Texas. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought to the courts of Jefferson County, Texas. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

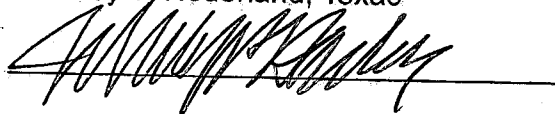
15. NON-APPROPRIATION.

The LESSEE has the unfettered right to non-appropriate annual funds for Lease Payments, compensation, and/or expenses not yet incurred, due and payable.

IN WITNESS WHEREOF, City and Tiffany Villasana have executed and delivered this Lease as of the dates set forth below.

LESSEE:

The City of Nederland, Texas



By: Jeffrey P. Darby, Mayor
City of Nederland, Texas

Date: 09/14/2026

OWNER:

NPD Officer Tiffany Villasana


Tiffany Villasana

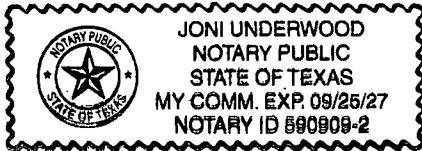
Date: 9/9/26

STATE OF TEXAS)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Jeffrey P. Darby, whose name as MAYOR of the City of Nederland, Texas, signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the City of Nederland, Texas.

Given under my hand and official seal, this the 14th day of September, 2026.



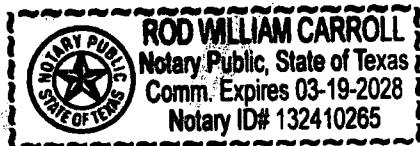
Joni Underwood
Notary Public

STATE OF TEXAS)

JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that TIFFANY VILLASANA, whose name is signed to the foregoing Lease and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such OWNER, and with full authority, executed the same voluntarily for and as the act and deed.

Given under my hand and official seal, this the 9 day of September, 2026.



RJ CG
Notary Public