STATE OF TEXAS §
§
COUNTY OF COLLIN §

AGREEMENT TO PROVIDE SPACE FOR LOW-COST SPAY/NEUTER CLINIC

This Agreement to provide space within the Collin County Animal Shelter for Low-Cost Spay/Neuter Surgeries is entered into by and between Collin County, Texas (sometimes referred to herein as the "County" and/or "Party") and the Texas Coalition for Animal Protection (sometimes hereinafter referred to herein as "TCAP" and/or "Party") through their duly authorized officers and/or governing boards. This Agreement shall be effective on the date approved by Collin County Commissioners' Court ("Effective Date").

RECITALS

WHEREAS, over a seven (7) year period one (1) unaltered, female cat can produce 420,000 offspring, and one (1) unaltered, female dog can produce 67,000 offspring; and

WHEREAS, millions of tax dollars are spent across the Country annually to control abandoned and unwanted companion animals with much of that money being spent to destroy those animals because there are not enough available homes; and

WHEREAS, human health and safety and companion animal health and safety is threatened by the danger of transmittable diseases (including rabies) animal bites, and attacks; and

WHEREAS, several studies have been conducted that show up to a 40% drop over a 10-year period in animal intake numbers into Shelters and euthanasia numbers in areas that have aggressive spay and neuter programs in place; and

WHEREAS, TCAP, a 503-C Non-Profit organization, sponsors low-cost spay and neuter clinics at Dallas-Fort Worth Metroplex area animal Shelters. Further, TCAP has expressed a willingness to sponsor low-cost spay and neuter clinics at the Collin County Animal Shelter on a bi-monthly basis (and more frequently as requested/needed); and

WHEREAS, each Party to this Agreement represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized and necessary function. Further, each Party represents and warrants that no compensation will be made to the other Party, as set forth in this Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Incorporation of Recitals**. The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

2. **County Obligations.** Collin County agrees to provide space for pre- and post-operative holding of animals, space to be used as an operating room for the surgeries to take place and a large canister of surgical-grade oxygen ONLY.

3. **TCAP Obligations**.

3.1 TCAP agrees to handle every aspect of scheduling, patient intake, pre-operative care, surgery, post-operative care and patient release.

3.2 Further, TCAP agrees to maintain a $1,000,000 business liability insurance policy at all times during this contractual period.

3.3 TCAP will employ only Veterinarians that are currently licensed by the State of Texas and all parties will explicitly comply with all Texas State Board of Veterinary Medical Examiners regulations and requirements and any other applicable regulations.

3.4 TCAP will have any employee/volunteer that enters on to County property in association with a clinic and each animal owner that participates in a clinic held on County property sign a copy of a Liability Water and Indemnification Agreement (forms approved by both TCAP and Collin County).

3.5 Depending upon availability of Veterinarians, staff, clients and County Shelter space availability; TCAP has agreed to hold bi-monthly spay/neuter clinics at the Collin County Shelter and to, at no charge, surgically alter one (1) "adoptable" animal owned by Collin County Animal Services per clinic.

3.6 TCAP will host additional pet vaccine and sterilization clinics as requested by CCAS or as required to meet client demands from Collin County citizens.

3.7 TCAP will charge animal owners the following rates (until further notice) to participate in a spay/neuter clinic: Additional fees will be assessed if animals are crypt orchid, pregnant or in heat.

3.7.1

Dog Sterilization	
[redacted]	[redacted]
Under 50 lbs.	$50.00
50-80 lbs.	$60.00
Over 80 lbs.	$80.00
[redacted]	[redacted]
Under 50 lbs.	$50.00
50-80 lbs.	$60.00
Cat Sterilization	
Female	$40.00
Male	$30.00

4. **Term / Renewal Terms**. This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year, unless terminated earlier as provided in this Agreement or by law.

5. **Termination.** Notwithstanding any other provision, this Agreement may be terminated as provided in this section.

5.1 **By Mutual Agreement.** This Agreement may be terminated by mutual agreement of all of the Parties, as evidenced by a written termination agreement.

5.2 **By the County**. County may terminate this Agreement with reasonable advance written notice to TCAP of its intent to do so.

5.3 **By TCAP**. TCAP may terminate this Agreement with reasonable advance written notice to the County of its intent to do so.

6. **Miscellaneous.**

6.1 **Interpretation of Agreement.** Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

6.2 **Administration of Agreement.** The County shall administer this Agreement on behalf of the County. TCAP shall administer this Agreement on

behalf of TCAP. Each Party may designate a new administrator on written notice to the other.

6.3 **Governing law.** This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.

6.4 **Venue.** Any litigation in any way relating to this Agreement shall be brought in State court in Collin County, Texas.

6.5 **Non-Assignability.** A Party shall not assign, sublet or transfer its interest in this Agreement without the written consent of the other Party.

6.6 **Notices.** Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or to an officer of such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

For the County:

Keith Self, Collin County Judge
Collin County Administration Building
2300 Bloomdale Road
McKinney, Texas 75071

For TCAP:

Stacey Schumacher
Texas Coalition for Animal Protection
PO Box 77016
Fort Worth, TX 76177

However, the Parties hereto shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice to the other Party.

6.7 **Severability.** Should any provision of this Agreement or the application thereof be held invalid or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent, consistent with the intent

of the Parties as evidenced by this Agreement.

6.8 **Authority of Signatories.** The Parties represent that the individuals signing this Agreement on their behalf possess full power and authority to enter into this Agreement from their respective governing boards in compliance with the laws of the State of Texas.

6.9 **Further Assurances.** Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

6.10 **Retention of Defenses.** The Parties agree that, neither this Agreement nor the performance thereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties. Notwithstanding each Party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all Parties hereto, the Parties agree that no Party has waived its sovereign immunity to the claims of third parties by entering into and performing its obligations under this Agreement.

6.11 **Modification.** If the Parties desire to modify this Agreement during or after the initial term, any modifications may be either incorporated herein by written amendment or set forth in a new written agreement.

6.12 **Entire Agreement.** This Agreement is the entire agreement of the Parties. This Agreement may not be altered or amended except by mutual written agreement as provided herein.

6.13 **Counterparts.** This Agreement may be executed in one or more identical counterparts, each of which will be deemed an original for all purposes.

6.14 **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the Parties.

DATED to be effective this the 11th day of October, 2011

COLLIN COUNTY, TEXAS

BY: Keith Ainsley

TITLE: COUNTY JUDGE

DATE: 10/11/11

ATTEST: Georgia Shepherd

NAME: Georgia Shepherd

TITLE: Administrative Secretary

TCAP

BY: Gary Schulz

TITLE: Exec. Director

DATE: 9-19-11

ATTEST: _____

NAME: _____

TITLE: _____