

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

**INTERLOCAL AGREEMENT BETWEEN OPERATION KINDNESS AND
COLLIN COUNTY**

This Agreement to provide general veterinary services to the Collin County Animal Shelter and is entered into by and between Collin County, Texas (sometimes referred to herein as the "County" and/or "Party") and Operation Kindness (sometimes hereinafter referred to herein as "OPK" 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, the County desires to engage the services of a Veterinarian "Vet" to provide basic first aid, testing for diagnosis, surgery, medication treatment and spay/neuter services to the Collin County Animal Shelter; and

WHEREAS, the County's goal is to have zero animals leave the shelter that have not had a health assessment, proper vaccinations, and sterilization prior to adoption; and

WHEREAS, Operation Kindness, a 501(c)(3) Non-Profit organization, which falls under section 791.025 Specific Interlocal Contracting Authority. Further, OPK has expressed a willingness to offer general veterinary services to include, but not limited to, surgery, spay and neuter at the Collin County Animal Shelter on an as needed/requested basis; and

WHEREAS, the respective participating governments are authorized by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of basic veterinary services;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

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;

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. **Purpose.** The purpose of this Agreement is to establish an agreement between the parties, which will allow the County to purchase goods and services provided by OPK.
3. **County Obligations.**
 - 3.1. Collin County agrees to provide all available information, data, etc. as it may have in its possession relating to the animals for which services are expected.
 - 3.2. Collin County will only request services on animals which Collin County owns and has good title vested in Collin County and are not owned by any member of the public or for which title is disputed.
 - 3.3. The County will make its facilities accessible to OPK as required for the Vet's performance of its services. County will provide all supplies needed to perform all services.
4. **OPK Obligations.**
 - 4.1. Depending upon availability of Veterinarians and staff, OPK has agreed to provide general veterinary services as set forth in Exhibit "A" to be performed on animals that have yet to be adopted at the Collin County Shelter.
 - 4.2. Further, OPK agrees to meet all insurance requirements as set forth on Exhibit "B" which is attached hereto and thereby made a part of this agreement.
 - 4.3. OPK will employ only Veterinarians that are currently licensed by the State of Texas, or have a temporary license through 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.
5. **Term/ Renewal Terms.** This Agreement shall commence on the Effective Date and shall continue for a term of one (1) year with the option for two (2) annual renewals of one (1) year each.
6. **Termination.** This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a thirty (30) calendar day written notice prior to any cancellation and must state therein the reasons for such cancellation. Further, in the event that Operation Kindness determines, in its sole and absolute discretion, that its staff and/or veterinarians, are in immediate or imminent danger, physical or otherwise, or for any other safety reason, Operation Kindness may immediately terminate this Agreement. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.
7. **Compensation for Services.** Collin County will compensate OPK for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment

Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement.

7.1. No other expense or reimbursement shall be borne by Collin County unless stated herein.

7.2. Invoices along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the Collin County Animal Services monthly for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.

7.3. Following the receipt of the invoice referenced above, Collin County Animal Services shall have ten (10) business days to dispute any service or amount rendered by Operation Kindness. Otherwise, the invoice shall be deemed approved for payment for the full amount invoiced therein.

7.4. Payments will be made in accordance with Texas Government Code Sec. 2251.021 Time for Payment by Governmental Entity.

7.5. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

8 Additional Conditions.

8.1 Only to the extent permitted by law, Collin County agrees to hold harmless Operation Kindness, its employees and/or agent, and the attending veterinarians from and against any and all liability arising out of the performance of all procedures and services provided to Collin County's animals subject to this Agreement.

8.2 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.

8.3 Administration of Agreement. The County shall administer this Agreement on behalf of the County. OPK shall administer this Agreement on behalf of OPK. Each Party may designate a new administrator on written notice to the other.

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

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

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

8.7 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:

Chris Hill, Collin County Judge
Collin County Administration Building
2300 Bloomdale Road
McKinney, Texas 75071

Collin County Animal Services
4750 Community Avenue
McKinney, TX 75071

Collin County Administration Building
Attn: Purchasing Agent
2300 Bloomdale# 3160
McKinney, TX 75071

For OPK:

Ed Jamison, CEO Operation Kindness
3201 Earhart Drive
Carrollton, TX 75006

With additional copy via email to:

Claire Collins, Counsel
Operation Kindness
3201 Earhart Drive
Carrollton, TX 75006
ccollins@operationkindness.org

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.

8.8 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

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

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

8.16 Indemnification. Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

8.17 Expenses for Enforcement. In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

8.18 Force Majeure. No party shall be liable or responsible to the other party, nor be

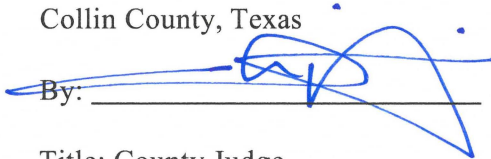
deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

DATED to be effective this the 19th day of November, 2025.

Operation Kindness

Collin County, Texas

By: Ed Jamon

By: 

Title: CEO

Title: County Judge

Date: 11/19/2025

Date: 11 DEC 2025

EXHIBIT "A"

SCOPE OF SERVICES

General Veterinary Services

- 8.18.1 The goal is to have zero animals leave the shelter that have not had a health assessment or been properly vaccinated. Services are for dogs, cats, livestock, birds, alligators or any type of animal that comes into the shelter. The County will provide supplies needed to perform the following services:
 - 8.18.1.1 Verify animal's health
 - 8.18.1.2 Perform basic first aid
 - 8.18.1.3 Administer rabies vaccinations
 - 8.18.1.4 Perform skin scrapings
 - 8.18.1.5 Perform fecal tests
 - 1.5 Perform blood tests
 - 1.6 Prescribe medical treatment in connection with the Animal Shelter
 - 1.7 Veterinary will supervise Animal Shelter staff in ordering and using controlled substances for use at the Animal Shelter.
 - 1.8 Provide training as needed to Animal Shelter staff.

Spay/Neuter Services

1. The goal is to have zero animals leave the shelter that have not been properly sterilized. The Veterinary shall perform spay and neutering services in connection with the Collin County Animal Shelter and shall only perform services on those animals selected and designated by Collin County. The County will provide supplies needed to perform the following services:
 - 1.1 Dog Sterilization (spay or neuter)
 - 1.2 Cat Sterilization (spay or neuter)
 - 1.3 Other animals such as ferrets or rabbits (not common)

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.
 - 1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.
 - Each Occurrence: \$1,000,000
 - Personal Injury & Adv. Injury: \$1,000,000
 - Products/Completed Operation Aggregate: \$2,000,000
 - General Aggregate: \$2,000,000
 - 1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.
 - Employers' Liability
 - Liability, Each Accident: \$500,000
 - Disease-Each Employee: \$500,000
 - Disease – Policy Limit: \$500,000
 - 1.3 **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.
 - Combined Single Limit – Each Accident: \$1,000,000
 - 1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.
 - Each Occurrence/Aggregate: \$1,000,000
 - 1.5 **Umbrella/Excess Liability** insurance.
 - Each Occurrence/Aggregate: \$1,000,000
 - 1.6 **Veterinary Professional Liability** insurance.
 - Each Occurrence/Aggregate: \$1,000,000
2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- 2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
 - 2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at a least thirty (30) day notice prior to cancellation, non-renewal or termination of the policy.
 - 2.5 All copies of Certificates of insurance shall reference the project/contract number.
3. All insurance shall be purchased from an insurance company that meets the following requirements:
 - 3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
 4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 4.2 Sets forth the notice of cancellation or termination to Collin County.

