

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR ANIMAL SPAY AND NEUTER MOBILE CLINIC SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Animalscopic, Inc., d/b/a Cy-Fair Animal Hospital (“Cy-Fair Animal Hospital”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Cy-Fair Animal Hospital provide animal spay and neuter mobile clinic services for low-income Fort Bend County residents;

WHEREAS, Cy-Fair Animal Hospital represents that it is qualified and desires to perform such Services; and

WHEREAS, this Agreement serves a public purpose which is to reduce the suffering and death of cats and dogs due to overpopulation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

**1. Scope of Services.**

1.1. Cy-Fair Animal Hospital shall provide eligible Fort Bend County residents, at Locations, hours and dates to be mutually agreed upon between the parties, the following “Services”:

- (a) inclusive animal spay and neuter mobile clinic services;
- (b) free rabies vaccinations, valid for one (1) year, as detailed below; and
- (c) microchip services as detailed below.

1.2. Cy-Fair Animal Hospital shall require each person presenting the animal to show:

- (a) A valid photo ID with a Fort Bend County address; and
- (b) Proof of participation in at least one of the following needs-based public assistance programs:
  - (i) Children's Health Insurance Plan (CHIP)
  - (ii) Major VA Disability
  - (iii) Food Stamps
  - (iv) Medicaid
  - (v) Free Lunch Program (Public Schools)
  - (vi) Social Security Disability (SSD)
  - (vii) Fort Bend County Indigent Health Care Program (CIHCP)
  - (viii) Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
  - (ix) HUD, Section 8 Housing, Supplemental Security Income (SSI)
  - (x) Temporary Assistance for Needy Families (TANF) - Formerly AFDC
  - (xi) Age 65 or older

- 1.3. Cy-Fair Animal Hospital agrees to provide Services for up to approximately 20-25 animals per service day, subject to space limitations due to animal size and gender; as well as number of residents requesting services.
- 1.4. Services for each animal shall include the surgical sterilization procedure and any post-operative care that can be performed on site and is needed for the animal to be safely released after the procedure. Spay and neuter services will be provided at no cost to the resident.
- 1.5. Cy-Fair Animal Hospital may offer, but not require, additional low-cost veterinary services to residents, but the provision of service and payment of fees for those services are not a part of this Agreement.
- 1.6. Cy-Fair Animal Hospital will also administer a free one (1) year rabies vaccination, with a paper certificate and without a tag, to the animal at no cost to the resident or additional cost to the County for any animal accepted for the surgical sterilization procedure if proof of vaccination is not presented at the time of intake.
- 1.7. Cy-Fair Animal Hospital will administer a microchip to any animal accepted for the surgical sterilization procedure if the device is not present at the time of intake and at no cost to the resident. The County will provide the microchips to Cy-Fair Animal Hospital at no cost and will enter the information into the microchip registry. Cy-Fair Animal Hospital will collect, prepare, and send all microchip data to the County.

## **2. Location(s); Filming.**

- 2.1. The Location(s) shall be designated by County, at places owned and operated by County.
- 2.2. County hereby grants to Cy-Fair Animal Hospital permission to enter and use the Location(s), exterior only, unless use of the interior is granted by County prior to use of the location, with personnel and equipment to film, photograph, and otherwise record at the Location(s), including any structures and personal property located at the Location(s), but not including any signage, names, trademarks, logos, and other identifying materials not owned by County, solely in connection with production of Cy-Fair Animal Hospital's audiovisual program (the "Production"). Such filming shall occur only at the Locations and dates, upon receipt of prior approval by County ("Filming Date(s)"), which Filming Date(s) are subject to reasonable change approved by both parties in writing based on defective equipment, weather conditions, fire, other acts of God, labor controversy, and any other "force majeure" type of event out of the control of Cy-Fair Animal Hospital and County.
- 2.3. Cy-Fair Animal Hospital shall ensure that filming does not interfere with County's normal business activities or the business activities of any of County's employees, tenants, or other occupants of the Location.
- 2.4. Prior to filming and/or providing Services, Cy-Fair Animal Hospital shall obtain any and all required permits and licenses necessary to use the Location as permitted by this Agreement; and comply, and cause its employees, contractors, agents, and representatives to comply, with all (A) policies and rules provided to Cy-Fair Animal Hospital by County, for example, security procedures and rules related to use, storage, and disposal of hazardous substances and waste and other environmental matters; and (B) applicable local, state, and federal laws, regulations, and ordinances. Cy-Fair Animal Hospital shall not, and shall not permit its employees, contractors, agents, representatives, or any third party to, use the Location in any

- manner that would violate any applicable local, state, or federal law, regulation, or ordinance.
- 2.5. If Cy-Fair Animal Hospital does not comply with Section 2.3, Owner will have the right to require Cy-Fair Animal Hospital and its personnel to leave the Location(s) if County provides notice to Cy-Fair Animal Hospital of its noncompliance and Cy-Fair Animal Hospital does not remedy such noncompliance within two (2) hours after receiving such notice, or within a reasonable amount of time agreed upon by the parties at the time of notice of noncompliance. If Cy-Fair Animal Hospital does not vacate the Location(s) promptly after such notice, County shall have the right to seek legal relief for any damages resulting from Cy-Fair Animal Hospital's noncompliance.
  - 2.6. Cy-Fair Animal Hospital shall use best efforts to prevent damage to the Location(s) and shall leave the Location(s) in as good condition as when it entered, reasonable wear and tear excepted, and shall be responsible for any damage to the Location(s) caused by Cy-Fair Animal Hospital or its employees, contractors, agents, or representatives, including damage from heavy equipment. Cy-Fair Animal Hospital may place its equipment and temporary sets on the Location(s) remove or change signs (including logos and trademarks) and furnishings at the Location(s). Cy-Fair Animal Hospital shall surrender possession of the Location(s) and remove its equipment and temporary sets and replace any removed or changed signs and furnishings promptly after the Filming Date(s). If Cy-Fair Animal Hospital does not vacate the Location(s) promptly after the Filming Date(s), Cy-Fair Animal Hospital shall pay to Owner fees of US\$100.00 for each additional day Cy-Fair Animal Hospital occupies the Location(s).
  - 2.7. County shall inspect the Location(s) promptly after Cy-Fair Animal Hospital completes filming and removes its equipment from the Location(s). Within a reasonable period of time after such inspection, County shall deliver to Cy-Fair Animal Hospital in writing a complete detailed list of all property damage that County claims Cy-Fair Animal Hospital caused. County shall give Cy-Fair Animal Hospital access to the Location(s) to inspect any such claimed damage during normal business hours. Within five (5) business days of its receipt of the list of property damage, the Cy-Fair Animal Hospital may elect either to correct such damage or provide reimbursement to County for an amount equal to County's reasonable, actual out-of-pocket costs and expenses incurred in correcting such damage (the "Damage Expenses"). If Cy-Fair Animal Hospital fails to make such election within such time, Cy-Fair Animal Hospital shall reimburse County for the Damage Expenses. Cy-Fair Animal Hospital shall complete such repairs or reimburse County for the Damage Expenses within thirty (30) calendar days of Cy-Fair Animal Hospital's election to complete such repairs or receipt of an invoice for such costs from County, respectively.

### **3. Cy-Fair Animal Hospital's Rights in Recording**

- 3.1. Cy-Fair Animal Hospital (and its successors, assigns, and licensees) is and will be the sole and exclusive owner of all right, title, and interest of every kind in and to all photographs, video and audio recordings, and other depictions made hereunder in any format and media (the "Recordings"), including all copyrights and other intellectual property rights therein, in perpetuity throughout the universe for all purposes, including the right to exploit the Recordings in connection with the Production and advertising and promotion for the

Production in any media or format now existing or hereafter created throughout the universe without consent from or any royalty, payment, or other compensation to County, any tenant of the Location(s), or any other party with an interest in the Location(s); provided, however, that the Recordings may be used only in connection with the Production and advertising and promotion of the Production. Neither County nor any tenant or other party with an interest in the Location(s) has any right of any kind to the Recordings.

- 3.2. Cy-Fair Animal Hospital has no obligation to film or record at the Location(s), use the Recordings, or create, produce, advertise, or promote the Production, or include the Recordings in the Production, or to exercise any rights given by this Agreement. County has no right to review or approve the Production or the Recording before the Cy-Fair Animal Hospital uses them or at any other time.

**4. Credit; Publicity.**

- 4.1. Cy-Fair Animal Hospital shall provide County with a courtesy credit reasonably satisfactory to County in the end credits of the Production.
- 4.2. Cy-Fair Animal Hospital shall not use County's or a Location's name, trademark, or other identifying information in any advertising or in the Production without County's prior written approval in each instance, which shall not be unreasonably withheld.

**5. Permissions.**

- 5.1. Cy-Fair Animal Hospital will obtain from all persons and entities who provide services for or participate in, or are, or whose trademark, copyright, or other property is, identified, depicted, used, or otherwise referred to in, the Production, such written and signed licenses, permissions, waivers, releases, and consents (collectively, "Permissions" and each, individually, a "Permission"), including those relating to publicity, privacy, and any intellectual property rights, as are, or reasonably may be expected to be, necessary for Cy-Fair Animal Hospital to exploit the Production, including any employees or customers of County. Cy-Fair Animal Hospital also shall obtain any required Permissions from any applicable union or guild and shall pay all required fees and other payments, including for use of music in the Production.

**6. Personnel.**

- 6.1. Cy-Fair Animal Hospital represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Cy-Fair Animal Hospital shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of Cy-Fair Animal Hospital shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Cy-Fair Animal Hospital who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

**7. Compensation and Payment.**

- 7.1. The Maximum Compensation for the performance of Services is \$3,000.00 per service day, not to exceed eight (8) service days per year, for a total Maximum Compensation of \$24,000.00. In

no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

- 7.2. All performance of the Services by Cy-Fair Animal Hospital including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 7.3. County will pay Cy-Fair Animal Hospital based on the following procedures:
  - (a) Upon completion of the tasks identified in the Scope of Services, Cy-Fair Animal Hospital shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor  
c/o Accounts Payable  
301 Jackson, Suite 701, Richmond, TX 77469  
Email: [auditor@fortbendcountytexas.gov](mailto:auditor@fortbendcountytexas.gov)  
Fax: 281-341-3774
  - (b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Cy-Fair Animal Hospital, County shall notify Cy-Fair Animal Hospital no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.

## **8. Limit of Appropriation**

- 8.1. Cy-Fair Animal Hospital clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum certified as available below by the County Auditor specifically allocated to fully discharge any and all liabilities County may incur.
- 8.2. Cy-Fair Animal Hospital does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Cy-Fair Animal Hospital may become entitled to and the total maximum sum that County may become liable to pay to Cy-Fair Animal Hospital shall not under any conditions, circumstances, or interpretations thereof exceed \$3,000.00 per service day, not to exceed eight (8) service days per year, for a total maximum compensation of \$24,000.00.

## **9. Term.**

- 9.1. The Term of this Agreement shall commence upon the date of execution by County ("Effective Date") and terminate on September 30, 2019 ("Expiration Date"). This Agreement shall not automatically renew and may only be renewed by signed agreement of both parties.

## **10. Modifications and Waivers.**

- 10.1. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **11. Termination.**

- 11.1. If either party terminates this Agreement prior to the Expiration Date, the date the Agreement is terminated shall be the "Termination Date".
- 11.2. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days written notice.
- 11.3. Termination for Default. Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:
  - (a) If either party fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
  - (b) If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
- 11.4. If, after termination, it is determined for any reason whatsoever that either party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of either party in accordance with Section 11.1.
- 11.5. Upon termination of this Agreement, County shall compensate Cy-Fair Animal Hospital in accordance with Section 7, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Cy-Fair Animal Hospital's final invoice for said Services will be presented to and paid by County in the same manner set forth in Section 7 above.
- 11.6. If County terminates this Agreement as provided in this Section 11, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Cy-Fair Animal Hospital, and County shall not be subject to any early termination fee or other penalty.

## **12. Ownership and Reuse of Documents.**

- 12.1. All documents, data, reports, research, graphic presentation materials, etc., developed by Cy-Fair Animal Hospital as a part of its work under this Agreement, shall become the property of both parties upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment for work performed. Cy-Fair Animal Hospital shall promptly furnish copies of all such data and material to County on request, and at the expiration of the Agreement.

## **13. Inspection of Books and Records.**

- 13.1. Cy-Fair Animal Hospital will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Cy-Fair Animal Hospital for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

## **14. Insurance.**

- 14.1. Prior to commencement of the Services, Cy-Fair Animal Hospital shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written

notice to County. Cy-Fair Animal Hospital shall provide certified copies of insurance endorsements and/or policies if requested by County. Cy-Fair Animal Hospital shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Cy-Fair Animal Hospital shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  - (b) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  - (c) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  - (d) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 14.2. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Cy-Fair Animal Hospital shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 14.3. If required coverage is written on a claims-made basis, Cy-Fair Animal Hospital warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.
- 14.4. Cy-Fair Animal Hospital shall not commence any portion of the work under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by County.
- 14.5. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.
- 14.6. Approval of the insurance by County shall not relieve or decrease the liability of the Cy-Fair Animal Hospital.
- 14.7. Cy-Fair Animal Hospital shall use reasonable care to prevent damage to County property.

**15. Representations and Warranties; Indemnification.**

- 15.1. County represents and warrants that it is the sole owner of the Location(s) and it has full right, power, and authority to enter into this Agreement and grant the rights hereunder.
- 15.2. Cy-Fair Animal Hospital represents and warrants that:
- (a) it has the full right, power, and authority to enter into this agreement;
  - (b) the Production is not and shall not be derogatory to the Location(s), County, any employee or director of County, or any service provided by County;
  - (c) the Production is not and shall not be defamatory, obscene, or pornographic, depict anyone

in a false light or deceptive context, infringe any trademark, other intellectual property, or any other right, and shall not be otherwise unlawful or injurious, and does not and shall not advocate unlawful activities; and

(d) the Production does not suggest or imply County's sponsorship or endorsement of or by, or association with, any third party, product, or service.

**15.3. CY-FAIR ANIMAL HOSPITAL SHALL BE RESPONSIBLE FOR, AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, OR EXPENSES OF WHATEVER KIND ("LOSSES"), INCLUDING LOSSES ARISING OUT OF PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY CY-FAIR ANIMAL HOSPITAL OR ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES AT THE LOCATION(S), AND INCLUDING ATTORNEYS' FEES AND THE COST OF ENFORCING ANY RIGHT TO INDEMNIFICATION HEREUNDER AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, ARISING OUT OF OR IN CONNECTION WITH ANY THIRD-PARTY CLAIMS CONCERNING OR RELATING TO: (I) CY-FAIR ANIMAL HOSPITAL'S CREATION OR USE OF THE RECORDING; (II) THE PRODUCTION, DISTRIBUTION, EXHIBITION, PROMOTION, OR OTHER EXPLOITATION OF THE PRODUCTION; OR (III) ANY ACTUAL OR ALLEGED BREACH BY CY-FAIR ANIMAL HOSPITAL OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS, OR OTHER OBLIGATIONS HEREUNDER.**

**16. Confidential and Proprietary Information.**

16.1. Cy-Fair Animal Hospital acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Cy-Fair Animal Hospital or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Cy-Fair Animal Hospital shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

- (a) Is or becomes (other than by disclosure by Cy-Fair Animal Hospital) publicly known or is contained in a publicly available document;
- (b) Is rightfully in Cy-Fair Animal Hospital's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or
- (c) Is independently developed by employees or agents of Cy-Fair Animal Hospital who can be shown to have had no access to the Confidential Information.

16.2. Cy-Fair Animal Hospital agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Cy-Fair Animal Hospital uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the

provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Cy-Fair Animal Hospital shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Cy-Fair Animal Hospital shall advise County immediately in the event Cy-Fair Animal Hospital learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Cy-Fair Animal Hospital will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Cy-Fair Animal Hospital against any such person. Cy-Fair Animal Hospital agrees that, except as directed by County, Cy-Fair Animal Hospital will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Cy-Fair Animal Hospital will promptly turn over to County all documents, papers, and other matter in Cy-Fair Animal Hospital's possession which embody Confidential Information.

- 16.3. Cy-Fair Animal Hospital acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Cy-Fair Animal Hospital acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- 16.4. In providing all services hereunder, Cy-Fair Animal Hospital agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- 16.5. Cy-Fair Animal Hospital expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Cy-Fair Animal Hospital shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**17. Independent Contractor.**

- 17.1. In the performance of work or services hereunder, Cy-Fair Animal Hospital shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Cy-Fair Animal Hospital or, where permitted, of its subcontractors. Cy-Fair Animal Hospital and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement,

be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**18. Notices.**

18.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

18.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Fort Bend County  
Attn: County Judge  
401 Jackson Street, Richmond, TX 77469

With a copy to: Fort Bend County  
Attn: Health and Human Services  
4520 Reading Rd., Rosenberg, TX 77471

Cy-Fair Animal Hospital: Animalscopic, Inc., d/b/a Cy-Fair Animal Hospital  
12725 Louetta Road, Cypress, TX 77429-5210

18.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 18.1 and 18.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

- (a) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
- (b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**19. Compliance With Laws.**

19.1. Cy-Fair Animal Hospital shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Cy-Fair Animal Hospital shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**20. Performance Warranty.**

20.1. Cy-Fair Animal Hospital warrants to County that Cy-Fair Animal Hospital has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Cy-Fair Animal Hospital will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards. Cy-Fair Animal Hospital warrants to County that the Services will be free from

material errors and will materially conform to all requirements and specifications as identified in the Scope of Services.

**21. Assignment and Delegation.**

21.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner. Neither party may delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**22. Governing Law.**

22.1. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**23. Certain State Law Requirements for Contracts.**

23.1. The contents of this Section are required by Texas Law and are included by County regardless of content.

(a) Texas Government Code § 2251.152 Acknowledgment: By signature below, Cy-Fair Animal Hospital represents pursuant to Section 2252.152 of the Texas Government Code, that Cy-Fair Animal Hospital is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**24. Successors and Assigns.**

24.1. County and Cy-Fair Animal Hospital bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**25. Third Party Beneficiaries.**

25.1. This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

**26. Severability.**

26.1. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**27. Captions.**

27.1. The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**28. Understanding, Fair Construction.**

28.1. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

**FORT BEND COUNTY**

**ANIMALSCOPIC, INC., D/B/A CY-FAIR ANIMAL HOSPITAL**

\_\_\_\_\_  
KP George,  
County Judge

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard,  
County Clerk

Reviewed:

\_\_\_\_\_  
M. desVignes-Kendrick, MD, MPH, FAA  
FBCHHS Director

Approved as to legal form:

\_\_\_\_\_  
Matthew L. Grove,  
Assistant County Attorney

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$24,000.00 to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor