

STATE OF TEXAS

COUNTY OF DALLAS

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**MEMORANDUM OF UNDERSTANDING
DALLAS COLLEGE AND THE CITY OF
HUTCHINS, TEXAS**

This Memorandum of Understanding (the "MOU") is made by and between Dallas College, a Texas political subdivision of higher education ("Dallas College" or "College"), located at 1601 Botham Jean Blvd., Dallas, TX 75215 and the City of Hutchins, Texas, a Texas type A general law municipality, by and through its Animal Shelter (the "Animal Shelter" or "Shelter"), located at 550 West Palestine Street, Hutchins, Texas 75141 (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

I. RECITALS

WHEREAS, Dallas College and the City of Hutchins, Texas desire to enter into an agreement for the purpose of developing a cooperative relationship between the College and the Animal Shelter so as to provide animals (dogs and cats) for student learning outcomes and providing low cost or free veterinary services to animals at local shelters; AND

WHEREAS, the Parties enter into this MOU to set forth the working arrangements that each of the Parties agree are necessary to provide appropriate care to the animals.

NOW, THEREFORE, the Parties enter into this MOU in order to agree on responsibilities of each Party.

II. TERM

This MOU will commence on June 4, 2025, and ends on June 4, 2030, and, unless extended by mutual written agreement of the Parties, will automatically terminate and be of no further force and effect. At any time, at least thirty (30) days prior to expiration of the term, the Parties may agree in a mutually acceptable writing to renew this MOU for one additional year.

III. TERMINATION

If a Party decides that it no longer wishes to participate in this MOU, then the terminating Party must give the other Party thirty (30) days' written notice unless a breach occurs. In the event of a breach, no notice is necessary, and this MOU shall terminate immediately. A breach of this MOU includes but is not limited to a violation of the policies and rules of the College, a misrepresentation or false statement in this MOU by one of the Parties, or non-performance of the Party's duties pursuant to this MOU. Notice shall be given to the signatories for the Parties or to the person otherwise designated by a Party. Additionally, the College may immediately terminate this MOU upon written notice to the Shelter if the College believes, in its sole discretion, that said termination is necessary to safeguard its image, integrity, and/or reputation.

IV. RESPONSIBILITIES OF THE PARTIES

It is understood by the Parties that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation which govern their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either Party is unable to perform its functions under this MOU consistent with such Party's statutory and regulatory mandates, the affected Party shall provide written notice to the other to establish a date for mutual resolution of the conflict.

A. Responsibilities of the College. The College agrees to:

1. During each animal's stay at Dallas College Veterinary Technology Program at Cedar Valley Campus, the following services will be provided free of charge:
 - i. Physical Exam by Veterinarian;
 - ii. Rabies vaccination (if needed);
 - iii. Other booster vaccinations (per American Animal Hospital Association ("AAHA") vaccination guidelines);
 - iv. Ear Cleaning (and ear cytology as needed);
 - v. Nail Trim;
 - vi. Anal Gland Expression; and
 - vii. Bath.
2. Depending on the classes offered each semester, the animal may receive at least one of the following:
 - i. Fecal exam (fall semester);
 - ii. Bloodwork (spring semester);
 - iii. Radiographs (spring semester); and/or
 - iv. Urinalysis (summer semester)
3. Upon request, the following procedures may be performed:
 - i. Microchip implantation; and/or
 - ii. Heartworm testing
4. If the veterinarian determines that any of these procedures are unsafe for the animal or students, the service will not be performed at Dallas College and the Shelter will be notified.
5. Treatment for minor conditions diagnosed in animals boarding at Dallas College (i.e. deworming, ear infections, mild upper respiratory infections) is provided by Dallas College at no charge to the Shelter. If the veterinarian advises additional medical intervention (i.e. lab work sent out, radiographs taken, etc.) the Shelter will first be notified, and payment arrangements made at that time.
6. During their stay at Dallas College, each animal will be housed and fed according

to USDA housing standards. All walking, cleaning, feeding, medicating, and general daily care of the animal will be the responsibility of Dallas College staff.

7. In certain cases (e.g., extreme illness or difficult diagnosis), the Veterinarian and Kennel Manager may offer to extend boarding of an animal while the animal recuperates. In this event the Shelter will first be contacted for permission, and a new pickup date will be arranged. Treatment and payment will be discussed at the time and agreed upon by both parties prior to any treatment
8. Work with the Shelter to get animals used during the semester adopted. The Kennel Manager will advertise animals on campus to Dallas College employees and students and coordinate any adoptions through the Shelter for animals held on campus.
9. During the fall semester only, animals boarding at Dallas College may be considered for surgical sterilization as part of the Anesthesia and Surgery class. The animals to be spayed or neutered will be identified prior to their boarding stay or surgical appointment by an authorized representative of the Shelter and by a Dallas College representative. If scheduling permits, the animal will be sterilized at no cost to the Shelter, including post-operative pain medications. The sterilization will be performed at the discretion of the staff veterinarian. Conditions under which sterilization will not be performed may include but are not limited to:
 - i. The animal has or may have a disease;
 - ii. The animal is restricted by age or medical conditions;
 - iii. The animal is unsuitable for student handling; and/or
 - iv. The animal has already been sterilized.

If the staff veterinarian determines that the animal is not a candidate for sterilization, the Shelter will be notified.

B. Responsibilities of the Shelter. The Shelter agrees to:

1. Provide a previously specified number and species of animals to Dallas College for the semester (16-weeks) as teaching aids for Veterinary Technology students. The numbers, species of animals, and boarding dates will be confirmed with the Shelter before the start of each semester.
 - i. The number of animals may change based on program needs during the semester or if animals require longer stays due to not being vaccinated for rabies prior to the semester.
 - ii. The Kennel Manager and lab specialist will visit the Shelter to conduct temperament tests on the animals and coordinate the drop off date and time with the Shelter.
2. The Shelter is responsible for providing transportation of animals to and from Dallas College Cedar Vallet campus on the agreed-upon dates and times, which

will be communicated at the Shelter at the beginning of each rotation.

- i. Special drop off or pick up arrangements can be made at the discretion of the Kennel Manager.
3. Provide animals who have temperaments consistent with kennel housing and large groups of students.
4. Pick up any animal who becomes aggressive or who cannot safely be managed by students while at Dallas College. This will be at the discretion of the Kennel Manager and Staff Veterinarian at Dallas College.
 - i. If an animal must be picked up, the Kennel Manager at Dallas College will make the decision whether to replace the animal in rotation at that time.
5. Provide any medications prescribed for the patient prior to their arrival at Dallas College.
6. Provide special diets beyond the scope of what Dallas College stocks. This can include but is not limited to grain-free diets, Senior diets, issue-specific diets (i.e. kidney diet, liver diet, etc.). A list of Dallas College provided diets can be obtained from Dallas College at the Shelter's request.
7. All pet adoptions are through the Shelter and not through Dallas College.
8. The Shelter completes all necessary documentation with the individual that is adopting the animal.
9. Any advertised public announcements regarding the adoption program indicates that responsibility and liability belong to the Shelter.

C. Joint Responsibility of the Parties. The Parties agree to:

1. This partnership has been established to aid local Shelters and rescues in obtaining low-cost veterinary services for animals currently housed or being adopted from Shelters. This is an important service for these animals as it promotes adoptions by having fewer initial veterinary fees for prospective adopters as well as helping the animals receive care for minor illnesses and infections/infestations. Both Parties agree to communicate issues identified and to respond on a timely basis.

V. INDEMNIFICATION

- 1. IT IS UNDERSTOOD AND AGREED BETWEEN PARTIES THAT EACH PARTY HERETO SHALL BE RESPONSIBLE FOR ITS OWN AND ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES ACTS OF NEGLIGENCE IN CONNECTION WITH THIS MOU. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY NEGLIGENT ACT OR OMISSION OF THE OTHER PARTY OR ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES IN CONNECTION WITH THIS MOU. IT IS SPECIFICALLY AGREED THAT, AS BETWEEN THE PARTIES, EACH PARTY TO THIS MOU SHALL BE INDIVIDUALLY AND RESPECTIVELY RESPONSIBLE FOR RESPONDING TO, DEALING WITH, INSURING AGAINST, DEFENDING AND OTHERWISE HANDLING AND MANAGING LIABILITY AND POTENTIAL LIABILITY OF ITSELF AND ITS OFFICERS, AGENTS, AND EMPLOYEES PURSUANT TO THIS MOU. NOTWITHSTANDING THE FOREGOING, EACH PARTY HERETO RESERVES AND EXPRESSLY DOES NOT WAIVE ANY IMMUNITY OR DEFENSE AVAILABLE AT LAW OR IN EQUITY, INCLUDING GOVERNMENTAL IMMUNITY, FOR ANY LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION WHATSOEVER THAT MAY ARISE OR RESULT FROM THE SERVICES PROVIDED AND/OR ANY CIRCUMSTANCES ARISING UNDER THIS MOU.**
- 2. THESE PROVISIONS ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT FOR THE BENEFIT OF ANY PERSON OR ENTITY NOT A PARTY HERETO. THIS MOU SHALL NOT BE INTERPRETED NOR CONSTRUED TO GIVE ANY CLAIM OR CAUSE OF ACTION TO ANY THIRD PARTY. NEITHER PARTY SHALL BE HELD LEGALLY LIABLE FOR ANY LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION ARISING PURSUANT TO OR OUT OF THE SERVICES PROVIDED UNDER THIS MOU, EXCEPT AS SPECIFICALLY PROVIDED BY THE LAW. WHERE INJURY OR PROPERTY DAMAGE RESULTS FROM THE JOINT OR CONCURRENT NEGLIGENCE OF BOTH PARTIES, LIABILITY, IF ANY, SHALL BE SHARED BY EACH PARTY ON THE BASIS OF COMPARATIVE RESPONSIBILITY IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF TEXAS, SUBJECT TO ALL DEFENSES AVAILABLE TO THEM, INCLUDING GOVERNMENTAL IMMUNITY.**

3. **TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND WITHOUT WAIVING THE DEFENSE OF GOVERNMENTAL IMMUNITY OR ANY OTHER DEFENSE WHICH MIGHT BE AVAILABLE TO THE DALLAS COLLEGE, THE COLLEGE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SHELTER, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES, AND COSTS OF INVESTIGATION), OR CAUSES OF ACTION WHETHER OR NOT COVERED BY INSURANCE, CAUSED DIRECTLY OR INDIRECTLY, BY OR AS A RESULT OF ANY NEGLIGENT, RECKLESS, OR INTENTIONAL ACT OR OMISSION OF ANY PROGRAM PARTICIPANTS, OR THE COLLEGE OR ANY OF THE COLLEGE'S OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, SUCCESSORS, PERMITTED ASSIGNS, OR AFFILIATES (OTHER THAN THE FACILITY OR ITS EMPLOYEES) IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS MOU. THIS INDEMNITY AGREEMENT AND THE TERM "CLAIM" AS USED IN THIS ARTICLE, SHALL INCLUDE ALL POTENTIAL ELEMENTS OF RECOVERY BY ANY PARTIES, INCLUDING CLAIMS FOR ACTUAL, STATUTORY, OR TERBLE OR MULTIPLE OR PENAL DAMAGES, ATTORNEYS' FEES, INTEREST, EXPENSES, AND COSTS OF THE COURT. THIS OBLIGATION SHALL BE CONSTRUED FOR THE BENEFIT OF THE PARTIES TO THIS MOU, AND NOT TO THE BENEFIT OF ANY THIRD PARTIES NOR TO CREATE LIABILITY FOR THE BENEFIT OF ANY THIRD PARTIES.**

VI. INSURANCE

The College shall maintain Professional Liability insurance coverage for Program Participants and Faculty Members in an amount not less than \$1,000,000 per claim and \$2,000,000 annual aggregate. Upon reasonable written request of the Facility, College will furnish written confirmation of this insurance coverage. College shall provide Facility written notice of cancellation of Professional Liability coverage required by this section at least thirty (30) days in advance of cancellation. Nothing in this section shall limit or prohibit College's right to self-insure any or all insurance coverage required by this section.

VII. LIMITATIONS OF AUTHORITY

1. Neither Party has authority for and on behalf of the other except as provided in this MOU. No other authority, power, partnership, use, or rights are granted or implied.

2. Neither Party may make, revise, alter, or otherwise diverge from the terms or conditions of this MOU without a written amendment to this MOU. Since this is a standardized MOU, any changes to this MOU are subject to the approval of the College Legal Department.
3. Neither Party may incur any debt, obligation expense, or liability of any kind on behalf of the other without the other's express written approval.

VIII. USE OF LOGOS, NAMES, TRADEMARKS

Shelter shall obtain the College's written consent prior to using the name, trade name, trademarks, service marks, or logos of the College, any of its affiliated entities, including that of its constituent colleges, the use of which is limited to advertising, marketing, and promotion of the Animal Shelter. The College's prior written consent shall not be unreasonably withheld, conditioned or delayed.

IX. ALLOCATION OF COSTS AND RESOURCES

Each Party shall bear its own expenses in connection with its obligations pursuant to this MOU. In no event shall either Party be obligated to pay or reimburse any expense incurred by the other Party under this MOU. All services are contingent upon customer eligibility, assessment, and availability of funding.

X. NOTICE

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for Shelter:

City of Hutchins, Texas Animal Shelter
Attn: Vanessa Guevara, Animal Services Officer
550 West Palestine Street
Hutchins, Texas 75141
Telephone: (972) 225-2224

With copy to:

Nichols | Jackson, L.L.P.
Attn: Joseph J. Gorfida, Jr.
500 North Akard Street, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
jgorfida@nicholsjackson.com

If intended for College:

Dallas College
Attn: Jean Hancock, DVM
3030 North Dallas Avenue
Lancaster, Texas 75134
Telephone: (972) 860-8201

XII. GOVERNING LAW AND VENUE

The laws of the State of Texas shall govern this MOU; and venue for any action concerning this MOU shall be in Dallas County, Texas, unless the subject matter of the dispute is required by law to be filed in federal court, in which case the venue shall be in the United States District Court for the Northern District of Texas (Dallas Division). The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

XIII. ASSIGNMENT

Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated, or conveyed by either Party without the prior written consent of the other Party.

XIV. AMENDMENT OR MODIFICATION

This MOU may be amended by the mutual written agreement of the Parties.

XV. ENTIRE AGREEMENT

This MOU constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

XVI. SEVERABILITY

In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVII. SURVIVAL OF COVENANTS

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this MOU shall survive termination.

XVIII. RECITALS

The recitals to this MOU are incorporated herein.

XIX. NO WAIVER OF IMMUNITY

The Parties agree that neither Party has waived immunity by entering into and performing their respective obligations under this MOU.

XX. COUNTERPARTS

This MOU may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

XXI. COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS

The Parties shall comply in performance of services under the terms of this MOU with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state, and local governments, including all applicable federal clauses.

XXII. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this MOU if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

XXIII. MISCELLANEOUS PROVISIONS

1. It is mutually agreed upon and understood by and among the Parties of this MOU that:
 - i. The Parties will work together in a coordinated fashion to provide appropriate care of the animals.
 - ii. The Parties agree that at all times and for all purposes in the performance of this MOU each is acting in an independent capacity and not as the agent or representative of the other.
 - iii. Nothing in this memorandum shall obligate any Parties to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
 - iv. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not Parties to this MOU.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2025.

City of Hutchins, Texas

By: _____
James W. Quin, City Administrator

EXECUTED this _____ day of _____, 2025.

Dallas College

By: _____
Name: Dr. Shawnda Floyd, Ed.D., J.D.
Title: Provost and Vice Chancellor of Workforce Education