

AGREEMENT

BETWEEN THE CITY OF MOUNT VERNON, TEXAS AND PAWS OF FRANKLIN COUNTY TEXAS

This agreement is made on this 24th day of February, 2025 between the City of Mount Vernon, Texas and PAWS of Franklin County Texas, a Texas Not For Profit Corporation.

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the citizens of Mount Vernon, Texas and Franklin County and that each party has the legal authority to perform and to provide function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties and citizens of the City of Mount Vernon and Franklin County; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

PAWS of Franklin County Texas hereby makes, constitutes and appoints the City of Mount Vernon its true and only agent for the operation of the PAWS of Franklin County Texas Animal Shelter, with the understanding that both parties will continue to be separate and both agree that the signage on the building will reflect both party's name: "PAWS of Franklin County Texas" and "City of Mount Vernon, Texas Animal Shelter".

The City of Mount Vernon shall maintain the following administrative and operational responsibilities for the shelter:

- Animal intake, care and adoption;
- Acceptance of surrendered animals and strays from unincorporated areas of Franklin County;
- Supervision of employees and volunteers;
- Screening of volunteers; Maintenance of grounds and facilities;
- Risk management; and
- Financial management, financial transparency, and fiscal control for shelter revenues and expenses.
- Assist PAWS of Franklin County Texas with the solicitation of donations, marketing and public relations.



II.

PAWS of Franklin County Texas agrees to collaborate with the City of Mount Vernon in the following areas:

- Payment of 1/3 of operational expenses as invoiced by the City of Mount Vernon;
- Assume the primary role for fund raising activities;
- Assume the primary role for volunteer recruitment;
- Provide volunteer labor for the care of animals held at the shelter; and
- Assist in the adoption of animals from the shelter.

III.

Craig Lindholm, City Administrator of the City of Mount Vernon, Texas is hereby designated as the official representative to act for the City of Mount Vernon, in all matters relating to this agreement.

Jan Switzer, President of PAWS of Franklin County Texas Board of Directors is hereby designated as the official representative of Franklin County PAWS, in all matters relating to this agreement.

IV.

This agreement shall take effect upon execution by both signatories.

V.

This agreement shall be in effect from the date of execution for a period of one year and may be automatically renewed unless terminated by either party to the agreement upon written sixty (60) days' notice prior to cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first written above.

City of Mount Vernon

PAWS of Franklin County Texas

BY:

BY:

JAN SWITZER

TITLE:

TITLE:

PRESIDENT

DATE:

DATE:

FEBRUARY 25, 2025