

— THE —
JUNIOR LEAGUE
 OF AUSTIN
 — ★ —

Community Project Contract Checklist

COMMUNITY PROJECT INFORMATION	
Organization Name:	Williamson County Regional Animal Shelter
Address:	1855 SE Innerloop, Georgetown, TX, 78626
Telephone Number:	(512) 943-3322

CHECKLIST/DEADLINES		
☐	Signed contract due to The Junior League of Austin	May 31, 2024
☐	Submit the Volunteer Preparation Form, including: • Listing of staff related to each volunteer opportunity (Section 5, Reports) • Plan for recognizing The Junior League of Austin in publicity and communications (Section 7, Publicity) • Calendar of 2024-2025 meetings of the Board of Directors (Section 10, Board Attendance)	June 30, 2024
☐	Submit Copy of Insurance (Section 9 – Insurance and Indemnity)	June 30, 2024

	Grant Funds distributed by Junior League of Austin (upon receipt of executed contract, proof of insurance and volunteer preparation form, and upon initial engagement of Junior League of Austin volunteers)	July 1 through October 31, 2024
	Mid-year report due	December 1, 2024
	Final report due	May 15, 2025

COMMUNITY PROJECT CONTRACT
Williamson County Regional Animal Shelter

This Project Contract ("Contract") is entered into by and between **THE JUNIOR LEAGUE OF AUSTIN**, a Texas non-profit corporation (the "Junior League"), and **Williamson County Regional Animal Shelter**, an organization exempt from taxes under Section 115 or 501(c)(3) of the Internal Revenue Code or the doctrine of governmental immunity (the "Organization").

1. **TERM.** Except as otherwise provided herein, the term of this Contract shall commence on June 1, 2024, and terminate on May 31, 2025.
2. **PURPOSE.** The purpose of this Contract is for the Junior League to work with Williamson County Regional Animal Shelter (the "Project") on the terms set forth herein.
3. **FINANCE.** The Junior League agrees to contribute to the Organization the sum of **\$7,000.00** ("Grant Funds"), **which Grant Funds shall be used by the Organization solely** for the benefit of the Project and as described on Exhibit A hereto. The Grant Funds will be disbursed by the Junior League upon the last to occur of: (a) full execution of this Contract; (b) receipt by the Junior League of proof of insurance and volunteer preparation form; (c) upon initial engagement of Junior League of Austin volunteers; and (d) July 1, 2024. All contributions of Grant Funds are contingent upon the Junior League being reasonably satisfied that all donated Grant Funds will be used for the purposes set forth herein and receipt of both a mid-year and final report from the Organization. Should the Organization fail to use the Grant Funds as indicated herein without prior written approval, fail to submit the mid-year and final report outlining how Grant Funds were expended, or fail to reasonably honor the volunteer expectations outlined herein by December 31, 2024, the Organization waives and relinquishes any rights to any such contribution and may be required, at the election of the Junior League, to repay the full amount of the Grant Funds.

4. VOLUNTEERS. The Junior League's funding is contingent upon the Organization providing volunteer opportunities for the Project which is the subject of this Contract. The Junior League agrees to provide volunteers for the Project which is the subject of this Contract in one or more of the following capacities: **Adoption Lobby Volunteer Cat Socialization, Dog Walker.** The Organization agrees to offer timely and appropriate training and placement for any volunteer so placed and to promptly furnish the Junior League with any information reasonably requested by the Junior League concerning such training and placement. Should volunteer opportunities change from what is described herein, it is the responsibility of the Organization to communicate any changes in writing to the Junior League and make reasonable accommodations to utilize the volunteers placed with them. If the Organization cannot provide and execute a sufficient and agreed-upon plan for Junior League volunteers by December 31, 2024, the Organization may, at the election of the Junior League, be required to repay the full amount of the Grant Funds.

5. REPORTS. The Organization shall provide a listing of staff to be associated with each volunteer opportunity including, at least, the executive director, a volunteer coordinator and any other related staff of the Organization. The listing shall be provided to the Junior League by no later than June 30, 2024.

The Organization shall complete a mid-year written report or online survey concerning the Project which is the subject of this Contract to the Junior League by December 1, 2024.

The Organization shall complete a written final report or online survey concerning the Project which is the subject of this Contract to the Junior League by May 15, 2025.

6. RECORDS. The Junior League shall be entitled upon request to a copy of any certified or uncertified financial statements or budget of the Organization and shall be entitled, upon request, to examine the financial records of the Organization upon reasonable notice during regular business hours.

7. PUBLICITY: The Organization agrees to recognize the Junior League in any and all publicity it produces, purchases, or contracts for which specifically refers to the Project and to furnish a copy of all such publicity to the Junior League; unless such publicity materials or opportunities do

not refer to any partners, donors or other sponsors of the Project. Where reasonable in light of other constraints, the Organization will include The Junior League's logo, including the words "A Project of The Junior League of Austin", in publicity for the project for which The Junior League provides volunteers. The Organization will submit its plan for recognizing The Junior League as a partner on its website, social media, and through other publicity or communications opportunities by June 30, 2024, and shall provide evidence to The Junior League in the mid-year and final reports to indicate its compliance with this provision of the Contract. If it is impractical or overly burdensome for the Organization to publicly recognize and promote The Junior League's contribution or participation in the Project, the Organization shall provide The Junior League with a written statement by June 30, 2024, stating why it is impractical or overly burdensome to comply with the provision. The Organization shall remove and cease to use the Junior League's logo upon the expiration or termination of this Contract or promptly following a request of the Junior League prior to the termination of the Contract.

8. REVIEW AND TERMINATION. The Junior League may, in its sole discretion, review the performance of the Organization under this Contract and withdraw some or all of its volunteers, terminate this Contract, or exercise other remedies if the Junior League reasonably determines (i) that the Organization's obligations hereunder are not being performed in accordance with the terms hereof, (ii) that continued performance of this Contract might jeopardize the Junior League's tax-exempt status, (iii) that continued performance of this Contract might adversely affect the Junior League's reputation in the community or (iv) that continued performance of this Contract exposes Junior League volunteers to unsafe conditions or situations, as determined in the Junior League's sole discretion. Such termination shall be effective as of the date of termination stated in the notice, which date shall be at least thirty (30) days after the date of the notice, except a termination pursuant to Section 8(iv), which shall be effective immediately upon notice. Upon termination of the Contract, neither party shall have any obligation for future performance hereunder, but neither party shall be relieved of any failure to perform obligations due or incurred prior to the termination date. After notice of termination is provided, no right to reimbursement or

payment shall exist except for those expenses thereafter approved in writing in advance by the Junior League.

9. INSURANCE AND INDEMNITY. The Organization, at all times during the term of its partnership with the Junior League, agrees to purchase, at the Organization's sole cost and expense, and maintain in full force a comprehensive general liability insurance policy which includes the following terms: written on an occurrence basis; issued by a Texas licensed insurance company reasonably satisfactory to the Junior League; with limits of at least \$1,000,000 combined single limit per occurrence for death, bodily injury and/or damage to property; with the Junior League, its members, officers, directors, and employees named as additional insureds; and such policy cancelable with respect to the Junior League only upon thirty (30) days prior written notice to the Junior League. The Organization will furnish the Junior League with evidence of such coverage upon execution of this Contract and evidence of all renewals thereof, together with proof of payment of all premiums at least ten (10) days prior to the expiration of any such coverage. Without limiting the foregoing, the Organization does hereby also agree to indemnify, defend and hold harmless the Junior League and its members, officers, directors, and employees of and from any and all third party claims, demands, actions, causes of action, liabilities, and expenses (including attorneys' fees and all other reasonable expenses of litigation or defense against claims) arising out of or related to any and all obligations of the Junior League under this Contract, and any acts or failure to act by any Junior League member in connection with any volunteer placement under this Contract. Notwithstanding the foregoing, this Section 9 shall not apply to any governmental entity which is prohibited by the Texas Constitution or any state law or regulation from indemnifying the Junior League.

10. BOARD ATTENDANCE. The Organization agrees that one member of the Junior League, selected by the Junior League, shall be entitled to attend all meetings of the Board of Directors of the Organization solely in an advisory capacity and not as a Director during the term of this Contract. The Organization shall provide dates of 2024-2025 meetings of the Board of Directors

to the Junior League by June 30, 2024, to indicate that it has complied with this provision of the Contract.

11. ANTI-DISCRIMINATION. By executing this contract and accepting Grant Funds from the Junior League of Austin, the Organization agrees to the following anti-discrimination statement: The Junior League of Austin and its community partners do not and shall not discriminate on the basis of gender identity, sexual orientation, disability, age, military or veteran status, race, religion or national origin in any of its activities or operations.

12. NOTICES. All notices, requests, and other communication hereunder shall be in writing and shall be deemed sufficiently given if (i) mailed by first class mail, postage prepaid, (ii) hand-delivered, or (iii) sent by electronic mail (with confirmation of receipt) to the respective parties at the addresses set forth below, or at such other address of which the party receiving such notice shall have notified the party giving such notice in writing. Notice deposited in the United States mail in the manner set forth above shall be deemed given effective upon the earlier of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective upon receipt by the party to be notified.

If to the Junior League:

THE JUNIOR LEAGUE OF AUSTIN
5330 Bluffstone Lane
Austin, TX 78759
Attn: Community Vice President
Email: communityvp@jlaustin.org

If to the Organization:

Williamson County Regional Animal Shelter
1855 SE Innerloop
Georgetown, TX 78626
Attn: Misty Valenta
Email: Mvalenta@wilco.org

13. LIMITED LIABILITY. In no event shall the Junior League be liable for incidental, consequential, special, indirect, punitive, or exemplary damages arising out of or relating to this Contract, even if the Junior League has been advised of the possibility of the foregoing. If the Junior League is ever determined to be liable to the Organization under this Contract, its financial liability to the Organization shall not exceed the amount of the undisbursed Grant Funds provided for herein.

14. GOVERNING LAW; VENUE; ASSIGNMENT. This Contract, and any dispute relating to this Contract, whether in tort, in contract, or otherwise, shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Courts within the State of Texas shall have jurisdiction over any and all disputes arising under or pertaining to this Contract, and the venue for all such disputes shall be in Williamson County, Texas. Neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party (other than by operation of law) without the prior written consent of the other party hereto, which consent may not be unreasonably withheld. This Contract will be binding upon and inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

15. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Contract contains the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous arrangement or understanding with respect to that subject matter. There are no oral agreements among the parties hereto. This Contract may not be amended except by a written agreement and signed by an authorized representative of the Junior League and the Organization. Any waiver of any terms or conditions of this Contract by the Junior League shall not be construed as a continuing waiver but shall only apply to the particular matter involved.

16. EXPIRATION. This Contract shall expire and be of no force or effect whatsoever unless it has been fully executed by all parties on or before June 30, 2024.

EXECUTED as of the 1st day of June 2024.

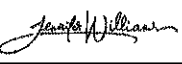
THE JUNIOR LEAGUE OF AUSTIN By: <u></u> Halle, Heidi for 7/10/24 16:51 CDT President By: <u></u> Treasurer	Williamson County Regional Animal Shelter By: _____ Name: _____ Title: _____
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Exhibit A

Use of Grant Funds

- Jane's Fund, a medical care fund for sick and injured animals at the shelter