

**FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL
CONTROL SHELTER AGREEMENT**

STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS**
COUNTY OF WILLIAMSON §

THIS FIRST AMENDMENT ("First Amendment") is to that one certain Williamson County Regional Animal Control Shelter Agreement, executed August 10, 2006 ("Agreement"), by and between Williamson County, the City of Round Rock, the City of Leander, the City of Cedar Park, and the City of Hutto, collectively referred to herein as "the Parties."

RECITALS

1. The Parties previously on August 10, 2006 entered into the Agreement providing that the Parties will share in the design and establishment of a county-wide regional shelter.
2. The Agreement provided that insurance for the shelter building, and the shelter contents would be a shared cost and expense;
3. The Parties desire to amend the Agreement to provide for the cost participation of expenses relating to personal liability claims.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the Parties hereby contract and agree as follows:

**ARTICLE ONE
DEFINITIONS**

- 1.01 Unless the context clearly requires otherwise, terms used in this First Amendment shall have the meaning as set forth in the Agreement.

**ARTICLE TWO
AMENDMENTS**

- 2.01 Section III, Paragraph 1 to the Agreement, entitled "Board Responsibilities", is amended to add subsection f. to read as follows:

"The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article V, Section 2 of this Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein."

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**ARTICLE III
MISCELLANEOUS**

3.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

3.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this First Amendment to be duly executed as of the date or dates indicated below.

WILLIAMSON COUNTY
Commissioners Court

ATTEST:

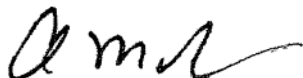
By: 

DAN A. GATTIS
County Judge -
Williamson County, Texas


By: 

NANCY RISTER
County Clerk

CITY OF ROUND ROCK
City Council

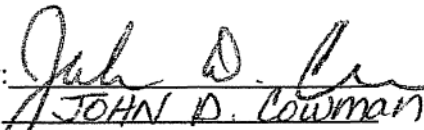
By: 
ALAN MCGRAW
Mayor - Round Rock, Texas

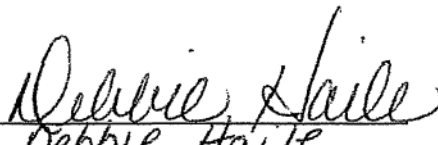
ATTEST:

By: 
SARA WHITE
City Secretary

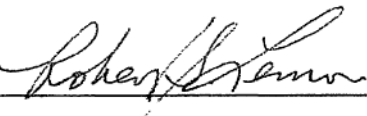
CITY OF LEANDER
City Council

ATTEST:


By: 
JOHN D. Cowman
Mayor - Leander, Texas

By: 
Debbie Haite
City Secretary

CITY OF CEDAR PARK
City Council

By: 
Mayor - Cedar Park, Texas

ATTEST:

By: 
City Secretary

CITY OF HUTTO
City Council

ATTEST:

By: David F. Begier
DAVID BEGIER
Mayor Pro Tem- Hutto, Texas

By: Debbie Chelf
DEBBIE CHELF
City Secretary

