

SERVICE AGREEMENT

Service Agreement No. _____
(Not an Employment Contract)

THIS **PROFESSIONAL VETERINARY SERVICES CONTRACT** (this "Agreement") is entered into by and between Melissa Draper, DVM (the "Contractor") and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City") effective for all purposes upon execution by the City Manager.

WHEREAS Contractor has proposed to provide **PROFESSIONAL VETERINARY SERVICES**;

WHEREAS the City has selected Contractor on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will provide **PROFESSIONAL VETERINARY SERVICES**. Contractor agrees to provide professional veterinary services, including but not limited to surgical sterilizations, examinations, vaccinations, inspections, and maintenance of records, including a drug log at the City's Animal Care Center located at 2626 Holly Road, Corpus Christi, Texas and at off-site locations. The City shall not control the means and methods of Contractor providing professional veterinary services.

- a. In conjunction with the City's Animal Care Division, the Contractor shall maintain a federally required drug log of all scheduled drugs dispensed and the number and type of animals the Contractor sterilizes when working in the Clinic. The City will not control the means and methods of maintaining said drug log.
- b. Before activities can begin under Agreement, Contractor must furnish to the **Procurement Manager** the following:
 - i. copy of valid license to practice veterinary medicine in the State of Texas;
 - ii. copy of Drug Enforcement Administration License;
 - iii. copy of valid State of Texas Class C driver license;
 - iv. proof of the insurance required herein.

2. **Fee for Service.** Contractor shall be paid a biweekly amount of \$3,846.15, the first and last month of which shall be prorated based on the number of days worked in the month. The City shall issue payment to the Contractor via U.S. Mail on the first Friday of each month for veterinary services rendered in the previous month. Should the first Friday of a month fall on a City-recognized holiday, City shall issue payment to Contractor via U.S. Mail on the first City-recognized business day thereafter. If required by the City, Contractor shall maintain time records in a manner approved by the City. **This fee for service includes any and all costs requisite to the provision of services described herein, including,**

but not limited to: insurance and travel. Items necessary to perform professional veterinary services include, but are not limited to: instruments, medicine and anesthesia shall be furnished by the City.

3. **Appropriation.** This Agreement may be terminated by the City if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The City's decision as to whether sufficient appropriations and authorizations are available shall be accepted by the Contractor as final.

4. **Term.** This Agreement commences on the latest date signed by the signatories hereto and is in full force and effect for a period of twelve (12) months with an option to extend for up to two (2) additional twelve-month periods, subject to the approval of the City Manager or designee.

5. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Animal Care/Control Program Manager**.

6. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of Contractor be considered as an employee of the City. The City shall not control the means and methods of Contractor providing professional veterinary services.

7. **Insurance.** Before activities can begin under this Agreement, Contractor must deliver a Certificate of Insurance, as proof of the required insurance coverage to the **Procurement Manager** and the City's **Risk Manager**. Additionally, the Certificate must state that the City will be given at least 30 days notice of cancellation, material change in the coverage, or intent not to renew any of the policies by certified mail. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request. Insurance requirements are attached and incorporated as Exhibit A, and may be revised annually by the City Manager upon 30 days written notice to Contractor.

8. **Assignment.** No assignment of this Agreement or any right or interest therein by Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.

9. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City, which fiscal year ends on July 31 annually, is subject to appropriations and budget approval providing for such contract item as an expenditure in that budget. The City does not represent that the budget item will be actually adopted, that determination is within the sole discretion of the City Council at the time of adoption of each budget.

10. **Waiver.** No waiver of any breach of any term or condition of this Agreement waives any subsequent breach of the same.

11. **Compliance with Laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Corpus Christi, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and the venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.

12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, Contractor must obtain prior written approval from the **Contract Administrator**. In using subcontractors, Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

13. **Amendments.** This Agreement may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

14. **Termination.** The City Manager may terminate this Agreement for Contractor’s failure to perform the services specified herein. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give Contractor 5 work-days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, City or Contractor may terminate this Agreement, with or without cause, upon 30 days written notice to the other. However, City may terminate this Agreement on 24-hours written notice to Contractor for failure to pay or provide proof of payment of taxes as set out herein.

15. **Taxes.** Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes, and all other related taxes according to Circular E Employer’s Tax Guide, publication 15, as it may be amended. Contractor must provide proof of payment of these taxes within 30 days after City Manager’s written request therefore. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

16. **Drug Policy.** Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City’s policy. The City has a zero-tolerance drug policy.

17. **Violence Policy.** Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City’s policy. The City has a zero-tolerance violence policy.

18. **Notice.** Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit, if sent certified mail. Notice shall be sent as follows:

IF TO CITY:
 City of Corpus Christi
 Attention: Procurement Manager
 P.O. Box 9277
 Corpus Christi, Texas 78469-9277
 Fax No.: 361-826-3174

IF TO CONTRACTOR:

| | | | |
|-------------------|---------------|----|---------------|
| Contractor Name: | _____ | | |
| Contact Person: | _____ | | |
| Address: | _____ | | |
| City, State, Zip: | _____ | __ | _____ - _____ |
| Fax No.: | _____ - _____ | | |

19. **Quantities.** The quantity of services required under the terms of this agreement are estimates and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriated funds.

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this March day of 14, 2012.

Contractor: _____



Signature

Name: Melissa D Draper DVM

Title: Veterinarian

CITY OF CORPUS CHRISTI

_____ SIGNED this _____ day of _____, 20____.

Michael Barrera
Assistant Director of Financial Services

Incorporated herein forever by Reference:
Exhibit A: Insurance Requirements
Exhibit B: Release of Liability and Covenant Not To Sue