



PROFESSIONAL SERVICES AGREEMENT NO. 6954

Spay and Neuter Services

THIS **Spay and Neuter Professional Services Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and The Cattery, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, the Contractor has agreed to provide professional veterinary services for the spaying and neutering of cats and dogs for the City of Corpus Christi.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor shall provide professional veterinary services to spay and neuter cats and dogs ("Services"), in accordance with the attached Scope & Fees, as shown in **Attachment A**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 2. Term.** The term of this Agreement is for one year, commencing upon the date of execution by the City. The parties may mutually agree to renew the term of this Agreement for up to two additional one-year periods (each an "Option Term"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Term.
- 3. Compensation and Payment.** This Agreement is for an amount up to \$125,000.00, subject to any executed amendments. Payment will be made for Services completed and accepted by the City within 30 days of completion, subject to receipt of an acceptable invoice. All pricing must be in accordance with Attachment A. Invoices must be mailed to the following address, with a copy provided to the Contract Administrator:

City of Corpus Christi
Attn: Accounts Payable
P. O. Box 9277
Corpus Christi, TX 78469-9277

- 4. 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. The City's Contract Administrator for this Agreement is as follows:

Megan Campos, Senior Management Assistant
Animal Care Services

Phone: 361-826-4602
Email: meganc@corpuschristitx.gov

5. Insurance; License.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in **Attachment B**, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) Prior to beginning Services, Contractor must provide evidence of any valid professional license and/or certification necessary for the performance of the Services and work under this Agreement.

6. Standard of Care. Contractor warrants that all Services and work shall be performed in accordance with the standard of care used by similarly situated contractors performing similar services under the same type or kind of professional license and/or certification.

7. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in the budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

8. Independent Contractor.

(A) In performing this Agreement, both the City and Contractor shall act in an individual capacity and not as agents, representatives, employees, employers, partners, joint venturers, or associates of one another. Contractor shall perform all professional services as an independent contractor and shall furnish such Services in his/her/their own manner and method, and under no circumstance or condition shall an employee, agent, or representative of either party be considered or construed to be an employee, agent, or representative of the other party.

(B) As an independent contractor, no workers' compensation insurance shall be obtained by City covering the Contractor and employees of the Contractor. The

Contractor shall comply with all workers' compensation laws pertaining to the Contractor and employees of the Contractor.

- 9. Subcontractors.** In performing the Services, Contractor may use subcontractors in connection with the Services and work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator. Notwithstanding the foregoing, Contractor has been approved to utilize subcontractors to provide the Services whenever deemed necessary by the Contractor. In using subcontractors, the Contractor is responsible for all of their/its subcontractors' acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, with the exception of providing COIs to the City for Contractor's subcontractors in the event a subcontractor does not separately maintain any type(s) or kind(s) of insurance coverages, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the Services and work. The City may, at the City's sole discretion, choose not to accept Services performed by a subcontractor that was not approved in accordance with this paragraph.
- 10. Amendments.** This Agreement may be amended or modified only in writing executed by an authorized representative of each party.
- 11. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 12. Taxes.** Reserved.
- 13. Notice.** Any notice required under this Agreement must 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 postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Megan Campos, Sr. Management Assistant
Animal Care Services
2626 Holly Rd.
Corpus Christi, TX 78415

IF TO CONTRACTOR:

The Cattery, Inc.
Attn: Samantha Person, Executive Director
1237 Saratoga Blvd.
Corpus Christi, TX 78417

14. CONTRACTOR SHALL FULLY 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 WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES, PROPERTY LOSS, OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, REASONABLE ATTORNEYS’ FEES AND EXPERT WITNESS FEES, WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. 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 THE CITY ATTORNEY, AND PAY ALL REASONABLE CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

15. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the Services and work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor 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.

(B) Alternately, the City Manager may terminate this Agreement for convenience upon 30 days' advance written notice to the Contractor. If terminated for convenience, the Contractor shall receive payment for all Services rendered and completed by the Contractor up to and including the date of termination.

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

- 17. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 18. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
- A. this Agreement (excluding all attachments and exhibits);
 - B. its attachments; then,
 - C. its exhibits, if any.
- 19. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code, Chapter 2252, Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by the statute.
- 20. Governing Law.** This Agreement is subject to all applicable federal, State, and local laws, rules, and regulations, and the Contractor shall comply with all such applicable laws, rules, and regulations in the completion of the Services and performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such forum for such disputes is the appropriate district or county court in and for Nueces County, Texas. In accordance with Chapter 2271, Texas Government Code, the Contractor verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, the Contractor verifies that the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract against a firearm entity or firearm trade association. In accordance with Chapter 2276, Texas Government Code, the Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 21. Confidential Information.** Contractor, for itself and its officers, employees, volunteers, and agents, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose such information to any third party without the prior written approval of the City.
- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior

negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

Attachment A - Scope & Fees

1.1 General Requirements

The Contractor shall provide veterinary spay-neuter services for cats and dogs, including, but not limited to, evaluating animals to determine suitability for sterilization, performing the surgical procedure, and providing post-operative care, including any post-surgical supplies (such as cones and medications), as well as any additional follow-up care due to surgical complications. These services will all be included in the reimbursement cost per surgery.

1.2 Scope of Work

This project seeks to provide spay/neuter surgeries, and core vaccines for eligible owned animals at no cost to the owner. Services must include:

- Spay/Neuter Surgeries: Procedures for male and female cats and dogs, categorized by weight (under 40 lbs and 40 lbs - 100 lbs) to account for varying complexity and resource needs. At least 35% of surgeries funded under this Agreement must prioritize female dogs over 40 lbs; this allocation may be adjusted based on demonstrated demand in targeted zip codes, as determined by Animal Care Services in consultation with the Contractor.
- Vaccines: Provision of Rabies vaccine (for animals 4 months and older), DHPP/DHLPP for dogs, and FVRCP for cats for all unvaccinated animals receiving surgery. Pets under 4 months are ineligible for Rabies vaccination. These items shall be provided as a bundled package where applicable.

The Contractor shall provide humane housing and proper care for all animals, including but not limited to food, water, shelter, and appropriate veterinary care, for so long as such animals remain under the Contractor's care and control. Humane housing includes protection from sun, wind, extreme temperatures, and rain. Animals must not be commingled or overcrowded unless it is appropriate to do so, in accordance with American Veterinary Medical Association (AVMA) guidelines, and Texas law.

The Contractor shall maintain a high success rate (targeting 99% or better) with a low complication rate (targeting less than 0.05%), supported by historical data provided during negotiations.

Surgeries are to be performed for pets owned by citizens who reside within the City of Corpus Christi city limits in targeted zip codes (to be provided via addendum) at no charge to the owner. In situations where residents of Corpus Christi may or may not live within a designated zip code, but it is anticipated that the services offered under this Agreement will help prevent animal cruelty, abandonment, or surrender, Animal Care Services will issue numbered vouchers. These vouchers can be used for services provided

by the Contractor within the agreed-upon time frame. The expiration date of a voucher may not be later than the expiration date of the Agreement. The Contractor is responsible for verifying eligibility for surgery using voucher documentation or other provided proof of residency. Surgeries must be performed in a manner consistent with or exceeding the prevailing standard for veterinary care in the state of Texas.

The Contractor shall provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and vaccines.

The Contractor shall maintain accurate medical records and provide copies to owners. In addition, the Contractor shall provide to the City supporting documentation on a monthly basis, verifying services and surgeries performed. This includes the name, address, owner contact information, pet age, species, gender, and services performed (e.g., in a standardized spreadsheet format to be agreed upon). Upon request, a copy of the receipt shall be provided to the owner at the time of service.

The City will provide payment for veterinary services upon completion. Since the contract will span no more than 12 months, the Contractor shall invoice monthly for the previous month's services. The Contractor should allow up to thirty (30) days for payment from the date the invoice is received.

All pre- and post-surgical supplies (such as cones and medications) must be included in the service and reimbursement costs. The Contractor will receive the following reimbursement and shall not exceed the rate amount per service below:

SERVICE TYPE	RATE
Male Cat	\$50 per surgery
Female Cat	\$60 per surgery
Male Dog under 40 lbs.	\$80 per surgery
Male Dog 40 lbs. – 100 lbs.	\$100 per surgery
Female Dog under 40 lbs.	\$90 per surgery
Female Dog 40 lbs. – 100 lbs.	\$125 per surgery
Vaccines (Rabies and DHPP/FVRCP) and Microchip package	\$15 per vaccine and microchip package

1.3 Special Instructions

The Contractor shall provide a current state of Texas licensed Veterinarian(s) available to perform the surgeries.

ATTACHMENT B: INSURANCE AND BOND REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer a copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
PROFESSIONAL LIABILITY (Errors and Omissions)	\$1,000,000 Per Claim \$2,000,000 Aggregate (Defense costs not included in face value of the policy) If claims made policy, retro date must be at or prior to inception of agreement, have extended reporting period provisions and identify any limitations regarding who is insured.

- C. In the event of accidents of any kind related to this contract, Contractor shall furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of at least A- with a Financial Size Category of Class VII or higher.
- B. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- C. Certificate of insurance shall specify that at least 30 calendar days advance written notice will be provided to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.
- D. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- E. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- F. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- G. Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- H. The insurance required is in addition to and separate from any other obligation contained in this contract.

BOND REQUIREMENTS:

No bonds are required for this service.

2025 Insurance Requirements Exhibit

Ins. Req. Exhibit **3-H**

Professional Services - Other Professional Services

01/01/2025 Risk Management – Legal Dept.