

AGREEMENT BETWEEN THE CITY OF CORPUS CHRISTI AND CORPUS CHRISTI PEOPLE ASSISTING ANIMAL CONTROL (PAAC) FOR SERVICES IN LIEU OF GAS TAP FEE

This Agreement for Services in lieu of Gas Tap Fee ("**Agreement**") is entered into by and between the City of Corpus Christi, Texas, a home-rule municipal corporation ("**City**"), acting through its duly authorized City Manager or the City Manager's designee ("**City Manager**") and the Corpus Christi People Assisting Animal Control ("**PAAC**").

WHEREAS, the City installs gas taps for a fee in accordance with City Code of Ordinances and City Codes, (the "**Gas Tap**");

WHEREAS, PAAC has determined that a Gas Tap is needed to run auxiliary power to their generator located at the PAAC facility located at 5804 Ayers St, Corpus Christi, TX 78415;

WHEREAS, the Gas Tap fee amount per City Ordinance is \$1,600;

WHEREAS, PAAC desires to provide veterinary and animal care services for the City as depicted on the attached **Exhibit A**, (the "**Services**") in lieu of payment of the Gas Tap fee valued at \$15,935.

WHEREAS, PAAC has obtained all required authorizations and medical clearances to perform the Services on **Exhibit A**;

NOW, THEREFORE, the City and PAAC for and in consideration of the terms and conditions set out in this Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

Section 1. Contract Administrator. The City's contract administrator for this Agreement is Director of Animal Care Services in coordination with the City Director of Gas Operations.

Section 2. Term. This Agreement begins on date of last signature and continues for one year. This Agreement is extended on a month-to-month basis until the City receives the full quantity of Services shown on Exhibit A.

Section 3. Performance of Work.

A. City Gas Department shall install the Gas Tap on property of PAAC at 5804 Ayers St, Corpus Christi, Texas 78415 during the month of February 2019. In lieu of payment of the Gas Tap fee amount of \$1,600, PAAC agrees to perform the Services pursuant to this Agreement during the Term of this Agreement.

B. PAAC shall timely perform the Services in coordination with Director of Animal Care Services.

C. PAAC shall obtain any required permits prior to City Gas Department installation of the Gas Tap.

D. PAAC shall ensure that the work performed under this Agreement is of good quality and in compliance with applicable Federal, State and local laws and regulations.

Section 4. Compensation. PAAC will provide all work required for performance of the Services under this Agreement at sole cost and expense of PAAC, with no payment nor reimbursement due from the City.

Section 5. PAAC's Expenses. PAAC shall be responsible for the payments of any required insurance certificates; all costs of travel; all equipment and labor costs for the Services; and all other costs, unless specifically excluded in this Agreement, that are necessary for the proper performance of the work, services, and obligations under this Agreement.

Section 6. Indemnification. PAAC ("Indemnitor") shall fully indemnify, save, and hold harmless the City and its officers, employees, and agents (collectively, "Indemnitees") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injury (including, without limitation on the foregoing, premises defects, workers' compensation, and death claims), property loss, damage, or claims, which may arise out of, be caused by, or be in any way connected with, either proximately or remotely, wholly or in part, (1) the Services provided by PAAC and its contractor, subcontractor, volunteer, agent or employee, and (2) any act or omission of the Indemnitor, or any contractor, subcontractor, volunteer, agent or employee of Indemnitor pursuant to performance under the terms of this Agreement. This provision survives the expiration or earlier termination of this Agreement.

Section 7. Insurance. PAAC shall obtain and maintain insurance as may be required by City Risk Manager.

Section 8. PAAC Warranties. PAAC warrants and represents the following:

A. PAAC has obtained and will maintain all required permits, licenses, releases and agreements to perform the Services on Exhibit A.

B. PAAC is the sole owner of the property on which the Gas Tap is to be installed, and PAAC has obtained all required permits, licenses, releases and agreements necessary for installation of the Gas Tap.

C. This Section survives the termination and expiration of this Agreement.

Section 9. Property Management.

A. The City reserves the right to manage its buildings, infrastructure, facilities, and public sites for public purposes and, in doing so, may determine that it is necessary to remove the Gas Tap if required for public purposes.

B. This Section survives the termination and expiration of this Agreement.

Section 10. Compliance with Laws. PAAC must comply with all applicable Federal, State, and local government laws, rules, regulations, and ordinances that may be applicable to any Services performed under this Agreement.

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Section 11. Venue. All actions brought to enforce compliance with this Agreement must be brought in Nueces County, Texas, where this Agreement was executed and will be performed.

Section 12. Interpretation. This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

Section 13. Notice.

A. All notices, demands, requests, or replies provided for or permitted, under this Agreement by either party must be in writing and must be delivered by one of the following methods: (1) by personal delivery; or (2) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid.

B. Notice deposited with the United States Postal Service in the manner described above shall be deemed effective two (2) business days after deposit with the United States Postal Service. All communications must only be made to the following:

IF TO CITY: City of Corpus Christi Attn: Director of Animal Control 1201 Leopard; P.O. Box 9277 Corpus Christi, Texas 78469-9277	IF TO PAAC: PAAC Attn: President 5804 Ayers St. Corpus Christi, Texas 78415
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C. Either party may change the address to which notice is sent by using a method set out above. PAAC shall notify City of an address change within ten (10) days after the address is changed.

Section 14. The parties agree that the language contained in the preamble of this Agreement is substantive in nature and is incorporated into this Agreement by reference.

Section 15. Entire Agreement. This Agreement and the attached and incorporated exhibits constitute the entire agreement between the City and PAAC for the purpose stated.

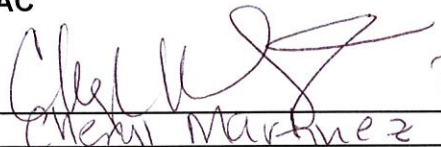
Agreed to by:

CITY OF CORPUS CHRISTI

By: _____
Samuel Keith Selman
Interim City Manager
Date: _____

Approved as to legal form _____, 2019

PAAC

By:  President

Printed Title

Date: 1/31/19

EXHIBIT A**PAAC SERVICES TO BE PROVIDED**

PAAC Services	Value of Services to be provided
Spay and Neuter Services ¹	\$7,735
Heartworm Treatment ²	\$8,200

¹ For estimated 77 female dogs and 89 male dogs of various weight categories

² For 12 large dogs and 12 small dogs