

PROFESSIONAL SERVICE AGREEMENT NO. 2558

Veterinarian Services for Animal Care

THIS **Veterinarian Services for Animal Care Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Michele King, DVM ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Veterinarian Services for Animal Care in response to Request for Bid/Proposal No. 2558 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Veterinarian Services for Animal Care ("Services") in accordance with the attached Scope of Work, 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.** This Agreement is for three years, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or the Contracts and Procurement Department. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing and prior to the expiration of the original term or the then-current Option Period. The City's extension authorization must be executed by the City Manager or designee.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$180,000.00, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next option period.

Invoices will 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, Texas 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:

Michelle Jorgensen
Animal Care Services
Phone: 361-826-4605
Email: MichelleJ@cctexas.com

5. **Insurance; Bonds; 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 C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

(C) Prior to beginning work, Contractor must provide evidence of any valid professional license necessary for the performance of the work under this Agreement.

6. **Standard of Care.** Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services under the same professional license.
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 said 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; Release.

(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 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 any and all workers' compensation laws pertaining to the Contractor and employees of the Contractor.

(C) The Contractor acknowledges, understands, and agrees that, as a non-employee of the City, he is not entitled to participate in any of the City's employee benefit programs nor are his spouse or any dependents entitled to participate.

(D) The Contractor further acknowledges, understands, and agrees that he will perform the Services on City property, away from City property, or a mix of both, as may be agreed upon by the City's Project Manager and the Contractor from time to time. For the purposes of performing Services on City property and with City equipment and in lieu of the Contractor's having workers' compensation coverage, the Contractor agrees to execute the Release of Liability and Covenant Not to Sue, which is attached to this Agreement as **Attachment E** and the contents of which, as a completed instrument, is incorporated by reference into this Agreement as if fully set out in this document.

9. Subcontractors. Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the Contract Administrator unless the subcontractors were named in the bid or proposal or in an Attachment to this Agreement, as applicable. In using subcontractors, the Contractor is responsible for all their 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, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the 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 authorized representatives of both parties.
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.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
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: Michelle Jorgensen
Management Assistant Animal Care Services
Address: 2626 Holly Rd., Corpus Christi, TX 78415
Phone: 361-826-4605
Fax: 361-826-4611

IF TO CONTRACTOR:

Michele King, DVM
Attn: Michele King, DVM
Doctor of Veterinary Medicine
738 Oviole Street, Corpus Christi, TX 78418
Phone: 361-424-0368
Fax: n/a

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, ATTORNEYS' FEES AND EXPERT WITNESS FEES,***

WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, 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 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 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) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

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 attachments and exhibits);
 - B. its attachments;
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- 19. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code 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 said statute.
- 20. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 21. 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)

CONTRACTOR

Signature: M King

Printed Name: Michele King

Title: Dm

Date: 8 Feb 2020

CITY OF CORPUS CHRISTI

Kim Baker
Assistant Director of Finance – Purchasing Division

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney Date

Attached and Incorporated by Reference:

Attachment A: Scope of Work
Attachment B: Bid/Pricing Schedule
Attachment C: Insurance and Bond Requirements
Attachment D: Warranty Requirements
Attachment E: Release of Liability and Covenant Not to Sue

Incorporated by Reference Only:

Exhibit 1: RFB/RFP No. 2558
Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 General Requirements

Contractor agrees to enter into a nonexclusive agreement to provide veterinary services on an "as needed basis" as described in the following Scope of Work.

1.2 Scope of Work

A. Contractor specific duties and responsibilities when scheduled for shelter medicine duties shall include:

1. Examining animals for health status and conditions. This includes all live cruelty cases
2. Performing emergency surgeries and administering emergency medications
3. Prescribing and administering euthanasia for sick or injured animals
4. De-worming, and checking animals for heartworms
5. Performing animal surgeries, including spay and neuter surgeries for the shelter
6. Preparing and forwarding dead animal tissue samples to be examined with the expectation that a diagnosis of illness or injury can be made to assist with deaths in shelter or cruelty cases
7. Providing vaccinations on animals at the facility
8. Observing animals under quarantine and certifying animals in rabies quarantine to be free of rabies
9. Providing diagnosis and treatment of animals in accordance with Department protocols and standards
10. Maintaining updated and accurate animal medical records
11. Maintaining high standards of care and quality control provided in a productive and courteous manner
12. Examining and inspecting carriage company facilities in accordance with City policies and procedures
13. Conducting in-service training for Department staff
14. Answering questions from the public pertaining to veterinary public health issues, City ordinances, and State laws dealing with animal control
15. Abiding by Department requirements for licensing and credentialing

16. Adhering to and abiding by Department policies regarding access, maintenance, dispensation and tracking of controlled substances
 17. Transferring, at the City's request, controlled substances procured by the City under the custody and control of Contractor to City without unreasonable delay
 18. Performing other veterinary duties as designated by City
 19. Invoicing the City for work performed
- B. Specific duties and responsibilities when scheduled for spay/neuter surgeries under the contract shall include:
1. Evaluating animals to determine suitability for sterilization procedure
 2. Performance of surgical procedure
 3. Post-operative care including medications
 4. Follow-up care due to surgical complications
 5. Maintaining updated and accurate animal medical records
 6. Maintaining high standards of care and quality control provided in a productive and courteous manner
 7. Abiding by Department requirements for licensing and credentialing
 8. Adhering to and abiding by Department policies regarding access, maintenance, dispensation and tracking of controlled substances
 9. Transferring, at the City's request, controlled substances procured by the City under the custody and control of Contractor to City without unreasonable delay
 10. Invoicing the City for work performed
- C. All work performed by Contractor hereunder shall be performed to the satisfaction of Contract Administrator. The determination made by the Contract Administrator shall be final, binding and conclusive on all Parties hereto. The City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Contract Administrator. The City shall have the right to terminate this Agreement in whole or in part, should Contractor's work not be satisfactory to Contract Administrator; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.
- D. No set number of hours or surgeries are guaranteed under this agreement. Hours of work and services to be performed will be agreed

on by Contractor and the Contract Administrator or designee. The Contract Administrator or designee will approve the number of hours worked and/or surgeries scheduled on a weekly basis.

- E. Final acceptance of work products and services require written approval by City. The approval official shall be Contract Administrator. Payment will be made to Contractor following written approval of the final work products and services by Contract Administrator. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.
- F. City shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.
- G. The Contractor acknowledges that as a non-employee of City, he or she is not entitled to participate in any of City's employee benefit programs, nor are his or her spouse or any dependents. The Contractor hereby waves his or her right to participate in any such programs including pension, health or other fringe benefits.

1.3 Quality of Service

- A. All work will be done in a good and workman-like fashion in accordance with applicable standards of the profession and all services are subject to final approval by a representative of the City prior to payment.

1.4 Compensation to Contractor

- A. The City agrees to pay Contractor a total amount not to exceed of \$180,000 as total compensation, to be paid at the unit price rate shown on Pricing Form, including surgery.
- B. In consideration of the services to be rendered by the Contractor in this Agreement, the City shall pay Contractor the fee set forth. No set number of hours or surgeries are guaranteed under this agreement. Hours of work and services to be performed will be agreed on by Contractor and the Contract Administrator or his designee. The Contract Administrator or his designee will approve the number of hours worked on an as needed basis and/or surgeries scheduled on a weekly basis.
- C. Contractor shall submit invoices monthly to City, in a form acceptable to City and with appropriate documentation as required by City, which City shall pay within 30 days of receipt and approval by Contract Administrator. Invoices shall be submitted to: City of Corpus Christi, Animal Care Services Department, Attn: Contract Administrator, 2626 Holly Road, Corpus Christi, TX 78415.

- D. No additional fees or expenses of Contractor shall be charged by Contractor nor be payable by City. The parties hereby agree that all compensable expenses of Contractor have been provided for in the total payment to Contractor as specified above. Total payments to Contractor cannot exceed that amount set forth above, without prior approval and agreement of all parties, evidenced in writing.
- E. Final acceptance of work products and services require written approval by City. The approval official shall be Contract Administrator. Payment will be made to Contractor following written approval of the final work products and services by Contract Administrator. City shall not be obligated or liable under this Agreement to any party, other than Contractor, for the payment of any monies or the provision of any goods or services.
- F. City shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed to in writing.

1.5 Federal, State, and Local Payroll Taxes

- A. Federal, state, and local income tax and payroll tax of any kind shall not be withheld or paid by City on behalf of the Contractor or the employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal, state, or local tax purposes.
- B. The Contractor understands that he or she is responsible to pay, according to law, the Contractor's income taxes. If the Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.

1.6 Ownership of Documents

- A. Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Contractor.
- B. Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.
- C. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in

the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

- D. Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, shall belong to and be the property of City and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon termination of this Contract. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Contract Administrator, unless required to do so by a court of competent jurisdiction. The Department shall be notified of such request as set forth in this Contract.

1.7 Record Retention

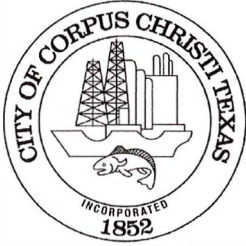
- A. Contractor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.
- B. Contractor shall retain any and all documents produced as a result of services provided hereunder for a period of four years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Contractor to return the documents to City at Contractor's expense prior to or at the

conclusion of the retention period. In such event, Contractor may retain a copy of the documents.

- C. Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.

1.8 Special Instructions

Contractor shall provide copies of registration renewal to the City.



Attachment B: Bid/Pricing Schedule

CITY OF CORPUS CHRISTI

Pricing Form

CONTRACTS AND PROCUREMENT DEPARTMENT

RFP No. 2558

Veterinarian Services for Animal Care

PAGE 1 OF 1

DATE: Sept 27th 2019
Michele King
PROPOSER

M King
AUTHORIZED SIGNATURE

- 1. Refer to "Instructions to Proposers" and Contract Terms and Conditions before completing proposal.**
- 2. Provide your best price for each item.**
- 3. In submitting this proposal, Proposer certifies that:**
 - a. the prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Proposer or competitor, for the purpose of restricting competition with regard to prices;
 - b. Proposer is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's Contracts and Procurement office, pursuant to the Code of Ordinances, is current and true.
 - c. Proposer has incorporated any changes issue through Addenda to the RFP in this pricing.

ITEM	DESCRIPTION	EST. QTY	UNIT	* UNIT PRICE	* TOTAL PRICE
1.	Veterinary services, including surgery, on an as needed basis for three years as outlined in the Scope of Work.	2,769	Hour	65.00	179,985
*NOTE: Unit price cannot exceed \$65.00/hr. and total price cannot exceed \$180,000.					

Attachment C: Insurance and Bond Requirements

A. VETERINARIAN'S LIABILITY INSURANCE

1. Veterinarian must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Veterinarian must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
2. Veterinarian must furnish to the City's Risk Manager and Contract Administer one (1) 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. The City must be listed as an additional insured on the General liability and Auto Liability policies **by endorsement**, and a waiver of subrogation **endorsement** is required on all applicable policies. **Endorsements** must be provided with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
Commercial General Liability including: 1. Commercial Form 2. Premises – Operations 3. Contractual Liability 4. Broad Form Property Damage 5. Independent Contractors 6. Personal Injury	\$1,000,000 Per Occurrence
Veterinarians' Professional Liability	\$1,000,000 Per Occurrence

3. In the event of accidents of any kind related to this contract, Veterinarian must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

B. ADDITIONAL REQUIREMENTS

1. Applicable for paid employees, Veterinarian must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The

workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Veterinarian is not domiciled in the State of Texas.

2. Veterinarian shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Veterinarian'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 no less than A-VII.
3. Veterinarian 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

4. **Veterinarian agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
 - List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
5. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Veterinarian shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Veterinarian'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.

6. In addition to any other remedies the City may have upon Veterinarian'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 Veterinarian to stop work hereunder, and/or withhold any payment(s) which become due to Veterinarian hereunder until Veterinarian demonstrates compliance with the requirements hereof.
7. Nothing herein contained shall be construed as limiting in any way the extent to which Veterinarian may be held responsible for payments of damages to persons or property resulting from Veterinarian's or its subcontractor's performance of the work covered under this contract.
8. It is agreed that Veterinarian'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.
9. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2019 Insurance Requirements

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

Professional Services – Veterinarian

06/28/2019 Risk Management – Legal Dept.

No bond is required for this service agreement; therefore, Section 5, Insurance; Bonds; License, subsection 5 (B) is null and void.

Attachment D: Warranty Requirements

Warranty requirements are not required to this professional service agreement.

Attachment E – Release of Liability**RELEASE OF LIABILITY AND COVENANT NOT TO SUE****STATE OF TEXAS §****COUNTY OF NUECES §**

This release of liability and covenant not to sue (the "Release") is executed on the date indicated below and is entered into for the purpose of releasing the City of Corpus Christi and its officers, officials, employees, representatives, agents, and volunteers (collectively, the "City") from any and all liability whatsoever arising out of, caused by, or in any way connected with, either proximately or remotely, wholly or in part, participation by Michelle King in providing professional services to the City, which is the subject of the attached contractual agreement ("Agreement") between Michelle King and the City.

I, Michelle King in exchange for the City allowing me to forego the condition of providing a workers' compensation insurance policy as a requirement of the Agreement, do hereby voluntarily enter into the following covenants:

1. I acknowledge that I, individually, employ no other employees or workers other than myself. I covenant that I will not enter into an employer-employee relationship with any individual or individuals during the term of the Agreement. I acknowledge that the capacity in which I will be participating in the Agreement is that of an independent contractor and not as an employee or agent of the City. I further understand that, as an independent contractor, I will receive no worker's compensation benefits, health benefits, disability benefits, nor other insurance benefits which might be available to full-time employees of the City and that, as an independent contractor, I am fully responsible for incurring the cost of and paying for any medical services that I may require during the term of the Agreement.
2. I understand that I will participate in this Agreement at my own risk and hereby release, waive, and in all ways relinquish any and all present and future claims against the City which I, my heirs, successors, assigns, or any other person or entity (as used hereinafter collectively, "I") may assert, have, or acquire as a result of any injury, death, property damage, or loss whatsoever to myself or my property arising out of, resulting from, or in any way connected with my participation in the Agreement between myself and the City.
3. I hereby so release, waive, and relinquish any and all such claims, and I further covenant not to claim against or sue the City for any such claim, loss, damage, or expense regardless of whether the same may arise or result from or be caused by any negligence or gross negligence of the City.
4. I acknowledge and understand that there may be risks involved in participating in the

Agreement. I voluntarily and knowingly assume any and all such risks and will rely solely on myself and not the City in determining what those risks are.

5. I acknowledge that my services under the Agreement may occur on real property located in the city of Corpus Christi, Nueces County, Texas, and that may be owned, leased, controlled, or managed by the City. Further, I acknowledge that my services under the Agreement may be performed with tools, equipment, and other personal caused by, arising out of, or incident to my participation in the Agreement, or any other property and that may be performed with tools, equipment, or other personal property of the City.

6. I desire and agree that this Release shall apply to any and all activities during or in any way connected with my participation in the Agreement and my performance thereunder.

7. I agree that this Release shall be governed by and enforceable under the laws of the State of Texas. Venue shall lie in Nueces County, Texas.

8. I hereby acknowledge that I have carefully read the foregoing Release of Liability and Covenant Not to Sue and, intending to be legally bound, accept each of its terms.

EXECUTED IN DUPLICATE, each of which is considered to be an original instrument, on this the 21st day of March, 2020.

M King
Contractor

STATE OF TEXAS §
COUNTY OF NUECES §

My name is Michele Ann King, my
(First) (Middle) (Last)

date of birth is 6/23/69, and my address is

738 Oriole Street Corpus Christi TX 78418
(Street) (City) (State) (Zip Code)

and United States of America
(Country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Nueces County, State of Texas, on the 21st day of March, 2020
(Month) (Year)

M King
Declarant