

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
VETERINARIAN SERVICES**

STATE OF TEXAS §

COUNTY OF BEXAR §

This amendment to the Professional Services Agreement for Veterinarian Services, authorized by Ordinance No. 2016-_____, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Courtney Hurst Bridgeman, DVM ("Contractor"), referred to collectively herein as the "Parties."

WHEREAS, on October 1, 2015, City and Contractor entered into an Agreement for the provision of veterinarian services by Contractor at the Animal Care Services facility; and

WHEREAS, the Agreement provided for a term beginning October 1, 2015 and ending September 1, 2016; and

WHEREAS, Contractor can commit to providing additional veterinarian services; and

WHEREAS, the Parties now wish to amend the Agreement to amend the scopes, amend the compensation of the Agreement to provide payment for additional services, amend the Agreement to allow the Department the ability to increase the amount of funding for additional services and adjust the rate per surgery; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

I. AMENDMENTS

A. Section 3.1 of the Agreement is hereby amended to read as follows:

3.1 Specific duties and responsibilities under the Agreement shall include:

- 3.1.1 Evaluating animals to determine suitability for surgical procedure
- 3.1.2 Performance of sterilization surgical procedures
- 3.1.3 Miscellaneous services to include but not limited to, providing euthanasia training at City's request and which are mutually agreed to by the parties
- 3.1.4 Performance of specialized surgical procedures
- 3.1.5 Post-operative care including medications
- 3.1.6 Follow-up care due to surgical complications
- 3.1.7 Providing diagnosis and treatment of animals in accordance with Department protocols and standards
- 3.1.8 Performance of other veterinary duties as designated by the City

- 3.1.9 Maintaining updated and accurate animal medical records
- 3.1.10 Maintaining high standards of care and quality control provided in a productive and courteous manner
- 3.1.11 Abiding by Department requirements for licensing and credentialing
- 3.1.12 Adhering to and abiding by Department policies regarding access, maintenance, dispensation and tracking of controlled substances
- 3.1.13 Transferring at the City's request controlled substances procured by the City under the custody and control of Contractor to City without unreasonable delay
- 3.1.14 Invoicing the City for work performed

B. Article IV. Compensation to Contractor, of the Agreement is hereby amended to read as follows:

4.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Contractor an amount not to exceed \$100,000.00 as total compensation, to be paid to Contractor as follows:

C. Article XVI. Amendments, of the Agreement is hereby amended to read as follows:

Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, during the term of the Agreement and subject to funding availability, the Director of the Animal Care Services Department shall have the authority to execute an amendment of this Agreement without further action by the San Antonio City Council, to 1) increase the amount of funding under section 4.1 for additional services under this Agreement, or 2) adjust the rate per surgery for surgeries under sections 4.1.1 and 4.1.2.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Agreement, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Agreement, and any renewals thereof.

III. ENTIRE AGREEMENT

This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

CONTRACTOR

(Signature)


(Signature)

Printed Name: **Kathy Davis**

Printed Name: **Courtney Hurst**

Title: **Director, Animal
Care Services**

Bridgeman, DVM

Date: _____

Date: 2/12/16

Approved as to Form:

City Attorney