

**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. 2015-\_\_\_\_\_, is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Pet Shotz, Inc. by and through Fretorry B. Rogers, DVM its President/Owner ("Contractor"), referred to collectively herein as the "Parties".

**WHEREAS**, on January 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 January 1, 2015 and ending September 30, 2015; and

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

**WHEREAS**, the Parties now wish to amend the Agreement to 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 surgeries and adjust the rate per surgery and amend the Agreement to provide for two one year renewal periods; **NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

**I. AMENDMENTS**

A. Section 2.1 of the Agreement is hereby amended to read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on January 1, 2015 and terminate on September 30, 2015. This Agreement may be renewed by mutual consent of the parties for up to two (2) successive, one (1) year terms (each, a "Renewal Term"). Any renewals shall be in writing, and signed by the parties. The City Manager, her designee, or the Director of the Animal Care Services Department shall have the authority to execute renewals on behalf of the City without further City Council action, subject to appropriation of funds therefore.

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 this Agreement for additional surgeries for services under section 4.2.1, or 2) adjust the rate per surgery for surgeries under section 4.2.1.

## 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**

**Pet Shotz, Inc.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Printed Name: **Kathy Davis**

Printed Name: **Fretorry B. Rogers,**  
**DVM**

Title: **Director, Animal Care**  
**Services**

Title: **President**

Date: \_\_\_\_\_

Date: 8/13/15

Approved as to Form:

\_\_\_\_\_  
City Attorney