

MEMORANDUM OF AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Memorandum of Agreement (“Agreement”) is made by the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through Heber Lefgren, Director of the Animal Care Services Department and Paradocs Veterinary Services, Inc., dba Low Cost Pet Vax by and through its Operations Director, Paul O’Neill (“Contractor”), collectively referred to as “the Parties” and individually as a “Party”.

The Parties severally and collectively agree, and by the execution are bound, to the mutual obligations contained and to the performance and accomplishment of the tasks described below.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Contractor” is defined in the preamble of this Agreement and includes its successors.
- 1.3 “Director” shall mean the director of City’s Animal Care Services Department (ACS).
- 1.4 “Pet Owner” for purposes of this Agreement shall be a resident of the City of San Antonio, who owns a dog or cat.
- 1.5 “Rabies vaccination” shall mean a protective inoculation by a licensed veterinarian with a rabies vaccine recognized and approved by the United States Department of Agriculture given in an amount sufficient to provide an immunity that satisfies the requirement of state law.
- 1.6 “Vaccination certificate” shall mean a document showing on its face that the animal described thereon has received a current inoculation of rabies vaccine in an amount sufficient to produce an immunity that satisfies the requirement of state law, inscribed with the date of the inoculation, the duration of immunity approved for that vaccine, the name and address of the animal’s owner, all other information required by state law and signed by a licensed veterinarian.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on November 1, 2020 and terminate on October 31, 2021.
- 2.2 This Agreement may be renewed by mutual consent of the Parties for up to two successive, one-year terms (each, a “Renewal Term”). Any renewal shall be in writing and signed by the Parties. 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.

III. CONTRACTOR OBLIGATIONS

3.1 Contractor agrees to enter into a non-exclusive agreement to provide the services described in this Article III. Contractor shall be responsible for providing low-cost vaccination and wellness clinic services in accordance with the following:

3.1.1 Contractor shall provide low-cost animal vaccination and wellness clinic events.

- (a) Dates, times and locations of vaccination and wellness clinic events shall be determined by mutual agreement of the Parties. Any change in said agreed upon dates, locations or times shall be subject to approval of by Director.
- (b) The number of vaccination and wellness clinic events that may be scheduled are subject to mutual agreement of the Parties.

3.1.2 At each low-cost vaccination and wellness clinic event Contractor shall:

- (a) Provide low-cost vaccinations for dogs and cats of owners who attend the vaccination and wellness clinic events to include but not limited to: Rabies, Bordetella, Distemper/Hepatitis/Parvovirus/Parainfluenza (DHPP), and Feline Viral Rhinotracheitis/Calicivirus/Panleukopenia (FVRCP).
 - i. Price assessed to pet owner for rabies vaccination (to include vaccination, certificate, and tag, if applicable) shall be at a rate mutually agreed upon in writing by the Parties.
 - ii. City may provide rabies vaccinations for administration by Contractor; at which no charge is assessed to the pet owner. In such instance, pet owner shall not be required to purchase any other services in order to receive the rabies vaccination.
- (b) Be responsible for providing veterinary services to include, evaluating animals to determine suitability for vaccination and performance of vaccinations as set forth in this Agreement.
- (c) Provide each pet owner a vaccination certificate(s) for each pet vaccinated.
- (d) Maintain accurate and legible medical records and supporting documentation verifying vaccinations and services performed, as determined by City.
- (e) Provide low-cost wellness goods and services to include but not limited to: nail clipping, heartworm testing, deworming, monthly flea/tick prevention, and monthly heartworm prevention.
- (f) Provide, implant, and register life-time registered microchips to dogs and cats owned by residents of the City.
 - i. Price assessed to pet owner for microchips provided by Contractor shall be at a rate mutually agreed upon in writing by the Parties. Contractor agrees to be responsible for registering the microchips provided by Contractor.
 - ii. City may provide microchips for implanting by Contractor; at which no charge is assessed to the pet owner.

- (g) For microchips provided by City, Contractor must log appropriate information in an electronic spreadsheet as determined by City. Within 5 business days after each event, the spreadsheet must be provided to City for registration. If information is missing or incorrect, Contractor will have 10 days to correct the spreadsheet and return to City. If Contractor fails to provide the correct information for a microchip, Contractor will be invoiced by City for the cost of the microchip.
- (h) Provide sufficient staffing to ensure excellent customer service, proper animal handling and care, quick customer check-in, answering pet owner inquiries, and minimizing total wait time for the pet owner. ACS will not provide staffing for any vaccination and wellness clinic event, unless requested by Contractor and agreed upon by Director.
- (i) Provide for all equipment and supplies required to conduct each vaccination and wellness clinic event, including but not limited to, microchips, vaccines and wellness products.
- (j) Provide adequate shading structures for pet owners and pets when they are required to wait outside to obtain services. The Parties will encourage pet owners to bring their own water for hydration for themselves and their pets for all outdoor events through event advertisements.
- (k) Maintain locations during each vaccination and wellness clinic event clean including, making sure that each such event site is swept and mopped, if indoors, and all surfaces sanitized, and properly cleaned of pet urine/feces. which may occur during the vaccination and wellness clinic event. At the end of every clinic event, Contractor shall pick-up supplies and equipment utilized, including but not limited any tables and chairs.
- (l) Remove any temporary signage Contractor may have used during the vaccination and wellness event. Contractor signage may not be affixed in a manner that causes permanent markings or damage to include tape residue or large hole punctures.
- (m) Contractor may charge pet owners low-cost fees associated with the vaccination and wellness clinic event in accordance with fee schedule provided to ACS, attached and incorporated in this Agreement as **Exhibit A. Fee Schedule** for all purposes. Any future fee changes shall be subject to approval in writing by Director or his/her designee.
- (n) Retain all revenue collected from vaccination and wellness clinic events.
- (o) Maintain a good-standing working relationship with City to include, but not limited to, working with ACS staff and aiding in the education of animal-related State laws and City ordinances.
- (p) Inform ACS prior to any potential media relating to the collaboration between Contractor and ACS.
- (q) Perform all services in a manner consistent with or that exceeds the prevailing standard for veterinary care in Bexar County, Texas.

- 3.2 All work performed by Contractor shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on the Parties. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work be unsatisfactory to Director.

IV. CITY OBLIGATIONS

- 4.1 City agrees to assist Contractor in the marketing and advertising of low cost vaccination and wellness clinic events. Assistance may include but is not limited to ACS social media outlets, website and event calendar, flyers distributed on the ACS campus, and at ACS Education and Outreach events.
- 4.2 City shall not be responsible for funding this Agreement or for payment of any financial obligation under this Agreement to any party, or any agreement associated with it, unless such obligations are mutually agreed upon by the Parties and set out in a subsequent written agreement or amendment to this Agreement.

V. OWNERSHIP OF DOCUMENTS

- 5.1 Any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing; document or information shall be the subject of any copyright or proprietary claim by Contractor. Contractor may retain copies of any and all writings, documents or information in whatsoever form and character produced by Contractor pursuant to the provisions of this Agreement.
- 5.1 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.
- 5.3 Veterinary records shall be owned and maintained in accordance with Texas Administrative Code, Title 22, §573.52, Patient Record Keeping. Contractor shall make such records.

VI. RECORD RETENTION

- 6.1 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 under this Agreement ("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 of this Agreement, and the record retention period established in this Agreement, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.
- 6.2 Contractor shall retain any and all documents produced as a result of services provided under this Agreement for a period of years ("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 under this Agreement, 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 said documents to City prior to or at the conclusion of said retention.

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

VII. TERMINATION

- 7.1 For purposes of this Agreement, “termination” shall mean termination by expiration of this Agreement term as stated in Article II. Term, or earlier pursuant to any provision of this Agreement.
- 7.2 TERMINATION WITHOUT CAUSE. This Agreement may be terminated by either Party without cause upon 30 calendar days’ written notice, which notice shall be provided in accordance with Article VIII. Notice of this Agreement.
- 7.3 TERMINATION FOR CAUSE. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice of this Agreement, City or Contractor may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one or more of the following events, each of which shall constitute an Event for Cause under this Agreement.
- 7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.
- 7.3.2 Any material breach of this Agreement which, as determined by City or Contractor.
- 7.4 DEFAULTS WITH OPPORTUNITY FOR CURE. Should Contractor default in the performance of this Agreement in a manner stated in this section, same shall be considered an event of default. City shall deliver written notice of default specifying such matter(s) in default. Contractor shall have 15 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such 15-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement with a new contractor against Contractor’s future or unpaid invoice(s), subject to the duty of the part of City to mitigate its losses to the extent required by law.
- 7.4.1 Bankruptcy or selling substantially all of company’s assets.
- 7.4.2 Failing to perform or comply with any covenant required under this Agreement.
- 7.4.3 Performing unsatisfactorily as determined by Director.
- 7.5 TERMINATION BY LAW. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties in this Agreement, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.6 Regardless of how this Agreement is terminated, Contractor shall affect an orderly transfer to City or to such person(s) or firm(s) as City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, and any other materials or

information produced as a result of or pertaining to services rendered by Contractor, or provided to Contractor under this Agreement, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor in accordance with Article VI. Records Retention of this Agreement. Any record transfer shall be completed within 30 calendar days of a written request by City and shall be completed at Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.

- 7.7 Within 45 calendar days of the effective date of completion, or termination or expiration of Agreement, Contractor shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Contractor to submit its claims within said 45 calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.8 Upon the effective date of expiration or termination of Agreement, Contractor shall cease all operations of work performed by Contractor or any of its subcontractors under this Agreement.
- 7.9 TERMINATION NOT SOLE REMEDY. In no event shall City or Contractor's actions of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Contractor for any default under this Agreement or other action.

VIII. NOTICE

Except where this Agreement expressly provides otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to duly given if and when delivered personally (with receipt acknowledged), or 3 days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to the address as either Party may designate in writing.

If intended for City, to:

City of San Antonio
Attn: Director
Animal Care Services Department
4710 Highway 151
San Antonio, Texas 78227

If intended for Contractor, to:

Paradocs Veterinary Services, Inc.,
dba Low Cost Pet Vax
Attn: Paul O'Neill, Operations Director
3202 W. Irving Blvd.
Irving, Texas 75061

IX. NON-DISCRIMINATION

As a Party to this contract, Contractor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established in this Agreement.

X. CONFIDENTIALITY

- 10.1 In order to provide the deliverables to City, Contractor may require access to certain of the City's and/or its licensors' confidential information (Including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other Information which City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that Confidential Information is valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of Confidential Information will substantially injure the City and/or its licensors.
- 10.2 Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information, is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order.
- 10.3 Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of Confidential Information.

XI. INSURANCE

- 11.1 Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to ACS, which shall be clearly labeled "Low-Cost Vaccination & Wellness Clinic" in the Description of Operations block of the Certificate. Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. Certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. Certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Animal Care Services Department. No officer or employee, other than City Risk Manager, shall have authority to waive this requirement.
- 11.2 City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal and to modify insurance coverages and their limits when deemed necessary and prudent by City Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.
- 11.3 Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any

extension of this Agreement, at Contractor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

11.4 Contractor agrees to require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same categories of insurance coverage required of Contractor in this Agreement and provide a certificate of insurance and endorsement that names the Contractor and the City as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. Respondent shall provide the City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City Risk Manager, which shall become a part of the contract for all purposes.

11.5 As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Contractor shall be required to comply with any such request and shall submit within 10 days requested documents to City at the address provided for the City in Article XIII. Notice of this Agreement. Contractor shall pay any costs incurred resulting from provision of said documents. All notices under this Article shall be given to City at the addresses provided for City in Article XIII Notice, of this Agreement.

11.6 Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
 - Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than 10 calendar days advance notice for nonpayment of premium.
- 11.7 Within 5 calendar days of a suspension, cancellation or non-renewal 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 Agreement.
- 11.8 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 required in this Agreement, City shall have the right to order Contractor to stop work, and/or withhold any payment(s) which become due to Contractor under this Agreement until Contractor demonstrates compliance with the requirements of this Agreement.
- 11.9 Nothing in this Agreement 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 subcontractors' performance of the work under this Agreement.
- 11.10 It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.
- 11.12 Contractor and any subcontractors are responsible for all damage to their own equipment and/or property.

XII. INDEMNIFICATION

- 12.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, CONTRACTOR or subcontractor of**

CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 12.2 The provisions of this INDEMNITY are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
- 12.3 DEFENSE COUNSEL. City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation under this Agreement to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within 7 business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 12.4 EMPLOYEE LITIGATION. In any and all claims against any Party indemnified under this Agreement, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

XIII. ASSIGNMENT AND SUBCONTRACTING

- 13.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.
- 13.2 Any work or services approved for subcontracting under this Agreement shall be subcontracted only by written contract and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of

Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any reference in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by City.

- 13.3 Except as otherwise stated in this Agreement, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties under this Agreement, by transfer, by subcontracting or any other means, without the consent of the City. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.
- 13.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, of this Agreement notwithstanding any other remedy available to City under this Agreement. Violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

XIV. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that she or he is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed under this Agreement and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of *respondeat superior* shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The Parties understand and agree that City shall not be liable for any claim which may be asserted by any third party occurring in connection with services to be performed by Contractor under this Agreement and that Contractor has no authority to bind the City.

XV. CONFLICT OF INTEREST

- 15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10

- percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

15.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alteration, addition, or deletion to the terms of this Agreement, shall be effected by amendment, in writing, executed by both City and Contractor. The Director of the City's Animal Care Services Department shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained in this Agreement; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVIII. LICENSES/CERTIFICATIONS

Contractor warrants and certifies that Contractor and any other person designated to provide services under this Agreement has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided in this Agreement.

XIX. COMPLIANCE

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XX. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee in this Agreement. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any covenant or exercise any option under this Agreement shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement shall be

deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XXI. LAW APPLICABLE

- 20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED UNDER THIS AGREEMENT ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 20.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 20.3 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL. Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 - “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
 - By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City’s hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.
- 20.4 PROHIBITION OF CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §2270.0201 or §2252.153. Contractor certifies and that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City relies on Contractor’s certification. If found to be false, or if Contractor is identified on such list during the term of its contract with City, City may terminate this Agreement for material breach.

XXII. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures and guarantees that she or he has full legal authority to execute this Agreement on behalf of Contractor and to bind Contractor to all of the terms, conditions, provisions and obligations in this Agreement.

XXIII. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

XXIV. GENDER

Words of any gender used in this Agreement shall be construed to include any other gender, unless the context otherwise requires.

XXV. INCORPORATION OF EXHIBITS

Exhibit A - Fee Schedule is an essential part of the Agreement and shall be interpreted with this document taking priority over said exhibit.

XXVI. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXVII. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties, unless same is in writing, dated subsequent to the date hereto and duly executed by the Parties, in accordance with Article XVI. Amendments.

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

CITY OF SAN ANTONIO

CONTRACTOR

Heber Lefgren
Director, Animal Care Services

Paul O’Neill
Operations Director, Low Cost Pet Vax

Date: _____

Date: _____

APPROVED AS TO FORM

City Attorney

Exhibit A

Fee Schedule

Dog Vaccinations Individual Prices

Questions about what affordable pet vaccinations your dog needs? Check out [our dog vaccination guide here!](#)

\$10 – Rabies

\$23 – DHPP (Distemper/Parvovirus Combo)

\$15 – Leptospirosis

\$14 – Bordetella (Kennel Cough)

\$27 – Heartworm Test

\$30 – Canine Influenza

Dog Vaccination Packages

\$55 – BETTER – Just Vax Yearly Package (All Vaccinations Recommended Annually)

\$75 – BEST – Dog Yearly Complete Package (All Vaccinations & A Heartworm Test)

Heartworm Prevention*

ProHeart 6 Injectable (6 months):

<25lbs – \$35 26-50lbs – \$45 51-75lbs – \$55 76-100lbs – \$65 100+lbs – \$75

PROHEART 12 NOW AVAILABLE!! ONE FULL YEAR OF PROTECTION WITH ONE INJECTABLE.

ProHeart 12 Injectable (12 months):

<25lbs – \$60 26-50lbs – \$80 51-75lbs – \$100 76-100lbs – \$120 100+lbs – \$140

Triheart Plus (6 months):

<25lbs – \$30 26-50lbs – \$35 50-100 lbs – \$40

Puppy Packages – Starting at 6 Weeks

Not sure which package your puppy needs? Visit [our puppy vaccination guide here](#) (and feel free to contact us with any questions!).

\$35 – Puppy #1 (DHPP, deworm, & Heartworm prevention)

\$50 – Puppy #2 (Puppy #1 plus Bordetella and Leptospirosis)

\$50 – Puppy #3 (Rabies, DHPP, Lepto, deworm and Heartworm Prevention)*

**please note if dog has not received Puppy #2 from us, we may need to give the Bordetella vaccine with Puppy #3.*

Cat Vaccinations Individual Prices

\$10 – Rabies

\$19 – FVRCP Combo

\$21 – Feline Leukemia (FeLV)

Cat and Kitten Packages – Starting at 8 weeks

\$45 – BEST VALUE – Cat Yearly – (Rabies,FVRCP, FeLV)

\$25 – Kitten #1 – (FVRCP, deworm)

\$43 – Kitten #2 (FVRCP, FeLV, deworm)

\$49 – Kitten #3 (Rabies, FVRCP, FeLV, deworm)

Flea and Tick

Bravecto Flea and Tick Tablet – **Flea/Tick protection for 3 months – Effective and Easy** All sizes – \$55/each *****Get a \$15 Rebate When You Order!*****

Vectra 3D Flea/Tick Preventative & Mosquito Repellent – Monthly topical – Very effective, safe and inexpensive! – \$15/dose

Other Items

\$35 – Microchip(**\$20 with purchase of any package**)

\$25/\$30/\$35 – Tapeworm Injection – <25 lbs/25-50 lbs/>50 lbs

We sell many other products that we do not carry on site but can order and deliver by mail. Please ask for pricing!