

City of San Antonio



AGENDA

City Council A Session

Municipal Plaza Building
114 W. Commerce Street
San Antonio, Texas 78205

Thursday, June 6, 2024

9:00 AM

Municipal Plaza Building

The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

9:00AM: Call to Order

Members of the public can comment on items on the agenda. To sign up to speak visit www.saspeakup.com. Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at www.saspeakup.com. VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

ACCESS STATEMENT

The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/gpa/LanguageServices>. Providing at least 72 hours' notice will help to ensure availability.

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit www.sanantonio.gov or call (210) 207-7080.

33.

2024-06-06-0404

Ordinance approving five surgery contracts for feral cat spay and neuter with Animal Defense League of Texas, Footbridge Foundation, San Antonio Humane Society, Spay-Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio for a term to begin May 16, 2024, through September 30, 2024, with two, one-year renewal options for an annual amount not to exceed \$175,000 and a total contract amount not to exceed \$525,000. Funding is from the FY 2024 Adopted General Fund Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [David W. McCary, Assistant City Manager; David McCary, Interim Director, Animal Care Services]

THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 04/06/2025 07:56 AM



City of San Antonio

Agenda Memorandum

File Number:

Agenda Item Number: 33

Agenda Date: June 6, 2024

In Control: City Council A Session

DEPARTMENT: Animal Care Services

DEPARTMENT HEAD: Shannon Sims

COUNCIL DISTRICTS IMPACTED: Citywide

SUBJECT:

Feral Cat Spay and Neuter Surgeries

SUMMARY:

This ordinance approves five (5) Feral Cat Spay/Neuter Surgery contracts with Animal Defense League of Texas (ADL), Footbridge Foundation, San Antonio Humane Society, Spay Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio (SNIPA) to provide up to 1,500 free spay and neuter surgeries for feral cats for a total annual amount not to exceed \$175,000.00.

The initial term of the agreement will be for the period upon award by City Council through September 30, 2024. Two additional optional one-year renewals starting on October 1st through September 30th for a total contract amount of \$525,000. Funding is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is available contingent upon City Council approval of the annual budget.

BACKGROUND INFORMATION:

The Animal Care Services Department (ACS) currently supports approximately 40,000 spay/neuter surgeries through on-site surgeries, two partner-operated veterinary clinics and the

community spay/neuter program. While these programs are aimed mostly at owned animals or those in ACS care, ACS intends to support the sterilization of unowned pets by executing new contracts to provide free spay/neuter surgeries for feral cats.

ACS promotes Trap-Neuter-Return (TNR) for the humane management of the city's community cats. TNR is a program in which feral cats are humanely trapped, evaluated, vaccinated and sterilized, marked by a veterinarian with an ear tip, and returned to the trap location. TNR relies on volunteers in the community to trap feral cats and arrange sterilization surgeries.

The City released a Request for Qualifications (RFQ) for "Feral Cat Spay/Neuter Surgeries" on December 22, 2023, to select multiple partners to conduct spay and neuter services for feral cats. The RFQ was advertised in the Hart Beat, TVSA channel, the City's Bidding & Contracting Opportunities website, the San Antonio e-Procurement System (SAePS) and an email notification was sent to a list of potential Respondents. Responses were due on February 2, 2024, and a total of eight (8) firms responded to the RFQ and were deemed eligible for review. The evaluation committee consisted of representatives from ACS, the City Manager's Office and the Animal Care Services Advisory Board. The Finance Department, Procurement Division assisted by ensuring compliance with City procurement policies and procedures. The evaluation of each proposal was based on a total of 100 points: 55 points were allotted for experience, background and qualifications and 45 points were allotted for proposed plan. Additional categories of consideration included references and financial qualifications.

The evaluation committee met on February 29, 2024, to evaluate the proposals received. Individual scores were submitted and aggregate scores were presented. After discussion, the committee recommended interviews with five Respondents. On March 19, 2024, interviews and final evaluation were conducted and the Respondents were again scored by the Evaluation Criteria based on the aforementioned criteria. The committee recommended to award to all five (5) Respondents, Animal Defense League, Footbridge Foundation, San Antonio Humane Society, Spay-Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio to conduct spay/neuter services.

The Small Business Development Advocacy (SBEDA) Program was waived; there were no Small, Minority and Women-owned Business Enterprises (SWMBEs) available in San Antonio Metropolitan Statistical Area (SAMS) to provide this scope of work.

The Local Preference Program and the Veteran-Owned Small Business Preference Program were not applicable to this contract, as these programs do not apply to professional service contracts as defined by State law.

The surgeries and compensation will be allocated between five separate contracts:

1. Animal Defense League of Texas (ADL) in an annual amount of \$58,300.00 to perform 500 surgeries;
2. Footbridge Foundation in an annual amount of \$11,700.00 to perform 100 surgeries;
3. San Antonio Humane Society in an annual amount of \$23,350.00 to perform 200 surgeries;

4. Spay Neuter Assistance Program, Inc. in an annual amount not to exceed \$23,350.00 to perform 200 surgeries;
5. Spay Neuter Inject Protect San Antonio (SNIPSA) in an annual amount of \$58,300.00 to perform 500 surgeries.

ISSUE:

This ordinance authorizes five (5) Feral Cat Spay and Neuter Surgery contracts with Animal Defense League of Texas, Footbridge Foundation, San Antonio Humane Society, Spay-Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio to conduct spay/neuter services for feral cats. These contracts will provide a total of 1,500 free feral cat surgeries for San Antonio residents who assist with TNR efforts by trapping cats and bringing them in for surgery. The term of these contracts is one year with two, one-year options to renew, for a total contract amount of \$525,000.00. Funding is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is available contingent upon City Council approval of the annual budget.

ALTERNATIVES:

Should these contracts not be approved, 1,500 fewer free feral cat surgeries will be provided to the community.

FISCAL IMPACT:

This ordinance approves five Feral Cat Spay and Neuter Surgery contracts with a total contract amount of \$525,000, and an FY 2024 total amount not to exceed \$175,000.00. Animal Defense League of Texas in an annual amount of \$58,300.00, Footbridge Foundation in an annual amount of \$11,700.00, San Antonio Humane Society in an annual amount of \$23,350.00, Spay Neuter Assistance Program, Inc. in an annual amount of \$23,350.00, and Spay Neuter Inject Protect San Antonio for The initial term of the agreement will be for the period upon award by City Council through September 30, 2024. Two additional optional one-year renewals starting on October 1st through September 30th. Funding is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is available contingent upon City Council approval of the annual budget.

RECOMMENDATION:

Staff recommends approval this ordinance.

This contract was procured by means of a Request for Qualifications and the Contracts Disclosure Forms are required.



Contracts Disclosure Form

This form can be completed online at www.sanantonio.gov/ethics.
If form cannot be completed online, please print, complete and submit
with proposal. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

* This is a: ☒ New Submission ☐ Correction ☐ Update to previous submission

* 1) Name of person submitting this disclosure form.

*First Nancy *M.I. F. *Last May Suffix _____

* 2) Contract Information

a) Contract or Project Name: FERAL CAT SPAY/NEUTER SURGERIES - (RFQ 24-035; RFx 6100017592)

b) Originating Department: Animal Care Services

* 3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city.
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Humane Society of San Antonio dba San Antonio Humane Society

b) Name and title of contract signatory

Nancy F. May
President / CEO

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

See attached document for list of board members

*** 4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

If applicable, list below names and type of relationship (partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, officers of each entity):

*** 5) List any individuals or entities that will be subcontractors on this contract.**

☒ Not applicable. No subcontractors will be retained for this contract.

☐ Subcontractors may be retained, but have not been selected at the time of this submission.

If applicable, list below subcontractors, including the name of the owner(s), and business name:

*** 6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

If applicable, list below names and type (attorneys, lobbyists, or consultants) retained to assist in seeking this contract:

*** 7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

If applicable, list below name of contributor; to whom; date; and amount:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

* 8) Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

If applicable, provide the conflict(s) of interest below:

* 9) Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☐ Yes ☒ No

If you answered Yes to any questions in Question 9, please list the name of the individual, name of board/commission, and start/end date of service (for each instance).

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgments

*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

*3. Contribution Prohibitions for "High-Profile" Contracts

☒ This is not a high-profile contract.

If this is a high-profile contract please complete the following questions:

- ☒ I acknowledge that this contract has been designated as a high-profile contract by the city. I further acknowledge that the following individuals are prohibited from making campaign or officeholder contributions to members of City Council, candidates for City Council, or political action committees that make contributions to City Council elections from the 10th business day after the solicitation has been released until 30 calendar days after the contract has been awarded: legal signatory to contract individual(s) seeking the contract, owner or officer of an entity seeking the contract, the spouse of any of these individuals, and any attorney, lobbyist, or consultant retained to assist in seeking the contract.
- ☒ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

*Print Name: Nancy F. May

*Signature: 

Title: President / CEO

*Date: 1/25/24

*Company Name or DBA: San Antonio Humane Society

This form can be completed online at www.sanantonio.gov/ethics.
If form cannot be completed online, please print, complete and submit with proposal. All questions must be answered.

If submitting via regular mail, send to:

Purchasing Department
P.O. Box 839966
San Antonio, Texas 78283-3966



RFQ ATTACHMENT B - CONTRACTS DISCLOSURE FORM

3C. Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Chair - Mary Stefl, Ph.D., executive committee member
Vice Chair - Cathy Ritter, executive committee member
Treasurer - Christian Ledoux, executive committee member
Secretary - Rosie Chavez, executive committee member
Terry Brechtel, executive committee member
Robert Ochoa, executive committee member
Pamela Bain
Ron Barnett
Rich Braune
Richard Burr, Ph.D.
Dina Cole
Amber Dunithan
Alexis Elliott-Stabler
Charles Marino
Beth Morgan
Denise Pride-Elliott, M.D.
Ann Reeder
Hilary Saunders
Aleida Villarreal



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* This is a: ☒ New Submission ☐ Correction ☐ Update to previous submission

* 1) Name of person submitting this disclosure form.

*First Les *M.I. R. *Last Wood Suffix

* 2) Contract Information

a) Contract or Project Name: Feral Cat Spay/Neuter Surgeries

b) Originating Department: Animal Care Services

* 3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city.
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Spay-Neuter Assistance Program, Inc.

b) Name and title of contract signatory

Les R. Wood, Grants & Contracts Coordinator

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Owners: NA

Board of Directors/Officers:

Norman W. Ritchie, President
Carolyn Pratt, Treasurer
Marcy Lynch, Secretary

David S. King, Board Member at Large
Dr. Karel T. Olguin, Executive Director/Ex Officio Board Member

*** 4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

☒ **Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.**

If applicable, list below names and type of relationship (partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, officers of each entity):

*** 5) List any individuals or entities that will be subcontractors on this contract.**

☒ **Not applicable. No subcontractors will be retained for this contract.**

☐ **Subcontractors may be retained, but have not been selected at the time of this submission.**

If applicable, list below subcontractors, including the name of the owner(s), and business name:

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☒ **Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**

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- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
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Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

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Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☐ Yes ☒ No

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

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Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgments

***1. Updates Required**



I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

***2. No Contact with City Officials or Staff during Contract Evaluation**



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- ☐ I warrant that no contributions have been made by these individuals in violation of Section 2-309 of the Municipal Campaign Finance Code.

***4. Conflicts of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

***Print Name:** Les R. Wood

***Signature:** 

Title: Grants & Contracts Coordinator

***Date:** January 30, 2024

***Company Name or DBA:** Spay-Neuter Assistance Program, Inc.

This form can be completed online at www.sanantonio.gov/ethics.
If form cannot be completed online, please print, complete and submit with proposal. All questions must be answered.

If submitting via regular mail, send to:

Purchasing Department
P.O. Box 839966
San Antonio, Texas 78283-3966

INITIAL SCORE MATRIX

RFQ for Feral Cat Spay/Neuter Surgeries (24-035; 6100017592) Score Summary INITIAL EVALUATION February 29, 2024	Maximum Points	Animal Defense League of Texas 11300 Nacogdoches Rd. San Antonio, TX 78217	Humane Society of San Antonio dba San Antonio Humane Society 4804 Fredericksburg Road San Antonio, TX 78229	Footbridge Foundation 1423 S. Saint Mary's St. San Antonio, TX 78210	Spay Neuter Inject Protect San Antonio Inc PO Box 90325 San Antonio, TX 78209	Spay-Neuter Assistance Program, Inc. PO Box 70286 Houston, TX 77270-0286	Dragonfly Veterinary Services, PLLC 25 J Williams Rd Boerne, TX 78006	Pet Shotz, Inc. 438 Shadbush St. San Antonio, TX 78245	Pet Spots, Inc. & Pet Shotz, Inc. 3306 North Saint Mary's Street San Antonio, TX 78212
A - Experience, Background and Qualifications	55	48.80	46.60	43.00	48.80	42.60	38.00	27.40	27.00
B - Proposed Plan	45	40.00	36.60	38.80	31.60	35.00	26.60	23.80	23.80
A - B Sub-Total	100	88.80	83.20	81.80	80.40	77.60	64.60	51.20	50.80
TOTAL SCORE	100	88.80	83.20	81.80	80.40	77.60	64.60	51.20	50.80
RANK BASED ON TOTAL SCORE		1	2	3	4	5	6	7	8

FINAL SCORE MATRIX

RFQ for Feral Cat Spay/Neuter Surgeries (24-035; 6100017592) Score Summary FINAL EVALUATION March 19, 2024	Maximum Points	Spay Neuter Inject Protect San Antonio Inc PO Box 90325 San Antonio, TX 78209	Animal Defense League of Texas 11300 Nacogdoches Rd. San Antonio, TX 78217	Footbridge Foundation 1423 S. Saint Mary's St. San Antonio, TX 78210	Humane Society of San Antonio dba San Antonio Humane Society 4804 Fredericksburg Road San Antonio, TX 78229	Spay-Neuter Assistance Program, Inc. PO Box 70286 Houston, TX 77270-0286
A - Experience, Background, and Qualifications	55	50.60	47.80	44.60	47.20	42.20
B - Proposed Plan	45	38.40	40.00	41.20	35.40	31.60
A - B Sub-Total	100	89.00	87.80	85.80	82.60	73.80
TOTAL SCORE	100	89.00	87.80	85.80	82.60	73.80
RANK BASED ON TOTAL SCORE		1	2	3	4	5



CITY OF SAN ANTONIO

Contracts Disclosure Form

Please print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a:

☒ New Submission ☐ Correction ☐ Update to previous submission

*1) Name of person submitting this disclosure form.

* First

Wendy

M.I.

* Last

Black

Suffix

*2) Contract Information

a) Contract or Project Name:

FERAL CAT SPAY/NEUTER SURGERIES

b) Originating Department:

Animal Care Services

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

Footbridge Foundation

b) Name and title of contract signatory

Name

Title

Wendy Black

Founder and Director

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Name

Owner

Wendy Black

Board Member	Peggy Brimhall
Board Member	Pat Bennett
Board Member	Marty G. Roaché

***4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- ☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- ☐ Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

***5) List any individuals or entities that will be subcontractors on this contract.**

- ☐ Not applicable. No subcontractors will be retained for this contract.
- ☒ Subcontractors may be retained, but have not been selected at the time of this submission.
- ☐ List of subcontractors, including the name of the owner(s), and business name:

***6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- ☒ Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.
- ☐ List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

***7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- any individual seeking contract with the city (Question 3)
- any owner or officer of entity seeking contract with the city (Question 3)
- any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- the spouse of any individual listed in response to (a) through (d) above
- any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- ☒ Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.
- ☐ List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code , the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- Any individual seeking a high-profile contract;

- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

***8) Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- ☒ **I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.**
- ☐ **I am aware of the following conflict(s) of interest:**

***9) Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

Acknowledgements

*1. Updates Required

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*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

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*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.
☐ This is a high-profile contract.

*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

* Your Name:

Wendy Black

Title:

Founder and Director

* Company Name or DBA:

Footbridge Foundation

Date:

1/19/2024

Please print completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966



CITY OF SAN ANTONIO

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*This is a:

☒ New Submission ☐ Correction ☐ Update to previous submission

*1) Name of person submitting this disclosure form.

* First

Anne

M.I.

* Last

Meyer

Suffix

*2) Contract Information

a) Contract or Project Name:

Feral Cat Spay/Neuter Surgeries

b) Originating Department:

Animal Care Services

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

Animal Defense League of Texas

b) Name and title of contract signatory

Name

Title

Kenneth Hill

Chief Executive Officer

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Name

Officer of Entity

Alan Hepp

Officer of Entity	Pamela McCray
Officer of Entity	Jim Odell
Board Member	Mari Baker
Board Member	Joanne Baust, M.D.
Board Member	Vistoria Beavers
Board Member	Mary Becquet
Board Member	Cathy Bertone
Board Member	David Cohen, M.D.
Board Member	Cece Given
Board Member	Bodo Knochenhauer
Board Member	Martha Mitchell
Officer of Entity	Linda Mora
Board Member	Amber Nelson Ramsey
Board Member	Alex Padgett
Officer of Entity	Kenneth Hill

***4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- ☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
- ☐ Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:

***5) List any individuals or entities that will be subcontractors on this contract.**

- ☐ Not applicable. No subcontractors will be retained for this contract.
- ☒ Subcontractors may be retained, but have not been selected at the time of this submission.
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- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

☒ **Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.**

☐ **List of contributions:**

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

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- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;
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Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

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Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

☒ **I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.**

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*9) Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

☒ **No**

☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

☒ **No**

☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ **No**

☐ **Yes**

Notice Regarding Prohibited Interest in Contracts.

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Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

Acknowledgements

***1. Updates Required**

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***2. No Contact with City Officials or Staff during Contract Evaluation**

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***3. Contribution Prohibitions for "High-Profile" Contracts**

☒ **This is not a high-profile contract.**

☐ **This is a high-profile contract.**

***4. Conflicts of Interest Questionnaire (CIQ)**

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*** Oath**

☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

*** Your Name:**

Anne Meyer

Title:

Director of Finance

*** Company Name or DBA:**

Animal Defense League of Texas

Date:

1/30/2024

Please print completed form and submit with
proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing

P.O. Box 839966

San Antonio, Texas 78283-3966



CITY OF SAN ANTONIO

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*This is a:

☒ New Submission ☐ Correction ☐ Update to previous submission

*1) Name of person submitting this disclosure form.

* First

Shannon

M.I.

R

* Last

Espy

Suffix

*2) Contract Information

a) Contract or Project Name:

Feral Cat Spay/Neuter Surgeries

b) Originating Department:

Animal Care Services

*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

Spay Neuter Inject Protect San Antonio , Inc.

b) Name and title of contract signatory

Name

Shannon Espy

Title

Executive Director

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Board Member

Name

Shannon Espy, DVM

Board Member	Ben Espy, DVM, DACT
Board Member	Sarah Israel, DVM, DACVS
Board Member	Amy Venticinqu
Board Member	Daniel Fleming

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- ☒ Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
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☒ No

☐ Yes

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☒ No

☐ Yes

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☒ No

☐ Yes

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Acknowledgements

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*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

*Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

* Your Name:

Shannon Espy

Title:

Executive Director

* Company Name or DBA:

SNIPSA

Date:

1/31/2024

Please print completed form and submit with
proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing

**PROFESSIONAL SERVICES AGREEMENT
FOR FERAL CAT SPAY-NEUTER SERVICES**

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

This Professional Services Agreement for Spay and Neuter Services ("Agreement") is made by the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through Shannon W. Sims, Animal Care Services Department Director, and the Spay Neuter Inject Protect San Antonio Inc. dba SNIPSA by and through its Executive Director, Shannon Espy, DVM ("Contractor"), collectively as the "Parties" or individually the "Party".

The Parties severally and collectively agree and by the execution of this Agreement are bound to the mutual obligations 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 or designee.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on May 16, 2024, and terminate on September 30, 2024. The City shall have the option to renew this Agreement, in writing, for two (2) additional one-year terms (October 1 – September 30) subject to (a) the City's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the Contractor satisfactorily meeting the performance requirements of this Agreement, as solely determined by the Director. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

- 3.1 Contractor agrees to assist the City's Animal Care Services Department ("ACS") provide spay and neuter services to 500 community feral cats. Contractor agrees to enter into a nonexclusive agreement to provide the services described in this Article III. entitled Scope of Services in exchange for the compensation described below in Article IV. Compensation of this Agreement.
- 3.2 Contractor agrees to be responsible for providing veterinary spay and neuter services, including but not limited to evaluating animals to determine suitability for sterilization procedure; performance of surgical procedure; and post-operative care including medications as well as any additional follow-up care due to surgical complications.
- 3.3 Contractor agrees to provide rabies vaccinations, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) vaccinations, and ear tip to animals undergoing spay or neuter surgery.
- 3.4 Contractor agrees to provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and maintain accurate medical records for services performed under this Agreement.
- 3.5 Contractor agrees to provide humane housing and proper care of all animals to include, but not limited to: food, water, shelter, and appropriate veterinary care for so long as such animals remain under Contractor's care and control. Humane housing includes shelter from sun, wind, extreme temperatures, and rain. Animals must not be comingled or overcrowded unless it is appropriate to do so.
- 3.6 Contractor agrees to perform spay and neuter surgeries and all related veterinary care at Contractor's facility for cats that are dropped off at Contractor's facility by San Antonio residents. Residents shall be responsible for picking up the animals that they dropped off after the surgeries have been completed.
- 3.7 Contractor agrees to utilize a scheduling system to schedule feral cat spay-neuter appointments directly with the client.
- 3.8 Contractor agrees to provide City supporting documentation verifying services performed, as determined by the City.
- 3.9 Contractor services must be performed in a manner consistent with, or that exceeds, the prevailing standard for veterinary care in the State of Texas.
- 3.10 All work performed by Contractor under this Agreement shall be performed to the satisfaction of Director. The Director's determination shall be final, binding, and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to

terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. COMPENSATION TO CONTRACTOR

- 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 Fifty-Eight Thousand, Three Hundred Dollars and Zero Cents (\$58,300.00) as total compensation, to be paid as follows:

- 4.1.1 Rate. City agrees to pay Contractor a set rate for each spay-neuter surgery performed under this Agreement as provided in the fees schedule below.

Fee Schedule

Category	Fee
Cat Neuter, Rabies Vaccination, and Ear Tip	\$86 per surgery
Cat Spay, Rabies Vaccination, and Ear Tip	\$97 per surgery
Pregnant Female	Additional \$25 per surgery
Cryptorchid Male	Additional \$25 per surgery
Rabies Vaccination Only (no surgery)	\$8 per vaccination
Anesthesia and Rabies Only (no surgery performed)	\$60 per procedure
Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) Vaccination	\$8 per vaccination

- 4.1.2 City shall pay such invoice within 30 days of receipt, subject to the provisions of Sections 3.8 and 4.3.
- 4.2 No additional fee or expense of Contractor shall be charged by Contractor nor be payable by City. All compensable expenses of Contractor have been provided for in section 4.1 of this Agreement. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by Director.
- 4.3 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. 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.
- 4.4 Invoices. Contractor shall invoice City within thirty (30) days for services rendered in a form acceptable to City. City shall pay invoices within thirty 30 days of receipt and approval by Director. Contractor shall provide City supporting documentation including but not limited to surgery logs, treatment logs, and copies of the redeemed vouchers.

Supporting documentation must accompany each spay-neuter surgery performed for which Contractor is seeking payment, as determined by City.

- 4.5 Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, a copy to Alyssa McMullin, ACS Special Projects Manager, via email to: alyssa.mcmullin@sanantonio.gov.

The preferred method for delivery of invoices is electronically to the following e-mail address: accounts.payable@sanantonio.gov. Invoices must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. If necessary, invoices may be delivered to the following address: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976 or, hand delivered to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. All invoices must be in a form and content approved by City. City may require modification of invoices.

- 4.5 NECESSITY OF TIMELY INVOICE/WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY SERVICES WITHOUT AN INVOICE. CONTRACTOR MUST INVOICE CITY NO LATER THAN NINETY (90) CALENDAR DAYS FROM THE DATE SERVICES ARE RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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.
- 5.2 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 Section 573.52, Patient Record Keeping. Contractor shall make such records available to City in accordance with Article VI.

VI. RECORDS 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 City at their respective offices, at all reasonable times and as often as City deems necessary during the Agreement period, including any extension or renewal, 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 four 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 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 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 at its sole cost and expense.
- 6.3 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 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" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) 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; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 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 30-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. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 7.4.1 Failing to perform or failing to comply with any covenant required.
- 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 herein, 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 effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the 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. Any record transfer shall be completed within thirty (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 forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for 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 forty-five (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 this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action 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 the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (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 such other address as either party may from time to time 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:

SNIPSA
PO Box 90325
San Antonio, TX 78209

IX. NON-DISCRIMINATION

- 9.1 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, disability, or any other unlawful form of discrimination.
- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from

participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

X. INSURANCE

- 10.1 Prior to the scheduled service under this agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Animal Care Services Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number.
- 10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 10.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.
- 10.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.5 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage \$500,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	\$1,000,000 general aggregate
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 \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 10.5 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.
- 10.6 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

- 10.7 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:
- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 10.9 In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.
- 10.10 Nothing contained in this Agreement shall be construed as limiting 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 covered under this Agreement.
- 10.11 CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 10.3 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the 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, consultant 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, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

- 11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 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 the 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. The 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.
- 11.4 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 seven (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.

- 11.5 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 herein provided 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.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 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.
- 12.2 It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.
- 12.3 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 the 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 references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.
- 12.4 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 Director. 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.
- 12.5 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, notwithstanding any other remedy available to City under this Agreement. The 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.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she 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 Contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein 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 the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIV. CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

Any alteration, addition or deletion 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) adjust

the amount of funding under this Agreement, 2) adjust the rate per surgery annually and/or (3) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any 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 hereof 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.

XVII. 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 herein.

XVIII. 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.

XIX. 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, 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 hereto 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 by the City Council, as described in Article XV. 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.

XX. LAW APPLICABLE & LEGAL FEES

- 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 The Parties expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.
- 20.4 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 hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.
- 20.5 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. Consultant 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 Consultant’s certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach of this Agreement.
- 20.6 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

20.7 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or

association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXI. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures, and guarantees that 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 herein contained.

XXII. 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 herein.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contains 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 be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

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

CITY OF SAN ANTONIO

CONTRACTOR

Director
Animal Care Services Department

Date: _____

Shannon Espy DVM
Executive Director
SNIPSA

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR FERAL CAT SPAY-NEUTER SERVICES**

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

This Professional Services Agreement for Spay and Neuter Services ("Agreement") is made by the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through Shannon W. Sims, Animal Care Services Department Director, and the Animal Defense League by and through its Executive Director, Kenny Hill ("Contractor"), collectively as the "Parties" or individually the "Party".

The Parties severally and collectively agree and by the execution of this Agreement are bound to the mutual obligations 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 or designee.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on May 16, 2024, and terminate on September 30, 2024. The City shall have the option to renew this Agreement, in writing, for two (2) additional one-year terms (October 1 – September 30) subject to (a) the City's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the Contractor satisfactorily meeting the performance requirements of this Agreement, as solely determined by the Director. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

- 3.1 Contractor agrees to assist the City's Animal Care Services Department ("ACS") provide spay and neuter services to approximately 500 community feral cats. Contractor agrees to enter into a nonexclusive agreement to provide the services described in this Article III. entitled Scope of Services in exchange for the compensation described below in Article IV. Compensation of this Agreement.
- 3.2 Contractor agrees to be responsible for providing veterinary spay and neuter services, including but not limited to evaluating animals to determine suitability for sterilization procedure; performance of surgical procedure; and post-operative care including medications as well as any additional follow-up care due to surgical complications.
- 3.3 Contractor agrees to provide rabies vaccinations, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) vaccinations, and ear tip to animals undergoing spay or neuter surgery.
- 3.4 Contractor agrees to provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and maintain accurate medical records for services performed under this Agreement.
- 3.5 Contractor agrees to provide humane housing and proper care of all animals to include, but not limited to: food, water, shelter, and appropriate veterinary care for so long as such animals remain under Contractor's care and control. Humane housing includes shelter from sun, wind, extreme temperatures, and rain. Animals must not be comingled or overcrowded unless it is appropriate to do so.
- 3.6 Contractor agrees to perform spay and neuter surgeries and all related veterinary care at Contractor's facility for cats that are dropped off at Contractor's facility by San Antonio residents. Residents shall be responsible for picking up the animals that they dropped off after the surgeries have been completed.
- 3.7 Contractor agrees to utilize a scheduling system to schedule feral cat spay-neuter appointments directly with the client.
- 3.8 Contractor agrees to provide City supporting documentation verifying services performed, as determined by the City.
- 3.9 Contractor services must be performed in a manner consistent with, or that exceeds, the prevailing standard for veterinary care in the State of Texas.
- 3.10 All work performed by Contractor under this Agreement shall be performed to the satisfaction of Director. The Director's determination shall be final, binding, and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to

terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. COMPENSATION TO CONTRACTOR

- 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 Fifty-Eight Thousand, Three Hundred Dollars and Zero Cents (\$58,300.00) as total compensation, to be paid as follows:

- 4.1.1 Rate. City agrees to pay Contractor a set rate for each spay-neuter surgery performed under this Agreement as provided in the fees schedule below.

Fee Schedule

Category	Fee
Cat Neuter, Rabies Vaccination, and Ear Tip	\$86 per surgery
Cat Spay, Rabies Vaccination, and Ear Tip	\$97 per surgery
Pregnant Female	Additional \$25 per surgery
Cryptorchid Male	Additional \$25 per surgery
Rabies Vaccination Only (no surgery)	\$8 per vaccination
Anesthesia and Rabies Only (no surgery performed)	\$60 per procedure
Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) Vaccination	\$8 per vaccination

- 4.1.2 City shall pay such invoice within 30 days of receipt, subject to the provisions of Sections 3.8 and 4.3.
- 4.2 No additional fee or expense of Contractor shall be charged by Contractor nor be payable by City. All compensable expenses of Contractor have been provided for in section 4.1 of this Agreement. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by Director.
- 4.3 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. 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.
- 4.4 Invoices. Contractor shall invoice City within thirty (30) days for services rendered in a form acceptable to City. City shall pay invoices within thirty 30 days of receipt and approval by Director. Contractor shall provide City supporting documentation including but not limited to surgery logs, treatment logs, and copies of the redeemed vouchers.

Supporting documentation must accompany each spay-neuter surgery performed for which Contractor is seeking payment, as determined by City.

- 4.5 Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, a copy to Alyssa McMullin, ACS Special Projects Manager, via email to: alyssa.mcmullin@sanantonio.gov.

The preferred method for delivery of invoices is electronically to the following e-mail address: accounts.payable@sanantonio.gov. Invoices must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. If necessary, invoices may be delivered to the following address: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976 or, hand delivered to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. All invoices must be in a form and content approved by City. City may require modification of invoices.

- 4.5 NECESSITY OF TIMELY INVOICE/WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY SERVICES WITHOUT AN INVOICE. CONTRACTOR MUST INVOICE CITY NO LATER THAN NINETY (90) CALENDAR DAYS FROM THE DATE SERVICES ARE RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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.
- 5.2 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 Section 573.52, Patient Record Keeping. Contractor shall make such records available to City in accordance with Article VI.

VI. RECORDS 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 City at their respective offices, at all reasonable times and as often as City deems necessary during the Agreement period, including any extension or renewal, 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 four 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 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 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 at its sole cost and expense.
- 6.3 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 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" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) 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; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 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 30-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. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 7.4.1 Failing to perform or failing to comply with any covenant required.
- 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 herein, 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 effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the 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. Any record transfer shall be completed within thirty (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 forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for 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 forty-five (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 this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action 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 the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (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 such other address as either party may from time to time 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:

Animal Defense League
11300 Nacogdoches Rd.
San Antonio, TX 78217

IX. NON-DISCRIMINATION

- 9.1 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, disability, or any other unlawful form of discrimination.
- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from

participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

X. INSURANCE

- 10.1 Prior to the scheduled service under this agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Animal Care Services Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number.
- 10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 10.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.
- 10.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.5 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage \$500,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	\$1,000,000 general aggregate
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 \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 10.5 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.
- 10.6 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

- 10.7 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:
- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
 - 10.9 In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.
 - 10.10 Nothing contained in this Agreement shall be construed as limiting 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 covered under this Agreement.
 - 10.11 CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
 - 10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
 - 10.3 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the 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, consultant 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, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

- 11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 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 the 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. The 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.
- 11.4 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 seven (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.

- 11.5 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 herein provided 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.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 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.
- 12.2 It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.
- 12.3 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 the 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 references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.
- 12.4 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 Director. 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.
- 12.5 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, notwithstanding any other remedy available to City under this Agreement. The 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.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she 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 Contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein 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 the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIV. CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

Any alteration, addition or deletion 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) adjust

the amount of funding under this Agreement, 2) adjust the rate per surgery annually and/or (3) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any 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 hereof 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.

XVII. 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 herein.

XVIII. 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.

XIX. 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, 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 hereto 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 by the City Council, as described in Article XV. 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.

XX. LAW APPLICABLE & LEGAL FEES

- 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 The Parties expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.
- 20.4 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 hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.
- 20.5 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. Consultant 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 Consultant’s certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach of this Agreement.
- 20.6 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

20.7 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or

association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXI. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures, and guarantees that 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 herein contained.

XXII. 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 herein.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contains 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 be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

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

CITY OF SAN ANTONIO

CONTRACTOR

Director
Animal Care Services Department

Kenny Hill
Executive Director
Animal Defense League

Date: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on May 16, 2024, and terminate on September 30, 2024. The City shall have the option to renew this Agreement, in writing, for two (2) additional one-year terms (October 1 – September 30) subject to (a) the City's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the Contractor satisfactorily meeting the performance requirements of this Agreement, as solely determined by the Director. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

- 3.1 Contractor agrees to assist the City's Animal Care Services Department ("ACS") provide spay and neuter services to 200 community feral cats. Contractor agrees to enter into a nonexclusive agreement to provide the services described in this Article III. entitled Scope of Services in exchange for the compensation described below in Article IV. Compensation of this Agreement.
- 3.2 Contractor agrees to be responsible for providing veterinary spay and neuter services, including but not limited to evaluating animals to determine suitability for sterilization procedure; performance of surgical procedure; and post-operative care including medications as well as any additional follow-up care due to surgical complications.
- 3.3 Contractor agrees to provide rabies vaccinations, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) vaccinations, and ear tip to animals undergoing spay or neuter surgery.
- 3.4 Contractor agrees to provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and maintain accurate medical records for services performed under this Agreement.
- 3.5 Contractor agrees to provide humane housing and proper care of all animals to include, but not limited to: food, water, shelter, and appropriate veterinary care for so long as such animals remain under Contractor's care and control. Humane housing includes shelter from sun, wind, extreme temperatures, and rain. Animals must not be comingled or overcrowded unless it is appropriate to do so.
- 3.6 Contractor agrees to perform spay and neuter surgeries and all related veterinary care at Contractor's facility for cats that are dropped off at Contractor's facility by San Antonio residents. Residents shall be responsible for picking up the animals that they dropped off after the surgeries have been completed.
- 3.7 Contractor agrees to utilize a scheduling system to schedule feral cat spay-neuter appointments directly with the client.
- 3.8 Contractor agrees to provide City supporting documentation verifying services performed, as determined by the City.
- 3.9 Contractor services must be performed in a manner consistent with, or that exceeds, the prevailing standard for veterinary care in the State of Texas.
- 3.10 All work performed by Contractor under this Agreement shall be performed to the satisfaction of Director. The Director's determination shall be final, binding, and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to

terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. COMPENSATION TO CONTRACTOR

- 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 Twenty-Three Thousand, Three Hundred and Fifty Dollars and Zero Cents (\$23,350.00) as total compensation, to be paid as follows:

- 4.1.1 Rate. City agrees to pay Contractor a set rate for each spay-neuter surgery performed under this Agreement as provided in the fees schedule below.

Fee Schedule

Category	Fee
Cat Neuter, Rabies Vaccination, and Ear Tip	\$86 per surgery
Cat Spay, Rabies Vaccination, and Ear Tip	\$97 per surgery
Pregnant Female	Additional \$25 per surgery
Cryptorchid Male	Additional \$25 per surgery
Rabies Vaccination Only (no surgery)	\$8 per vaccination
Anesthesia and Rabies Only (no surgery performed)	\$60 per procedure
Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) Vaccination	\$8 per vaccination

- 4.1.2 City shall pay such invoice within 30 days of receipt, subject to the provisions of Sections 3.8 and 4.3.
- 4.2 No additional fee or expense of Contractor shall be charged by Contractor nor be payable by City. All compensable expenses of Contractor have been provided for in section 4.1 of this Agreement. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by Director.
- 4.3 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. 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.
- 4.4 Invoices. Contractor shall invoice City within thirty (30) days for services rendered in a form acceptable to City. City shall pay invoices within thirty 30 days of receipt and approval by Director. Contractor shall provide City supporting documentation including but not limited to surgery logs, treatment logs, and copies of the redeemed vouchers.

Supporting documentation must accompany each spay-neuter surgery performed for which Contractor is seeking payment, as determined by City.

- 4.5 Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, a copy to Alyssa McMullin, ACS Special Projects Manager, via email to: alyssa.mcmullin@sanantonio.gov.

The preferred method for delivery of invoices is electronically to the following e-mail address: accounts.payable@sanantonio.gov. Invoices must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. If necessary, invoices may be delivered to the following address: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976 or, hand delivered to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. All invoices must be in a form and content approved by City. City may require modification of invoices.

- 4.5 NECESSITY OF TIMELY INVOICE/WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY SERVICES WITHOUT AN INVOICE. CONTRACTOR MUST INVOICE CITY NO LATER THAN NINETY (90) CALENDAR DAYS FROM THE DATE SERVICES ARE RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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.
- 5.2 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 Section 573.52, Patient Record Keeping. Contractor shall make such records available to City in accordance with Article VI.

VI. RECORDS 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 City at their respective offices, at all reasonable times and as often as City deems necessary during the Agreement period, including any extension or renewal, 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 four 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 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 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 at its sole cost and expense.
- 6.3 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 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" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) 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; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 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 30-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. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 7.4.1 Failing to perform or failing to comply with any covenant required.
- 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 herein, 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 effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the 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. Any record transfer shall be completed within thirty (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 forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for 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 forty-five (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 this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action 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 the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (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 such other address as either party may from time to time 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:

San Antonio Humane Society
4804 Fredericksburg Road
San Antonio, TX 78229

IX. NON-DISCRIMINATION

- 9.1 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, disability, or any other unlawful form of discrimination.
- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from

participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

X. INSURANCE

- 10.1 Prior to the scheduled service under this agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Animal Care Services Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number.
- 10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 10.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.
- 10.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.5 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage \$500,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	\$1,000,000 general aggregate
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 \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 10.5 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.
- 10.6 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

- 10.7 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:
- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
 - 10.9 In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.
 - 10.10 Nothing contained in this Agreement shall be construed as limiting 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 covered under this Agreement.
 - 10.11 CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
 - 10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
 - 10.3 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the 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, consultant 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, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

- 11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 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 the 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. The 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.
- 11.4 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 seven (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.

- 11.5 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 herein provided 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.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 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.
- 12.2 It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.
- 12.3 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 the 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 references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.
- 12.4 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 Director. 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.
- 12.5 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, notwithstanding any other remedy available to City under this Agreement. The 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.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she 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 Contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein 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 the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIV. CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

Any alteration, addition or deletion 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) adjust

the amount of funding under this Agreement, 2) adjust the rate per surgery annually and/or (3) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any 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 hereof 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.

XVII. 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 herein.

XVIII. 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.

XIX. 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, 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 hereto 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 by the City Council, as described in Article XV. 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.

XX. LAW APPLICABLE & LEGAL FEES

- 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 The Parties expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.
- 20.4 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 hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.
- 20.5 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. Consultant 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 Consultant’s certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach of this Agreement.
- 20.6 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

20.7 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or

association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXI. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures, and guarantees that 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 herein contained.

XXII. 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 herein.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contains 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 be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

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

CITY OF SAN ANTONIO

CONTRACTOR

Shannon Sims
Director
Animal Care Services Department

Nancy May
President
San Antonio Humane Society

Date: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

- 3.1 Contractor agrees to assist the City's Animal Care Services Department ("ACS") provide spay and neuter services to approximately 100 community feral cats. Contractor agrees to enter into a nonexclusive agreement to provide the services described in this Article III. entitled Scope of Services in exchange for the compensation described below in Article IV. Compensation of this Agreement.
- 3.2 Contractor agrees to be responsible for providing veterinary spay and neuter services, including but not limited to evaluating animals to determine suitability for sterilization procedure; performance of surgical procedure; and post-operative care including medications as well as any additional follow-up care due to surgical complications.
- 3.3 Contractor agrees to provide rabies vaccinations, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) vaccinations, and ear tip to animals undergoing spay or neuter surgery.
- 3.4 Contractor agrees to provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and maintain accurate medical records for services performed under this Agreement.
- 3.5 Contractor agrees to provide humane housing and proper care of all animals to include, but not limited to: food, water, shelter, and appropriate veterinary care for so long as such animals remain under Contractor's care and control. Humane housing includes shelter from sun, wind, extreme temperatures, and rain. Animals must not be comingled or overcrowded unless it is appropriate to do so.
- 3.6 Contractor agrees to perform spay and neuter surgeries and all related veterinary care at Contractor's facility for cats that are dropped off at Contractor's facility by San Antonio residents. Residents shall be responsible for picking up the animals that they dropped off after the surgeries have been completed.
- 3.7 Contractor agrees to utilize a scheduling system to schedule feral cat spay-neuter appointments directly with the client.
- 3.8 Contractor agrees to provide City supporting documentation verifying services performed, as determined by the City.
- 3.9 Contractor services must be performed in a manner consistent with, or that exceeds, the prevailing standard for veterinary care in the State of Texas.
- 3.10 All work performed by Contractor under this Agreement shall be performed to the satisfaction of Director. The Director's determination shall be final, binding, and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. COMPENSATION TO CONTRACTOR

- 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 Eleven Thousand, Seven Hundred Dollars and Zero Cents (\$11,700.00) as total compensation, to be paid as follows:

- 4.1.1 Rate. City agrees to pay Contractor a set rate for each spay-neuter surgery performed under this Agreement as provided in the fees schedule below.

Fee Schedule

Category	Fee
Cat Neuter, Rabies Vaccination, and Ear Tip	\$86 per surgery
Cat Spay, Rabies Vaccination, and Ear Tip	\$97 per surgery
Pregnant Female	Additional \$25 per surgery
Cryptorchid Male	Additional \$25 per surgery
Rabies Vaccination Only (no surgery)	\$8 per vaccination
Anesthesia and Rabies Only (no surgery performed)	\$60 per procedure
Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) Vaccination	\$8 per vaccination

- 4.1.2 City shall pay such invoice within 30 days of receipt, subject to the provisions of Sections 3.8 and 4.3.
- 4.2 No additional fee or expense of Contractor shall be charged by Contractor nor be payable by City. All compensable expenses of Contractor have been provided for in section 4.1 of this Agreement. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by Director.
- 4.3 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. 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.
- 4.4 Invoices. Contractor shall invoice City within thirty (30) days for services rendered in a form acceptable to City. City shall pay invoices within thirty 30 days of receipt and approval by Director. Contractor shall provide City supporting documentation including but not limited to surgery logs, treatment logs, and copies of the redeemed vouchers. Supporting documentation must accompany each spay-neuter surgery performed for which Contractor is seeking payment, as determined by City.

- 4.5 Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, a copy to Alyssa McMullin, ACS Special Projects Manager, via email to: alyssa.mcmullin@sanantonio.gov.

The preferred method for delivery of invoices is electronically to the following e-mail address: accounts.payable@sanantonio.gov. Invoices must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. If necessary, invoices may be delivered to the following address: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976 or, hand delivered to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. All invoices must be in a form and content approved by City. City may require modification of invoices.

- 4.5 NECESSITY OF TIMELY INVOICE/WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY SERVICES WITHOUT AN INVOICE. CONTRACTOR MUST INVOICE CITY NO LATER THAN NINETY (90) CALENDAR DAYS FROM THE DATE SERVICES ARE RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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.
- 5.2 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 Section 573.52, Patient Record Keeping. Contractor shall make such records available to City in accordance with Article VI.

VI. RECORDS 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

City at their respective offices, at all reasonable times and as often as City deems necessary during the Agreement period, including any extension or renewal, 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 four 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 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 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 at its sole cost and expense.
- 6.3 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 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" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) 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; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an

event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 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 30-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. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Failing to perform or failing to comply with any covenant required.

- 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 herein, 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 effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the 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. Any record transfer shall be completed within thirty (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 forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for 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 forty-five (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 this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action 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 the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (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 such other address as either party may from time to time 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:

Footbridge Foundation
431 King William St.
San Antonio, TX 78204

IX. NON-DISCRIMINATION

- 9.1 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, disability, or any other unlawful form of discrimination.
- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City

pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

X. INSURANCE

- 10.1 Prior to the scheduled service under this agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Animal Care Services Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number.
- 10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 10.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.
- 10.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.5 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
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	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate

*e. Independent Contractors	
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 \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

10.5 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

10.6 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

10.7 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- 10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 10.9 In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.
- 10.10 Nothing contained in this Agreement shall be construed as limiting 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 covered under this Agreement.
- 10.11 CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
- 10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
- 10.3 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the 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, consultant 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, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL**

APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

- 11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 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 the 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. The 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.
- 11.4 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 seven (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.
- 11.5 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 herein provided 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.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 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.
- 12.2 It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.
- 12.3 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 the 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 references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.
- 12.4 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 Director. 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.
- 12.5 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, notwithstanding any other remedy available to City under this Agreement. The 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.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she 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 Contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein 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 the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIV. CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

Any alteration, addition or deletion 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) adjust the amount of funding under this Agreement, 2) adjust the rate per surgery annually and/or (3) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any 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 hereof 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.

XVII. 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 herein.

XVIII. 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.

XIX. 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, 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 hereto 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 by the City Council, as described in Article XV. 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.

XX. LAW APPLICABLE & LEGAL FEES

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 The Parties expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.
- 20.4 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 hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.
- 20.5 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. Consultant 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 Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach of this Agreement.
- 20.6 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. This section only applies to a contract that:
- (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

20.7 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXI. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures, and guarantees that 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 herein contained.

XXII. 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 herein.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contains 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 be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

[THIS SECTION HAS BEEN LEFT INTENTIONALLY BLANK]

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

CITY OF SAN ANTONIO

CONTRACTOR

Shannon Sims
Director
Animal Care Services Department

Wendy Black
President
Footbridge Foundation

Date: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR FERAL CAT SPAY-NEUTER SERVICES**

STATE OF TEXAS

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COUNTY OF BEXAR

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This Professional Services Agreement for Spay and Neuter Services ("Agreement") is made by the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through Shannon W. Sims, Animal Care Services Department Director, and the Spay-Neuter Assistance Program, Inc. by and through its Executive Director, Dr. Karen Olguin, DVM("Contractor"), collectively as the "Parties" or individually the "Party".

The Parties severally and collectively agree and by the execution of this Agreement are bound to the mutual obligations 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 or designee.

II. TERM

- 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on May 16, 2024, and terminate on September 30, 2024. The City shall have the option to renew this Agreement, in writing, for two (2) additional one-year terms (October 1 – September 30) subject to (a) the City's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the Contractor satisfactorily meeting the performance requirements of this Agreement, as solely determined by the Director. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.
- 2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

III. SCOPE OF SERVICES

- 3.1 Contractor agrees to assist the City's Animal Care Services Department ("ACS") provide spay and neuter services to 200 community feral cats. Contractor agrees to enter into a nonexclusive agreement to provide the services described in this Article III. entitled Scope of Services in exchange for the compensation described below in Article IV. Compensation of this Agreement.
- 3.2 Contractor agrees to be responsible for providing veterinary spay and neuter services, including but not limited to evaluating animals to determine suitability for sterilization procedure; performance of surgical procedure; and post-operative care including medications as well as any additional follow-up care due to surgical complications.
- 3.3 Contractor agrees to provide rabies vaccinations, Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) vaccinations, and ear tip to animals undergoing spay or neuter surgery.
- 3.4 Contractor agrees to provide all trained staff, surgical facilities and related equipment, surgical packs, necessary consumable supplies, and maintain accurate medical records for services performed under this Agreement.
- 3.5 Contractor agrees to provide humane housing and proper care of all animals to include, but not limited to: food, water, shelter, and appropriate veterinary care for so long as such animals remain under Contractor's care and control. Humane housing includes shelter from sun, wind, extreme temperatures, and rain. Animals must not be comingled or overcrowded unless it is appropriate to do so.
- 3.6 Contractor agrees to perform spay and neuter surgeries and all related veterinary care at Contractor's facility for cats that are dropped off at Contractor's facility by San Antonio residents. Residents shall be responsible for picking up the animals that they dropped off after the surgeries have been completed.
- 3.7 Contractor agrees to utilize a scheduling system to schedule feral cat spay-neuter appointments directly with the client.
- 3.8 Contractor agrees to provide City supporting documentation verifying services performed, as determined by the City.
- 3.9 Contractor services must be performed in a manner consistent with, or that exceeds, the prevailing standard for veterinary care in the State of Texas.
- 3.10 All work performed by Contractor under this Agreement shall be performed to the satisfaction of Director. The Director's determination shall be final, binding, and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Contractor, which is not satisfactory to Director. City shall have the right to

terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Contractor's work not be satisfactory to Director.

IV. COMPENSATION TO CONTRACTOR

- 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 Twenty-Three Thousand, Three Hundred and Fifty Dollars and Zero Cents (\$23,350.00) as total compensation, to be paid as follows:

- 4.1.1 Rate. City agrees to pay Contractor a set rate for each spay-neuter surgery performed under this Agreement as provided in the fees schedule below.

Fee Schedule

Category	Fee
Cat Neuter, Rabies Vaccination, and Ear Tip	\$86 per surgery
Cat Spay, Rabies Vaccination, and Ear Tip	\$97 per surgery
Pregnant Female	Additional \$25 per surgery
Cryptorchid Male	Additional \$25 per surgery
Rabies Vaccination Only (no surgery)	\$8 per vaccination
Anesthesia and Rabies Only (no surgery performed)	\$60 per procedure
Feline Viral Rhinotracheitis, Calicivirus and Panleukopenia (FVRCP) Vaccination	\$8 per vaccination

- 4.1.2 City shall pay such invoice within 30 days of receipt, subject to the provisions of Sections 3.8 and 4.3.
- 4.2 No additional fee or expense of Contractor shall be charged by Contractor nor be payable by City. All compensable expenses of Contractor have been provided for in section 4.1 of this Agreement. Total payments to Contractor cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of the Parties, as evidenced in writing and approved by Director.
- 4.3 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to Contractor following written approval of the final work products and services by Director. 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.
- 4.4 Invoices. Contractor shall invoice City within thirty (30) days for services rendered in a form acceptable to City. City shall pay invoices within thirty 30 days of receipt and approval by Director. Contractor shall provide City supporting documentation including but not limited to surgery logs, treatment logs, and copies of the redeemed vouchers.

Supporting documentation must accompany each spay-neuter surgery performed for which Contractor is seeking payment, as determined by City.

- 4.5 Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, a copy to Alyssa McMullin, ACS Special Projects Manager, via email to: alyssa.mcmullin@sanantonio.gov.

The preferred method for delivery of invoices is electronically to the following e-mail address: accounts.payable@sanantonio.gov. Invoices must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Contractor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. If necessary, invoices may be delivered to the following address: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976 or, hand delivered to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205. All invoices must be in a form and content approved by City. City may require modification of invoices.

- 4.5 NECESSITY OF TIMELY INVOICE/WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY SERVICES WITHOUT AN INVOICE. CONTRACTOR MUST INVOICE CITY NO LATER THAN NINETY (90) CALENDAR DAYS FROM THE DATE SERVICES ARE RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 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.

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.
- 5.2 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 Section 573.52, Patient Record Keeping. Contractor shall make such records available to City in accordance with Article VI.

VI. RECORDS 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 City at their respective offices, at all reasonable times and as often as City deems necessary during the Agreement period, including any extension or renewal, 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 four 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 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 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 at its sole cost and expense.
- 6.3 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 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" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions of this Agreement.
- 7.2 Termination Without Cause. This Agreement may be terminated by City without cause upon thirty (30) calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.
- 7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) 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; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.

- 7.4 Defaults With Opportunity for Cure. Should Contractor default in the performance of this Agreement in a manner stated in this Section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Contractor shall have 30 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 30-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. City shall also have the right to offset the cost of said new Agreement with a new contractor against Contractor's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 7.4.1 Failing to perform or failing to comply with any covenant required.
- 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 herein, 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 effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the 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. Any record transfer shall be completed within thirty (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 forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor shall submit to City its claims, in detail, for 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 forty-five (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 this Agreement, Contractor shall cease all operations of work being performed by Contractor or any of its subcontractors pursuant to this Agreement.
- 7.9 Termination not sole remedy. In no event shall City's action 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 the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (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 such other address as either party may from time to time 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:

Spay-Neuter Assistance Program
PO Box 70286
Houston, Texas 77270

IX. NON-DISCRIMINATION

- 9.1 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, disability, or any other unlawful form of discrimination.
- 9.2 Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from

participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

X. INSURANCE

- 10.1 Prior to the scheduled service under this agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Animal Care Services Department. The certificate must be:
- clearly labeled with the legal name of the agreement in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent's signature, and phone number.
- 10.2 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Animal Care Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 10.3 If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Agreement.
- 10.4 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.5 CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'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), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage \$500,000 per occurrence;

a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability *e. Independent Contractors	\$1,000,000 general aggregate
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 \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 10.5 CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.
- 10.6 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

- 10.7 CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:
- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 10.8 Within five (5) calendar days of a suspension, cancellation, material change in coverage, 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 Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
 - 10.9 In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.
 - 10.10 Nothing contained in this Agreement shall be construed as limiting 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 covered under this Agreement.
 - 10.11 CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.
 - 10.12 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.
 - 10.3 CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XI. INDEMNIFICATION

- 11.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the 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, consultant 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, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT.

- 11.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers, and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.
- 11.3 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 the 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. The 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.
- 11.4 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 seven (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.

- 11.5 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 herein provided 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.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 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.
- 12.2 It is City's understanding, and this Agreement is made in reliance thereon, that Contractor intends to use the following subcontractors in the performance of this Agreement: None. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by Director, as evidenced by passage of an ordinance, prior to the provision of any services by said subcontractor.
- 12.3 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 the 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 references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.
- 12.4 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 Director. 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.
- 12.5 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, notwithstanding any other remedy available to City under this Agreement. The 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.

XIII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that he or she 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 Contractors; that the doctrine of "respondeat superior" shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and contractors, and nothing herein 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 the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

XIV. CONFLICT OF INTEREST

- 14.1 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.
- 14.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

Any alteration, addition or deletion 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) adjust

the amount of funding under this Agreement, 2) adjust the rate per surgery annually and/or (3) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work.

XVI. SEVERABILITY

If any 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 hereof 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.

XVII. 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 herein.

XVIII. 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.

XIX. 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 herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, 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 hereto 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 by the City Council, as described in Article XV. 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.

XX. LAW APPLICABLE & LEGAL FEES

- 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 The Parties expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.
- 20.4 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 hereby relies on Company’s verification. If found to be false, City may terminate the contract for material breach.
- 20.5 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. Consultant 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 Consultant’s certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach of this Agreement.
- 20.6 Prohibition On Contracts With Companies Boycotting Certain Energy Companies. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

20.7 Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit 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. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or

association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXI. LEGAL AUTHORITY

The signer of this Agreement for Contractor represents, warrants, assures, and guarantees that 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 herein contained.

XXII. 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 herein.

XXIII. 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.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties and contains 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 be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. Amendments.

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

CITY OF SAN ANTONIO

CONTRACTOR

Shannon Sims
Director
Animal Care Services Department

Dr. Karen Olguin, DVM
Executive Director
Spay-Neuter Assistance Program

Date: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney

THIS IS A PROPOSED DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.

ORDINANCE

AUTHORIZING THE EXECUTION OF FIVE FERAL CAT SPAY AND NEUTER SURGERY CONTRACTS WITH ANIMAL DEFENSE LEAGUE OF TEXAS, FOOTBRIDGE FOUNDATION, SAN ANTONIO HUMANE SOCIETY, SPAY-NEUTER ASSISTANCE PROGRAM, INC., AND SPAY NEUTER INJECT PROTECT SAN ANTONIO FOR TERMS TO BEGIN MAY 16, 2024 THROUGH SEPTEMBER 30, 2024, WITH TWO, ONE-YEAR RENEWAL OPTIONS FOR AN ANNUAL AMOUNT NOT TO EXCEED \$175,000 AND A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$525,000. FUNDING IS FROM THE FY 2024 ADOPTED GENERAL FUND BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTINGENT UPON CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, the Animal Care Services Department (ACS) currently supports approximately 40,000 spay/neuter surgeries through on-site surgeries, two partner-operated veterinary clinics and the community spay/neuter program; and

WHEREAS, while these programs are aimed mostly at owned animals or those in ACS care, ACS intends to support the sterilization of unowned pets by executing new contracts to provide free spay/neuter surgeries for feral cats; and

WHEREAS, ACS promotes Trap-Neuter-Return (TNR) for the humane management of the city's community cats; and

WHEREAS, TNR is a program in which feral cats are humanely trapped, evaluated, vaccinated and sterilized, marked by a veterinarian with an ear tip, and returned to the trap location; and

WHEREAS, TNR relies on volunteers in the community to trap feral cats and arrange sterilization surgeries; and

WHEREAS, the City released a Request for Qualifications (RFQ) for "Feral Cat Spay/Neuter Surgeries" on December 22, 2023, to select multiple partners to conduct spay and neuter services for feral cats; and

WHEREAS, the RFQ was advertised in the Hart Beat, TVSA channel, the City's Bidding & Contracting Opportunities website, the San Antonio e-Procurement System (SAePS) and an email notification was sent to a list of potential Respondents; and

WHEREAS, responses were due on February 2, 2024, and a total of eight (8) firms responded to the RFQ and were deemed eligible for review; and

WHEREAS, the evaluation committee consisted of representatives from ACS, the City Manager's Office and the Animal Care Services Advisory Board; and

WHEREAS, the Finance Department, Procurement Division assisted by ensuring compliance with City procurement policies and procedures; and

WHEREAS, the evaluation of each proposal was based on a total of 100 points: 55 points were allotted for experience, background and qualifications and 45 points were allotted for proposed plan; and

WHEREAS, additional categories of consideration included references and financial qualifications; and

WHEREAS, the evaluation committee met on February 29, 2024, to evaluate the proposals received.

WHEREAS, individual scores were submitted, and aggregate scores were presented. After discussion, the committee recommended interviews with five Respondents; and

WHEREAS, on March 19, 2024, interviews and final evaluation were conducted and the Respondents were again scored by the Evaluation Criteria based on the aforementioned criteria; and

WHEREAS, the committee recommended to award to all five (5) Respondents, Animal Defense League, Footbridge Foundation, San Antonio Humane Society, Spay-Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio agreements to conduct spay/neuter services; and

WHEREAS, the Small Business Development Advocacy (SBEDA) Program was waived; there were no Small, Minority and Women-owned Business Enterprises (SMBEs) available in San Antonio Metropolitan Statistical Area (SAMSA) to provide this scope of work; and

WHEREAS, the Local Preference Program and the Veteran-Owned Small Business Preference Program were not applicable to this contract, as these programs do not apply to professional service contracts as defined by State law; and

WHEREAS, the surgeries and compensation will be allocated between five separate contracts: Animal Defense League of Texas (ADL) in an annual amount of \$58,300.00 to perform 500 surgeries; Footbridge Foundation in an annual amount of \$11,700.00 to perform 100 surgeries; San Antonio Humane Society in an annual amount of \$23,350.00 to perform 200 surgeries; Spay Neuter Assistance Program, Inc. in an annual amount not to exceed \$23,350.00 to perform 200 surgeries; Spay Neuter Inject Protect San Antonio (SNIPSA) in an annual amount of \$58,300.00 to perform 500 surgeries; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee or the Director of the Animal Care Services or designee is authorized to execute five feral cat spay and neuter surgery contracts with Animal Defense League of Texas, Footbridge Foundation, San Antonio Humane Society, Spay-Neuter Assistance Program, Inc., and Spay Neuter Inject Protect San Antonio for terms to begin May 16, 2024, through September 30, 2024, with two, one-year renewal options for an annual amount not to exceed \$175,000 and a total contract amount not to exceed \$525,000. Funding is from the FY 2024 Adopted General Fund Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. Copies of the agreements in substantially final form are attached hereto and incorporated herein for all purposes as **Attachment I - V**.

SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the various vendors assigned within this ordinance for an estimated annual cost of \$175,000.00. All expenditures will be in accordance with the Fiscal Year 2024 budget and subsequent budgets for the duration of this contract approved by City Council.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 6th day of June, 2024.

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Debbie Racca-Sittre, City Clerk

Andrew Segovia, City Attorney

ACS Feral Cat Spay/Neuter Surgery Contracts

City Council “A” Session - Item 33

June 6, 2024



Background



ACS relies on community partners to provide over 13,000 free spay/neuter surgeries per year



ACS promotes Trap-Neuter-Return (TNR) for humane management of community cats



Cats are humanely trapped by residents, brought in for surgery/vaccination, and returned to the trap location



City issued a Request for Qualifications (RFQ) to provide a total of 1,500 free spay/neuter surgeries annually for feral cats

Scope of Services



- \$175,000 annually for a total of 1,500 surgeries to be split among 5 partners:
 - ADL: \$58,300 for 500 surgeries
 - Footbridge Foundation: \$11,700 for 100 surgeries
 - San Antonio Humane Society: \$23,350 for 200 surgeries
 - SNAP: \$23,350 for 200 surgeries
 - SNIPSA: \$58,300 for 500 surgeries
- Each cat receiving surgery will also receive rabies vaccine, FVRCP vaccine, and ear tip

Recommendation

- Staff recommends approval of this ordinance



ACS Feral Cat Spay/Neuter Surgery Contracts

City Council “A” Session - Item 33

June 6, 2024

