

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
CITY OF LAREDO  
AND  
ARTURO GARZA-GONGORA, M.D.**

This contract is made and entered into by and between the City of Laredo (CITY) and Arturo Garza-Gongora, M.D., a licensed physician (PROVIDER) in order that PROVIDER provide CITY medical services to the Laredo Fire Department (LFD) or other city departments if necessary.

**I. TERM**

1.1 This contract shall coincide with the Medical Director Services Agreement entered into between Provider and the City of Laredo.

**II. SCOPE OF SERVICES**

2.1 During the term of this contract, PROVIDER shall, at the request of the CITY, conduct the following services: Cadet Physicals and Promotional Physicals.

2.2 CITY shall pay PROVIDER:

- \$210.00 for each completed Cadet Physical
- \$470.00 for each completed Cadet Physical, with a Cardiac Stress Test.
- \$255.00 for each completed Promotional Physical

2.3 PROVIDER shall submit an invoice to CITY within 14 days of completion of a physical.

2.4 Upon receipt of invoice, CITY agrees to pay PROVIDER the amount invoiced within 30 days, so long as the amount invoiced has been invoiced pursuant to the provisions of this contract.

**III. LICENSES AND CERTIFICATIONS**

3.1 All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by PROVIDER. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

#### **IV. CONFIDENTIAL WORK**

- 4.1 No reports, information, project evaluation, project designs, data, or any other documentation developed by, given to, prepared by, or assembled by PROVIDER under this contract shall be disclosed or made available to any individual or organization by PROVIDER without the express prior written approval of CITY, unless required by law or court order.
- 4.2 PROVIDER shall establish a method to secure the confidentiality of records and information that PROVIDER may have access to, in accordance with any applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's right of access to records or other information under this CONTRACT.
- 4.3 If PROVIDER receives inquiries regarding documents within its possession pursuant to this contract, PROVIDER shall immediately forward such request to CITY for disposition.

#### **V. TERMINATION**

- 5.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in Article I or earlier termination pursuant to any of the provisions of this contract.
- 5.2 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 contract shall automatically terminate as of the effective date of such prohibition.

#### **VI. NON-WAIVER**

- 6.1 Unless otherwise specifically provided for in this contract, a waiver by either party of a breach of any of the terms, conditions, covenants, or guarantees of this contract 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 contract, 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 contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. No act or omission by a party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **VII. INDEPENDENT CONTRACTOR**

- 7.1 PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant, or employee of City; that PROVIDER shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and PROVIDER, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venturers between CITY and PROVIDER. The parties hereto 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 PROVIDER under this agreement and that the PROVIDER has no authority to bind the CITY.
- 7.2 Regardless of where the work shall be performed, what supplies or resources are provided by CITY, what instruction or direction is provided by CITY, PROVIDER and those persons designated by it to provide services shall not be deemed employees of CITY and shall not be entitled to wages or benefits from CITY, other than the compensation provided herein.

## **VII. INDEMNITY**

- 8.1 PROVIDER 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 PROVIDER'S activities under this agreement, including any acts or omissions of PROVIDER, any agent, officer, director, representative, employee, PROVIDER or subcontractor of PROVIDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of city, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. In the event PROVIDER and CITY are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws for the state of Texas, without, however, waiving any governmental immunity available to city under Texas law and without waiving any defenses of the parties under Texas law.

8.2 The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PROVIDER shall advise the city in writing within twenty-four hours of any claim or demand against city or PROVIDER known to PROVIDER related to or arising out of PROVIDER'S activities under this agreement and shall see to the investigation and defense of such claim or demand at PROVIDER'S cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving PROVIDER of any of its obligations under this paragraph.

#### **IX. CHANGES AND AMENDMENTS**

9.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and PROVIDER.

9.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment, hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

#### **X. ENTIRE AGREEMENT**

10.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

#### **XI. SEVERABILITY**

11.1 If any clause or provision of this contract 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 Laredo, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract 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.

**XI. NOTICES**

- 12.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered, or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Laredo Fire Department  
616 E. Del Mar  
Laredo, Texas 78045

PROVIDER

Dr. Arturo Garza-Gongora  
7210 McPherson Rd., Ste. 120  
Laredo, Texas 78041

**XIII. LAW APPLICABLE**

- 13.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN WEBB COUNTY, TEXAS OR TRAVIS COUNTY, TEXAS, AS DETERMINED BY THE CITY AND THE PROVIDER AT THE TIME SERVICES ARE REQUESTED.
- 13.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN TRAVIS COUNTY, TEXAS.

**XIV. LEGAL AUTHORITY**

- 14.1 The signer of this contract for PROVIDER represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of PROVIDER and to bind PROVIDER to all of the terms, conditions, provisions, and obligations herein contained.

**XV. PARTIES BOUND**

- 15.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

**XVI. CAPTIONS**

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

EXECUTED IN DUPLICATE ORIGINALS on \_\_\_\_\_, 2025.

CITY OF LAREDO

Dr. Arturo Garza-Gongora, M.D.

\_\_\_\_\_  
Guillermo Heard, Fire Chief/EMC

\_\_\_\_\_  
Dr. Arturo Garza-Gongora, M.D.

\_\_\_\_\_  
Joseph W. Neeb, City Manager

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Joaquin Rodriguez  
Assistant City Attorney

*CERTIFIED:*

\_\_\_\_\_  
Mario I. Maldonado, Jr.  
City Secretary