

**AGREEMENT BETWEEN THE CITY OF LAREDO
AND **MARTHA LOUISE REYES, DVM** FOR PROFESSIONAL SERVICES AS
CITY OF LAREDO PUBLIC HEALTH MEDICAL DIRECTOR AND CITY OF
LAREDO HEALTH AUTHORITY DESIGNEE**

This Agreement is made and entered by and between **Reyes Veterinary Services, PLLC** whose address is **3127 Homer Drive Laredo, TX 78041** (hereinafter referred to as “Professional”) and the City of Laredo, Texas, a home rule municipal corporation (hereinafter referred to as “City”) to be effective from and after the date as provided herein for professional services as provided herein and to be appointed as the City of Laredo Health Authority.

WHEREAS, pursuant to Section 121.033 of the Texas Health and Safety Code, the City may appoint a specialized medical professional at the Doctorial level as the Health Authority for the City; and

WHEREAS, the City has appointed the Professional as its Health Authority Designee and desires to engage the services of the Professional on the terms and conditions provided in this Agreement; and

WHEREAS, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City as provided herein;

THEREFORE, the City hereby engages the services of Professional to act as the City of Laredo Health Authority, and in consideration of the mutual promises herein contained, the parties hereby agree as follows:

I. SCOPE OF WORK

1.01 Scope of Services as Health/Veterinary Authority. Services shall include, but are not limited to: establishing, maintaining, and enforcing quarantine orders; and advising and assisting with infectious disease control, suppression and prevention services, and general sanitation specific to zoonosis.

1.02 Scope of Services as City Veterinarian. The Professional agrees to work with LACS to provide the following services and implement progressive policies and programming at LACS in order to achieve our collective goal to increase live release, increase annual spay/neuters, and increase the overall standard of care for in the community and shelter.

- (a) Provide General healthcare, physical examinations, dentistry, vaccines and diagnostic laboratory procedures and analysis.
- (b) Professional and City, through the City’s Animal Service Director or designated agent, will be responsible for aiding in the oversight of medical euthanasia decisions specifically on an emergency basis.
- (c) Must be currently licensed to practice veterinary medicine in the State of Texas and provide a copy of medical license.

- (d) Provide all Certificates of Health for animals traveling to locations where needed.
- (e) Domestic/Companion Animal surgeries to include but not limited to anesthesia, laceration, wound repair, eye, spay/neuter, soft tissue, gastrointestinal and amputation.
- (f) Professional will provide training to LACS staff of all divisions and topics related to shelter medicine as well as active participation in creation of standard operating procedures.
- (g) Professional will evaluate animals involved in legal cases, document findings, and possibly be asked to testify in court.
- (h) Must provide proof of professional malpractice insurance coverage

II. TERM

The term of this Agreement shall be a period of one (1) year beginning January, 1st 2025, with option to renew one (1) one-year period. This Agreement is contingent on funding availability and both parties agreeing to enter a new contract; either party may terminate this Agreement by giving seven days' written notice to the other party.

III. COMPENSATION

3.01 Compensation. In consideration of the services to be rendered under this Agreement, including all expenses, the Professional shall be paid a fee not to exceed \$20,405.00 per month for an amount of \$244,860.00 annually. Professional shall invoice City of Laredo Public Health Department on a monthly basis. Reimbursement will be paid monthly upon receipt of an invoice. Such invoices shall be itemized to show services performed, expenses, and corresponding charges. Professional shall keep accurate records of their services and expenses incurred in the performance of this agreement and shall make the same available to the City of Laredo for inspection and processing upon five (5) days' notice thereof. These records shall be kept by Professional for three (3) years following the expiration of this agreement.

3.02 Fiscal Funding. Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City herein recognize that the continuation of any agreement after the close of any given fiscal year of the City of Laredo, which fiscal year ends on September 30th of each year, shall be subject to City Council approval. In the event that the City Council does not approve the fiscal year appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

3.03 Maximum Compensation upon Termination. In the event of termination by City with or without cause and subject to the terms listed in paragraph 3.02 herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, and shall not exceed the total amount due under this Agreement.

IV. OWNERSHIP OF DOCUMENTS

All information and other data given to, prepared or assembled by Professional under this Agreement, and other related items, shall become the sole property of City and shall be delivered to City without restriction on future use subject to any applicable laws regarding the privacy of health-related information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). Upon termination of this Agreement, Professional shall transfer, assign, and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material which is the subject of this Agreement, is copyrightable subject matter, Professional and City agree that for the purposes of this order, the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason determined not to be a work made for hire, then and in such event, Professional hereby assigns all right, title, and interest to said material to City. Any use by Professional of the information developed hereunder, whether for publication or for work with other clients, must receive prior written permission from City.

V. SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS

Professional agrees that neither this Agreement nor the work to be performed hereunder will be assigned, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the City. Professional further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Professional from its full obligations to the City as provided in this Agreement. This Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

Subject to the foregoing, to the extent reasonably necessary for the Professional to perform its duties hereunder, Professional may engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Professional shall be compensated only for actual expenses and fees for supplies and materials incurred by Professional in providing services to the City which are within the scope of work under this Agreement. The cost of the services of such agents or assistants shall be borne by the Professional at its sole cost and expense.

VI. EQUIPMENT AND FACILITIES

The City of Laredo Health Department will provide examination and surgical site on its premises at 5202 Maher Ave, Laredo, Texas for use by the Provider in treating and examining eligible animals for the above-mentioned program. Moreover, the facilities provided will contain the medical equipment and supplies needed to meet the program's ends.

VII. HOURS

Due to the nature of the service, days and times will be scheduled by the Animal Services Division as needed. At minimum twenty-four (24) hours per week will be set and a minimum of fifty percent focused on surgical performance. Professional must be available to respond at all times either remotely or on-site or designate a license veterinarian at own expense to aid in all emergency within a reasonable time frame.

VIII. INSURANCE AND CERTIFICATES OF INSURANCE

Professional shall not start work under this Agreement until Professional has obtained at Professional's expense all of the insurance required as listed in Exhibit A and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional. Certificates of Insurances shall be attached hereto as **Exhibit "A"** and incorporated herein.

IX. INSURANCE AND INDEMNIFICATION

PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL, AT ITS OWN EXPENSE, IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED

AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

X. INDEPENDENT CONTRACTOR

Professional covenants and agrees that he or she is an independent contractor and not an officer, agent, servant, or employee of City; that it 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 Professional its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Professional.

XI. CONTRACT TERMINATION

11.01 Termination. The parties agree that the City shall have the right to terminate this Agreement with or without cause and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Agreement upon thirty (30) days written notice to Professional with the understanding that all services being provided by Professional shall cease upon the date such notice is received.

11.02 Breach and/or Default. City reserves the right to terminate this contract immediately upon breach of any term or provision of this Contract by Professional; or if at any time during the term of this Contract, Professional shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work, or fail to perform any of its obligations under this Contract, then City shall have the right, if Professional does not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties thereof. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City.

11.03 Reimbursement. If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the Contract sum which has not therefore been paid to Professional hereunder, Professional shall be liable for and shall reimburse City for such excess.

XII. NOTICES

Notices under this agreement shall be in writing and shall be hand delivered or sent by registered mail or certified mail, return receipt request, postage prepaid, properly addressed, to the respective parties at the addresses set forth below in this agreement. Notice actually received shall be deemed for all purposes to have been in writing and shall, for all purposes, be deemed to have been fully given and received.

XXXXXXX, DVM
ADDRESS XXXXXXXXXXXX
Laredo, TX 78041

City of Laredo Health Department
Richard A. Chamberlain
DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health
2600 Cedar Avenue
Laredo, TX 78040

XIII. DISPUTE OR CONTEST

In the unlikely event that a dispute which is litigated or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this agreement the losing party shall bear the cost of the attorneys' fees incurred by the prevailing party and any and all costs applicable thereto.

XIV. CORPORATE AUTHORITY

If any party of this agreement is a legal entity, including, but not limited to, an association, corporation, joint venture, limited partnership, or trust, that party represents to the other that this agreement and the transactions contemplated in this agreement and the execution and delivery hereof have been duly authorized by all necessary corporate, partnership, or trust proceedings and actions including, but not limited to, actions on the part of the directors, officers, and agents of the entity.

Furthermore, a corporate party represents that all appropriate corporate meetings were held to authorize the aforementioned obligations and certified copies of all corporate meetings or minutes and corporate resolutions authorizing this transaction have been delivered to all parties to this agreement prior to or at the time of execution of this agreement.

XV. MEDICAID REIMBURSEMENT

Provider authorizes the Department to apply for a Medicaid/Medicare provider number for him/her; same to be used under the Department's Medicaid/Medicare group number, allowing the Department to bill Medicaid/Medicare for services provided to eligible Medicaid/Medicare clients on site. The provider number issued under this application does not contravene Providers private practice Medicaid/Medicare provider number. The provider further agrees to give notice to the Department of any change to his/her status (debarred, suspended, revoked, or exclusion) to participate in any federal grant programs during the term of this agreement.

XVI. COMPLIANCE WITH APPLICABLE LAWS

Professional shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations including all amendments and revisions thereto, which in any manner affect Professional's work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIMS RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Professional observes that the work is at variance, Professional shall promptly notify the City in writing.

XVII. PROHIBITED INTEREST

Professional agrees that it is aware of the prohibited interest requirements of the City Charter and City of Laredo Code of Ethics and will abide by same. Professional understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

XVIII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XIX. MISCELLANEOUS

19.01 Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

19.02 Agreement Interpretation. This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of the Agreement shall not be construed more favorably for either party.

19.03 Venue/Governing Law. The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Webb County, Texas. Exclusive venue shall lie in Webb County, Texas.

19.04 Severability. In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

EFFECTIVE ON JAN 1st, 2025.

City of Laredo Health Department

Richard A. Chamberlain,

XXXXXXXXXXXX, DVM

DrPH, MPH, CPHA, CPM, CHW, RS
Director of Public Health

Date: _____

Date: _____

EXHIBIT “A”

CITY OF LAREDO

INSURANCE PROVISIONS FOR PROFESSIONAL SERVICE CONTRACTS

The following insurance provisions shall provide additional clarification to the “INSURANCE AND INDEMNIFICATION” Section of the contract, and the Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain, until the work covered in the contract is completed and accepted by The City of Laredo, the minimum insurance coverages as follows:

1. Professional Liability insurance at minimum combined single limits of \$200,000 per-occurrence and \$600,000 general aggregate.
 - a. This coverage must be maintained for at least two (2) years after the project is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the contract (or earlier) must be maintained during the full term the contract.
2. The City of Laredo shall be named as an additional insured with respect to liability policies.
3. A waiver of subrogation in favor of the City of Laredo shall be contained in Worker’s Compensation and all liability policies.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Contractor may maintain reasonable and customary deductibles, subject to approval by the City of Laredo.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Laredo accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

1. City of Laredo shall be named as an additional insured on a primary and non-contributory basis, regardless of the application of other insurance, with respect to all liability coverages, except for the professional liability and workers’ compensation.
2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
3. A waiver of subrogation in favor of City of Laredo shall be contained in all applicable policies.
4. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage.
5. All insurance policies shall be endorsed to the effect that City of Laredo will receive at least sixty (60) days’ notice prior to cancellation or non-renewal of the insurance.
6. Insurance must be purchased from insurers that are financially acceptable to City of Laredo.

All insurance must be written on standard ISO or equivalent forms. Certificates of insurance shall be prepared and executed by the insurance company, or its authorized agent, shall be furnished to City of Laredo within five (5) business days of being notified of the award of the contract, and shall contain provisions representing and warranting the following:

1. Shall set forth all endorsements and insurance coverages according to requirements and instructions contained herein.
2. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Laredo.
3. Copies of all required endorsements must be attached to the certificate of insurance. The certificates of insurance must be updated and resubmitted to the City of Laredo to show renewal coverages, as applicable, at least thirty (30) days prior to expiration of any one or more policies.

Upon request, Contractor shall furnish City of Laredo with certified copies of all insurance policies.

All contractors and subcontractors must be meeting minimum OSHA safety requirements as applicable to their operations.