

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (the "Agreement") is made and entered into this day by and between the Williamson County Regional Animal Shelter (the "Shelter"), Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Melanie Thevis, D.V.M. (the "Vet").

WHEREAS, County will manage and operate a countywide regional animal shelter, which is more formally known as the Williamson County Regional Animal Control Shelter (the "Shelter");

WHEREAS, County desires to obtain professional veterinarian services for the spaying and neutering of animals at the Shelter and the administration of rabies vaccinations to animals at the Shelter;

WHEREAS, Vet has the professional ability and expertise to provide the Services;

NOW, THEREFORE, County and Vet agree to the performance of the professional services by Vet and the payment for these services by County as set forth herein.

SECTION I RETENTION OF THE VET

County agrees to retain Vet and Vet agrees to perform professional veterinary surgical services as stated in the Sections to follow.

SECTION II AGREEMENT PERIOD

The term for this Agreement shall commence August 4, 2015, and shall continue thereafter until September 30, 2015 (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will renew on the same terms on annual basis until either County or Vet terminate the Agreement upon sixty (60) days written notice to the other party ("Additional Term").

SECTION III SCOPE OF PROFESSIONAL SERVICES

Vet will provide spaying and neutering services, on an as needed basis, to animals belonging to the Shelter before they are released to adopters or post adoption if the adoption occurs prior to the surgery. Surgeries are to be performed on days mutually agreed upon by Vet

and Shelter staff, between the hours of 9:00 a.m. and 2:00 p.m. or other times mutually agreed on between shelter staff and Vet at the Shelter. In addition to providing the above referenced spaying and neutering services, the Vet shall also administer rabies vaccinations to all eligible animals at the Shelter. The County will provide the vaccines and the Shelter will be responsible for completing necessary paperwork relating to the Vet's vaccination of the eligible animals at the Shelter. The Vet will also provide euthanasia and medical assessment services, as requested by the Director, on an as needed basis. Each of the aforementioned types of services shall be collectively referred to herein as the "Services".

SECTION IV **FEEES AND FUNDING**

A. **Fee for the Initial Term.** A fixed fee of Four Hundred and No/100 Dollars (\$400.00) per surgical day will be paid to the Vet for a minimum of thirty-five (35) animals per surgical day. If the minimum number of animals cannot be scheduled, surgery will be cancelled by the Shelter with no less than 72 hours notice. If the number of animals scheduled for a surgical day exceeds thirty-five (35), the County shall pay Vet an additional fee of Fifteen and No/100 Dollars (\$15.00) for each animal that exceeds the said minimum thirty-five (35) animals per surgical day.

B. **Fee for the Additional Term.** The fee for any Additional Term shall be the same fee set forth above for the Initial Term unless such fixed fee is otherwise changed by a written amendment to this Agreement that is signed by both County and Vet.

C. **Restrictions:** The following restrictions shall apply to all Services performed by the Vet:

1. Animals must be deemed in reasonable health by the Vet before surgery is performed;
2. Animals must be eight (8) weeks of age or older; and
3. The Vet has the right to refuse to do surgery on any animal due to health concerns.

D. **Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Vet understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make fee payments under this Agreement.

E. **Payment, Interest and Late Payments.** County's fee payment for goods and Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one