

If to the County:

Judge Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to:

Cheryl Schneider
Director of Animal Services
Williamson County Regional Animal Shelter
855 S.E. Inner Loop
Georgetown, Texas 78626

If to the Vet:

Melanie Thevis, D.V.M.
2605 Estefania Lane
Round Rock, TX 78665

If an address change occurs by either party a written notice should be given to the other party.

Q. Independent Contractor. The parties acknowledge that Vet is a skilled professional Veterinarian who will be rendering professional services pursuant to this Agreement. Vet will use Vet's professional judgment and expertise to accomplish the details of Vet's work. Vet is, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Vet and the County. In this respect, Vet acknowledges and agrees that Vet shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, Vet acknowledges and agrees that Vet will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Vet shall pay all taxes, licenses, and fees levied or assessed on Vet in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Vet, Vet's agents, employees, and representatives. Vet agrees to require the same agreements of Vet's subcontractors and to be liable for any breach of any such agreements by any of Vet's subcontractors. Vet agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary

to pay on account of employees of Vet or Vet's subcontractors. Vet agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Vet.

R. Non-Appropriation. Notwithstanding any provision contained in this Agreement to the contrary, in the event no funds, or insufficient funds, are appropriated and budgeted by the County or are otherwise unavailable in any fiscal period or month for fee payments due under this Agreement, the County will notify the Vet as soon as practicable of such occurrence and this Agreement shall terminate on the last day of the fiscal period or month for which appropriations have been received or made, without penalty to the County.

S. Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. **NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.**

Signed, accepted, and agreed to by the undersigned parties, who execute this legal document within the authorities granted to them by respective entities, to be effective as of the date of the last party's signature below.

WILLIAMSON COUNTY, TEXAS

VET

By _____
Dan A. Gattis, County Judge

By: Melanie Thevis DVM
Melanie Thevis, D.V.M

Date: _____, 20____

Date: 7-23, 2015