

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County" and Taylor J. Tillery PLLC, a Doctor of Veterinary Medicine, hereinafter referred to as "Vet", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the County desires to engage the services of a Veterinarian "Vet" to provide spay and neutering services to the Collin County Animal Shelter, hereinafter referred to as the "Project"; and

WHEREAS, the Vet desires to render such services for the County upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Vet

The County hereby agrees to retain the Vet to perform services in connection with the Project; Vet agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

II. Scope of Services

2.1 The parties agree that Vet shall perform such services as are set forth herein and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Work for each year shall be preceded by a Purchase Order issued by County. The parties understand and agree that deviations or modifications in the form of written amendments may be authorized from time to time by the County.

2.2 The Vet shall advise the County with regard to the necessity for subcontract work to be performed hereunder.

III. Schedule of Services

3.1 The Vet agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion as described in the Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Vet shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Vet shall, within a reasonable time

of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Vet shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Payment will be made in accordance with Texas Government Code, Title 10, Subtitle F, Chapter 2251.

V. Information to be provided by the County

5.1 The County agrees to furnish to Vet, prior to the Vet's commencement of its services, all that information set forth and described on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Vet as required for the Vet's performance of its services. The Vet represents that it understands the scope of this Agreement and has reviewed and inspected the site, and can fully perform its obligations pursuant to this Agreement. Any failure of the Vet to acquaint itself with the available information will not relieve the Vet from its responsibilities pursuant to this Agreement.

VI. Meetings

Vet agrees to attend meetings with Animal Shelter and other meetings as may be required, related to the "Project" and scheduled by County.

VII. Insurance

Vet agrees to meet all insurance requirements as set forth on Exhibit "E" which is attached hereto and thereby made a part of this Agreement.

VIII. Indemnity

The Vet agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable Vet's fees and expenses, arising out of or occasioned by Vet's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Vet, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Vet is legally liable.

IX. Independent Contractor

In the performance of services hereunder, the Vet shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

X. Assignment and Subletting

The Vet agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Vet further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Vet from its full obligations to the County as provided by this Agreement.

XI. Audits and Records/Prohibited Interest

11.1 The Vet agrees that at any time during normal business hours, and as often as County may deem necessary, Vet shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Vet acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest with the County.

XII. Contract Termination

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Vet. In the event of such termination without cause, Vet shall deliver to County all items prepared by Vet in connection with this Agreement. Vet shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Vet shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

XIII. Complete Contract

13.1 This Agreement, including the exhibits hereto numbered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Vet.

13.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Vet by law with respect to the Vet's duties, obligations, and performance hereunder. The Vet's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Vet acknowledges that the County is relying upon the Vet's skill and experience in performing the services pursuant to this Agreement.

XIV. Mailing of Notices

Collin County
Attn: Purchasing Department
2300 Bloomdale, Suite 3160
McKinney, TX 75071

County agrees that all notices or communications to Vet permitted or required under this Agreement shall be addressed to Vet at the following address:

Taylor J. Tillery, PLLC
7601 Orvale Rd #8402
Plano, Texas 75024

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

XV. Miscellaneous

A. 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.

B. Interpret Contract Fairly

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

C. Venue/Governing Law

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

D. Parties Bound

County and Vet, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. 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.

F. Effective Date

This Agreement shall be effective on 4/1/13.

G. Term of Agreement

G. Term of Agreement

The term of this Agreement shall conform to the schedule as stipulated in Exhibit "B" attached herein. No other extension shall be authorized unless granted by written agreement between the County and Vet.

H. Observe and Comply

Vet shall at all times observe and comply with all federal and State laws and regulations and with all County rules and procedures which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Vet agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

I. Financial Interest in any Contract by Owner's Officers, Employees or Agents

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

WITNESS OUR HANDS AND SEALS on the date indicated below.

Date: _____

COLLIN COUNTY, TEXAS

By: Michalyn Rains
Michalyn Rains, CPPO, CPPB
Purchasing Agent
Court Order No. 2013-307-04-22

Date: 4/1/2013

TAYLOR J. TILLERY, PLLC

By: Taylor J. Tillery, DVM
Title: Owner + Veterinarian

ACKNOWLEDGMENT

STATE OF TEXAS }

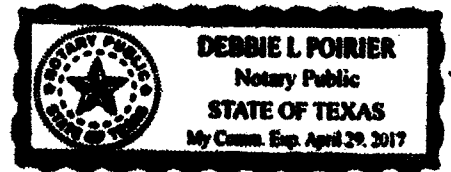
COUNTY OF Collin }

BEFORE ME, Debbie Poirier on this day personally appeared Taylor Tillery, of Taylor J. Tillery, a PLC Corporation, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of April, 2013.

Debbie L. Poirier
Notary Public, State of Texas

Debbie L. Poirier
Printed Name



My Commission expires on the 29th day of April, 2017.

STATE OF TEXAS }

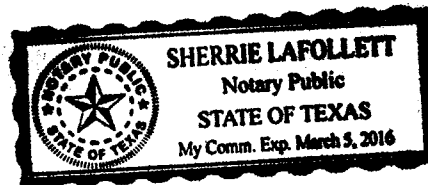
COUNTY OF COLLIN }

BEFORE ME, Sherrie LaFollett on this day personally appeared Michalyn Rains, CPPO, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23 day of April, 2013.

Sherrie LaFollett
Notary Public, State of Texas

Sherrie LaFollett
Printed Name



My Commission expires on the 5 day of March, 2016.

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work: The Vet shall perform spay and neutering services in connection with the Collin County Animal Shelter. The Vet shall only perform services on those animals selected and designated by Collin County.

The goal of this program is to have zero animals leave the shelter that have not been properly vaccinated and sterilized. The County will provide the supplies needed to perform the following services:

Dog Sterilization (spay or neuter)

Cat Sterilization (spay or neuter)

EXHIBIT "B"

SCHEDULE

Term of Contract will be through September 30, 2013. This contract may be extended for additional one (1) year periods, with a contract amendment executed by both parties.

EXHIBIT "C"

PAYMENT SCHEDULE

Invoices will be transmitted to the County on a monthly basis. Below is the fee schedule:

Dog Sterilization (spay or neuter):

Male or Female under 50 lbs: \$50.00

Male or Female 50-80 lbs: \$60.00

Male or female over 80 lbs: \$75.00

Cat Sterilization (spay or neuter):

Female: \$40.00

Male : \$30.00

**Additional spay and neuter fees that may be incurred. (Additional fees are at the discretion of the veterinary surgeon.)*

Females in heat: \$10.00

Female that is pregnant: \$15.00

Male dog or cat that has only one testicle descended: \$20.00

EXHIBIT "D"

INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Vet any and all information, data, etc. as it may have in its possession relating to the project described herein.

EXHIBIT "E"

INSURANCE REQUIREMENTS

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1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$500,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Personal Automobile Liability insurance shall be (\$100,000 each person Bodily Injury Liability, \$300,000 each accident, \$100,000 each accident property damage liability).

1.3 Professional Liability Insurance at minimum limits of \$500,000 per occurrence and \$1,000,000 general aggregate. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 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 vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.5 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.

RELEASE AND WAIVER AGREEMENT

STATE OF TEXAS)

COUNTY OF COLLIN)

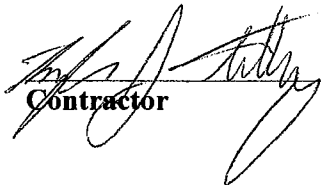
KNOW ALL MEN BY THESE PRESENTS:

1. That I, Taylor J. Tilley (hereinafter the "Undersigned") for and in consideration of being allowed (myself and employees) to work on-site in a Collin County facility, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby freely, irrevocably, fully and completely waive any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments and liabilities, that the Undersigned and/or their respective heirs, assigns, personal administrators, personal representatives, and next of kin, have, or which may hereafter accrue against Collin County and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not (hereinafter the "Released Parties"), growing out of or in any way related to or accrued as a consequence of working at or in a Collin County facility.

2. In consideration of being allowed to work in a Collin County Facility the Undersigned identified below, acknowledges, appreciates, and agrees that this can create a risk of injury, and the Undersigned knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of others, including claims arising out of the negligence of Collin County, and all their agents, attorneys, employees, officers and elected or appointed representatives and all other persons, firms, organizations, or corporations in privity therewith, whether named herein or not.

3. The Undersigned further represents and warrants they have carefully read the foregoing RELEASE AND WAIVER AGREEMENT, know and understand the contents hereof completely, that they agree to all terms herein, and signs the same as their own free will, act and deed.

Witness my hand this 1 day of April, 2013.


Contractor