

AGREEMENT NO. 2024-418
COLLIN COUNTY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by the authority of Commissioners Court as provided under Local Government Code Sec. 262.024 (4), DISCRETIONARY EXEMPTIONS, is entered into by and between Highlands-Eldorado Operating, LLC, herein referred to as "Vet" and Collin County, Texas.

STATEMENT OF WORK: The County desires to engage the services of a Veterinarian "Vet" to provide basic first aid, testing for diagnosis, and medication treatment services for the Collin County Sheriff's Office K-9. The services are as follows but not limited to verification of animal's health, perform basic first aid, administer vaccinations, perform skin scrapings, perform fecal tests, perform blood tests and prescribe medical treatment in connection with the Collin County Sheriff's Office K-9. The vet shall only perform services as requested. 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.

AWARD AND COMPENSATION FOR SERVICES: Provider will invoice the County monthly for the amount of provided services as described above by invoices to include all information as described below. No other expense or reimbursement shall be borne by Collin County unless stated herein. 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 "B" and thereby made a part of this Agreement.

- **INVOICES** along with a statement of work indicating the task completed shall be submitted monthly to appropriate department contact and address.
- **PAYMENT** will be made in accordance with the Government Code, Title 10, Subtitled F, and Chapter 2251.
- **SALES TAX:** Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement and commencement of services will begin upon Date of Award, and will remain in effect for a period of 1 year, with an option to renew for 3 annual renewals. This agreement may be terminated by either party with a thirty (30) calendar day written notice prior to any cancellation which must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to perform in accordance with terms and conditions of the agreement as stated herein.

MEETINGS: Vet agrees to attend meetings with Animal Shelter and other meetings as may be required, related to the Collin County Sheriff's Office K-9 project.

INFORMATION TO BE PROVIDED BY THE COUNTY: The County will make available to the Vet, any and all information, data, etc. as it may have in its possession relating to the project described herein. 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.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

ASSIGNMENT: The Provider shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent from Collin County.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the

parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

AUDITS AND RECORDS: The Provider agrees that at any time during normal business hours, and as often as County may deem necessary, Provider 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.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Local Government Code Title 5, Subtitled C, Chapter 171.

LIABILITY INSURANCE: Provider agrees to meet all insurance requirements as set forth in Exhibit A, which is attached hereto and thereby made part of this Agreement.

Highlands-Eldorado Operating LLC

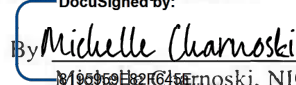
By: 

Title: Medical Director

Date: 10/29/24

Collin County, Texas

DocuSigned by:

By: 

Michelle Charnoski, NIGP-CPP, CPPB

Title: Purchasing Agent

Date: 11/19/2024

Court Order 2024-1227-11-18

EXHIBIT A
INSURANCE REQUIREMENTS

1.1 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) indicating the coverage to remain in force throughout the term of this contract.

1.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Advertising Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

1.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

1.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

1.1.4 **Professional/Errors & Omissions Liability** insurance with 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.

- Each Occurrence/Aggregate: \$1,000,000

1.1.5 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

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

1.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be for General Liability, Commercial Automobile Liability and Workers' Compensation.

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

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

1.2.4 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.

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

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

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

1.4 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:

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

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

EXHIBIT B
PRICE LIST
EFFECTIVE 10/01/2024



This document serves as a consent form and estimate for procedures to be performed on Estimate for POCollin County. This estimate only approximates the cost of this visit and does not include any treatments that may be deemed necessary as additional information arises during the course of diagnosis and treatment. However, we will contact you prior to instituting any treatments not included on this estimate, unless they are emergency / life-saving procedures. The following is a list of the treatments and/or supplies expected to be required during this visit and their approximate cost.

Procedure or Dispensed Item	Qty	Charge
Dog Wellness Examination		\$82.00
Heartworm Antigen Test		\$51.00
Rabies Canine 1 Year		\$31.00
Leptospirosis Booster		\$33.00
DA2PPV		\$48.00
Bordetella/Parainfluenza		\$34.00
Bordetella/Parainfluenza Semi-Annual		\$34.00
Canine Influenza H3N2 / H3N8 Vaccine		\$62.00
Canine Influenza H3N2/H3N8 Semi/Booster		\$62.00
Fecal Parasite Test (Canine)		\$46.00
Fecal Parasite Test (Canine)- SemiAnnual		\$46.00
Digital Radiographs		\$235.00
General Health Profile Bloodwork		\$339.00
ProHeart 51-75 LBS		\$188.84
ProHeart 76-100 LBS		\$198.84
Interceptor PLUS Dose 51-100# Blue	12	\$152.52
Credelio Blue 50.1-100#	12	\$301.55
Technician Time		\$54.00
Medications, Other Treatments		\$500.00
Police Canine Discount - 10%		10%
Total estimate charges...		\$2,498.75

Be assured that the health of Estimate for PO is our highest concern and we will do everything possible to maintain that health. In accordance with current standards of veterinary medical practice, we recommend an evaluation of the patient's hydration, metabolic, and organ function status prior to the induction of anesthesia. If anesthesia will be required for your pet, the appropriate pre-anesthetic testing for your pet's age and health status is required and is listed in the estimate above. If your pet is undergoing a surgical procedure, the above estimate may include postoperative paincontrol medication, either listed as "Rimadyl", "torbugesic", "Duragesic Patch", etc. The use of this medication is strongly recommended to help your pet avoid postoperative discomfort. Anesthesia and surgery involve inherent, manageable risks. In rare cases, emergency situations arise which require intensive life-saving efforts to revive a patient from anesthesia.