

EXHIBIT 1

CONTRACT 5626 INDEPENDENT CONTRACTOR AGREEMENT FOR VETERINARY STAFFING SERVICES

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is made and entered into as of the 9th day of September, 2014, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "CITY" and RSVP Services, Inc., with its corporate office at 2701 Hartlee Field Road, Denton, Texas 76208, hereinafter called "CONTRACTOR," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I EMPLOYMENT OF CONTRACTOR

The CITY hereby contracts with the CONTRACTOR, as an independent contractor, and the CONTRACTOR hereby agrees to perform the services herein in connection as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The CONTRACTOR is specially skilled and qualified to provide these services and desires to provide same under the terms and conditions set forth below.

The parties have conducted negotiations and as a result of these negotiations agree that **\$9360.00 per month, or \$90.00 per hour** is a just and reasonable fee for the performance or the services for a **Texas Licensed Doctor of Veterinary Medicine**, and **\$5234.67 per month, or \$30.20 per hour** is a just and reasonable fee for the performance or the services for a **Experienced Veterinary Technician** which are the subject of this contract. Additionally, the CITY shall pay an advanced, flat retainer fee in the amount of **\$6,000.00**. This fee shall be reconciled with the final bill, and utilized to off-set any final charges. For and in consideration of the professional services to be performed by the CONTRACTOR herein, the City agrees to pay a total fee, including reimbursement for direct non-labor expenses, not to exceed **\$700,000 over the three (3) year period.**

EXHIBIT 1

The fee(s) are to be paid to CONTRACTOR as services are rendered and invoiced per standard terms and conditions. Contract amount shall not exceed the total of purchase order(s) issued. The following requirements are stipulated below for the services:

Texas Licensed Doctor of Veterinary Medicine

- Three (3) shifts per week (M-W-F or T-Th-Sa Schedule)
- up to 8 hours per shift, minimum 24 hours per week
- not to exceed 156 shifts in a 365 day period

Experienced Veterinary Technician

- 40 hours per week
- not to exceed 2080 hours in a 365 day period

During the term of the Agreement the CONTRACTOR shall bill and the City shall reimburse the CONTRACTOR for all reasonable and approved out-of-pocket expenses for which are incurred in connection with the performance of the duties hereunder. Notwithstanding the foregoing, expenses for the time spent by CONTRACTOR traveling to and from City facilities shall not be reimbursable.

The CONTRACTOR and CITY acknowledge and agree that RSVP SERVICES, INC. is and shall be deemed to be an independent contractor for the services provided under this Contract. Further, because RSVP SERVICES, INC. is an independent contractor, the parties agree:

1. The City will make no withholding for taxes of any type from the fee agreed upon in Article IV. All taxes, including, but not limited to Social Security, unemployment, FICA or other monies owned to any State, Local or Federal governmental entity, including applicable penalties and interest, are to be paid by Contractor and are solely the liability of same. In the event a claim is made against City for payment of taxes, penalties or interest for or on behalf of Contractor, Contractor agrees to indemnify and hold harmless City of such damages, including costs and expenses.
2. City will not provide workers' compensation for Contractor for services performed pursuant to this Contract.
3. This is a non-exclusive contract. Contractor is free to advertise and provide his/her services to persons or entities other than the City. Further, City may use other contractors or its own employees to conduct the same services as Contractor.
4. Any insurance the City may have for its facility described above is solely for the benefit of the City. The City shall not be liable for injuries to property or persons (including death) which are the result of the activities of the Contractor. Contractor agrees he/she shall be liable for injuries to himself/herself or others caused by his/her own negligence, omissions, malfeasance, or intentional conduct. When applicable, for the services provided, contractor shall provide insurance for the activity as provided in the policies of the contract instructors program.

EXHIBIT 1

5. The Contractor represents that there are no legal impediments to enter into this contract and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest, or a right to use.
6. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly permitted to perform services for other parties while performing services for the City.
7. The Contractor shall not perform services for other parties, on or within City of Denton facilities.

ARTICLE II **SCOPE OF SERVICES**

The CONTRACTOR shall provide and perform the following services in a professional manner:

1. Licensed Doctor of Veterinary Medicine (DVM) Services

CONTRACTOR shall provide a Doctor of Veterinary Medicine (DVM), licensed by the Texas State Board of Veterinary Medical Examiners, on site for a minimum of twenty-four (24) hours per week at a minimum of three (3) non-contiguous days. This shall result in a schedule of Monday, Wednesday, and Friday or, Tuesday, Thursday, and Saturday. The DVM shall comply with the State of Texas Occupations Code, Title 4, Chapter 801, Subchapter A, more commonly referred to as the Veterinary Licensing Act, in the performance of this contract and duties. The DVM shall comply with the Texas Board of Veterinary Medical Examiners Rules of Conduct, Texas Administrative Code, Title 22, Part 24, and Chapter 573. The DVM shall also comply with all laws, policies, and procedures of the Federal Government, State of Texas, and the City of Denton in the performance of this contract and duties.

The CONTRACTOR shall provide a DVM which will be available to work at the facility during its regular operating hours (8:00 am until 6 pm). The CONTRACTOR shall provide a DVM to participate in an advisory panel to assist with designing and modifying protocols for treating animals at the City of Denton Animal Shelter. The CONTRACTOR shall be able to interface with the medical module of the City of Denton Animal Services ShelterPro software.

EXHIBIT 1

The CONTRACTOR and DVM shall be able to deliver the following services with the understanding that this list is not exhaustive and contingencies may arise:

Dog Package

- Spay or Neuter
- Rabies Vaccination (if too young-appointment to return for vaccination)
- Bordetella
- DHLPP
- First treatment for fleas and ticks
- First Month Heartworm Preventative
- Heartworm Testing (when applicable)
- First Treatment for Tape Worms, Hook worms, and Round worms
- Pre-Surgical pain medication
- Micro chip
- Parvo Virus Test (when applicable-this should be done prior to the other medical work if the veterinarian believes the animal may be sick)

Cat Package

- Spay or Neuter
- Rabies Vaccination (if too young- appointment to return for vaccination)
- FDRT
- First treatment for fleas and ticks
- First Treatment for Tape Worms, Hook worms, and Round worms
- Treatment for Ear Mites
- Micro Chip

Other services that may be provided include but are not limited to the following:

- Heartworm Treatment by weight
- Dental/Cleaning/Teeth Pulling
- Procedure for demodex and cercoptic mange treatment.
- Treatment and medication for Kennel cough
- Antibiotics for infection
- Packing ears for ear infection
- Ear Mite Medication and treatment

2. Experienced Veterinary Technican Services

EXHIBIT 1

CONTRACTOR shall provide an *Experienced Veterinary Technician* on site for a minimum of forty (40) hours per week at a minimum of five days. This shall result in a schedule of Monday-Friday; **or**, Tuesday thru Saturday. The *Experienced Veterinary Technician* shall be a graduate of an AVMA approved Veterinary Technology Program and/or greater than 2 years experience in the Veterinary field. The Experienced Veterinary Technician shall also comply with all laws, policies, and procedures of the Federal Government, State of Texas, and the City of Denton, in the performance of this contract and duties.

The CONTRACTOR shall provide an Experienced Veterinary Technician which will be available to work at the facility during its regular operating hours (8:00 am until 6 pm), as stipulated above. The LVT shall be able to interface with the medical module of the City of Denton Animal Services ShelterPro software.

The CONTRACTOR and Experienced Veterinary Technician shall be able to deliver the following services with the understanding that this list is not exhaustive and contingencies may arise:

- Act as the extra eyes, ears and hands for the veterinarian to ensure the best quality pet care and to maximize the veterinarian's productivity. Communicate with veterinarian, and all other associates to maintain the flow of patients. The technician shall understand the importance of each client and treat them with the highest level of care, competence, warmth, and professionalism.
- Provide professional, efficient and exceptional service at all times. This includes performing or preparing procedures that do not require veterinarian assistance, completing preparatory work for other procedures, ensuring that clients and pets are comfortable in the hospital, and monitoring hospitalized or surgical pets as allowed in the state practice acts.
- Duties pertaining to doctor support include patient care as assigned by the doctor, completing diagnostic tests and treatments ordered by the veterinarian, I.V. catheter placement, administering sedatives, assisting in surgical setup, performing anesthesia induction and monitoring, venipuncture, dentistry, patient care, assisting with exams, radiology, safe handling of animals and checking drug and vaccine dosing prior to administration and circulating in the Prep and Client Patient Service Coordinating areas. Tasks related to daily practice include equipment maintenance, general cleaning and organization, accurately filling prescriptions and inventory monitoring. The job requires some lifting and standing for extended periods, some weekend shifts and skills.
- Educate clients about Optimum Wellness Plans, client education and communication, client service, preventive care, pet health needs, hospital services and other issues.

EXHIBIT 1

- Obtain relevant information and history from clients and maintain proper and complete medical charts. Shall have strong organizational skills, attention to detail, and proficient in standard computer functions, and Microsoft Office products.
- Ensure the safety of pets, clients and associates by utilizing safe restraining techniques, following standard protocols, and maintaining clean, sterile and organized treatment areas, exam rooms and labs.
- Assist with surgery as applicable.
- Utilize technical skills to the fullest, within state practice acts and as outlined in the NAVTA guidelines for Experienced Veterinary Technician skills and duties.
- Mentor other staff in the facility.
- Other job duties as assigned.

3. Veterinary Practices Consultation and Reporting Requirements

The CONTRACTOR and DVM/Experienced Veterinary Technician shall also deliver the following services with the understanding that this list is not exhaustive and contingencies may arise:

A. Develop written methods and procedures for operating an independent sterilization and rabies vaccination program, with regards to:

- a. pre-surgical physical examinations to determine surgical qualification
- b. administering pre-surgery anesthetics
- c. surgical techniques
- d. post-operative recovery care and monitoring
- e. providing post-operative pain medication
- f. animal discharge care/complication instructions
- g. post-surgical inquires and/or complications related to sterilization surgery
- h. controlled drug control, inventory and record keeping

B. Identify what additional medical services are provided that may impact the sterilization of the animal. E.g. Umbilical hernias, neutering of male dogs and cats afflicted with Cryptorchidism, pregnant females, etc.

C. Identify the minimum sterilization age of an animal

D. Provide the number of dog and cat deaths by causes (e.g., anesthetic, hemorrhage, anaphylactic, etc.)

E. Provide statistics related to the number of dogs and cats sterilized and vaccinated for rabies

EXHIBIT 1

F. Ensure a DVM provides oversight after surgery to determine complications, and offer post operative care.

G. CONTRACTOR shall provide an annual report within fifteen days after the end of the calendar year which includes the number of cats and dogs sterilized (by age group as specified by the City of Denton), number of animals treated for parvo virus, and number of animals treated for kennel cough.

H. Working Paper and Rabies Vaccination Certificate Retention and Access to Working Papers and Rabies Certificates

1. All working papers or medical reports must be retained at the CONTRACTOR's expense. In accordance with Section 169.29 (c) of the Texas Administrative Code Title 25 Part 1.
2. A copy of each rabies vaccination certificate shall be retained and readily retrievable for a period of not less than five years from the date of issuance.
3. The CONTRACTOR shall be required to make working papers or medical reports available to the city upon request.

I. Full Shot Package: The full shot package is identified as in addition to the Rabies vaccination:

1. Dog- DHLPP and Bordatella
2. Cat- FVCRP and Fel/Aids

4. The CITY shall provide the following:

The City shall provide the surgical facility and equipment necessary for the above aforementioned services that are expected to be performed.

The City shall supply all necessary disposable medical and surgical supplies. The CONTRACTOR shall supply his or her personal protective surgical clothing, i.e. scrubs, footwear, headwear, etc.

X-Ray equipment shall not be provided by the City. X-Rays shall be performed offsite at the contracted regular or after business hours urgent/emergency veterinary care services facilities.

ARTICLE III **ADDITIONAL SERVICES**

Additional services to be performed by the CONTRACTOR, if authorized by the CITY, which are not included in the above-described Basic Services, are described as follows:

EXHIBIT 1

- A. During the course of the contract, as requested by CITY, the CONTRACTOR will be available to accompany CITY's personnel when meeting with the regulatory agencies. The CONTRACTOR will assist CITY's personnel on an as-needed basis in preparing reports, and providing general technical support for the CITY's compliance efforts.
- B. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by CONTRACTOR on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- C. Assist with preparing applications and supporting documents for government grants, loans and providing data for detailed applications.
- D. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or proceedings arising from the performance of this contract.
- E. The CONTRACTOR may also provide a DVM that can deliver unscheduled urgent care to animals coming into the City of Denton Animal Shelter during or after regular business hours when the in-house DVM is not on site. The cost of this service shall be in addition to the requirements of this contract agreement, and defined on the Exhibit A price sheet.

ARTICLE IV PERIOD OF SERVICE

This Contract shall become effective upon execution of this Agreement by the City and the CONTRACTOR, and shall remain in effect thru September 9, 2015, an initial one (1) year period. The City and the CONTRACTOR shall have the option to renew this contract for an additional two (2), one-year periods. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

Services undertaken pursuant to this contract will be required to commence within fourteen (14) days of delivery of a notice to proceed, or issuance of a City of Denton Purchase Order. Time is of the essence in this Agreement. The services shall be accomplished per the Scope of Services as identified in Exhibit A.

Renewal Periods:

1st Renewal – 09/09/15 – 09/08/16

2nd Renewal – 09/09/16 – 09/08/17

The CONTRACTOR shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the CITY, acting through its City Manager or his designee.

EXHIBIT 1

ARTICLE V COMPENSATION

Compensation Terms:

1. "Subcontract Expense" is defined as expenses incurred by the CONTRACTOR in employment of others in outside firms for services.
2. "Direct Non-Labor Expense" is defined as that expense for any assignment incurred by the CONTRACTOR for supplies, transportation, travel, communications, subsistence, and lodging away from home, and similar incidental expenses in connection with that assignment.

Billing and Payment: For and in consideration of the professional services to be performed by the CONTRACTOR herein, the City agrees to pay a total fee, including reimbursement for direct non-labor expenses, not to exceed **\$700,000 over the three (3) year period.**

Invoices shall be sent directly to the City of Denton Accounts Payable Department, 215 E McKinney St, Denton, TX, 76201-4299. It is the intention of the City of Denton to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided, if applicable, and must reference the City of Denton Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Partial payments to the CONTRACTOR will be made on the basis of detailed bi-monthly statements rendered to and approved by the City through its City Manager or his designee; however, under no circumstances shall any bi-monthly statement for services exceed the value of the work performed at the time a statement is rendered. Nothing contained in this Article shall require the City to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The City shall not be required to make any payments to the CONTRACTOR when the CONTRACTOR is in default under this Agreement.

It is specifically understood and agreed that the CONTRACTOR shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the City for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the City. The CONTRACTOR shall not proceed to perform the services listed in Article VI "Additional Services," without obtaining prior written authorization from the City.

ADDITIONAL SERVICES: For additional services authorized in writing by the City in Article VI hereinabove, the CONTRACTOR shall submit invoices for additional services and such invoices shall be due and payable upon submission by the CONTRACTOR with CONTRACTOR's regular bi-monthly statement as provided for hereinabove. Statements shall not be submitted more frequently than bi-monthly.

EXHIBIT 1

PAYMENT: If the City fails to make payments due the CONTRACTOR for services and expenses within thirty (30) days after receipt of the CONTRACTOR's undisputed statement thereof, the amounts due the CONTRACTOR will be increased by the rate of one percent (1%) per month, from and after the said thirtieth (30th) day, and, in addition, the CONTRACTOR may, after giving seven (7) days written notice to the City, suspend services under this Agreement until the CONTRACTOR has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require the City to pay the late charge of one percent (1%) set forth herein if the City reasonably determines that the work is unsatisfactory, in accordance with this Article VIII, "Compensation."

ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONTRACTOR will exercise reasonable care and due diligence in discovering and promptly reporting to the CITY any defects or deficiencies in the work of the CONTRACTOR or any subcontractors or SUB-CONTRACTORS.

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by the CONTRACTOR (and CONTRACTOR's subcontractors or SUB-CONTRACTORS) pursuant to this Agreement are instruments of service, and shall become the property of the CITY upon the termination of this Agreement. The CONTRACTOR is entitled to retain copies of all such documents.

ARTICLE VIII **INDEPENDENT CONTRACTOR**

CONTRACTOR and City acknowledge and agree that RSVP Services, Inc. is and shall be deemed to be an independent contractor for the services he/she provides under this Contract. Further, because RSVP Services, Inc. is an independent contractor, the parties agree:

1. The City will make no withholding for taxes of any type from the fee agreed upon in Article IV. All taxes, including, but not limited to Social Security, unemployment, FICA or other monies owed to any State, Local or Federal governmental entity, including applicable penalties and interest, are to be paid by CONTRACTOR and are solely the liability of same. In the event a claim is made against City for payment of taxes, penalties or interest for or on behalf of CONTRACTOR, CONTRACTOR agrees to indemnify and hold harmless City of such damages, including costs and expenses.
2. City will not provide workers' compensation for CONTRACTOR for services performed pursuant to this Contract.

EXHIBIT 1

3. This is a non-exclusive contract. CONTRACTOR is free to advertise and provide his/her services to persons or entities other than the City. Further, City may use other CONTRACTORS or its own employees to conduct the same services as CONTRACTOR.
4. Any insurance the City may have for its facility described above is solely for the benefit of the City. The City shall not be liable for injuries to property or persons (including death) which are the result of the activities of the CONTRACTOR. CONTRACTOR agrees he/she shall be liable for injuries to himself/herself or others caused by his/her own negligence, omissions, malfeasance, or intentional conduct. When applicable, for the services provided, CONTRACTOR shall provide insurance for the activity as provided in the policies of the contract instructors program.
5. The CONTRACTOR represents that there are no legal impediments enter into this contract and that this engagement does not violate the terms of any agreement between the CONTRACTOR and any third party. Further, the CONTRACTOR, in rendering [his or her] duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which [he or she] does not have a proprietary interest, or a right to use.
6. During the term of this agreement, the CONTRACTOR shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. The CONTRACTOR is expressly permitted to perform services for other parties while performing services for the City.
7. The CONTRACTOR shall not perform services for other parties, on or within City of Denton facilities.

This contract shall not render the CONTRACTOR an employee, partner, agent of, or joint venture with the City for any purpose. The CONTRACTOR is and will remain an independent CONTRACTOR in [his or her] relationship to the City. The City shall not be responsible for withholding taxes with respect to the CONTRACTOR's compensation hereunder. The City will make no withholding for taxes of any type from the fee agreed upon in Article IV. All taxes, including, but not limited to Social Security, unemployment, FICA or other monies owned to any State, Local or Federal governmental entity, including applicable penalties and interest, are to be paid by CONTRACTOR and are solely the liability of same. In the event a claim is made against City for payment of taxes, penalties or interest for or on behalf of CONTRACTOR, CONTRACTOR agrees to indemnify and hold harmless City of such damages, including costs and expenses. City will not provide workers' compensation for CONTRACTOR for services performed pursuant to this Contract. The CONTRACTOR shall have no claim against the City hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The CONTRACTOR agrees to retain control and to give full attention to the fulfillment of this Contract, and agrees this contract will not be assigned or

EXHIBIT 1

sublet without the prior written consent of the City.

ARTICLE IX **INDEMNITY AGREEMENT**

The CONTRACTOR shall defend, indemnify and hold harmless the City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Contract or caused by the negligent or intentional act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or invitees.

As a condition to the foregoing indemnity obligation, City shall provide CONTRACTOR with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim. CONTRACTOR shall be entitled to control the handling of any such claim, with full disclosure of any and all claims, and actions taken thereunder, to the City; and CONTRACTOR shall be entitled to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.

Nothing in this agreement shall be construed to create a liability to any person who is not a party to this Agreement and nothing herein shall waive any of the party's defenses, both at law or equity, to any claim, cause of action or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

ARTICLE X **INSURANCE**

During the performance of the services under this Agreement, CONTRACTOR shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an **A or above**:

A. The Contractor shall provided Comprehensive General Liability Insurance with bodily injury limits, liability, and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate. Contractor shall name the City of Denton as an Additional Insured on the Comprehensive General Liability policy. *Modified and Approved by City of Denton Risk Management.*

B. Automobile Liability Insurance with combined single limit bodily injury and property damage of not less than \$500,000 for each accident. *Waived by City of Denton Risk Management.*

C. The Contractor's Doctor of Veterinary Medicine is an independent contractor, and as such is not required to be covered by ~~worker's~~ workers' compensation insurance. The

EXHIBIT 1

Contractor's Experienced Veterinary Technician shall also not be covered by ~~worker's~~ workers' compensation insurance, but will be covered by the Contractor's accident policy, in accordance with Texas State Laws. Modified and Approved by City of Denton Risk Management.

D. The Contractor's Doctor of Veterinary Medicine shall obtain, and continue to maintain in full force and effect, a Professional Liability Insurance with limits of not less than \$1,000,000 combined single limit for liability and \$3,000,000 aggregate limit. The CONTRACTOR's Doctor of Veterinary Medicine shall furnish insurance certificates or insurance policies at the CITY's request to evidence such coverage's. Modified and Approved by City of Denton Risk Management.

E. The CONTRACTOR shall furnish insurance certificates or insurance policies at the CITY's request to evidence such coverages. CONTRACTOR shall endeavor to provide CITY with any cancellation or modification to its insurance policies. Required notices of any insurance changes shall be delivered to the City of Denton within 10 days of such change. Modified and Approved by City of Denton Risk Management.

ARTICLE XI

ARBITRATION AND ALTERNATE DISPUTE RESOLUTION

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution, such as mediation. No arbitration or alternate dispute resolution arising out of or relating to this Agreement, involving one party's disagreement may include the other party to the disagreement without the other's approval.

ARTICLE XII

TERMINATION OF AGREEMENT

The City may terminate this Agreement at any time by 30 working days' written notice to the CONTRACTOR. In addition, if the CONTRACTOR is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the City, or materially breaches provisions of this Agreement, the City at any time may terminate the engagement of the CONTRACTOR immediately and without prior written notice to the CONTRACTOR. In the event of termination for cause, the CONTRACTOR shall only receive payment for work satisfactorily performed, approved, and accepted by the City.

In the event of default of CONTRACTOR for any term or provision of this Contract, the City upon notice to the CONTRACTOR of such default, may terminate this Contract without further obligations or liability. In the event of termination for cause, the CONTRACTOR shall only receive payment, based upon a pro-rate basis, less any damages incurred by the City for the default. The parties hereto acknowledge that the services to be rendered by the CONTRACTOR under this contract and the rights and privileges granted to the City under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the

EXHIBIT 1

loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the CONTRACTOR of any of the provisions of this Agreement will cause the City irreparable injury and damage. The CONTRACTOR expressly agrees that the City shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by the CONTRACTOR. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the City may have for damages or otherwise. The various rights and remedies of the City under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

ARTICLE XIII **SAFETY and HAZARDS**

The CITY does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the CITY's facility. The CONTRACTOR shall be responsible for identifying any hazardous conditions and notifying the CITY of these conditions in writing no later than 30 days after contract award and prior to initiation of service delivery on the property.

All CONTRACTORs to the CITY are required to ensure absolute safety standards are applied and enforced. The CITY will not be responsible for individual contractor safety, and the awarded CONTRACTOR shall not hold the CITY responsible. Known hazards shall immediately be reported and all safety precautions shall be taken to prevent potential safety issues from occurring.

The CONTRACTOR shall at all times exercise reasonable precautions for the safety of participants and others on or near the CITY's facility and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

The CONTRACTOR shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any matter affect the CONTRACTOR or the work, and shall indemnify, defend and save harmless the CITY against any claim arising for the violation of any such laws, ordinances and regulations whether by the CONTRACTOR or its employees.

ARTICLE XIV **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

EXHIBIT 1

To CONTRACTOR:

RSVP Services, Inc.
Attn: Monica Hughes
2701 Hartlee Field Road
Denton, Texas 76208
800-256-4078

To CITY:

City of Denton
George Campbell, City Manager
215 East McKinney
Denton, Texas 76201
940-349-7100

All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XV **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVI **COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE XVII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, CONTRACTOR shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap. CONTRACTOR agrees that in connection with the services to be provided to City hereunder that it will comply with all applicable laws and regulations regarding employment discrimination applicable to CONTRACTOR.

ARTICLE XVIII **PERSONNEL**

All services required hereunder will be performed by CONTRACTOR. All personnel engaged in work shall have the necessary skills and experience, and shall be authorized and permitted under state and local laws to perform such services.

EXHIBIT 1

CONTRACTOR shall inform the City of any conflict of interest that may be discovered or arise during the term of this Agreement. CONTRACTOR shall complete and submit Exhibit B.

ARTICLE XIX **ASSIGNABILITY**

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the CITY.

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

ARTICLE XX **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXI **MISCELLANEOUS**

A. The following exhibits are attached to and made a part of this Agreement:

Exhibit A – Pricing Sheet

Exhibit B – Conflict of Interest Form

Exhibit C – CONTRACTOR Documentation

Exhibit D – Certificate of Insurance

B. The City shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater

EXHIBIT 1

occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice.

Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be the **DVM and Experienced Veterinary Technician**. However, nothing herein shall limit CONTRACTOR from using other qualified, licensed, and competent members of its firm to perform the services required herein.
- E. CONTRACTOR shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONTRACTOR shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the CITY.
- F. The CITY shall assist the CONTRACTOR by placing at the CONTRACTOR's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONTRACTOR to enter in or upon public and private property as required for the CONTRACTOR to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.
- H. Notwithstanding any other provision in this Agreement, Contractor shall not be liable or held responsible for any failure to perform or delays in performing its obligations under this Agreement, which result from circumstances or causes beyond CONTRACTOR's reasonable control, including, without limitation, acts or omissions or the failure to cooperate pursuant to this Agreement by City (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), fire or casualty, act of God, strike or labor disputes, war or other violence, or any law, order or requirement of any governmental agency or authority.
- I. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

EXHIBIT 1

ARTICLE XXII **COOPERATIVE PURCHASING/PIGGYBACK OPTION**

The contract will be available for use by **all governmental entities**, providing there is no conflict with any applicable statutes, rules, policies, or procedures. The governmental entities will have the option to use the pricing as agreed to within the resulting contract. Provided that other governmental entities are interested in ordering from the resulting contract, and other delivery locations are requested than originally agreed upon, the City of Denton and the awarded contractor will seek a mutual agreement for pricing to other locations.

Governmental entities will issue their internal purchase orders directly to the contractor(s), however, shall reference and cite the City of Denton contract number (RFP number) within the purchase order document.

After award, the contractor agrees to pay a service fee not to exceed the amount of **.50% of the dollar amount of all externally issued purchase orders generated** from use of this contract by cooperative agencies, and is negotiable depending upon the contractor's volume of sales. **For the purposes of responding to this RFP, the administrative fee of .50% shall be used in calculating the pricing specified in the pricing section.** The contractor further agrees to remit the service fee by check on a quarterly basis for the previous quarter spent through this contract, to Julia Klinck, Purchasing Coordinator at 901B Texas Street, Denton, TX 76209, on or by the Fifteen day of each month, following the end of the quarter. The Contractor shall also provided quarterly sales reports from the Contract awards and Purchase Orders issued from the Contract, for the purpose of billing and collecting the service fee, and for compiling required purchasing history. This report shall be sent to purchasing@cityofdenton.com on or by the tenth day of each month. The Contractor further agrees that the City of Denton shall have the right, upon reasonable written notice, to review the Offeror's records pertaining to purchases under this awarded contract to verify the accuracy of service fees charged to the Contractor

EXHIBIT 1

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement, consisting of 19 pages and 4 exhibits, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONTRACTOR has executed this Agreement through its duly authorized undersigned officer on this the 9th day of September, 2017.

CITY OF DENTON, TEXAS


GEORGE C. CAMPBELL, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: 

RSVP Services, Inc.


AUTHORIZED SIGNATURE, TITLE

WITNESS:


BY:  Corielle Hayley

EXHIBIT 1

Attachment A

Contract 5626 Pricing Information for Veterinary Medicine Services for the City of Denton

Services Proposal Pricing:

ITEM	WEEKLY MINIMUM HOURS	EST. ANNUAL HOURS	UOM	Type of Service Requested	HOURLY RATE	Estimated Yearly Cost of Service
1	3 shifts per week	156 shifts	up to 8 hour shift	In-house Texas Licensed Doctor of Veterinary Medicine (DVM) Services (Dr Charli Smith/RSVP relief doctors)	\$ 90.00	\$ 112,320.00
1a	0	-	HR	In-house Texas Licensed Doctor of Veterinary Medicine (DVM) Services (Additional Hours if needed)	\$ 150.00	\$ -
2	40	2,080	HR	In-house Veterinary Technician Services (Kristen Burkard/RSVP relief veterinary technicians)	\$30.20	\$ 62,816.00
2a	0	-	HR	Veterinary Technician, On site full-time (Additional Hours if needed)	\$48.00	\$ -
2	As Needed		HR	Off Site After Hours Emergency DVM Veterinary Care Services, as-needed basis only	See Tab for Detailed Pricing	
3	As Needed		HR	Off Site Urgent DVM Veterinary Care Services, during regular business hours	See Tab for Detailed Pricing	
Total Cost						\$175,136.00

RSVP has secured ER & daytime off site services at negotiated rates below standard customer prices.
Fee caps can be applied to these visits to control costs.

List of services	Price
Off-site veterinary services during business hours	
10% discount on services provided with initial cap at \$200 and second cap at \$400	
Animal Hospital on Teasley Lane	
Argyle Veterinary Hospital	
Off-site veterinary services after business hours	
10% discount on services provided with initial cap at \$500 and second cap at \$900	
Argyle Veterinary Hospital	
Center for Veterinary Specialty and Emergency Care	
North Texas Emergency Pet Clinic	
Flower Mound Emergency Pet Clinic	
Denton County Animal ER	

Exhibit B

Conflict of Interest Form

EXHIBIT 1

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

Date Received

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (Item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

4

Maico Hughes

Signature of person doing business with the governmental entity

8/13/2014

Date

Exhibit C

Contractor Documentation

EXHIBIT 1



City of Denton Purchasing
 901-B Texas St. Denton, TX 76209
 Phone: (940) 349-7100 Fax: (940) 349-7302
www.dentonpurchasing.com

Substitute W-9 Form

The IRS requires all vendors to complete a W-9 Form. The information on this form must be filled out, signed and submitted by a vendor representative. All information must be completed before a purchase order or payment will be issued.

Name as shown on your income tax return:

RSVP SERVICES, INC

Tax ID/Social Security #:

90-1029021

Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a US citizen or other U.S. person-for federal tax purposes as defined at the bottom of this page*.

Authorized Signature: L.A. Autwell

Printed Name: LINDA AUTWELL

Mailing Address:

Company Name: RSVP SERVICES INC

Email: MONICA.HUGHES@4RSVP.COM

Contact Name: MONICA HUGHES

Website: WWW.RELIEFVET.COM

Address: 2701 HARTLEE FIELD RD.
DENTON, TX 76208

Phone Number: 800-256-4078

Fax Number: 940-381-1847

Check appropriate box for federal tax classification (required):

☐ Individual/
Sole
Proprietor

☒ Corporation

☐ Partnership

☐ Limited
Liability
Corporation

☐ Other
Please specify: _____

Must designate C or S

☐ C

☒ S

☒ Exempt
Payee

Business Type :

☐ Real Estate
Rental/Lease (A-1)

☐ Equipment
Rental/Lease (A-9)

☐ Royalties (A-2)

☐ Medical/Health Care (A-6)

☒ Services Only (A-7)

☐ Merchandise-
Goods Only (A-7)

☐ Merchandise &
Services (A-7)

☐ Legal Firm/Attorney (A-C)

☐ Consultant/Prof
Fees (A-7)

☐ Proceeds from
Real Estate
Purchases (S)

Type of Organization:

☐ Minority
Owned

☐ Female Owned

☐ Non Profit

☐ Historically Underutilized
Business

*Definition of a U.S. Person-For Federal Tax purposes, you are considered a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident (b) a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States (c) an estate (other than a foreign estate), or (d) a domestic trust (as defined in Regulations Section 301.7701-7).

EXHIBIT 1

Vendor Information Not Required for W-9 Form

Remit Address (if different from above)

Company Name: SAME
Contact Name: _____
Address: _____

Email: _____
Phone Number: _____
Fax Number: _____

ACH Information-Voluntary

ABA Routing#: 111904817
Contact Name: LINDA AUTWELL
Bank Account#: 1173081
Bank Name: NORTHSTAR BANK OF TEXAS
ACH Email: LINDA.AUTWELL@4ACT.COM
ACH Email: _____
Phone Number: 940-220-0312
Fax Number: 940-381-1847

I (we) authorize the City of Denton to deposit payments into the checking account listed. The authority remains in effect until the City of Denton has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until the City of Denton has sent me written notice of termination of the agreement.

Vendor Signature Linda Autwell
Print Name/Title Controller
Date 8/6/14

List Products and/or Services Interested in Bidding:

For Internal Use Only

- ☐ New Vendor
☐ Vendor Change
☐ Refund

Vendor Number

Requesting Department: _____

Date: _____

Department Representative (Printed Name) _____

Purchasing Signature: _____

Date: _____

EXHIBIT 1

Exhibit D

Insurance Certificate



EXHIBIT 1 CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: FORT WORTH INSURANCE AGENCY INC
DELTA GENERAL AGENCY CORPORATION	PHONE (A/C, No, Ext): 817-292-2929
4848 LOOP CENTRAL DR	FAX (A/C, No): 817-294-9400
SUITE 1000	E-MAIL ADDRESS:
HOUSTON TX 77081	INSURER(S) AFFORDING COVERAGE
	INSURER A: SCOTTSDALE INSURANCE CO
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
INSURED	NAIC #
RSVP & ACT INC	41297
2701 HARTLEE FIELD RD.	
DENTON TX 76208	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPS1846518	09/25/2013	09/25/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ Excluded
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Denton
215 East McKinney Street

DENTON

TX 76201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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