



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ST. JOHN THE BAPTIST PARISH

AND

RANDI ADAMS BRECKENRIDGE, DVM
VETERINARY SERVICES

This Agreement is made and entered into on this 30th day of June, 2017 St. John the Baptist Parish Council, (hereinafter referred to as "PARISH", represented by Natalie Robottom, Parish President, and Randi Adams Breckenridge, DVM, 14494 Tiggy Duplessis Road, Gonzales, LA 70737 (985) 414-3367 (hereinafter referred to as ("Veterinarian") do hereby enter into this "Agreement" for Veterinary Services under the following terms and conditions.

SCOPE OF SERVICES

Veterinarian hereby agrees to provide Veterinary services for the East Bank Animal Shelter, as described in **Exhibit A: Statement of Work**.

PAYMENT TERMS

In consideration of the services described above, Parish hereby agrees to provide compensation to the Veterinarian in accordance with its fee scheduled listed in **Exhibit B: Fee Schedule**. All payments must be approved by the **Emergency Operations Center (EOC) Director** and the **Chief Financial Officer**. All deliverables, etc. shall be submitted to the **Emergency Operations Center (EOC) Director** and all approval and administration of this Agreement shall be through him.

INSURANCE

Veterinarian shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

MONITORING PLAN

This Agreement shall be monitored by the **EOC Director** as recommendations are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion and a review of invoices for accuracy prior to reimbursement of services, etc. The Veterinarian shall submit a monthly summary of activities.

TAXES

Veterinarian hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be Veterinarian's obligation. Veterinarian is required to provide a completed W-9 form prior to commencement of work.

TERMINATION OF CAUSE

Parish may terminate this Agreement for cause based upon the failure of the Veterinarian to comply with the terms and/or conditions of this Agreement, provided that Parish shall give the Veterinarian written notice specifying the Veterinarian's failure.

TERMINATION FOR CONVENIENCE

Parish may terminate this Agreement at any time by giving thirty (30) days written notice to the Veterinarian. The Veterinarian shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

OWNERSHIP

All records, reports, documents, maps, diagrams, and other material delivered or transmitted to Veterinarian by Parish shall remain the property of Parish, and shall be returned by Veterinarian to Parish, at Veterinarian's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Veterinarian in connection with the performance of the services contracted for herein shall become the property of Parish, and shall, upon request, be returned by Veterinarian to Parish, at Veterinarian's expense, at termination or expiration of this contract.

NON-ASSIGNABILITY

Veterinarian shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of Parish. This provision shall not be construed to prohibit the Veterinarian from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to Parish.

AUDITORS

It is hereby agreed that the Parish shall have the option of auditing all accounts of Veterinarian which relate to this contract.

TERM OF CONTRACT

This contract shall begin on **June 30, 2017** and shall terminate on **June 29, 2020 with an option to extend for three additional years.**

INDEMNITY

To the fullest extent permitted by law, Veterinarian shall indemnify and hold harmless the Parish and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Veterinarian

SEVERABILITY CLAUSE

If any one or more of the provisions contained in this contract shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this contract, and in such an event, this contract shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, consultant must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractor’s misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NOTICES

All notices or demands required to be given, pursuant to the terms of this Agreement shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the parties may substitute by written notice, by giving at least 7 days’ notice of such change.

If to Parish:	If to Veterinarian:
ATTN: Parish President St. John the Baptist Parish 1801 W. Airline Hwy. LaPlace, Louisiana 70068	Dr. Randi Adams Breckenridge, DVM 14494 Tiggy Duplessis Rd. Gonzales, LA 70737

EXCLUSIONS

Pursuant to Louisiana Revised Statute 38:2227, Veterinarian must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent federal crimes. Veterinarian must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, Veterinarian’s misapplication of payments, malfeasance in office, or their equivalent federal crimes within the (5) five years prior to submitting the proposal.

NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

Pursuant to Louisiana Revised Statute 38:2224 and Louisiana Revised Statute 23:1726(B), Veterinarian must certify that neither he, nor anyone acting on behalf of Veterinarian, either directly or indirectly, employed, paid nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this agreement other than persons regularly employed by Veterinarian. Veterinarian further affirms that no part of the contract price was paid or will be paid to any person, firm, association, or other organization for soliciting this contract, other than payment to person regularly employed by Veterinarian in the regular course of their employment duties for Veterinarian. Veterinarian further agrees that it will continue to properly classify each employee for unemployment compliance purposes.

E-VERIFY PROGRAM

Pursuant to Louisiana Revised Statute 38:2212.10, Veterinarian must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue

to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Veterinarian must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America

DISCRIMINATION CLAUSE

The Veterinarian agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

THUS DONE AND SIGNED AT Laplace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 30th day of June, 2017.

WITNESS :

Dianna Schenmayer

ST. JOHN THE BAPTIST PARISH

By: Natalie Robottom
Natalie Robottom

Title: Parish President

WITNESS :

Jeon Stewart

DR. Randi Adams Breckenridge, DVM

By: Randi Adams
Dr. Randi Adams

Title: Veterinarian

Exhibit A
STATEMENT OF WORK

The Veterinarian is responsible in providing Veterinary services for the East Bank Animal Shelter.

Veterinarian shall:

Provide services which include but are not limited to spay, neuter, amputation, eye enucleation, wellness check, minor surgery, heartworm treatment, euthanasia, Coggins testing, vaccinations, and diagnostics. Diagnostics include but are not limited to blood tests, fecal tests, parasite exams, X-rays, and other tests. The services listed include planning and pre-operation to recovery and follow up. Additional services include examining, evaluating, diagnosing, treating, and performing physicals on animals as needed.

All evaluations or services must be documented in detail in the animal's record, which shall include the date and time of the service performed, evaluation, description of service, treatment plan, prescriptions, and future treatment plans. Duties also include providing reports upon request. The veterinarian will provide evaluation and advice to the staff for animals suspected to be victims of cruelty or neglect, as well as participate in investigations, legal proceedings, and provide professional testimony in court.

Exhibit B
Fee schedule

PAYMENTS:

Parish hereby agrees to pay the Veterinarian \$60/hr. Additional compensation for emergency services will be \$90/hr. with a minimum 3 hour call out.

All invoices shall include an invoice number and Purchase Order number. Invoice Terms are NET 30 and will be processed within 30 (thirty) days following receipt of the invoice. All payments must be approved by the **EOC Administrative Officer, or designee.**

Exhibit C
INSURANCE REQUIREMENTS
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, LA 70068

CONSULTANT shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

- 1) Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000
- 2) Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Dept. /Legal Dept.
- 3) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.
- 4) No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

- 1) Contractual liability assumed by this agreement
- 2) Owner's and Contractor's Protective Liability (if Contractor is a General Contractor)
- 3) Personal and advertising liability
- 4) Completed operations
- 5) Medical payments

The limits for "B" above shall not be less than:

- 1) \$1,000,000 each occurrence limit
- 2) \$2,000,000 general aggregate limit other than products — completed operations
- 3) \$1,000,000 personal and advertising injury limit
- 4) \$1,000,000 products/completed operations aggregate limit
- 5) \$50,000 fire damage limit
- 6) \$5,000 medical expense limit (desirable but not mandatory)
- 7) \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.
- 8) St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.
- 9) Some contracts may require Protection and Indemnity coverage. This should be verified with Insurance Dept./Legal Dept.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the CONSULTANT.

The limits for "C" above shall not be less than:

- 1) \$1,000,000 CSL
- 2) St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.

- D) Professional Liability Insurance covering the Wrongful Acts of those professional firms and individuals performing services for St. John the Baptist Parish. Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

- 1) \$1,000,000.00
- 2) WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the certificate.

OTHER SPECIFIC COVERAGES RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED.

CERTIFICATES

Prior to starting the work, the CONSULTANT shall deliver to the Director of Purchasing & Procurement, 1801 West Airline Highway, LaPlace, LA 70068 certificates evidencing that the insurance required is in effect. Such certificates shall provide that the Insurer shall give the Owner thirty (30) days written notice of any material change in or cancellation of such insurance.

LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

June 28th, 2017

Division A

Larry Sonapuria, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B

Jaelyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, June 27th, 2017.

“Councilman Perrilloux moved and Councilman Becnel seconded the motion to grant administration authorization to enter into an agreement with Dr. Randi Adams Breckenridge for Veterinary Services. The motion passed with Councilwoman Hotard and Councilman Wright absent.”

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

CERTIFICATION

District III

Lemix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 27th day of June, 2017.

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

June 28th, 2017


Jackie Landeche
Council Secretary
St. John the Baptist Parish Council

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282

**Veterinary Professional Liability
Insurance Policy
Certificate of Insurance**



This policy provides occurrence coverage. Please review the policy carefully.
ITEM 1: Insured by the stock company below and hereinafter called the Company
Zurich American Insurance Company

U-VPL-103-A-CW (07/04)

ITEM 2: Named Certificate Holder, member number, IRC, and address

Randi L. Adams, DVM
14494 Tiggy Duplessis Rd.
Gonzales, LA 70737

Master Policy Number: EOL 5241302 -12
Certificate Number: VETPRO039007

**FOR INFORMATION OR TO FILE A CLAIM
PLEASE CALL (800) 228-7548**

ITEM 3: Policy Period

From: 01/01/2017
To: 01/01/2018

12:01 am Standard time at the address of the Named Certificate Holder as stated herein

ITEM 4: Limits of Liability

Each claim: \$ 1,000,000
Aggregate: \$ 3,000,000

<u>Member Name</u>	<u>Member No.</u>	<u>IRC</u>	<u>Class</u>
Randi Adams	242122	17	IV

ITEM 5: Premium and coverage summary

Primary Professional Liability \$238.00

TOTAL DUE: \$238.00

ITEM 6: Forms Attached at Issuance:

U-VPL-100-A CW (07/04); U-VPL-103-A CW (07/04); U-GU-1041-A (03/11); U-VPL-118-B LA (03/11); U-VPL-176-A LA (01/06); U-GU-319-F (01/09)

ITEM 7: Schedule of Plan Numbers and location(s) for Professional Extension

Endorsement (Animal Bailee) / Embryo and Semen Storage (if purchased):
For additional locations, please see the attached page

<u>Location Number/Address</u>	<u>Extension Plan</u>	<u>Embryo Plan</u>

ITEM 8: Veterinary Professional Liability Regulatory Action License Defense Coverage endorsement (if purchased):

Limit:

Authorized Signature

Neil R. Hughes, President
HUB International Midwest Limited

This Certificate of Insurance is issued off the Master Policy held by the American Veterinary Medical Association (AVMA) Professional Liability Insurance Trust. By acceptance of this policy the **Named Certificate Holder** agrees that the statements in the certificate and the application and any attachments hereto are the **Named Certificate Holder's** agreements and representations and that this policy embodies all agreements existing between the **Named Certificate holder & the Company** or any of its representatives relating to this insurance.

Notice to the Company: Zurich North American-Specialties Claims
Attn: Professional Liability Claim Department
P.O. Box 307010, Jamaica, NY 11430-7010

