

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (herein "**Agreement**") is made effective and entered into as of the 22nd day of February 2016 by and between the TOWN OF COLLIERVILLE, TENNESSEE, a Tennessee municipal corporation (herein the "**TOWN**"), and DR. REBECCA COLEMAN, a doctor of veterinary medicine licensed to practice such profession in the State of Tennessee (herein the "**VETERINARIAN**").

WITNESSETH:

WHEREAS, the TOWN desires to retain a veterinarian to provide medical treatment ("**Treatment**") for all domesticated animals that fall under the care, custody, or control of the TOWN'S Animal Services Department and are housed within the TOWN'S Animal Shelter (the "**Shelter**"), (Treatment sometimes referred to herein as the "**Services**"), and

WHEREAS, a competent veterinarian will be required for the Services, and

WHEREAS, the Services are of a distinct and non-competitive nature, and

WHEREAS, the VETERINARIAN is duly licensed by the State of Tennessee to practice veterinary medicine and has the requisite experience, abilities and resources to perform the Services, and

WHEREAS, the VETERINARIAN desires to enter into this Agreement as an independent contractor and is ready, willing and able to provide the Services in accordance with the terms of and subject to the conditions in this Agreement.

NOW, THEREFORE, for good and valuable consideration, received or to be received, the sufficiency of which the parties acknowledge, the parties agree as follows:

1.00 SCOPE OF AGREEMENT

- A. VETERINARIAN agrees to provide general medical practice, as described in Exhibit A attached hereto and incorporated herein by reference; in regard to the health of all domesticated animals as required by the Animal Services Supervisor or his/her designate on a timely basis. This practice may include, but not be limited to, the administration of controlled vaccinations i.e.: rabies, testing for disease, spay/neuter surgeries, diagnosis of illness or injury, basic surgery and in some cases, euthanasia.
- B. The VETERINARIAN agrees to perform the Administrative Duties, as described in Exhibit B attached hereto and incorporated herein by reference and to provide consultation to the Animal Services Supervisor or his/her staff as needed and to make him/herself available for emergencies involving the spread of disease within the shelter.

- C. VETERINARIAN acknowledges that the Services performed under this agreement will be performed using the TOWN'S equipment at the TOWN'S Animal Shelter, and at hours and times as determined by the TOWN.
- D. VETERINARIAN acknowledges that all Services to be performed hereunder, including, but not limited to, Treatment provided to animals in volunteer foster homes or animals transported to the Shelter by the members of the Animal Services Department staff, shall be performed at the Shelter.
- E. VETERINARIAN is engaged in providing these types of services for persons or entities other than the TOWN, and the VETERINARIAN is not required to provide Services exclusively to the TOWN during the term of this Agreement.
- F. VETERINARIAN understands and agrees that should more than one contract provider be selected to provide the same services as provided for herein, the utilization of all contract providers, including VETERINARIAN, shall be determined on a rotating basis with consideration given to the availability of scheduling said services to be provided.

2.00 TERM AND TERMINATION

The period of this Contract shall be for twelve (12) months, beginning on February 22, 2016 and ending on February 21, 2017. This Contract may be extended by the TOWN for two (2) additional successive twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months, by written notice to the VETERINARIAN given at least thirty (30) days before the expiration of the term then in existence. VETERINARIAN may terminate this Agreement at any time by giving the TOWN written notice of not less than sixty (60) days. The TOWN may terminate this Agreement at any time in the event that the VETERINARIAN violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement. Upon termination, the VETERINARIAN shall be entitled to compensation for services performed prior to such termination, and both parties shall be relieved of any and all duties and obligations under this Agreement.

3.00 CONFLICT OF INTEREST

The VETERINARIAN declares that neither the Mayor, nor any Aldermen, nor any other TOWN official holds a direct or indirect interest in this Agreement. The VETERINARIAN pledges that he/she will notify the TOWN in writing should any TOWN official become either directly or indirectly interested in this Agreement. The VETERINARIAN declares that as of the date of this declaration that he/she has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the TOWN, or to pay anyone else for the benefit of any official or employee of the TOWN, any sum of money or other thing of value for aid or assistance in obtaining this Agreement. The VETERINARIAN further pledges that he/she will not give or donate or promise to give or donate, directly or indirectly, to any official or employee of the TOWN, or anyone else for the benefit thereof, any sum of money or other thing of value for aid or assistance in obtaining any change order to this Agreement.

4.00 VETERINARIAN'S LICENSING

The VETERINARIAN certifies that he/she presently is, and shall continue to be throughout the Term, licensed to perform the Services.

5.00 DISPUTES

Any dispute concerning a question of fact in connection with the Services not disposed of by agreement between the TOWN and the VETERINARIAN shall be referred to the Town Administrator, or his duly authorized representative, whose decision regarding such disputed question of fact shall be final and binding.

6.00 COMPLIANCE WITH LAWS

The VETERINARIAN agrees to observe and to comply at all times with all applicable Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and to comply with all instructions and orders issued by the TOWN regarding the Services.

7.00 COMPENSATION

The TOWN agrees to pay the VETERINARIAN monthly based upon actual services rendered at the agreed upon amounts in Exhibit A and Exhibit B attached hereto and incorporated herein by this reference, and billed to the TOWN with an itemized invoice in any given month period. TOWN shall have no obligation to make any payments until such time as TOWN accepts VETERINARIAN'S performance as satisfactory. All payments under this Agreement shall be made to the trade or business name, if applicable, of VETERINARIAN. The VETERINARIAN will submit invoices monthly, which will describe the Services performed pursuant to this Agreement during the prior month. Invoices will be mailed to Accounts Payable, 500 Poplar View Parkway, Collierville, TN 38017, and they will be reviewed by the Animal Services Supervisor who will submit them to the Finance Department for payment upon his/her approval. Invoices shall provide detail of VETERINARIAN'S performance of Services sufficient to the TOWN'S requirements. Upon request, VETERINARIAN shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof.

8.00 CONTROL

All Services are to be performed in accordance with established professional standards applicable to the practice of veterinary medicine and in accordance with the established customs, practices, standards and procedures of the TOWN, except as such might not be consistent with established professional standards applicable to the practice of veterinary medicine.

9.00 REIMBURSEMENT FOR EXPENSES

The VETERINARIAN shall not be reimbursed for any expenses, unless such expenses are authorized in writing by the TOWN before the VETERINARIAN incurs any such expenses. Subject at all times to the requirement that the VETERINARIAN must seek the TOWN'S prior

approval of any expenses, in no event shall VETERINARIAN charge the TOWN any amount for any expense which exceed the amount paid by VETERINARIAN for such expenses.

10.00 CLAIMS, LIABILITY, INDEMNITY AND INSURANCE

- A. The VETERINARIAN shall assume all risk in connection with VETERINARIAN'S performance of this Agreement, and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the VETERINARIAN, his/her agents, servants, and/or employees in connection with the prosecution and completion of the Services. The VETERINARIAN agrees that he/she will indemnify and hold the TOWN and its past, present and future elected officials, officers, directors, agents, counsel and employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by the TOWN arising from the negligent or willful acts, errors, or omissions of the VETERINARIAN, his/her agents, servants and/or employees in the performance of this Agreement, and the VETERINARIAN will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of this Agreement.
- B. The VETERINARIAN shall provide types and amounts of insurance coverage show in the certificate of insurance attached hereto as Exhibit C and incorporated herein by reference. Further, the VETERINARIAN shall name the TOWN as an additional insured under such insurance policies and shall furnish evidence of the same to the TOWN.
- C. VETERINARIAN shall comply with state and federal requirements pertaining to Workmen's Compensation insurance and employee liability insurance. VETERINARIAN acknowledges that he/she and any of his/her employees are not entitled to unemployment insurance benefits from the TOWN and that the TOWN will not pay for or otherwise provide such coverage to VETERINARIAN or any of his/her employees.

11.00 EQUAL EMPLOYMENT OPPORTUNITY

In carrying out his professional services under this Agreement, the VETERINARIAN shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The VETERINARIAN shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to, the following: employing; upgrading; demoting; or transferring; recruiting or paying recruitment compensation; and selecting for training, including apprenticeships.

12.00 APPROPRIATION OF FUNDS

All payments made by the TOWN under this Agreement shall be made from funds appropriated by the TOWN. Any failure to obtain a sufficient appropriation of funds to make payments hereunder shall automatically terminate this Agreement without penalty to the TOWN.

13.00 RELATIONSHIP

The parties understand and agree that VETERINARIAN is an independent contractor and that VETERINARIAN is not an employee, agent or servant of the TOWN, nor is VETERINARIAN entitled to TOWN employment benefits. VETERINARIAN UNDERSTANDS AND AGREES THAT VETERINARIAN IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND THAT VETERINARIAN IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, VETERINARIAN agrees that:

- A. VETERINARIAN does not have the authority to act for the TOWN, or to bind the TOWN in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the TOWN; and
- B. VETERINARIAN has and hereby retains control of and supervision over the performance of VETERINARIAN'S obligations hereunder and control over any persons employed by VETERINARIAN for performing the Services hereunder; and
- C. VETERINARIAN will not combine its business operations in any way with the TOWN'S business operations and each party shall maintain their operations as separate and distinct.

14.00 VETERINARIAN RESPONSIBILITIES

In addition to all other obligations contained herein, VETERINARIAN agrees:

- A. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the TOWN; and
- B. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to VETERINARIAN as employer.

15.00 GENERAL PROVISION

- A. Notices. All notices, requests, consents, approvals, written instructions, reports or other communication by the VETERINARIAN, under this Agreement, shall be in writing and shall be deemed to have given or served, if delivered or if mailed by certified mail, postage prepaid or hand delivered to the parties as follows:

Rebecca Coleman, DVM c/o Collierville Animal Services Supervisor Town of Collierville Animal Shelter 603 E. South Street Collierville, TN 38017	Director of General Services Town of Collierville 500 Poplar View Parkway Collierville, TN 38017
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Either party may change the address to which notices, requests, consents, approvals, written instructions, reports or other communications are to be given by a notice of change of address given in the manner set forth in this paragraph A.

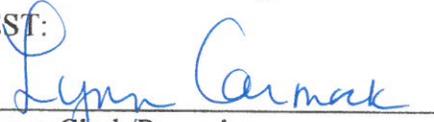
- B. This Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either the TOWN OF COLLIERVILLE or the VETERINARIAN because of any breach hereof or because of any terms, covenants, agreements or conditions contained herein.
- C. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.
- D. Attorney's Fees. If an action is brought to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees.
- E. Assignment of Work. The work and services required of the VETERINARIAN are personal and shall not be assigned, sublet or transferred without the TOWN'S prior written consent. This shall not prohibit the VETERINARIAN from employing qualified personnel who shall work under its supervision.

[Signatures to follow on next page]

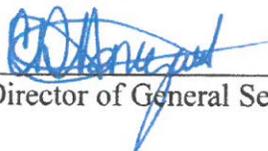
WITNESS THE DUE EXECUTION HEREOF.

**TOWN OF COLLIERVILLE,
TENNESSEE**

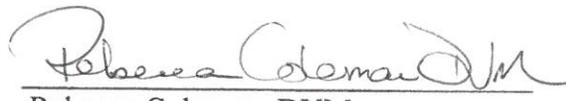
By: 
Stan Joyner, Mayor

ATTEST: 
Town Clerk/Recorder

APPROVED AS TO FORM AND
CONTENT:

 2-2-2016
Director of General Services

VETERINARIAN:


Rebecca Coleman, DVM

VETERINARIAN'S Mailing Address:
4493 Sequoia Rd.
Memphis, TN 38117

VETERINARIAN'S Telephone Number:
(901) 378-1107 901 503-9176

VETERINARIAN'S Facsimile Number:
() None

Exhibit "A"

The VETERINARIAN shall provide Treatment to all domesticated animals that fall under the care, custody or control of the Town's Animal Services Department and are housed within the Shelter, volunteer foster homes or in transport by the members of the Animal Services Department staff, as scheduled, at the rate of two hundred dollars 00/100 (\$200.00) per half day or four hundred dollars 00/100 (\$400.00) per full day, dependent on surgical or medical needs of the Animal Services Department. For purposes of this Agreement, performance of Services by the VETERINARIAN on any one day for a period of four hours or less shall constitute a half day. If the VETERINARIAN provides Services on any one day for a period of more than four hours, this shall constitute a full day for purposes of the Agreement. The day of Treatment shall be determined by the Town's Animal Services Supervisor, in consultation with the VETERINARIAN. During such visits by the VETERINARIAN, the following Treatment shall be performed, as needed:

- 1) Routine treatment for all domesticated animals:
 - a) Administration of necessary vaccinations, medications, and medical care;
 - b) Administer repeat vaccinations;
 - c) Spay/neuter of all adoptable dogs, puppies, cats and kittens;
 - d) Euthanasia of unadoptable dogs, puppies, cats and kittens; and
 - e) Conduct a health screening of each incoming animal sufficient to evaluate each animal's overall health and condition.

- 2) Other routine duties and requirements:
 - a) Monitor Town's Animal Services staff while administering rabies vaccines;
 - b) Educate staff and surgery volunteers on general medical procedures;
 - c) Must be aware of and compliant with all humane standards established by NACA, ASPCA, and HSUS for the treatment of all animals;
 - d) Support the spay/neuter program for low-income applicants;
 - e) Must not be involved with persons or businesses that support suffering of animals such as treatment of fighting dogs, puppy mills, and research facilities;
 - f) Keep Animal Services staff and volunteers informed of new animal care practices;
 - g) All visiting veterinarian and veterinarian students must be approved by the Town's Animal Services Supervisor prior to the visit;

- h) Absolutely no veterinarian students with less than 3 years training will be allowed to perform medical procedures on Shelter animals; and
- i) Will assist the Town's Animal Services Supervisor in acquiring the required medicines and will complete the required paperwork for such acquisitions.

3) Compensation for Treatment:

- a) \$200.00 per half day or \$400.00 per full day for performing medical treatment including surgeries on all animals falling under the care, custody, or control of the Town's Animal Services Department; and
- b) For purposes of this Agreement, performance of Services by the VETERINARIAN on any one day for a period of four hours or less shall constitute a half day. If the VETERINARIAN provides Services on any one day for a period of more than four hours, this shall constitute a full day for purposes of this Agreement.

Exhibit "B"

The VETERINARIAN shall provide the Administrative Duties at the Shelter and the TOWN shall compensate the VETERINARIAN for the Administrative Duties as follows:

- 1) Administrative Duties:
 - a) Purchasing of all narcotics and inventory of all drugs, medications, and vaccines for animals housed at the Shelter;
 - b) Processing of all documentation necessary for the use of narcotics on animals housed at the Shelter;
 - c) Providing necessary training to staff of the Shelter for storing and using narcotics, drugs and medical supplies for Treatment;
 - d) Maintaining all United States Drug Enforcement Administration and similar state agency certifications related to the furnishing of Treatment at the Shelter, with the fees for such certifications to be paid by the TOWN after the presentation of a written statement for such fees to the TOWN by the VETERINARIAN.
- 2) In return for the VETERINARIAN'S performance of the foregoing Administrative Duties, the TOWN shall compensate the VETERINARIAN \$300.00 per month for each month during the Term in which the VETERINARIAN performs the Administrative Duties.

Exhibit "C"
Certificate of Insurance
(To be attached)

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



ZURICH

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

Rebecca Coleman, DVM
4493 Sequoia Rd
Memphis, TN 38117

Master Policy Number: **EOL 5241302 -11**
Certificate Number: **VETPRO019553**

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

ITEM 3: Policy Period

From: 01/01/2016
To: 01/01/2017

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>
Rebecca Coleman	121940	17	IV

ITEM 5: Premium and coverage summary

Primary Professional Liability	\$222.00
Veterinary License Defense	\$85.00

TOTAL DUE: \$307.00

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-145-A TN (10/04); U-GU-830-A TN (07/09); U-VPL-102-B CW (06/11); 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: \$ 25,000

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