AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA AND

JULIE ANNE CORDA, DVM

RFP 13-0031

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Julie Anne Corda , DVM, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP), #13-0031, for veterinary services for large and small animals at the Lake County Animal Services Facility located at 28123 County Road 561, Tavares; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide veterinary services for large and small animals at the Lake County Animal Services Facility located at 28123 County Road 561, Tavares, as specifically set forth herein **Exhibit A**, known as the Statement of Work, attached hereto and incorporated herein by reference. Services not specifically identified in **Exhibit A** may be added upon mutual consent of the parties. Any changes in services shall be negotiated between parties.

2.2 This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the COUNTY. Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the sole option to renew this Agreement for four (4) additional twelve (12) month periods. The COUNTY reserves the unilateral right to extend this Agreement ninety (90) calendar days beyond the Agreement period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement of the COUNTY and CONSULTANT. Exercise of the extension periods requires the prior approval of the County's Director of Procurement Services. The

Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised. Continuation of the Agreement beyond the initial term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

2.4 CONSULTANT agrees that this shall be an open quantity contract. The COUNTY shall not guarantee to the CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion, cost for services, etc., that the COUNTY reserves the sole right to procure another consultant to perform the services.

Article 3. Payment

3.1 Payment shall be determined based upon the rates set forth in **Exhibit B**, attached hereto and incorporated herein by reference. Payment shall not be made in advance of services.

3.2 CONSULTANT shall submit invoices in duplicate to the requesting COUNTY department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and location of delivery of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 Other than the rates set forth herein, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its rates are fully loaded and include all overhead and administrative expenses.

3.5 CONSULTANT acknowledges and agrees that CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and

B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed.

4.2 COUNTY shall reimburse CONSULTANT in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 Upon request, COUNTY will provide to the CONSULTANT all necessary and available data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Additionally, this Agreement may be terminated by CONSULTANT upon six (6) months advance written notice to COUNTY. If any service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
Or	
Bodily Injury (per person)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

(iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	$500,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error or omission of the CONSULTANT, its agents, employees or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.7 Ownership of Deliverables. Upon completion of and payment for a service CONSULTANT agrees all deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the services described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose shall be at COUNTY's sole risk.

* Controlled drugs under DR Corda's DEA must be transferred to another DVM or brought out by Dr Corda

5.8 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.10 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its work product or services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable services.

5.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.12 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.13 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Public Records/Copyrights.

A. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

(i) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.

(ii) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(iv) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.15 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Dr. Julie Ann Corda, DVM
1751 Lakeshore Drive
Mt. Dora, Florida 32757

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its County Manager, and CONSULTANT through its duly authorized representative.

CONSULTANT

JCorda DVM
Julie Anne Corda DVM

Dr. Julie Anne Corda, DVM

This 22 day of September, 2013.

COUNTY

David Heath

David Heath, County Manager

This 4 day of October, 2013.

Approved as to form and legality:

M Marsh for

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

Provide veterinary services at the Lake County Animal Control Facility in Tavares, Florida to include, but not be limited to the following:

1. In house surgical sterilization, to include prepubertal spaying and neutering;
2. Anesthesia induction and monitoring;
3. Surgeries, primarily canine and feline castrations and spays, to include cryptochid surgeries;
4. Umbilical hernia repairs, only if serious or in concurrence with female spays;
5. Exploratory surgery to determine sterilization status;
6. Perform triage examination and treatment of the Division's sick and injured animals;
7. Perform and or treat livestock involved in cruelty/neglect cases and handling required testing for animals to be auctioned;
8. Availability to the Lake County Animal Control Services Division, by telephone or ~~pager~~ text, ~~seven days per week, 24 hours per day;~~ as available.
9. To conduct no more than one vaccine clinic per three (3) month period.

The veterinarian must adhere to the Lake County Animal Services procedures and guidelines and any and all other applicable state laws, ordinances rules or regulations. In the event of illegal or unethical practice, the contract shall be terminated immediately.

Provide services at a minimum of five (5) hours and a maximum of twenty-five (25) hours per week during the hours of operation of the shelter.

~~Provide for an "On-Call" Veterinarian for surgeries and rabies vaccinations during any vacation or absence periods.~~ The "On Call" Veterinarian shall be available during the entire time of the Veterinarian's vacation or absence. Times of vacations shall be scheduled with Lake County Animal Services prior to the beginning of any vacation or absence period. The "On Call" Veterinarian shall meet Lake County's minimum requirements and be approved prior to vacation periods.

The Veterinarian shall be free to use the time not obligated to the County in any manner, so long as it does not interfere with obligations and duties to the County.

The Veterinarian shall not use the Lake County Animal Services Facility for courses, interns, lectures, continuing educations demonstrations and/or classes , tours, or any activity related to the Veterinarian's outside employment without the prior written permission of the Animal Services Manager. The Manager may deny requested use of the facility.

The Veterinarian shall not speak to or consult with the media on behalf of the Animal Services Division without prior approval of theCounty. Any and all contact made by media and or other community programs; campaigns, promotions, advertisements, and or other actions which may affect the Animal Services Division shall be promptly reported to the Animal Services Manager.

The Veterinarian shall be a member in good standing of the Florida Veterinarian Medical Association and possess a current license. A copy of this license shall be submitted with your proposal.

The Veterinarian shall keep records of each service provided which are sufficiently detailed to enable the County to verify services performed. The Veterinarian agrees to sign any and all forms necessary verifying actions taken.

Nothing herein should be construed as creating an employer/employee relationship between the County and the Veterinarian. The Veterinarian shall be deemed for all purposed an independent contractor. The Veterinarian shall not be eligible for any employment benefits which the County provides to its employees, except those required by law. The Veterinarian is exempt from the Florida State Retirement Benefits in regard to the contractual relationship with Lake County.

The Veterinarian shall perform services at the Lake County Animal Services Facility at 28123 CR 561, Tavares, Fl, 32778. The County contact will be the Director of the Lake County Animal Services Facility, 352.343.9688.

Failure or inability to perform any of the duties or services will be construed to be a breach of contract. Unless the Veterinarian breach is excused, the County may, by written notice of breach to the Veterinarian, terminate the whole or any part of the contract within ten (10) business days, in writing, delivered by mail or in person, to all parties involved. The County may, however, immediately terminate the contract in any event when such action clearly serves the best interest of the County.

EXHIBIT B: PRICING

Item Number	Item Description	Hourly Rate
1.	Veterinary Services for small animals	$65.00
2	Veterinary Services for large animals (livestock)	