



GUILFORD COUNTY CONTRACT NO. 1152
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of October 1, 2018, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and MALACHI HOUSE II, hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on August 26, 2015, and revised it on July 1, 2016; January 1, 2017; July 1, 2017; and July 1, 2018, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Maintenance Services at the Guilford County Animal Shelter, including but not limited to feeding animals, cleaning animal rooms and animal cages and any other duties which Shelter staff deems necessary;

WHEREAS, the initial Contract may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from October 1, 2018, through June 30, 2019.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract for Maintenance Services at the Guilford County Animal Shelter, including but not limited to feeding animals, cleaning animal rooms and animal cages and any other duties which Shelter staff deems necessary, is hereby extended from October 1, 2018, through June 30, 2019, under the same terms and conditions as set forth in the initial Contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING AND PAYMENT. As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable. The COUNTY agrees to continue to pay flat rate amounts, with no overtime as set out herein. Animal Shelter Management will handle the time for each worker and the COUNTY will write one check to the PROVIDER every two weeks for the total man hours worked. The types of workers, hourly rates and estimated total number of hours to be worked are restated as follows:

Type of Employee	Hourly Rate	Estimated Total Number of Hours per week
Supervisors (2)	\$8.00 per hour	95 Estimated total hours
Regular Employees (14)	\$7.00 per hour	625 Estimated total hours

(All employees work at the same time, during the same hours, from 8:00 a.m. to 5:00 p.m.)

Although the COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services, the financial exposure to the COUNTY is not expected to exceed \$340,000.00, and in any event payment will be made only from budgeted funds in accordance with N.C.G.S. §159.

Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper supporting documentation to the satisfaction of the COUNTY, that the goods and/or services have been delivered or provided in accordance with this Contract. The supporting documentation must provide a description of the goods and/or services.

4. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

5. INSURANCE. As stated in the initial Contract, PROVIDER shall provide liability and workers compensation insurance for its employees, all inclusive. Upon execution of this Contract Renewal, PROVIDER shall provide the COUNTY with a current Certificate of Insurance or other proof of insurance, naming GUILFORD COUNTY as an additional insured and certificate holder.

6. TERMINATION WITHOUT CAUSE. Either Party may terminate this Agreement for any reason without cause and without penalty upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

7. TERMINATION FOR CAUSE. If, through any cause, the PROVIDER shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this contract by giving written notice to the PROVIDER and specifying the effective date thereof. In the event, all finished or unfinished deliverable items prepared by the PROVIDER under this contract shall, at the option of the COUNTY, become its property and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus and payment or compensation previously made. Notwithstanding the foregoing provision, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the PROVIDER'S breach of this agreement, and the COUNTY may withhold any payment due the PROVIDER for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the PROVIDER, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the PROVIDER responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the PROVIDER shall be an act of default under this contract.

8. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit 1.

9. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

10. FEDERAL FUNDING. The PARTIES agree that utilizing of federal funding in the performance of this AGREEMENT shall comply with all applicable provisions of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing
Guilford County Manager

Date _____

Robin B. Keller
Guilford County Clerk to Board

(COUNTY SEAL)

MALACHI HOUSE II

ATTEST:

President _____
Date _____

Corporate Secretary _____ Date _____

Printed Name:_____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists

5

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Harley Will
Guilford County Finance Director

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

EXHIBIT 1
AFFIDAVIT REGARDING E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of
MALACHI HOUSE II _____ (the entity doing business with Guilford County, hereinafter
"Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 2018.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____
day of _____, 2018.

My Commission Expires:

_____. _____
Notary Public

(Affix Official/Notarial Seal)