

GUILFORD COUNTY CONTRACT NO. 110931-09/15-178, AMENDMENT NO. 2 - MALACHI HOUSE II (PROVIDER)

STATE OF NORTH CAROLINA
GUILFORD COUNTY

THIS CONTRACT is hereby made, entered into, and effective as of this 1st day of January, 2017, 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**, a nonprofit corporation with a place of business in Greensboro, North Carolina, 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, 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**; and,

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

WHEREAS, the Parties now wish to amend the terms of the Contract by extending the Contract period from January 1, 2017, through June 30, 2017.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this amendment, 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 **January 1, 2017, through June 30, 2017**, under the same terms and conditions as set forth in the initial Contract, as amended. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. Goods and/or Services and Changes. 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 Amendment executed by the Parties.

3. Pricing. 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 Amendment, 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:

<u>Type of Employee</u>	<u>Hourly Rate</u>	<u>Estimated Total Number of Hours per week</u>
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.)

4. Payment. 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 for the six (6) month period of this Contract Amendment is **not expected to exceed \$170,000.00**, 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 documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. 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.G.S. Chapter §153A-13.

6. Termination. As stated in the initial Contract, either Party may terminate this Contract for any reason 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. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §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 I**.

8. Insurance. PROVIDER shall provide liability and workers compensation insurance for its employees, all inclusive. Upon execution of this Contract, 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.

9. Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

All other provisions of the initial Contract, as amended, 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.

IN WITNESS WHEREOF, the COUNTY and PROVIDER have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

MALACHI HOUSE II

ATTEST:

President

Corporate Secretary

Printed Name:_____

(CORPORATE SEAL)

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._____, Guilford County Finance Director

STATE OF NORTH CAROLINA

EXHIBIT I

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

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 _____, 201_____.

Signature of Affiant
Print or Type Name: _____

State of North Carolina - County of Guilford

Signed and sworn to (or affirmed) before me, this the
_____ day of _____, 201_____.

My Commission Expires:

_____. _____
Notary Public

(Affix Official/Notarial Seal)