

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**GUILFORD COUNTY, NC
SERVICE CONTRACT FOR
OPERATION OF THE SPOT MOBILE SPAY AND
NEUTER CLINIC
OF GUILFORD COUNTY**

This Contract is made, and entered into this the ____ day of _____, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**COUNTY**," and the **HUMANE SOCIETY OF THE PEIDMONT, INC.**, a corporation duly authorized to do business in the State of North Carolina, hereinafter referred to as the "**PROVIDER**", and also collectively referred to as the "Parties."

WHEREAS, for and in consideration of mutual promises and purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby Contracts for the items, goods, service or services of the PROVIDER and PROVIDER agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Contract.

WHEREAS, the COUNTY is in need of a **Mobile Spay and Neuter Clinic and related services**; and,

WHEREAS, the PROVIDER has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

1. **SCOPE OF SERVICES AND GOODS.** PROVIDER will provide the goods and/or services as set forth in the **Proposal (Attachment A)**, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the PROVIDER'S Proposal (Attachment A) and/or the first ____ pages of this Contract, the first ____ pages of this Contract and/or the Proposal (Attachment A) shall prevail and control.
2. **TERM OF CONTRACT.** The initial term of this Contract is from October 1, 2017, to June 30, 2018, unless sooner terminated as provided herein, with the option to extend for four (4) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written Contract of both Parties.
3. **PRICING AND PAYMENT TO PROVIDER.** As full compensation for PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the PROVIDER the amounts for the goods and/or services at the rates set out herein and in Attachment A in accordance with this Contract. PROVIDER shall submit an itemized invoice to the COUNTY by the end of the month

draft

during which services are performed. Payment will be made by the COUNTY to PROVIDER promptly within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The financial exposure to the COUNTY under this Contract is not expected to exceed \$38,400.00.

4. **APPROPRIATION AND FUNDING.** 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. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Contract, then COUNTY shall be entitled to immediately terminate this Contract, without penalty or liability, except the payment of all Contract fees due under this Contract up to and through the last day of service.
5. **MODIFICATION OR REVISION OF TERMS.** The terms of this Contract may only be modified or revised with a written Contract Addendum executed by both Parties.
6. **INDEPENDENT PROVIDER/CONTRACTOR.** COUNTY and PROVIDER agree that PROVIDER is an independent Contractor for all purposes and that nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of an agent, employee, joint venture, or partner of the COUNTY for any purpose in the performance of PROVIDER'S duties under this Contract, nor shall PROVIDER or any employee or agent of PROVIDER represent itself as such. Accordingly, PROVIDER shall be responsible for payment of all applicable federal, state and local taxes, as well as business license fees arising out of PROVIDER'S activities in accordance with this Contract. For purposes of this Contract, taxes shall include, but not be limited to, federal and state income, Social Security and unemployment insurance taxes. PROVIDER, as an independent Contractor, shall perform the services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
7. **INDEMNITY.** The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. PROVIDER shall indemnify and hold harmless the COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from PROVIDER'S performance of this Contract or the actions of the PROVIDER or its officials, employees, or PROVIDERs under this Contract or under Contracts entered into by the PROVIDER in connection with this Contract. This indemnification shall survive the termination of this Contract. In addition, PROVIDER shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.
8. **INSURANCE.** PROVIDER, upon execution of this Contract, shall furnish to the COUNTY a certificate of insurance reflecting the minimum limits stated above. The certificate shall provide for thirty (30) days' advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the PROVIDER. All such insurance shall comply with the laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized

draft

by the Commissioner of Insurance to do business in North Carolina. The PROVIDER shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the PROVIDER shall not be interpreted as limiting the PROVIDER'S liability and obligations under the Contract. Additionally, PROVIDER shall procure and maintain, at its expense, liability insurance at a minimum level:

Workers Compensation: PROVIDER agrees to maintain coverage to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

Commercial General Liability: PROVIDER does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent Contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a Contractual liability endorsement.

9. **HEALTH AND SAFETY.** PROVIDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Contract.
10. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to applicable federal and state law, the PROVIDER shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. PROVIDER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, or disability. In the event PROVIDER is determined by the final order of an appropriate agency or court to be in violation of any nondiscrimination provision of federal or state law of this provision, this Contract may be canceled, terminated or suspended in whole or in part by COUNTY.
11. **TERMINATION OF CONTRACT.** This Contract may be terminated for any reason and without penalty by either Party upon ninety (90) days written notice to the other Party. This termination notice period shall begin upon receipt of the notice of termination. This Contract may be terminated, for cause, by the non-breaching Party notifying the breaching Party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the Parties shall be entitled to such additional rights and remedies as may be allowed by relevant law. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either 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.
12. **NOTICES.** All notices pursuant to this Contract shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated

draft

as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

President
Humane Society of the Piedmont, Inc.
ADDRESS
CITY ST ZIP

- 13. JURISDICTION/GOVERNING LAW.** 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 and all actions relating in any way to this Contract shall be brought in the appropriate General Court of Justice in Guilford County, North Carolina.
- 14. SUCCESSORS AND ASSIGNS.** PROVIDER shall not assign its interest in this Contract without the written consent of the COUNTY. PROVIDER has no authority to enter into this, or any, Contract on behalf of this COUNTY.
- 15. COUNTY NOT RESPONSIBLE FOR EXPENSES.** COUNTY shall not be liable to PROVIDER for any expenses paid or incurred by PROVIDER unless otherwise agreed in writing.
- 16. EQUIPMENT.** PROVIDER shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide services hereunder, unless otherwise agreed in writing.
- 17. ENTIRE CONTRACT.** This Contract, including the Exhibits and/or Attachments, sets forth the entire Contract between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.
- 18. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.
- 19. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes PROVIDER from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to PROVIDER.
- 20. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Contract. The terms "Contract" and "Contract" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

draft

- 21. EXISTENCE.** PROVIDER warrants that it is a corporation duly organized and validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this Contract.
- 22. CORPORATE AUTHORITY.** By execution hereof, the persons signing for PROVIDER below certify that he or she has read this Contract and that he or she is duly authorized to execute this Contract on behalf of the PROVIDER.

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

draft

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

Guilford County Clerk to Board

(COUNTY SEAL)

PROVIDER

ATTEST:

President

Corporate Secretary

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists

☐

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

draft

FEE SCHEDULE

Spay/Neuter Cost Share Fee Schedule					
Patient	Service	Pet Owner	Guilford County	Total Voucher	Annual Increase Option
Female Dog	Spay & Rabies Vaccination	\$10	\$80	\$90	3%
Male Dog	Neuter & Rabies Vaccination	\$10	\$70	\$80	
Female Cat	Spay & Rabies Vaccination	\$5	\$60	\$60	
Male Cat	Neuter & Rabies Vaccination	\$5	\$55	\$55	
A free rabies vaccination is included for patients lacking vaccination documentation.					

draft