Lumpkin County, Georgia

Department: Animal Shelter

Agenda Item: Contract Agreement – Animal Shelter Veterinary Services

Item Description: **VCA Chestatee Animal Hospital to provide the County with veterinary services at the animal shelter**

Facts & Historical Information: Lumpkin County opened the Animal Shelter in FY 2004. Chestatee Animal Hospital had always provided this service under the direction of David Orton, DVM. In 2010 Dr. Orton sold his practice to Dr. Robert Hall DVM, in 2013 Dr. Hall sold his practice to VCA. This will be the second year we have had a signed contract with VCA.

Potential Courses of Action: A) Contract for the services in the amount of $15,000.00 per year. Contractor will provide veterinary services including approximately one to two visits to the shelter per week, generally, two (2) to four (4) hours per visit and emergency services as needed.

Budget Impact: A) $15,000.00 per year, fee to be paid at $1,250.00 per month no later than the 15th day of the month.

Staff Recommendation: Approve the Contract as submitted, and continue with the working relationship and professional services that the Lumpkin County Animal Shelter has establish with VCA Chestatee Animal Hospital

LUMPKIN COUNTY
CONTRACT AGREEMENT – ANIMAL SHELTER VETERINARY SERVICES

THIS AGREEMENT entered into this 17th day of November, 2015, with an effective date of January 1, 2016, by and between Lumpkin County, a political subdivision of the State of Georgia, hereinafter referred to as the "County," and Tom Hazay, hereinafter referred to as the "Contractor."

WHEREAS, the County desires to obtain veterinary services for the Lumpkin County Animal Shelter hereinafter referred to as the "Shelter;" and,

WHEREAS, the Contractor desires to provide the County with veterinary services at the Shelter,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF SERVICES. The Contractor will provide veterinary services including approximately one to two visits to the Shelter per week, generally, two (2) to four (4) hours per visit and emergency services as needed.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked shall be determined by the Contractor. The County will rely on the Contractor to work as many hours as may be reasonably necessary to fulfill the Contractor's obligations under this agreement.

3. PAYMENT. The County will pay a fee to the Contractor for the Services in the amount of $15,000.00 per year. The fee of $1,250.00 is due no later than the 15th day of the month. In addition, the County shall pay for any and all hospital expenses monthly including pharmaceuticals, surgical and diagnostic services, supplies, equipment, and other expenses related to the care and treatment of animals owned by the Shelter and for treatment of its animals upon prior approval of the Shelter Director.

4. TERMS OF AGREEMENT. This agreement is for a period of one year from January 1 , 2016 to December 31, 2016; absent notice by either party on or before December 1 of the current contract year, this contract will automatically renew for the following year, on the same terms and conditions as set out herein. Any amendment to the terms and conditions set out herein shall be in writing and signed by each of the parties. This agreement may be terminated at any time by mutual written consent or upon thirty days advance written notice by either party. If terminated by the County, any payments previously made will be retained by the Contractor.

5. TAXES. The Contractor understands that it is responsible for any tax liability arising from this Agreement specifically, including any tax withholding for its employees. The County shall not be responsible for, nor indemnify the Contractor for, any federal, state, or local taxes, which may be imposed or levied upon the subject matter of this Agreement.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that the doctor(s) of Chestatee Animal Hospital (VCA) is an independent contractor and not an employee of the County. The County will not provide any benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

7. EMPLOYEES. The Contractor's employees, if any, who perform services under this Agreement shall also be bound by the provisions of this Agreement. At the request of the County, the contractor shall provide adequate evidence that such persons are the Contractor's employees.

8. INJURIES. The Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the County for any injuries that the Contractor (and/or the Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees.

9. COMPLIANCE WITH LAWS. The Contractor shall comply with all state and federal laws, County ordinances, rules, regulations, policies, and directives relating to the services to be performed hereunder. The Contractor understands that absolutely no alcohol and unlawful drugs are allowed on the County's premises at any time.

10. NONDISCRIMINATION. The Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability or national origin of ancestry in the execution and fulfillment of this Agreement.

11. INDEMNIFICATION. Neither party will agree to indemnify or hold the other harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the County or the Contractor that result from the acts or omissions of either party or its employees or agents.

12. ASSIGNMENT. The Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.

13. RETURN OF RECORDS. Upon termination of this Agreement, the Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the Contractor's possession or under the Contractor's control and that are the County's property or relate to the County's business. It is specifically agreed by the parties that any veterinary records, reports, and other documents created by the Contractor at the Shelter shall be the County's property and shall remain at the Shelter. Any veterinary records, reports, and other documents created by the Contractor's office or any other veterinary facility shall remain property of the Contractor; however, the County shall be provided a copy of such documents.

14. PUBLICATION AND SEQUESTRATION. The Contractor reserves the right to publish any results of fundamental value to society. In no case shall the County use the name of the Contractor in any advertising without the Contractor's written permission. If, through this or a subsequent Agreement, rights to intellectual property arising from the project are assigned to the County, then the Contractor will, upon written request from the County, sequester results for a period not to exceed six months in order to allow for the filing of patent applications. Intellectual property rights are not assigned to the County, the County must obtain Contractor approval before publishing the results.

15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Contractor: Tom Hazay
Chestatee Animal Hospital (VCA)
16 Westbrook Road
Dahlonega, GA 30533

If for Lumpkin County: Stan Kelley, County Manager
Lumpkin County
99 Court House Hill, Suite H
Dahlonega, GA 30533

Such addresses may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

20. APPLICABLE LAW. The agreement shall be governed by the State of Georgia. Any term of this Agreement that does not comply with applicable law will not be effective if the law does not expressly or impliedly permit variation by agreement. If any part of this Agreement cannot be enforced according to its terms, this fact will not affect the balance of this agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement as of the day and year first above written.

LUMPKIN COUNTY

By: _____
Chris Dockery, Chairman,
Lumpkin County Board of Commissioners

CONTRACTOR

By: Tom Hazay 11.09.2015
Tom Hazay,
VCA Chestatee Animal Hospital