

## **Yadkin County**

### **Veterinary Services Contract**

This Agreement is made and entered into this 14 day of March, 2016 ("Effective Date") between Yadkin County, North Carolina ("County") and Yadkin Veterinary Hospital ("Provider").

WHEREAS, the County and the provider wish to enter into a contract under which the Provider will provide veterinary services to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform veterinary services for the County's Animal Shelter Program and Community Spay Neuter Program as described in Section A of the attached Exhibit A (the "Contract Specifications") which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials and services that it provides shall be of good quality and shall meet industry standards. Possible transportation of animals receiving service by the provider may be included in this agreement.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice must document, the work performed and the basis for the amount of payment sought.

4. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

5. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

6. **Termination.** Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

7. **Entire Agreement.** This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

8. **Compliance With Laws.** The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: 

Name: Lisa Hughes

Title: County Manager

THE PROVIDER

BY: 

Name: Dr. Roger Holt, DVM

Title: Owner, Veterinarian

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Digitally signed by Gary  
DN: cn=Gary, o=Finance, ou=Yadkin Co,  
email=ggroce@yadkincountync.gov,  
c=US  
Date: 2016.04.05 07:44:04 -04'00'

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

As may be requested by the County, Provider shall perform veterinary services. Provider acknowledges that this Agreement does not guarantee the Provider any work. For the County to be liable for paying for any Services provided under this Agreement, the requested Services (along with Provider's cost estimate, if not outlined specifically in this contract) must be approved by authorized County agent before any work is performed.

Any work performed by Provider for the County or at the County's request while this Agreement is in effect will be governed by this Agreement unless the County and the Provider have signed another written contract to govern that work.

Adoption Spay and Neuter Services (See Attached Payment Schedule, Exhibit A)

Community Spay and Neuter Services (See Attached Payment Schedule, Exhibit B)

Transportation:

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Other Services:

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B. Term of the Agreement.

This Agreement shall remain in effect until terminated as outlined in item number six of the body of the contract.

C. Payment to the Provider.

Notwithstanding any other provision of this Agreement, in no event shall the total amount paid by the County under this Agreement exceed Two Thousand Five Hundred Dollars (\$2,500.00) in any single fiscal year (which runs from July 1 through June 30). Any services that exceed \$2,500 must be approved in a separate contract by the Yadkin County Board of Commissioners.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:  
American Veterinary Medical Association (AVMA) recommended Insurance Package for the current year.

E. Contact Information.

THE COUNTY

Jessica Wall  
(336) 849-7588  
jwall@yadkincountync.gov

THE PROVIDER

Dr. Roger Holt  
(336) 679-8832

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: Lisa Hughes

Name: Lisa Hughes

Title: County Manager

THE PROVIDER

BY: Roger Holt

Name: Dr. Roger Holt

Title: Veterinarian

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Gary Groce

Digitally signed by Gary  
DN: cn=Gary, o=Finance, ou=Yadkin Co,  
email=ggroce@yadkincountync.gov, c=US  
Date: 2016.04.05 07:41:42 -04'00'

(Signature of County Finance Officer)

**Exhibit A**

**REIMBURSEMENT FEES FOR VETERINARIANS FOR ADOPTION SPAY/NEUTER  
PROGRAM**

**EFFECTIVE DATE JULY 1, 2013**

**DOG SPAY/ NEUTER UP TO \$72**

**CAT SPAY/NEUTER UP TO \$55**

**EXHIBIT B**

**Community Spay/Neuter Payment Schedule**

**Female Dog (Spay)**

0-70lbs	\$65.00
71 - 100lbs	\$95.00

**Male Dog (Neuter)**

0 - 70lbs	\$55.00
71 - 100 lbs	\$85.00

**Cat Spay (female)** \$50.00

**Cat Neuter (male)** \$35.00

***Special Conditions***

Animals in Heat	No extra charge
Hernia repair	Additional \$10.00
Cryptorchid	Additional \$20.00
Pregnant	Additional \$10.00

**\*other conditions handled individually.**

RFP Number (if applicable): \_\_\_\_\_

Name of Vendor or Bidder: Yadkin Veterinary Hospital / Dr. Roger Holt**IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 143C-6A-5(a)**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

**Notes to persons signing this form:**

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nc treasurer.com/iran](http://www.nc treasurer.com/iran) and will be updated every 180 days.