

CONTRACT FOR SPAY AND NEUTER SERVICES

THIS CONTRACT entered into this 12th day of September, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and **FIRST COAST NO MORE HOMELESS PETS, INC.**, 6817 Norwood Avenue, Jacksonville, Florida 32208, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Spay and Neuter Services, Bid Number NC11-013, on August 11, 2011 at 2:00 p.m.; and

WHEREAS, the Animal Services Department determined that First Coast No More Homeless Pets, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish services as further described in the Bid Price Sheet attached hereto as Exhibit "A" and the Scope of Services attached hereto as Exhibit "B" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been rendered and accepted by the County. Payment will be accomplished by submission of an invoice, in duplicate, with the Purchase Order number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Services

Receipt of services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets bid specifications and conditions. Should the services differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the services. Should a representative of the County agree to accept the services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Firm Prices

Prices for goods and services covered in the specifications shall be firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 5. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 6. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 7. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 8. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

SECTION 9. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the Vendor.

SECTION 10. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County.

SECTION 12. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 13. Termination for Default

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

SECTION 14. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

SECTION 15. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 16. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

SECTION 17. Vendor Responsibilities

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

SECTION 18. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution of this contract and terminate June 20, 2013. The performance period of this Contract may be extended upon mutual Contract between the vendor and the County with no change in terms or conditions.

SECTION 19. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 20. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 21. Supervision

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 22. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 23. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Vendor as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Vendor, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified

mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Vendor. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Vendor's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

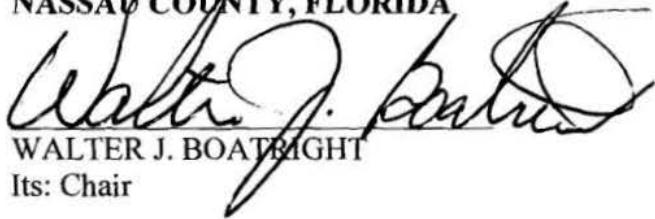
SECTION 24. Entire Agreement

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

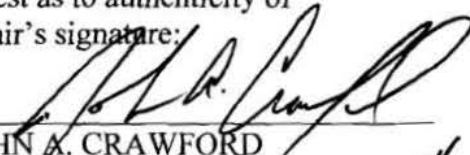
IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**


WALTER J. BOATRIGHT
Its: Chair

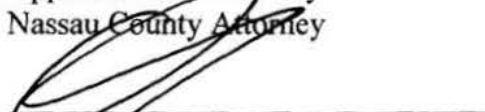
Attest as to authenticity of
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

*ESK
9/12/11
2/14/11*

Approved as to Form by the
Nassau County Attorney



DAVID A. HALLMAN

**FIRST COAST NO MORE HOMELESS
PETS, INC.**

Richard L. Ducharme
By: RICHARD L. DUCHARME
Its: Executive Director

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared, Richard Leray Ducharme, who is personally known or produced Florida Drivers License as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12th day of September, 2011.



PEGGY B. SNYDER
Notary Public, State of Florida
My Comm. Expires Nov. 8, 2011
Commission No. DD 733137

Peggy B. Snyder
Notary Signature PEGGY B SNYDER

Notary-Public-State of Florida at large

My Commission expires: 11/8/11

ATTACHMENT "B" -- BID PRICE SHEET

ITEM	DESCRIPTION	PRICE
1	Spay/Neuter Surgery for Dog	\$ 85 ⁰⁰
2	Spay/Neuter Surgery for Cat	\$ 50 ⁰⁰
3	Spay/Neuter Surgery for Feral Cat	\$ 25 ⁰⁰
4	Extra fee, if any, for in-heat or pregnant	\$ included
5	Rabies Vaccination for Dog	\$ included
6	Rabies Vaccination for Cat	\$ included
7	Rabies Vaccination for Feral Cat	\$ included
8	Optional DHPP for Dogs	\$ 14 ⁰⁰
9	Optional FVRCP for Cats	\$ 14 ⁰⁰
10	Optional FVRCP for Feral Cats	\$ included
11	Transportation Fee, if provided Circle one: Per Animal Per Trip	\$ included
12	Additional boarding fee if animal needs to be kept after surgery	\$ included

1. Transportation- Will your clinic/organization be able to provide transportation to and from a central location for the surgery appointments? Yes No
 If yes, with what frequency? Daily Weekly Monthly Other (explain) We currently offer transports 2x week & will increase as needed
2. Are animals routinely released the day of surgery to return to the owner? Yes No

3. Describe the type of facility in which the surgeries are performed, including the number of surgical suites available for spay-neuter surgeries. (Use additional sheet if necessary) 16,000 sq ft state of the art spay/neuter clinic complete w/ 6 surgery tables & stations (includes heated surgery tables, surgery light, instrument table, anesthesia machine, etc) have holding space for 60 dogs, 75 pet cats, & 150 feral cats surgery

4. Any additional information you wish to add:
Our clinic is the largest spay/neuter clinic in the country by square feet and by surgery volume. Last year we performed 24,111 spay/neuter surgeries. We have the physical space for nearly 50,000 annual surgeries.

First Coast No More Homeless Pets, Inc
 Company 6817 Norwood Ave
 Address Jacksonville FL 32208
 City Rick DuCharme State Zip

Bid Submitted By:
Direct cell 904-728-3675
 Telephone Direct office 904-570-7910
Spay/Neuter Hotline 904-425-0005

EXHIBIT “B”

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Background:

Nassau County Board of County Commissioners, through its Animal Services Department, has received a two-year grant from PetSmart Charities, Inc. to spay/neuter, rabies vaccinate and license all owned dogs and cats and free-roaming/feral cats in the zip codes comprising Bryceville, Callahan and Hilliard. There will be a \$10 co-payment per animal required for the County pet license. This program is called “Spay West.”

Spay/Neuter and Rabies Vaccination Services

- Year One: Approximately 1,501 spay/neuter surgeries and rabies vaccinations on owned dogs, owned cats, and free-roaming/feral cats located in zip codes 32009, 32011 and 32046 (within Nassau County, FL). Amount of funding available Year One: \$85,380.
- Year Two: Approximately 1,499 spay/neuter surgeries and rabies vaccinations on owned dogs, owned cats, and free-roaming/feral cats located in zip codes 32009, 32011 and 32046 (within Nassau County, FL). Amount of funding available Year Two: \$85,245.
- Must be able to complete an average of up to 10 surgeries per day, up to 3 days per week to meet goal numbers.
- Veterinarian is responsible for guaranteeing the pet owner lives in the zip codes of 32009, 32011, or 32046.

Licensing/Certifications:

Must be a licensed veterinarian in the State of Florida; please provide copy of current license(s) with your bid package.

Facility:

Clinic must be located within thirty (30) miles of Nassau County Animal Services office located at 86078 License Road, Fernandina Beach, FL 32034.

Invoices:

Invoices must be received at a minimum of once per month but not more than once per week. Invoices must be accompanied by a copy of each surgery/rabies vaccination/license record.