

CS-14-144

RECEIVED

CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
email
cmz116
3-20-15

2014 MAY 19 AM 9:53

CONTRACTOR INFORMATION

Name: Found Animals Registry
Address: PO Box 66370 Los Angeles CA 90066
Contractor's Administrator Name: Aimee Gilbreath Title: Exec. Director
Tel#: Fax: 213-402-7799 Email:

CONTRACT INFORMATION

Contract Name: Found Animals Registry: \$990.00
Brief Description: ISO Micro Chips to be inserted in all Return to Owner animals
Contract Dates : From: 5/1/14 to 4/30/15 Status: X New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. X Other Small Richard's under 1000

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Joseph T. [Signature] 5/2/14 Date
Department Head Signature
Funding Source/Acct # 046215-552025
2. Dawn Brass 5/2/14 Date
Contract Management
3. [Signature] 5-8-14 Date
Office of Management & Budget
4. [Signature] 5-14-14 Date
County Attorney (approved as to form only)

RECEIVED
COUNTY MANAGER'S OFFICE
14 MAY -2 PM 12:22
RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY FLORIDA
15 MAR 23 PM 2:00

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 5/16/14 Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

RECEIVED
COUNTY MANAGER'S OFFICE
14 MAY 14 PM 4:47



FoundAnimals

MICROCHIP PURCHASE AGREEMENT

1. Definitions.

- a. "Customer Data" is defined as customer name (first and last), mailing address, email address, phone number(s), species of animal, sex of animal, animal's age, microchip number, and date of microchip implantation.
- b. "Microchip Program" is Found Animals' program through which it promotes microchipping of pets as an important way to greatly increase the likelihood of a lost pet being reunited with its owner and decrease the likelihood of the pet being euthanized. Through this program Found Animals provides microchips to its shelter, clinic and rescue Clients, in return for Customer Data to be included in the Registry. Found Animals reserves the right to provide microchips by any manufacturer. Found Animals agrees to provide 134.2 kHz (ISO) microchips to Client under this Agreement.
- c. "Optional Customer Data" is defined as animal's name, animal's primary breed, animal's primary color, animal's pattern/markings, language spoken by customer, month and year customer acquired animal, and location where customer obtained animal.
- d. "Registry" refers to an online microchip registry that Found Animals owns and maintains, which contains Customer Data received through the Microchip Program, as well as Customer Data for organizations or private parties who elect to join the Registry. Client has access to search pets by microchip number and can initiate a Found Pet Alert, which is an automatic owner notification process, via the Registry.

2. Term. This contract shall be effective as of May 1st, 2014 ("Start Date") and will continue until April 30th, 2015 ("End Date"), after which, the Agreement will renew annually unless terminated by either party. Either party may terminate this Agreement at any time for any cause. To terminate, a party must provide thirty (30) days written notice, and must either return all unused microchips to Found Animals and Found Animals will reimburse the price paid for each microchip or continue to perform its duties under Section 3 for all microchips that Client distributes to its customers after the termination of the Agreement.

3. Services.

- a. Microchip Supplies and Fees. Found Animals agrees to supply 200 microchips to Client at a price of \$ 4.95 per microchip. Client's orders under this Agreement are fulfilled on a monthly basis. Client agrees to inform all of its customers who receive a microchip that the microchip has been provided by Found Animals. Client agrees to charge no more than \$ 25.00 in administrative fees. If Client requires additional microchips, Found Animals will work with Client to accommodate the request for more microchips during the Term. The Client agrees to not transfer any microchips supplied by Found Animals to any entity or person for distribution or resale.
- b. Customer Data. For each microchip Found Animals supplies, Client agrees to provide Found Animals with Customer Data. Client agrees to provide complete name, address, phone number and email address for a minimum of ninety-five percent (95%) of customers who receive a microchip (provided that the microchip is implanted properly and does not misfire). Client agrees to upload the Customer Data and any Optional Customer Data to the Registry at a minimum of once per week following a format provided by Found Animals. Found Animals reserves the right to suspend or terminate supplying microchips to Client if this data is not provided. Found Animals understands that microchips may be defective, including, but not limited to, being improperly inserted so as to disrupt their functionality, or misfiring, and Found Animals will consider these and other related factors when examining the number of customer records provided by Client.
- c. Customer Notices and Forms. Client's customers must be provided with paperwork explaining Found Animals' microchipping program and the types of communications customers can expect to receive from Found Animals. For each and every microchip supplied by Found Animals, Client agrees to provide the customer with Registry paperwork including the microchip number to be supplied by Found Animals. Found Animals reserves the right to suspend or terminate supplying microchips to Client if Customer Data is not provided as described in Section 3(b) above.
- d. Registry. Found Animals agrees to provide Client with access to its Registry, which will provide Client with an opportunity to look up microchip numbers and initiate an automated owner alert system for customers whose Customer Data is contained in the Registry. Found Animals strongly encourages Client to import Customer Data of microchip records for the previous ten (10) years into the Registry during the Term. Found Animals further encourages Client to display the Registry's website link on Client's website and to use the Registry as its primary tool for reuniting lost pets with their owners.
- e. Returns. Found Animals agrees to accept returns of microchips that misfire or are otherwise defective (collectively, "Defect"), on a case by case basis and on a reasonable determination by Found Animals, in exchange for original price paid or for new microchips. Client must notify Found Animals within thirty (30) days of discovering the Defect.



MICROCHIP PURCHASE AGREEMENT

4. Invoices.
 - a. Due dates. Payment of fees as described in Section 3(a) is due to Found Animals within thirty (30) days from date of invoice. For municipal and high volume chip clients (who order over 1,000 chips per year), payment of fees as described in Section 3(a) is due to Found Animals within sixty (60) days from date of invoice.
 - b. Penalties. Penalties of 1.5% of the balance past due will be assessed for late payments.
5. Publicity. Found Animals agrees to provide marketing materials regarding its microchip program to Client, which Client agrees to provide to its customers.
6. Assignment. This Agreement may not be assigned by either party without the prior written consent of the parties hereto, except that either party may assign this Agreement to any division and/or any subsidiary, provided that such assignee assumes all of the rights, obligations and liabilities of the party hereunder.
7. Agreement Modification. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of Client and Found Animals.
8. Warranties. No warranties, either expressed or implied, are made part of this agreement.
9. Arbitration. The parties hereby agree that any controversy or claim arising out of or relating in any way to this Agreement shall be subject to final and binding arbitration through Judicial Arbitration and Mediation Services ("JAMS") or its successor, or if neither then exists, the American Arbitration Association.
10. Notices and Payments. All notices and payments required or permitted under this Agreement shall be in writing. Notices delivered personally or notices delivered via electronic mail will be deemed delivered as of actual receipt; mailed notices will be deemed delivered three (3) business days after mailing. Until further written notice, notices shall be addressed to the respective parties as follows:

Found Animals: Brian Chase Found Animals Foundation, Inc. 4079B Redwood Avenue Los Angeles, CA 90066 b.chase@foundanimals.org 310-574-5784	Client: See end of contract for contact information.
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11. Relationship of Parties. For the purposes of this Agreement, each party is an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.
13. Headings. All headings contained in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.
14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns.
15. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.
16. Choice of Law. This Agreement shall be governed under the laws of the State of Florida.



Found Animals

MICROCHIP PURCHASE AGREEMENT

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

FOUND ANIMALS FOUNDATION, INC.

Aimee Gilbreath

By: Aimee Gilbreath
Title: Executive Director

5/27/14

Date

Nassau County Animal Services
Client Organization Name

Ted Selby

By: ~~XXXXXXXXXX~~ Ted Selby
Title: ~~Director~~ County Manager

5/16/14

Date

36078 License Road
Mailing Street Address

Fernandina Beach, FL 32034
City, State and Zip Code

904-491-7440
Telephone Number

jnovello@nassaucountyfl.com
Email Address

Please return the signed Agreement via email to microchipsales@foundanimals.org or via fax to 213-402-7799.