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**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
CROSS KEYS ANIMAL HOSPITAL**

THIS CONTRACT is made effective the 1st day of **April 2016**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with its principal offices at 2. S. Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **CROSS KEYS ANIMAL HOSPITAL**, 2071 N. Black Horse Pike, Williamstown, NJ 08094, hereinafter referred to as "**Contractor.**"

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for emergency veterinary services during normal business hours, after normal business hours and other related veterinary services as per Contractor's proposal identified as **Exhibit A**; and

WHEREAS, the County has requested and evaluated proposals from interested providers consistent with its fair and open procurement process; and

WHEREAS, The Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing April 1, 2016 and concluding March 31, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of service as set forth in Contractor's proposal dated **March 21, 2016**, which is attached hereto and made part of this Contract, as **Exhibit A.**, for a minimum Contract amount of zero and a maximum Contract amount of **\$17,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in Contractor's proposal dated March 22, 2016 annexed hereto.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its

current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

B. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

C. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

D. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

E. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract and the Contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent operating entity and is not an agent, employee or representative of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** Attached hereto and incorporated herein is an attachment which provides details of the Contractor's obligations. Also incorporated herein are any other specifications issued by the County in connection with this Contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is made effective the 1st day of **April 2016**.

IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code has executed this Agreement and Contractor's authorized representative has executed this Agreement on the date indicated herein.

ATTEST:

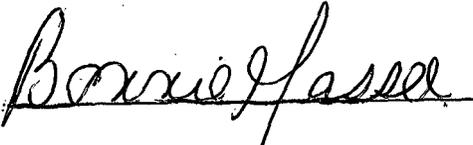
COUNTY OF GLOUCESTER


ANDREA LOMBARDI,
PRINCIPAL CLERK TYPIST


PETER M. MERCANTI,
PURCHASING DIRECTOR

ATTEST:

CROSS KEYS ANIMAL HOSPITAL




By: _____
Title: OWNER

Proposals for Emergency Veterinarian Services during normal business hours 8am-8pm. Also for after normal business hours from 8pm-8am Monday thru Sunday.

Please reply by March 22, 2016 at 10:00 am.

**EMERGENCY VETERINARY SERVICES DURING
NORMAL BUSINESS HOURS**

- A. Veterinarian shall be responsible for the provision of emergency veterinary medical care, as defined hereunder, for impounded domestic animals, reptiles, delivered to the Veterinarian that are sick or injured, as well as sick and/or injured livestock and farm animals housed at the shelter.
- B. The Veterinarian shall be available to and accessible by the Gloucester County Animal Shelter during the following hours, however if the practice has additional hours of operation, please note them: 7:30
9:00-8:00 am to 8:00 pm Monday through Friday,
Saturdays and/or Sundays during office hours

Utilization of other veterinary service during these hours shall be at the discretion of the Shelter Director or other GCAS personnel designated by the Shelter Director to authorize veterinary services, based upon availability and/or location of special circumstances. When practical, the County will notify the Veterinarian by telephone of intent to deliver an animal for care.

- C. Emergency Medical Veterinary Care shall mean and be limited to that care which is necessary as first aid measure to minimize pain and suffering and stabilize the condition of the animal.
- D. Stabilization Protocol:
- 1D. Animals WITH identification:
Provide pain relief and first aid. Treat for shock and infection.
Postpone diagnostic work-up and x-ray until owner is contacted and authorized further care.
- 2D. Animals WITHOUT identification:
Provide pain relief and first aid. If animal has any life threatening problems, consider euthanasia.
X-ray or extensive care MUST be pre-approved by the Shelter Director.

- E. Euthanasia of injured animals shall essentially be a veterinary decision and shall be made by the attending veterinarian. The Veterinarian may consult with the Shelter Director/designee or Animal Control Officer as to the probability of an owner being identified. The ultimate decision, however, as to the best course of action with respect to the humane treatment of the animal shall rest with the Veterinarian. The County will be responsible for the disposal of euthanized animals.
- F. When treated animal is medically fit, the County shall be notified to transport the animal to the shelter. If it is necessary to hold the animal at the veterinary hospital for continued treatment or observation, the Veterinarian shall confirm this action by notification of the Shelter Director/designee at the earliest moment.
- G. In the event that the owner of an animal, **still in the possession at the veterinary office**, is subsequently located, it is the Veterinarian's responsibility to request payment of all costs associated with the animal's treatment directly from the owner. The County will not be held responsible for any unpaid charges in this situation.
- H. In the event that the owner of an animal **in possession at the shelter** is subsequently located, it will be the responsibility of the Gloucester County Animal Shelter to collect payment of all costs associated with the animal's treatment from the owner at the time of the animal's disposition. Payment will then be sent to the veterinary practice along with the owner's pertinent information.
- I. The contracting Veterinarian shall maintain an on-going system of accounting for services rendered and shall submit to the Gloucester County Animal Shelter (no later than the 1st day of the following month) an itemized statement of all charges and/or credits for fees paid by owner, with individual invoices attached. **Invoices MUST include: date of service, time animal was received, name of Animal Control Officer bringing animal in, description of animal (species, breed, color, etc.), nature of illness, type of care administered, cost of each element of care, and name of owner if identified and receiving ticket number.**
- J. The County reserves the right to utilize other vendors for the provision of veterinary Emergency Services to animals in the custody of GCAS

Rate for above Services normal business hours \$ 100.00

2. EMERGENCY VETERINARY SERVICES **AFTER NORMAL BUSINESS HOURS**

- A. Veterinarian shall be responsible for the provision of veterinary medical care, as defined hereunder, for impounded domestic animals, reptiles, delivered to the Veterinarian which are sick or injured as well as sick and/or injured livestock or farm animals housed at the shelter.

located, it will be the responsibility of the Gloucester County Animal Shelter to collect payment of all costs associated with the animal's treatment from the owner at the time of the animal's disposition. Payment will then be sent to the veterinary practice along with the owner's pertinent information.

- I. The contracting Veterinarian shall maintain an on-going system of accounting for services rendered and shall submit to the Gloucester County Animal Shelter (no later than the 1st day of the following month) an itemized statement of all charges and/or credits for fees paid by owner, with individual invoices attached.

Invoices MUST include: date of service, time animal was received, name of Animal Control Officer bringing animal in, description of animal (species, breed, color, etc.), nature of illness, type of care administered, cost of each element of care, and name of owner if identified and receiving ticket number.

Failure to comply will result in non-payment for services rendered.

- J. The County reserves the right to utilize other vendors for the provision of emergency veterinary services to animals in the custody of GCAS.

Rate for above Services _____ \$ _____

Total costs if bidding on Both Services _____ \$ 100.00