

Issue Analysis Form



Date: June 9, 2020
Contract Between Prince George County, Virginia and Disputanta Animal Hospital

Item:

Lead Department(s): County Attorney

Contact Person(s): Dan Whitten

Description and Current Status

At the May 26, 2020 Board of Supervisors' meeting, a motion was made and passed to accept a contract between Prince George County, Virginia and Disputanta Animal Hospital.

Disputanta Animal Hospital has reviewed the Contract again and has made changes to include adding additional services to be provided by the Animal Hospital and additional termination provisions.

A revised Contract is attached with the changes highlighted.

The County Attorney's office recommends approving the attached revised Contract between Prince George County, Virginia and Disputanta Animal Hospital.

Sample Motion: I move that the Board accept the revised Contract between Prince George County, Virginia and Disputanta Animal Hospital and authorize the County Administrator to execute the revised Contract.

Government Path

- | | | |
|---|---|--|
| Does this require IDA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require BZA action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does This require Planning Commission Action? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Does this require Board of Supervisors action? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Does this require a public hearing? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If so, before what date? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 9th day of June, 2020:

Present:

Donald R. Hunter, Chairman
Alan R. Carmichael, Vice-Chairman
Floyd M. Brown, Jr.
Marlene J. Waymack
T. J. Webb

Vote:

C-2

On motion of _____, which carried unanimously, the following Resolution was adopted:

RESOLUTION; REVISED CONTRACT BETWEEN PRINCE GEORGE COUNTY, VIRGINIA AND DISPUTANTA ANIMAL HOSPITAL RELATING TO MEDICAL SERVICES

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of the County of Prince George this 9th day of June, 2019 does hereby authorize the County Administrator to execute a revised Contract between Prince George County and Disputanta Animal Hospital.

A Copy Teste:

Percy C. Ashcraft
County Administrator

CONTRACT BETWEEN
PRINCE GEORGE COUNTY, VIRGINIA
AND DISPUTANTA ANIMAL HOSPITAL

THIS CONTRACT FOR SERVICES (hereinafter the "Contract"), made this _____ day of _____, 2020, by and between **PRINCE GEORGE COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, whose address is 6602 Courts Drive, 3rd Floor, Prince George, Virginia 23875 (hereinafter "Prince George") and **DISPUTANTA ANIMAL HOSPITAL**, whose address is 8401 County Drive, Disputanta, Virginia 23842 (hereinafter the "Animal Hospital").

WITNESSETH:

WHEREAS, Prince George provides animal services and adoption services at the Prince George Animal Services and Adoption Center (hereinafter the "Prince George Facility"), located at 8391 County Drive in Disputanta, Virginia; and

WHEREAS, the Animal Hospital provides medical services for animals during hospital operational hours at its facility (hereinafter the "Animal Hospital Facility"), located at 8401 County Drive in Disputanta, Virginia; and

WHEREAS, both parties now desire to enter into a contract for the provision of medical/surgical services by the Animal Hospital for animals located at the Prince George Facility according to a set rate schedule.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties hereto mutually covenant and agree as follows:

1. **Term of Contract**. The contract term will be limited to one year (hereinafter the "Contract Term"), commencing on _____, 2020. The Contract

Term may be renewable for up to four (4) additional one-year terms at the option of Prince George upon thirty (30) days written notice, and upon written mutual agreement between Prince George and the Animal Hospital.

2. Services Provided: The Animal Hospital will provide the following services (hereinafter the “Services”) for the Prince George Facility:

- a) Spay and neuter services;
- b) Sick/injured examinations and treatment;
- c) Boarding services;
- d) Rabies vaccination and other types of vaccinations;
- e) Fecal examination;
- f) Surgeries;
- g) Heartworm treatment;
- h) Euthanasia;
- i) Court-related exams for neglect and cruelty;
- j) Veterinary consultation and court appearance as designated by court as professional expert;
- k) Serves as “vet in charge” for supervising euthanasia drugs, protocols, legal required oversight of program, death certification for euthanasia, etc.; and
- l) Available for calls 24/7 for advice on sick or injured animals to the best of Dr. Kim Eaton’s ability (if can’t be reached, then Emergency Center should be contacted).

3. Rate Schedule. Prince George shall pay the Animal Hospital for the Services according to the attached rate schedule, dated December 18, 2019.

4. Payment for Services. The Animal Hospital shall furnish an invoice to Prince George for the Services once rendered. Prince George shall forward a check to the Animal Hospital at the mailing address indicated above within thirty (30) days of the receipt of such invoice.

5. Insurance. The Animal Hospital certifies that the Animal Hospital and any subcontractors will maintain the insurance coverage below during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS

A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify Prince George of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the Contract shall be in noncompliance with the Contract.

B. Employer's Liability - \$100,000.

C. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Prince George, Virginia must be named as Certificate Holder and the County of Prince George, Virginia and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.

D. Professional Services Liability - \$1,000,000

6. Indemnification. The Animal Hospital agrees to indemnify Prince George, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement

cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Animal Hospital/any services of any kind or nature furnished by the Animal Hospital, provided that such liability is not attributable to the sole negligence of Prince George or to failure of Prince George to use the materials, goods, or equipment in the manner already and permanently described by the Animal Hospital on the materials, goods or equipment delivered.

7. Termination. This Contract may be terminated by either party, with or without cause, upon ninety (90) days advance written notice to the addresses above. Provided, however, this Contract may be terminated immediately by Prince George after written notice upon the County Administrator's determination that any condition exists at the Animal Hospital Facility that is a threat to the health of Prince George County employees, members of the public, or to the environment. In addition, this Contract may be terminated immediately by the Animal Hospital if the animals in the care of Prince George Animal Control are receiving substandard care, or the Animal Hospital feels its reputation is being negatively affected.

8. Vet in Charge. Dr. Eaton has the option to resign as the veterinary in charge after giving ninety (90) days written notice to the County.

9. Licenses and Permits. The Animal Hospital agrees that it has procured all licenses, permits, or other like permission required by law to conduct or engage in the activity provided for in this Contract; that it will procure all additional licenses, permits, or like permission required by law during the term of this Contract; and that it will keep such licenses, permits, and permissions in full force and effect during the term of this Contract.

10. Independent Contractor. The Animal Hospital understands and agrees that the relationship of Animal Hospital to Prince George arising out of the Contract shall be that of

independent contractor. It is understood that the Animal Hospital, its staff and employees, are not employees of Prince George and are, therefore, not entitled to any benefits provided employees of Prince George. The Animal Hospital shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

11. Non-Discrimination. During the performance of the Contract, the Animal Hospital agrees that the Animal Hospital will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or natural origin except where religion, sex, or natural origin is a bona fide occupational qualification reasonably necessary for the normal operation of the Animal Hospital. The Animal Hospital agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Animal Hospital in all solicitations or advertisements for employees placed by or on behalf of the Animal Hospital will state that the Animal Hospital is an equal opportunity employer. The Animal Hospital will include the provisions of this paragraph in every sub-contract or purchase order of over \$10,000.00 so that the provisions will be binding upon each sub-contractor or vendor. Prince George does not discriminate against faith-based organizations.

12. Compliance with immigration laws. The Animal Hospital agrees and represents that it does not now, nor will it during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

13. Authorized to transact business in Virginia. During the performance of the Contract, the Animal Hospital agrees to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia (1950), as amended, or as otherwise required by law.

14. Drug-free Workplace. During the performance of the Contract, the Animal Hospital agrees to (i) provide a drug-free workplace for the Animal Hospital's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. Assignment and Sublease. The Animal Hospital shall not, without prior written consent of Prince George, assign or sublease the Contract in whole or in part.

16. Interpretation. Interpretation of the provisions of this Contract shall be in accordance with the laws of the State of Virginia.

17. Enforcement. Any action maintained by either party for the enforcement or interpretation of the terms of this Contract shall be filed in the courts of Prince George County, Virginia.

18. Severability. Any term of this Contract which is prohibited by, or is unlawful or unenforceable under Virginia law shall be ineffective only to the extent of such prohibition, without invalidating the remaining terms of this Contract.

19. Binding Upon Successors. This Contract shall be binding upon the parties hereto and their successors in interest, including but not limited to heirs, assigns, executors, and administrators.

20. Entire Agreement. This Contract constitutes the entire, full, and complete understanding and agreement of the parties, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to the Contract or their respective successors in interest.

IN WITNESS THEREOF, the parties hereafter have caused this Contract to be duly executed the date and year above written, all by due authority.

For Disputanta Animal Hospital:

By: _____

Title: _____

Name: _____

Date: _____

Attest:

By: _____

Name: _____

Date: _____

For the Prince George Animal Services and Adoption Center:

By: _____

Name: Percy Ashcraft

Title: County Administrator

Date: _____

Attest:

By: _____

Name: _____

Title: _____

Approved as to form:

Dan Whitten,
County Attorney

Disputanta Animal Hospital

PGAC Pricing / Fees

December 18, 2019

Disputanta Animal Hospital pricing information for services:

1. There are no fees for surgical exams prior to surgery.

2. Spays and Neuters

--PG K9 Spay \$90
K9 Neuter \$80
--PG Fel Spay \$65
Fel Neuter \$65

Spay/Neuters include: Felv/FIV test, Heartworm Test, Exam, to go home pain meds, notes for shelter to keep up with meds, needed records & to relay to new owner.

Note: A small amount of surgery supplies and medications are purchased by the shelter at a discount price and used in surgery for injured animals and adoptees through shelter vendors.

3. Sick / Injured Exams

--Minor exam \$35
--Regular Exam \$46

Exams are discounted at times – but usually instead a discounted may be charged as a minor exam

4. PG Board (sick) \$9 dog/ \$8 cat

Board is usually heavily discount if it is the pets best interest to stay - normal fee \$5 at times

5. PG Rabies \$12

6. PG Fecal \$15

7. Regular Surgeries -Heavily discounted
-Some funds applied from donations
-Some surgeries at no charge

8. Discounted Heartworm Treatment – Weight dependent (case by case basis)

9. I serve as the shelter vet for supervising euthanasia drugs, protocols, legal required oversight of program, death certification/ euthanasia etc. for shelter. All shelters by state law needs a "Vet in charge".

10. Some medications are given at a 10% discount. It depends on the drug and this is at Disputanta Animal Hospital discretion. Many medications are given for free if available.

11. Officers text/call me 24-7 including after hours for advice on sick or injured animals. Sometimes I see these animals if I'm available or have the hospital give them medication to hold the pet over until it can be seen.

Dr. Kim Eaton, DVM
Disputanta Animal Hospital