

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH METRO ANIMAL CARE AND CONTROL AND
HOME TO HOME**

This Agreement is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH METRO ANIMAL CARE AND CONTROL**, a municipal corporation of the State of Tennessee (hereinafter referred to as "Metro") and **HOME TO HOME** (hereinafter referred to as "HTOH").

1. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1.1. Duties and Responsibilities

HTOH agrees to provide a branded Home To Home page within the Home To Home website for Metro Animal Care and Control ("MACC"). As part of such access, the page will include a custom donate button, a unique uniform resource locator ("URL"), social media integration, and training and marketing tools. HTOH will provide support for the website as well as access to other materials such as ready to print marketing materials, social media materials, social media assets, and support at MACC's request. Access to the MACC URL may be provided to Davidson County residents.

MACC, for a period of one (1) year, agrees to: 1) be a member of Shelter Animals Count with data current; 2) join the Home to Home Coalition in Shelter Animals Count; 3) be a member of the Million Cat Challenge; 4) have a minimum of 10 animals posted on MACC's HTOH page within one hundred and twenty (120) days; 5) post information about the animals identified in Number 4 on MACC's Facebook page; 6) identify an individual within MACC to serve as the primary administrator for the HTOH network; 7) keep the information posted on the HTOH page current with the status of the animals; 8) respond to HTOH pet posting submission within a reasonable time; 9) dedicate thirty (30) minutes of time of a MACC employee per day to maintaining MACC's HTOH page.

2. CONTRACT TERM

2.1. Contract Term

The term of this Contract will begin on the date this Contract is approved by all required parties and filed in the office of the Metropolitan Clerk (the "Effective Date"). The initial contract term will end sixty (60) months from the Effective Date. In no event shall the term of this Contract exceed sixty (60) months from the Effective Date.

3. COMPENSATION

3.1. Contract Value

Metro's maximum liability under this Contract shall be \$3,000.00. The costs shall be allocated as a monthly fee of twenty-five (25) dollars, subject to annual rate increases. However, in no event shall the maximum liability under this Contract exceed \$3,000.00 for the entire term of this Contract. The costs for the first year of fees shall be waived so long as MACC maintains compliance with the duties and responsibilities as laid out in Section 1.1. The initial on-boarding fee of three hundred and fifty (350) dollars shall be waived by HTOH.

The fees under this Contract may be paid on an annual or a monthly basis at the election of Metro. Annual costs shall be paid at the beginning of the year for which the fees would be applied.

3.2. Other Fees

There will be no other charges or fees for the performance of this Contract.

3.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4. TERMINATION

4.1. Breach

Should HTOH fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, Metro shall have the right to immediately terminate this Contract. Such termination shall not relieve HTOH of any liability to Metro for damages sustained by virtue of any breach by HTOH.

4.2. Lack of Funding

Should funding for this Contract be discontinued, Metro shall have the right to terminate this Contract immediately upon written notice to HTOH.

4.3. Notice

Metro may terminate this Contract at any time upon thirty (30) days written notice to HTOH.

5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of Metro not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment

practices, or in admission to, access to, or operation of its programs, services, and activities.

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's contracted parties.

HTOH certifies and warrants that it will comply with this nondiscrimination requirement. Accordingly, all parties entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Americans with Disabilities Act (ADA)

HTOH assures Metro that all services provided under this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule, published in the Federal Register on July 23, 2004, as has been adopted by the Metro. HTOH will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. GENERAL TERMS AND CONDITIONS

6.1. Taxes

Metro shall not be responsible for any taxes that are imposed on HTOH. Furthermore, HTOH understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6.2. Maintenance of Records

HTOH shall maintain documentation for all charges against Metro and all services performed for Metro. The books, records, and documents of HTOH, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with

applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of HTOH or any subcontractor or sub-consultant shall be made available to Metro for inspection and copying upon written request from Metro. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from MACC. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of HTOH and subcontractors.

6.3. Monitoring

The HTOH's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by MACC, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

6.4. Metro Property

Any Metro property, including but not limited to books, records and equipment that is in HTOH's possession shall be maintained by HTOH in good condition and repair, and shall be returned to Metro by HTOH upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be Metro property.

6.5. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All changes, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of laws.

6.6. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this Contract.

6.7. Waiver

No waiver of any term or provision of this Contract shall be valid unless such waiver is in writing. No waiver of any provision of this Contract shall affect the right of any party to

enforce such provision or to exercise any right or remedy available to it.

6.8. Employment

HTOH shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

HTOH shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or barring from Metro contracts if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Metro.

6.9. Compliance with Laws

HTOH agrees to comply with all applicable federal, state and local laws and regulations.

6.10. Taxes and Licensure

HTOH shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

6.11. Ethical Standards

HTOH hereby represents that HTOH has not been retained or retained any persons to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

6.12. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto, provided that neither this Contract nor any of the rights and obligations of HTOH hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro.

6.13. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject

matter hereof and shall govern the respective duties and obligations of the parties.

6.14. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

6.15. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the HTOH may provide.

6.16. Venue

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

6.17. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

6.18. Notices and Designation of Agent for Service of Process

All notices to Metro shall be mailed or hand delivered to:

Metropolitan Public Health Department
Director
2500 Charlotte Avenue
Nashville, TN 37209

Notices to HTOH shall be emailed, mailed, or hand delivered to:

HOME TO HOME
870 Kootenai Cutoff Road
Ponderay, ID 83852

6.19. Effective Date

This Contract shall not be binding upon the parties until it has been signed first by the HTOH

and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this Contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

6.20. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., HTOH certifies that to the best of its knowledge and belief, neither the HTOH nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under Metro contracts.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

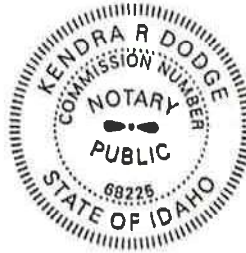
HOME TO HOME:
JOYA BLAIR

By: Joya Blair
Program manager

Sworn to and subscribed to before me, a
Notary Public, this 4th
day of March, 2021,
by Joya Blair, the
Program manager of HTOH
and duly authorized to execute this
Instrument on HTOH's behalf.

Kendra R. Dodge
Notary Public

My Commission Expires 08/08/2022



IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED:

DocuSigned by:
Tina Lester
5EE94599A8D6403...
Interim Administrative Director
Metro Public Health Department

3/12/2021
Date

APPROVED:

DocuSigned by:
A. Rubin
7F973F49A06A4DF...
Chair, Board of Health

3/12/2021
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumboltz
0ACD297069E14E9...
Director, Department of Finance

DS
KW *TE*

3/12/2021
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Risk Management Services

3/12/2021
Date

APPROVED AS TO FORM AND LEGALITY:

Matthew Garth
Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date