

HABERSHAM COUNTY BOARD OF COMMISSION
EXECUTIVE SUMMARY

SUBJECT: Leftover Pets d/b/a The Pet Mechanics for Animal Control Veterinary Services

DATE: July 10, 2026

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL- \$150,000

☐ **OTHER**

CAPITAL-

COMMISSION ACTION REQUESTED ON: July 20, 2026

PURPOSE: To request approval of the BOC to contract with Leftover Pets, Inc., d/b/a/ The Pet Mechanics to provide comprehensive veterinary services to the Habersham County Animal Shelter.

BACKGROUND / HISTORY: Veterinary services have become very costly, and Habersham County has very few Veterinary clinics who have the willingness and time to help treat our shelter animals. Leftover Pets is traditionally a “mobile” vet clinic, but we will be providing them with a space to perform spays, neuters, euthanasia, and basic surgical and veterinary services.

FACTS AND ISSUES:

- On-site veterinary services will be provided 3 days per week from 8 am – 5 pm
- Staff will consist of one licensed veterinarian and one veterinary assistant
- Leftover Pets will assist with spay/neuter services, medical and surgical services, legal and investigative services, rabies and euthanasia support, and general consultation and availability.
- The monthly fee will be \$12,500 and inclusive of all services provided.
- The vendor will adhere to all insurance requirements
- The agreement can be renewed annually or terminated under specific conditions

OPTIONS:

- Approve recommendation
 - Deny recommendation
 - Commission defined alternative
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RECOMMENDED SAMPLE MOTION:

Motion to approve the Professional Services Agreement between Habersham County and Leftover Pets, Inc. d/b/a The Pet Mechanics.

DEPARTMENT:

Prepared by: Patti McLarty

Director: ____Madi Nix____

**ADMINISTRATIVE
COMMENTS:**_____

_____**DATE:**_____

County Manager

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is effective as of this _____ day of _____, 2026, by and between **HABERSHAM COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Habersham County Board of Commissioners (“County”), and **LEFTOVER PETS INC.**, a Georgia non-profit corporation, dba The Pet Mechanics (“Contractor”), collectively referred to as the “Parties.”

WITNESSETH THAT:

WHEREAS, the County desires to retain Contractor to provide certain services generally described as veterinary services; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, the Contractor desires to perform the Work under the terms and conditions set forth in this Agreement; and

WHEREAS, the public interest will be served by this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Exhibits Incorporated into this Agreement. The following Exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A** – Scope of Services
- Exhibit B** – Compensation of Services
- Exhibit C** – Insurance Requirements
- Exhibit D** – Contractor Affidavit
- Exhibit E** – Subcontractor Affidavit

B. The Work. The Work to be completed under this Agreement (the “Work”) is described in the scope of services set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

C. Term of Agreement.

(1) Contractor shall perform its services in a prompt and timely manner which will not impose delays on the progress of the Work. This Agreement shall continue in effect until the earlier of i) the date the Work is completed, ii) the earlier termination of this Agreement pursuant to the terms hereof, or iii) June 30, 2027 (the "Term"). Thereafter, this Agreement may automatically renew on July 1, 2027, and each July 1 thereafter, in accordance with the statutory limitations listed below, and only if Contractor and County successfully negotiate, by June 1 each year of the Term, the next fiscal year's compensation which shall not increase by more than the then-current CPI (or 3%, whichever is less) annually.

(2) The County's fiscal year runs from July 1 to June 30. If the Term runs beyond the fiscal year in which the Agreement is first effective between the Parties, then:

As required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close the fiscal year in which it is executed and at the close of each succeeding fiscal year for which it may be renewed; provided, however, that this Agreement shall automatically renew on the first day of each subsequent fiscal year during the Term unless the County provides written notice of non-renewal to Contractor at least five (5) days prior to the end of the then current fiscal year. Further, this Agreement shall terminate immediately and absolutely at any such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

II. WORK CHANGES

A. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written change orders executed by the Contractor and the County. Such change orders shall specify the changes ordered and any necessary adjustment of compensation and completion time.

B. Any work added to the scope of this Agreement by a change order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written change order duly executed on behalf of the County and the Contractor.

C. The County Manager has authority to execute without further action of the Habersham County Board of Commissioners, any number of change orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the total amount to be paid under this Agreement, as set forth in Section III(B) below. Any such change orders materially altering the terms of this Agreement or increasing the total amount to be paid under this Agreement in excess of \$20,000 must be approved by the Habersham County Board of Commissioners.

III. COMPENSATION AND METHOD OF PAYMENT

A. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Compensation for Work performed (and reimbursement for costs incurred, where such reimbursement is specifically authorized in **Exhibit B** attached hereto) shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the services performed and costs incurred, together with all supporting documents requested by the County to process the invoice. Invoices shall be submitted on a monthly basis and must include specific reference to this Agreement and an itemized statement of the Work completed. No payment will be made for Work performed until the Contractor furnishes the County with an invoice meeting these requirements. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

Any material deviations from the Work described in this Agreement shall be clearly communicated to the County *before charges are incurred* and shall be handled through change orders as described in Section II above. The County shall pay the Contractor within thirty (30) days after approval of the invoice by County staff.

B. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall be fixed at **\$12,500.00 per month** as specified in **Exhibit B** attached hereto, except as outlined in Section II above, and the Contractor represents that such amount is sufficient to perform all of the Work described in and contemplated by this Agreement. The compensation for Work performed (and reimbursement for costs incurred, if specifically authorized) shall be as specified in this Agreement.

C. The compensation as provided for in this Agreement shall be received by Contractor as payment in full for Work done. All labor, materials, and equipment will be paid as set forth in **Exhibit B** attached hereto.

IV. COVENANTS OF CONTRACTOR

A. Expertise of Contractor; Licenses, Certification and Permits; Performance.

Contractor recognizes that the County's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, skill, and judgment to timely and competently complete the Work undertaken by Contractor under this Agreement. The Contractor shall employ only persons duly qualified in the appropriate area of expertise (as applicable) to perform the Work described in this Agreement.

The Contractor covenants and declares that it is properly equipped, organized, and financed to perform the Work and that it has obtained all diplomas, certificates, licenses, permits, or the like (if any) required of the Contractor by any and all national, state, regional, county, or local boards, agencies, commissions, committees, or other regulatory bodies in order to perform the Work contracted for under this Agreement. All Work performed by Contractor under this Agreement shall be in accordance with all applicable federal, state, and local laws, regulations, rules, policies,

guidelines, processes, and requirements, and in accordance with the standard of care, skill, ability, and quality ordinarily exercised by competent professionals practicing under similar conditions and circumstances. Any additional work or costs incurred as a result of error or omission by Contractor in not complying with this Section or any other part of this Agreement will be provided by Contractor at no additional cost to the County. This provision shall survive termination of this Agreement.

B. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that, therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of designs, plans, specifications, or other work product by the County (if any) is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, specifications, or other work product (if any) by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and/or industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and/or industry principals.

C. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

D. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, and volunteers (each party individually, an "Indemnified Party") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "Indemnity Obligation"); provided that such Indemnity Obligation shall apply to Liabilities to the fullest extent permitted under O.C.G.A. § 13-8-2(c) and to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of this Agreement. The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this

provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity 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 Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

E. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant, or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and materials necessary to complete the Work; the hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform the Work related to this Agreement.

F. Insurance. The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors, including, but not limited to, commercial general liability coverage, professional liability coverage, and workers' compensation coverage. Contractor shall maintain insurance policies with coverage and limits no less than those specified in **Exhibit C**, attached hereto and incorporated herein by reference. All policies shall be subject to approval by the County. These requirements are subject to amendment or waiver if approved in writing by the County Manager.

The County shall be named as an additional insured and loss payee on all policies required by this Agreement, except the County need not be named as an additional insured and loss payee on any professional liability policy or workers' compensation policy. Any liability insurance coverage shall be primary noncontributing insurance, disregarding any other insurance or self-insurance available to the County. The policies shall include a contractual liability coverage endorsement incorporating the insurable indemnification obligations of the Contractor under this

Agreement. The insurer providing workers' compensation coverage will agree to waive all rights of subrogation against the insured parties for losses arising from Work performed by the Contractor for the County. Further, each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled or materially reduced except after thirty (30) days prior written notice has been given to the County. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The certificates of insurance and required endorsements shall be furnished on a form utilized by Contractor's insurer in its normal course of business. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

Insurance companies must be licensed to do business in Georgia by the Georgia Secretary of State, authorized by the Georgia Insurance Department, and have an A.M. Best rating of no less than A-V (A-5).

G. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as **Exhibits D and E**, that it and Contractor's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit D**, and submitted such affidavit to County or provided the County with evidence that it is an *individual* not required to provide such an affidavit because it is licensed and in good standing as noted in subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation

of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit E**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s') indication of the employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

H. Records, Reports and Audits.

(1) Records: Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with requirements prescribed by the County and applicable law with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later. All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the

nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) **Reports and Information:** Upon request, the Contractor shall furnish to the County any and all Records related to matters covered by this Agreement in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

(3) **Audits and Inspections:** At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records with respect to all matters covered by this Agreement. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

I. Conflicts of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Habersham County Code of Ethics.

J. Information Received from County; Confidentiality. Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic. Contractor acknowledges that it may learn or receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Contractor personnel shall be instructed that they shall not remove any County documents or materials and that they shall not disclose any confidential information to any persons other than County personnel unless County provides written authorization. The Contractor agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that if Contractor submits records containing trade secret information, and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

K. Authority to Contract. The Contractor and individual signing on behalf of Contractor below covenants and declares that it has obtained all necessary approvals of its board

of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement.

L. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials prepared or in the process of being prepared for the Work to be performed by the Contractor (“Materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all such Materials. The County shall have the unrestricted authorization to publicize, disclose, distribute, and otherwise use, in whole or in part, any Materials prepared under this Agreement without according credit of authorship. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County; provided that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

M. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age, or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

N. Contracts with Local Governments. As provided in O.C.G.A. § 36-80-28, Contractor covenants and agrees that:

(1) Contractor shall avoid any appearance of impropriety and shall follow all policies and procedures of County;

(2) Contractor shall immediately disclose to County any material transaction or relationship, including, but not limited to, that of the Contractor, the Contractor’s employees, or the Contractor’s agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of this Agreement; and

(3) Contractor acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to County which entitles County to seek injunctive relief in addition to all other legal remedies.

V. COVENANTS OF THE COUNTY

A. Work Space. The County shall provide reasonable space within a County facility for Contractor to complete the Work.

B. County's Representative. **TIM SIMS, COUNTY MANAGER**, shall be authorized to act on the County's behalf with respect to the Work as the County's designated representative, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. PERFORMANCE STANDARDS; TERMINATION

A. The County may evaluate Contractor's performance on a monthly basis. If requirements are not being met, the County will notify the Contractor, in writing, identifying deficiencies (including but not limited to improper substitutions, inadequate delivery schedule, or poor workmanship). Contractor must promptly provide a written response to the County detailing how the identified deficiencies will be remedied, and such deficiencies must be remedied within thirty (30) days of County's notice of deficiencies, unless such cure period is extended in writing by the County. If the deficiencies are not remedied within the thirty (30) day cure period, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

B. If the County determines, under any circumstance, that Contractor has acted in a grossly negligent manner in the performance of its obligations hereunder, said determination being at the sole discretion of the County, then, and in that event, the County may immediately terminate this Agreement with no further obligation or liability to the Contractor.

C. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of the County's failure to pay the Contractor within thirty (30) days of Contractor providing the County with a proper notice of a delinquent payment and an opportunity to cure.

D. Upon termination, the County shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination date.

E. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the notice directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

F. The rights and remedies of the County and the Contractor provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in

equity.

VII. MISCELLANEOUS

A. **Entire Agreement.** This Agreement, including all exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to the County shall govern. This Agreement may be modified or amended only by a written change order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party.

C. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Habersham County, Georgia, and Contractor submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** The caption or headnote on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit, or describe the scope or intent thereof or of this Agreement, or in any way affect this Agreement. Should any article or section or any part of this Agreement later be deemed illegal, invalid, or unenforceable by a court of competent jurisdiction, the offending portion of this Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid, or unenforceable.

E. **Business License.** Prior to commencement of the services to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the term of this Agreement, unless Contractor provides evidence that no such license is required.

F. **Notices.** All other notices as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered to the individual identified below where a signed receipt is given, or (2) on the third day after the postmark date when mailed by registered mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given

below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE COUNTY shall be sent to:

Habersham County Board of Commissioners
Attn: County Manager
130 Jacob's Way, Suite 301
Clarksville, Georgia 30523

NOTICE TO THE CONTRACTOR shall be sent to:

Leftover Pets Inc.
Attn: Susan Thompson
819 Davenport Road
Braselton, Georgia 30517

G. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.

J. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The Parties shall treat a photocopy of such facsimile as a duplicate original. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the County of any discrepancies, conflicts or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement.

K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with

respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the last Party executes this Agreement.

CONTRACTOR:

LEFTOVER PETS INC.

By: _____
Amber Polvere, President/CEO

Attest: _____
Susan Thompson, Secretary

[CORPORATE SEAL]

COUNTY:

HABERSHAM COUNTY, GEORGIA

By: _____
Bruce Harkness, Chairman

Attest: _____
Brandalin Carnes, County Clerk

[COUNTY SEAL]

EXHIBIT A

Scope of Work

Veterinary Services for Habersham County Animal Control

Leftover Pets, Inc d/b/a The Pet Mechanics will provide comprehensive veterinary services as outlined below.

Service Commitment

- On-site veterinary services will be provided 3 days per week from 8 a.m. to 5 p.m. excluding county observed holidays as listed on Habersham County government's website
- Staff will consist of one licensed veterinarian and one veterinary assistant

Spay/Neuter Services

- LP will coordinate with Habersham County shelter staff to schedule spay/neuter surgeries at the end of each adoptable animal's stray hold.
- Surgical capacity will remain in the range of 15 to 20 animals in total daily.
- Surgical services will include basic physical examinations, appropriate injectable and/or inhalant anesthesia, monitoring of vital signs, surgical sterilization, administration of necessary vaccinations, implantation of microchips, any necessary heartworm and FeLV/FIV testing, post-operative monitoring and documentation of exam findings and surgical procedures.

Medical and Shelter Services

- Treatment and diagnostics for animals while they are in county care
- Surgical services beyond sterilization as permitted by available equipment and supplies
- Ordering and management of medical supplies used by Habersham County Animal Control (required pharmaceuticals for adequate medical and surgical care, euthanasia drugs, rabies vaccines)
- Heartworm treatments
- Documentation of all procedures, treatments, medications, testing and vaccinations performed on any animal by LP staff
- Oversight and consultation on shelter medical protocols and operations

Legal and Investigative Services

- Provide written and/or photographic documentation of injuries or medical conditions for legal cases
- Assist with triage and documentation in large-scale impound situations
- Provide expert testimony as needed in court proceedings

Rabies and Euthanasia Support

- Humane euthanasia as needed
- Oversight of staff training/certification in euthanasia procedures in compliance with Georgia law
- Assist with preparation of rabies suspects for submission to the state lab
- Maintain DEA licensure for the possession and use of controlled substances for euthanasia
- Accurate record keeping and disposal of euthanasia-related substances

General Consultation and Availability

- Ongoing consultation on shelter policy and case-by-case issues
- Availability of veterinary staff by telephone outside of regular business hours

EXHIBIT B

SERVICE PROVIDER'S UNIT PRICING PROPOSAL

Veterinary Services for Habersham County Animal Control

Leftover Pets Inc. d/b/a The Pet Mechanics will provide veterinary services as outlined in the Scope of Work with a proposed start date of _____. The clinic will be staffed 3 days per week (county observed holidays excluded) from 8 a.m. to 5 p.m. A licensed veterinarian and one veterinary assistant will be on-site each day to meet the surgical and medical needs of animals in the care of Habersham County.

The monthly fee for these services for the initial contract term (ending _____) is \$12,500. This monthly rate is inclusive of all labor and services outlined in Scope of Work as well as materials and pharmaceuticals needed to provide adequate medical and surgical services and humane euthanasia. This fee does NOT include additional veterinary care that the county elects to have performed at any off-site veterinary clinics (i.e. after-hours emergency care, extensive surgeries or hospitalizations or diagnostics). The following equipment will be provided by Leftover Pets for the duration of the contract term:

- stainless steel hydraulic surgery table
- 50W surgery light
- Millenium Gen2 anesthesia machine
- Drager isoflurane vaporizer
- Drive/Devilbiss 5-liter oxygen concentrator
- Surgical instrument packs (20)
- Ritter M11 autoclave

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall provide County with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies. The additional insured endorsement shall state that County is additionally insured – statements on Certificates of Insurance will not satisfy this requirement. Any claims-made policy shall provide an extended reporting period (tail coverage) of not less than five (5) years from the date of the completion of the Agreement. Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the County representative named in the Notices section of this Agreement. A renewal policy or certificate shall be delivered to County at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to County as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to County, Contractor shall deliver to the County representative upon demand a certified copy of any policy required herein for review. All insurance documents should be sent directly from the insurance company to the County representative. The following minimum limits are required. If higher limits are maintained by Contractor, County shall be entitled to coverage for any additional insurance proceeds in excess of the specified limits.

1. Statutory Workers' Compensation Insurance and Employer's Liability:

a)	Workers' Compensation	Statutory Requirement
b)	Employer's Liability, per Occurrence	\$1,000,000
2. Comprehensive General Liability Insurance:

a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
b)	Personal & Advertising Injury Limit	\$1,000,000
c)	General Aggregate Limit	\$2,000,000
d)	Products/Completed Operations Aggregate Limit	\$2,000,000
3. Comprehensive Automobile Liability Insurance:

a)	Per Occurrence Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
b)	Comprehensive form covering all owned, non-owned, and hired vehicles	
4. Excess Umbrella Liability Insurance:

a)	Per Occurrence and Aggregate Limit	\$1,000,000
b)	Coverage at least as broad as primary coverage as under 1, 2, and 3 above	
5. Professional Liability Insurance:

a)	Per Occurrence	\$1,000,000
b)	Aggregate Limit	\$3,000,000
6. Cyber Liability Insurance:

a)	Per Occurrence	\$1,000,000
b)	Aggregate Limit	\$3,000,000

EXHIBIT D

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor agrees that the employee-number category designated below is applicable to the Contractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

LEFTOVER PETS INC.
Name of Contractor

VETERINARY SERVICES
Name of Project

HABERSHAM COUNTY, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2026, in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____,
2026.

NOTARY PUBLIC
My commission expires:

[NOTARY SEAL]

EXHIBIT E

**STATE OF GEORGIA
COUNTY OF HABERSHAM**

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **LEFTOVER PETS INC.** on behalf of Habersham County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor. Subcontractor agrees that the employee-number category designated below is applicable to the Subcontractor.

_____ 500 or more employees _____ 100 or more employees _____ Fewer than 100 employees

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 202__ in
_____ (city), _____ (state).

Date of Authorization

Signature of Authorized Officer or Agent

Name of Contractor

Printed Name and Title of Authorized Officer or
Agent

VETERINARY SERVICES

Name of Project

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE _____ DAY OF _____,
202__.

HABERSHAM COUNTY, GEORGIA

Name of Public Employer

NOTARY PUBLIC

My commission expires:

[NOTARY SEAL]



Leftover Pets Spay/Neuter Clinic

770-307-3499

leftoverpets.org

facebook.com/leftoverpetsinc

Northeast GA spay/neuter alliance proposal

About our organization

Leftover Pets, Inc was formed in 2005 with the goal of providing spay/neuter surgeries for animals in underserved areas of northeast Georgia. We are a 501(c)3 nonprofit and registered Georgia charity. Our target population includes animals who have never been to a veterinarian and are unlikely to see a veterinarian. It has never been our goal to compete with other veterinary providers. Ultimately, we would love to provide free service for pet owners in need through organizational partnerships and grants.

Operations and services

Leftover Pets has always been a small organization. We currently have 3 employees. Dr. Amber Polvere is a founding member of the organization and has performed upwards of 80,000 spay/neuter surgeries since graduating from the University of Georgia in 2003. We use isoflurane gas anesthesia and multimodal pain control for all surgery patients.

Leftover Pets requires a surgical release for all patients. We do not deny service to high-risk patients. We will accommodate brachycephalic and obese patients and animals with concurrent illnesses such as heart murmurs, skin infections and respiratory disease. We educate owners of increased risk animals and require that they choose whether surgery is performed.

Leftover Pets operates out of a converted 46 feet car hauler. The clinic has climate control, 1 surgery table, 1 anesthesia machine, an oxygen concentrator and 22 animal enclosures (6 large dog cages).

Clinic requirements

Leftover Pets requires appointment scheduling services. We need a semi-permanent parking space with access to a 50-amp electrical connection, freshwater connection, and gray water disposal. Can we please use your restroom?

Leftover Pets would like to operate our clinic 3-4 days per week including one weekend day per month. We prefer that our partner organizations be responsible for taking any payment as well as appointment scheduling. While we do not offer clinic visits for post operative patients, we will provide post-op support by dedicated phone line, additional pain medication and antibiotics at no additional cost as needed. We include a 1 yr rabies vaccination for any eligible surgery patient that doesn't present with proof of current vaccination. We require and provide an incisional tattoo for all surgical patients. All community cats also receive an ear tip. We are happy to discuss microchip implantation and administration of core vaccines as well.

Many billing options are possible. Ideally, we would like a partner organization to pay for an entire surgery day. There are opportunities for this agreement to offer more surgeries per day (i.e. litters of puppies or kittens or a community/trap cat day).

Billing option 1 - \$1300 per day

Billing option 2 – per animal fee

Dogs over 50 lbs	\$125
Dogs up to 50 lbs	\$100
Female cat	\$80
Male cat	\$60

Scheduling for a surgery day

Points schedule: 48 pts allowable per day

6 pts = 1 F dog
3 pts = 1 M dog
3 pts = 1 F cats
3 pts = cat in trap
2 pts = M cat

OR

Specific schedule: 3 F dogs
3 M dogs
5 F cats or cats in traps
5 M cats

Above all we want to work with other organizations to improve the lives of animals by providing quality, affordable and accessible spay/neuter. Because we are a small organization, our operations can be flexible. We welcome any opportunity to discuss this proposal.

Dr Amber Polvere 770-633-9263
Susan Thompson 770-601-1506