

FORSYTH COUNTY
BOARD OF COMMISSIONERS

**BRIEFING
DRAFT**

MEETING DATE: SEPTEMBER 14, 2017 AGENDA ITEM NUMBER: 11

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
BETWEEN FORSYTH COUNTY AND DATAMAX CORPORATION FOR
PROVIDING DOG AND CAT REGISTRATION SERVICES AND MAINTAINING
THE COUNTY'S RABIES VACCINATION DATABASE FOR THE ANIMAL
CONTROL DEPARTMENT
(ANIMAL CONTROL DEPARTMENT)**

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:-

ATTACHMENTS: yes no

SIGNATURE: _____ DATE: _____
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A SERVICE AGREEMENT
BETWEEN FORSYTH COUNTY AND DATAMAX CORPORATION FOR PROVIDING
DOG AND CAT REGISTRATION SERVICES AND MAINTAINING THE COUNTY'S
RABIES VACCINATION DATABASE FOR THE ANIMAL CONTROL DEPARTMENT
(ANIMAL CONTROL DEPARTMENT)**

WHEREAS, the Forsyth County Animal Control Department proposes to contract with DataMax Corporation to provide training at a cost of \$18.00 per hour, and provide the County's dog and cat registration services and maintain the County's rabies vaccination database for a contingency fee of 36% of the monthly deposited/posted amount of pet license registrations effective July 1, 2017;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, a contract with DataMax Corporation to provide training at a cost of \$18.00 per hour, and provide County's dog and cat registration services and maintain the County's rabies vaccination database, for a contingency fee of 36% of the monthly deposited/posted amount of pet license registrations effective July 1, 2017, subject to a pre-audit certificate by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

BE IT FURTHER RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the County Manager and Clerk to the Board to execute subsequent contracts or contract amendments for these services within budgeted appropriations in current and future fiscal years, if these services continue to be necessary.

Adopted this 14th day of September 2017.

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made by and between DataMax Corporation's (hereinafter "DataMax") and **Forsyth County Department of Animal Control** (hereinafter "Client").

In consideration of the mutual covenants and agreements hereinafter contained, DataMax and Client agree as follows:

Training: DataMax will be paid at a rate of \$18 per hour for time DataMax personnel spend with Animal Control's designated trainer to establish proficiency on the Chameleon/CMS© database system. Revised May 2017: DataMax began working for Client April 2016 and is fully trained. This section is not applicable to this revision.

Ongoing scope of work: DataMax will provide the following on-going services to Client:

1. Maintain the Client's rabies vaccination database:
 - a. Ensure pet registration database is up-to-date by entering all new and backlog veterinarian rabies vaccination forms.
 - b. Develop (in conjunction with Client) and implement a comprehensive compliance outreach program for all veterinarians in or near Forsyth Co. with the goal of significantly improving rabies vaccination reporting.
2. Electronically compile and submit monthly registration/renewal batches to Forsyth County's Mail/Print Shop for processing.
3. Receive/process renewal checks and correspondence, post all payments, update all records and deposit all funds in the Client's designated account.
4. Conduct Quarterly Business Reviews (QBRs) with Client to review productivity, revenue results and potential process enhancements.

Client responsibilities:

1. Provide DataMax with access to the information necessary to perform the duties outlined in this Agreement.
2. Provide DataMax with a primary point of contact for communication needed to perform the duties outlined in this Agreement.
3. Absorb any system set-up or related costs associated with DataMax establishing and maintaining remote access to Client's Chameleon/CMS© system.
4. Assign personnel to assist DataMax with training, technical and/or other issues that may arise during the course of providing services under this Agreement.

Pricing for this scope of work will be contingency based at 36% of the monthly deposited/posted amount of pet license registrations effective July 1, 2017.

Pricing for additional special projects and/or other services will be determined on a case-by-case basis.

DataMax will provide trained personnel to work from DataMax's office on Client's computer system for services covered by this Agreement. Client will provide DataMax with VPN access in order for DataMax to document all account activity.

SERVICE AGREEMENT
(continued)

DataMax understands that all confidential information (demographic, financial, etc.) belonging to Client must be kept confidential. This information is to be used solely in the performance of the duties outlined in this Agreement. DataMax shall abide by all privacy regulations as defined by federal and state laws.

DataMax is acting as an independent contractor in the performance of its duties under this Agreement.

Client will be invoiced monthly at the agreed upon rate by DataMax and Client agrees to pay such invoices within thirty (30) days.

This Agreement shall remain in full force and effect until cancelled by either party giving the other party a 30-day written notice of such cancellation. However, the initial term of this Agreement shall be six months in order to provide DataMax with sufficient time to prove its value as a service provider.

It is further mutually agreed that DataMax and Client shall each be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder and shall each indemnify and hold harmless the other for and from all such third party claims, including reasonable attorney fees, arising on account of its:

- a. acts of negligence,
- b. failure to perform any of its obligations hereunder, and/or
- c. violation of regulations or laws pertaining to the work covered by this Agreement.

This Agreement shall be controlled by and construed under the laws of the State of North Carolina.

Dated this 29th day of June, 2017

Lisa A. Venable, President & CEO
DataMax Corporation
711 Coliseum Plaza Court
Winston-Salem, NC 27106
Phone (336) 777-3582

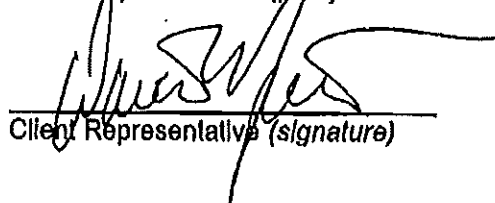
David Morris, Director
Forsyth County Department of Animal Control
5570 Sturmer Park Circle
Winston-Salem, NC 27105
Phone (336) 703-2490

Lisa A. Venable
DataMax Representative (print)



DataMax Representative (signature)

David Morris
Client Representative (print)



Client Representative (signature)

Contract #2018-0062-00: DataMax Pet Licensing

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

8/3/2017

Date


Director of Finance