



# RESOLUTION No. 13-194

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A PERSONAL SERVICES CONTRACT WITH SAMMIE'S FRIENDS REGARDING THE OPERATION AND ADMINISTRATION OF THE NEVADA COUNTY ANIMAL SHELTER, IN THE MAXIMUM CONTRACT AMOUNT OF \$1,509,270, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT

WHEREAS, Sammie's Friends has been the contractor and operator of the Nevada County Animal Shelter since July 1, 2010; and,

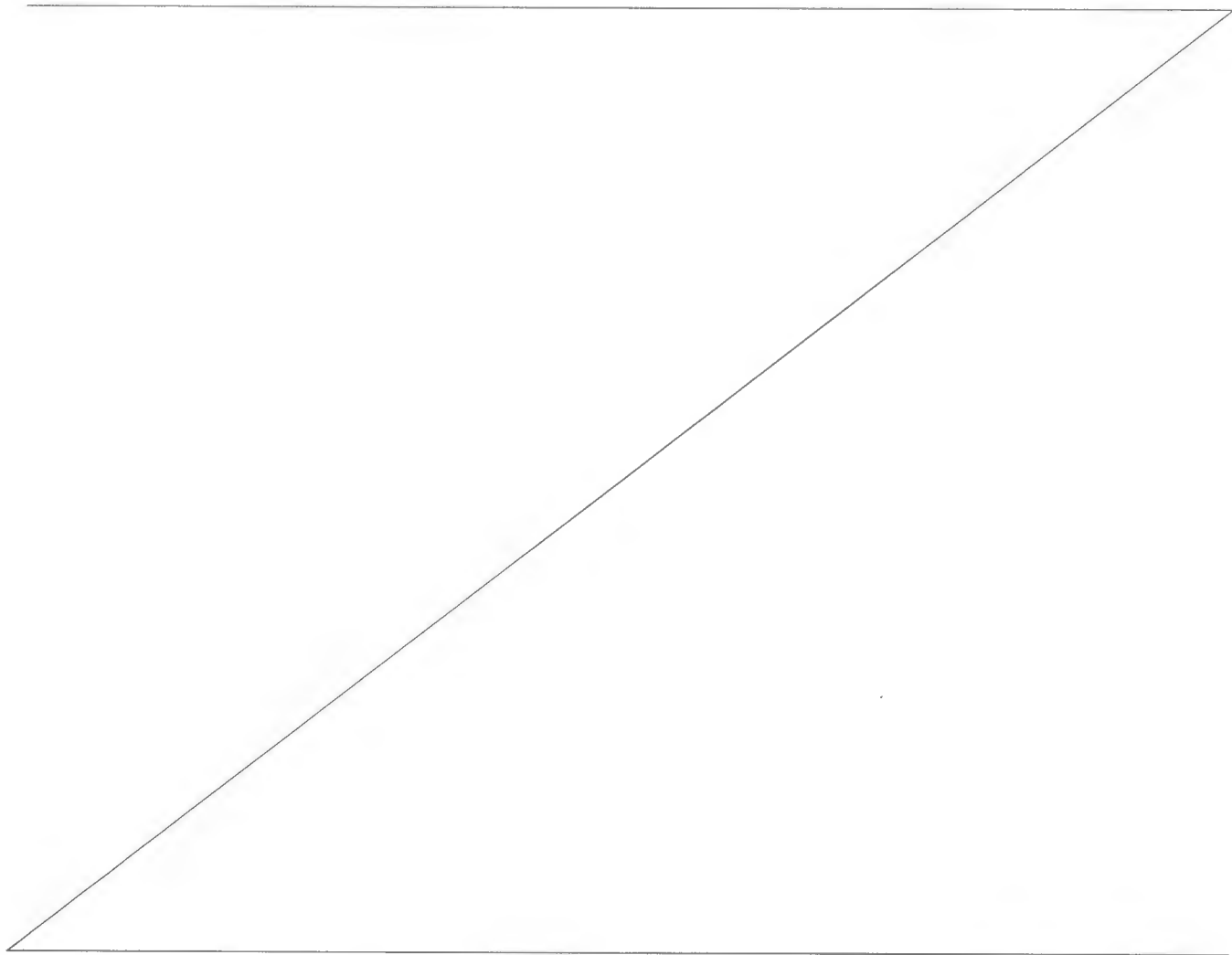
WHEREAS, Sammie's Friends has provided the care, humane treatment, vaccinations, medical care, spay and neuter and veterinary services of animals housed at the shelter. In addition to the core contract services, Sammie's Friends provided additional funding that led to expanded services including the following: animal adoption counseling services; specialized animal behavioral rehabilitation to foster successful placement of hard to place shelter animals; expanded animal care education for the public; and expanded medical veterinarian care for shelter animals; and,

WHEREAS, Sammie's Friends secured an additional \$251,000 in revenue through grants, donations, and fundraising activities to support the care of shelter animals; and,

WHEREAS, in December of 2012, Nevada County Sheriff's Department released a Letter of Intent (LOI) to solicit shelter providers. Sammie's Friends submitted the only proposal; and,

WHEREAS, it was determined that Sammie's Friends met the qualifications as a shelter provider. A five year contract has been negotiated beginning July 1, 2013, and ending June 30, 2018, pending Board of Supervisor approval and contingent on the appropriation of funds proposed in the Fiscal Year 2013/2014 budget for this purpose; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract, by and between the County of Nevada and Sammie's Friends pertaining to the operation and administration of the Nevada County Animal Shelter, in a maximum contract amount not to exceed \$1,509,270 for the period beginning July 1, 2013, and ending June 30, 2018, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and hereby is authorized to execute the Contract, on behalf of the County of Nevada.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11<sup>th</sup> day of June, 2013, by the following vote of said Board:

- Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

DONNA LANDI  
Clerk of the Board of Supervisors

By: Donna Landi

Hank Weston  
Hank Weston, Chair

06/11/2013 cc: AC\*(hold)

07/05/2013 cc: Sheriff\*  
Sammie's Friends  
AC\*(release)

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Sammie's Friends**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Animal Shelter Services**

**SUMMARY OF MATERIAL TERMS**

- (§2) **Maximum Contract Price:** \$1,509,270
- (§3) **Contract Beginning Date:** 07/01/2013      **Contract Termination Date:** 06/30/2018
- (§4) **Liquidated Damages:** \_\_\_\_\_

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	<u>X</u>	_____
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	<u>X</u>	_____
	(\$1,000,000) Business Rated	<u>X</u>	_____
	(\$1,000,000) Commercial Policy	_____	<u>X</u>
(§8)	<b>Worker's Compensation</b>	<u>X</u>	_____
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>X</u>	_____

**NOTICE & IDENTIFICATION**

- (§25) **Contractor: Sammie's Friends**      **County of Nevada:**  
 14647 McCourtney Road      950 Maidu Avenue  
 Grass Valley, California 95949      Nevada City, California 95959
- Contact Person: Cheryl Wicks      Contact Person: Joseph Salivar  
 ( 530 ) 272-8833      ( 530 ) 265-1590  
 e-mail: Cheryl.wicks@sammiesfriends.org      e-mail: joseph.salivar@co.nevada.ca.us  
 Fund: 0101 - 20704 -156 - 1000 - 521520

**Contractor is a:** (check all that apply)

Corporation:	<u>X</u> Calif.,	_____ Other,	_____ LLC,	<u>X</u> Non-profit
Partnership:	_____ Calif.,	_____ Other,	_____ LLP,	_____ Limited
Person:	_____ Indiv.,	_____ Db,	_____ Ass'n	_____ Other

**EDD:** Independent Contractor Worksheet Required: \_\_\_\_\_ Yes      \_\_\_\_\_ No  
**HIPAA:** Schedule of Required Provisions (Exhibit D): \_\_\_\_\_ Yes      \_\_\_\_\_ No

**ATTACHMENTS**

Designate all required attachments:	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>X</u>	_____
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>	_____
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>X</u>	_____
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	_____	_____
<b>Exhibit E: Use of Shelter Facilities</b>	<u>X</u>	_____

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

#### 1. **Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

#### 2. **Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

#### 3. **Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

#### 4. **Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

#### 5. **Time of the Essence:**

Time is of the essence with respect to parties' performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

#### 6. **Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees and/or volunteers in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies



with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, its officers, officials, employees, agents and volunteers, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Nothing herein shall be construed as a limitation of County's liability, and County shall indemnify, defend and hold harmless the Contractor and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of County, its officers, officials, employees, agents and volunteers, except such loss or damage which was caused by the sole negligence or willful misconduct of Contractor or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and its officers, officials, employees, agents and volunteers thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**14. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.



**15. Accessibility** (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**16. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**17. Prior Nevada County Employment** (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**18. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**19. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which non breaching party may elect to immediately suspend performance hereunder, or terminate this contract, or both, **without notice** unless, the breaching party can provide reasonable assurances that it can cure the material breach within seven (7) days of notice of the material breach by the non breaching party. For purposes of this contract, a material breach is a failure of a party to perform any term of the contract without a legitimate legal excuse, such that the breach results in substantial deprivation of the benefits the aggrieved party reasonably expected under the contract.

Either party may terminate this Contract for any reason, or without cause, by giving **sixty (60) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

**Dispute Resolution:** The parties acknowledge their desire for a long-term and mutually beneficial contractual relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for discussions intended to facilitate the

resolution of such disagreement or dispute. Upon mutual agreement, the parties may utilize a third-party mediator to seek resolution to any disagreement or dispute.

In the event that either party believes that an unforeseen circumstance has materially and substantially changed the benefits or obligations under the contract, such that a reasonable party would not have entered the contract if the unforeseen circumstance had been known at the time the contract was ratified, the parties shall be required to meet in good faith to discuss the alleged unforeseen circumstance and determine whether any amendments to the contract are warranted.

### Miscellaneous

**20. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**21. Intellectual Property:**

All of Contractor's original records, plans, documents, information, and reports, electronic or otherwise, which are required under applicable law and regulatory authority in connection with the Services provided by the Contractor under this Contract, and as specified in Exhibit A, Section 3, shall be property of the County and upon fifteen days' written demand therefore, shall be promptly delivered to County, in a readily useable format. Provided however, that for personal purposes only and not for commercial purposes, Contractor may retain a copy of anything delivered to County pursuant to this Section.

**22. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**23. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**24. Compliance with Applicable Laws:**

The Parties shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**25. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §25, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §25 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**26. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.





IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

*Cheryl Wicks*  
Name: Cheryl Wicks  
Title: President, Sammie's Friends  
Dated: *May 30, 2013*

**COUNTY OF NEVADA:**

*Hank Weston*  
Honorable Hank Weston  
Chair, Board of Supervisors  
Dated: *6-11-13*

Attest: *Donna Landi*  
Donna Landi  
Clerk of the Board of Supervisors

*CW*

## EXHIBIT "A"

### SCHEDULE OF SERVICES

Contractor agrees that it will at all times during the term of this Agreement, provide the County with shelter services in accordance with the provisions of Chapter IV of the General Code of the County pertaining to Humane Animal Control and the County's internal euthanasia policy, which is attached hereto as ATTACHMENT A and incorporated herein by reference.

Contractor agrees to operate and maintain the shelter located at 14647 McCourtney Road, Grass Valley, California ("Shelter") for the confinement, disposal, and handling of any and all animals, including but not limited to: strays, impounds, animals acquired through the Public Administrative process, animals held as evidence, animals to be held in quarantine, and owner-turn in, that may be picked up by NEVADA COUNTY ANIMAL CONTROL (NCAC), Sheriff's Office or delivered to said Shelter, as hereinafter provided, together with any and all apparatus and equipment, services, supervision, and labor necessary in order to perform said Shelter services.

County and Contractor shall comply with all applicable state law, Nevada County Ordinances and Nevada County Animal Control Regulations during the term of this Agreement.

- I. The Shelter services which the Contractor agrees to provide shall be limited to animals from the unincorporated areas of the County and shall include the following:
  - a. Contractor shall provide animals housed at the Shelter with adequate feed, water, shelter, space, care, treatment and transportation.
  - b. All Shelter services shall be provided in accordance with the Guidelines as written by the Association of Shelter Veterinarians for Standards of Care in Animal Shelter.
  - c. Contractor shall provide humane treatment of all animals while in the Shelter and shall provide basic first aid services including licensed veterinary care and DHPP / FVRCP vaccinations at the Contractor's expense. Veterinary services provided must meet federal and state statutory and regulatory requirements for the practice of veterinary medicine, including, but not limited to, the California Business and Professions Code, commencing with Section 4800, and the California Code of Regulations, commencing with Section 2000 of Title 16. Pursuant to California Code of Regulations Section 2035 of Title 16, Division 20. The supervising veterinarian shall be responsible for determining the competency of all employees, registered or otherwise, involved in the veterinary care of animals at the Shelter and shall make all decisions related to diagnoses, treatment, management, and future disposition of all animal patients while under the care of veterinarian. Any delegation of animal health care tasks by the supervising veterinarian to employees shall only occur after the supervising veterinarian has examined the



animal patient, and shall provide adequate supervision to insure that all delegated treatment and care is performed in a satisfactory manner.

- d. In accordance with Hayden's law, all dogs and cats shall be spayed/neutered prior to adoption.
- e. Contractor shall provide County with a written copy of an adoption program that will seek humane, compatible, and permanent homes for animals. Contractor will maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.
- f. A minimum of 28 separate dog kennels and 37 separate cat cages must be available and maintained at the Shelter. Cat cages must be separated from dog kennels. All quarters must be sanitized and cleaned daily.
- g. Each day, the Contractor will collect and properly dispose of all animal refuse, manure or other animal waste.
- h. Every effort should be made to ensure same species animals are separated by sex. On occasion, altered animals, previously housed together peacefully will be allowed to share a quarters.
- i. Adoption animals will be separate from hold-stray animals. On occasion, altered animals, previously housed together peacefully will be allowed to share a quarters, but with prior approval of the Animal Shelter Director.
- j. Quarantine kennels will be separate from all other kennels.
- k. The Shelter shall have the ability to shelter other animals, including but not limited to livestock, birds, rodents, snakes and exotic animals.
- l. Contractor will provide NCAC/Sheriff's Office personnel with 24/7 access to the Shelter for the purpose of housing an animal secured after hours.
- m. All animals shall have County-approved disposition/identification cards attached to the kennels or cages. The cards will indicate the breed, color, sex, age, information, date the animal was received and a file reference number.
- n. The Contractor shall be responsible for the enforcement of the quarantine for a ten-day (10-day) period of any animal which has bitten a person and shall document and monitor all animals under quarantine in accordance with state law, Nevada County Ordinances and Nevada County Animal Control Regulations.
- o. Contractor shall immediately report to Animal Control the illegal, unauthorized or accidental release of any animal from the Shelter and shall immediately take any actions reasonably necessary to ensure the safe return of the animal to the Shelter.
- p. Contractor shall be responsible for the humane euthanasia of any animal using methods conforming to the State of California's euthanasia policy and the County's euthanasia policy (ATTACHMENT A), if euthanasia is required for reasons of public safety or welfare or animals that are irremediably suffering from injury or illness. Euthanasia will be accomplished by lethal injection. At least one designated staff must be trained and certified to administer controlled euthanasia solutions. Contractor is responsible for provision of euthanasia solution.



- q. In accordance with Public Health regulations, Contractor will properly store all animal carcasses until such time as the carcasses are removed from the Shelter.
- r. Contractor will purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct Shelter operations.

## II. Shelter Hours

Contractor shall keep the Shelter open to the public at least six (6) days per week for 24 hours per week; provided however, Contractor have the right to determine the hours each day that the Shelter will be open to the public. The Shelter may be closed to the public on Sundays and County holidays. County recognizes that, on occasion, circumstances beyond the control of the Contractor may arise that require reduced service hours. When these events occur the Contractor will notify the public via a recorded phone message and signage at the Shelter of the date and time that the Shelter will reopen. The Contractor will notify the County within 24 hours of any unscheduled closure and report the reasons for closure and projected time the Shelter will reopen to the public.

## III. Records/Inventory/Reports

- a. Contractor shall maintain complete records of all animals delivered to the Contractor by NCAC, an owner, other government Agency or a member of the public. After three years, the Contractor shall transfer all such records to the Sheriff's Department who will be responsible for document retention in accordance with the County's document retention policy. All such documents and records shall remain the property of Nevada County and any other use, release, outside of providing shelter services pursuant to this contract, shall require the prior approval of the County.
- b. Contractor shall maintain and submit to the County a detailed inventory of all animals delivered to the Contractor by the 5<sup>th</sup> of each month. The detailed inventory shall include the following:
  - i. Type of animal, breed, sex, license tag number (if available), microchip information (if available), date the animal was received, from whom the animal was received (designated as: Owner, County, other government agency, member of public), owner's name (if available), and the final disposition of the animal, date of disposition, any associated fees collected and any spay and neuter vouchers issued. The report will also include service information, euthanasia, licenses issued, impounds, and other programmatic statistics that may be identified by the County. The report shall be in the form set forth in ATTACHMENT B.
- c. County and Contractor agree that any software system to be implemented will be reviewed by both parties in an attempt to meet the needs of both parties. If the



system is to be used by both parties, that the system meets the needs of both parties in terms of capabilities, cost and confidentiality.

- d. Contractor shall have access to historic financial and animal records by making a formal request in writing to the Sheriff's Office. Records shall be provided as long as they are available within ten days.

#### IV. Volunteer Program:

- a. Contractor may operate a volunteer program. The Contractor shall properly screen and train volunteers assisting at the Shelter. All volunteers must be supervised by an employee of the Contractor designated to perform this supervision. All volunteers shall execute, as a condition of their participation, a waiver of County liability, in the form and content acceptable to the County.
- b. The volunteer program is operated under Sammie's Friends. The County is not responsible for the recruitment, supervision or oversight of the volunteers.

#### V. Collection of County Fees

- a. Contractor may collect license and impound fees on behalf of the County and as directed by the County and in accordance with the requirements set forth by the County Auditor-Controller, according to the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- b. Contractor may sell and issue dog licenses to the citizens residing in the unincorporated areas of the County in accordance with the NCAC procedure for issuing licenses and the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- c. County will allow Contractor access to a future County Licensing System for the processing of animal licensing.
- d. Contractor shall collect the requisite sums for rabies vaccination where required and license fee for all dogs returned to owner or adopted if their dog is four months of age or older, according to the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- e. Contractor shall present any proposed changes to the County fee schedule, together with appropriate justification for the changes, to the Sheriff's Office, County Executive Office and Auditor-Controller for review and recommendation to the Nevada County Board of Supervisors.



## VI. COUNTY RESPONSIBILITIES

- a. County shall provide Contractor with full use of the Shelter facilities located at 14647 McCourtney Rd., Grass Valley, CA 95949, as shown in the Site Plan attached hereto as ATTACHMENT D ("Premises"). The Shelter facilities are comprised of a 3,294 square foot building ("Building") and the grounds appurtenant to the Building to the extent such grounds are used for and necessary to the operation of the Building. Contractor shall comply with all terms and conditions regarding its use of the Shelter facilities as set forth in EXHIBIT C attached hereto and incorporated herein by reference.
- b. County shall provide all templates required by Contractor for intake, medical treatment, adoption, redemption, rescue, and spay and neuter certificates for the Shelter. If specific reporting and documentation procedures are required, County shall provide training on these procedures.
- c. County shall retain the duties and financial responsibilities for removal and transport of animal carcasses, after such carcasses are removed from the shelter.
- d. County shall retain the duties related to the testing for rabies in animals that show signs of the disease, as required by State Law, subject to the Nevada County Public Health policy.
- e. Certain equipment used in the operation of the shelter shall remain in the shelter for use by Contractor. Maintenance and replacement of said equipment is addressed in ATTACHMENT E and is the responsibility of the Contractor.
- f. NCAC/Sheriff's Office will coordinate with Contractor to assure that animals brought in by NCAC/Sheriff's Office will be accommodated and housed properly at the Shelter. In the event that a large number of animals are brought into the Shelter at any one time, NCAC will work collaboratively with the Contractor to find proper placements for said animals.
- g. For animals that are being housed as evidence in a criminal case, Contractor is responsible for providing proper board and care for the first 150 animal boarding days for such animals. The number of boarding days shall be calculated for each separate evidentiary case, regardless of the number of animals to be sheltered, beginning with the date on which the first animal is delivered to the Contractor for each single evidentiary case. Any and all animals delivered to the Contractor for a single evidentiary case shall be counted against the same 150 animal boarding days, regardless of when they are brought in. After the first 150 animal boarding days for each evidentiary case, the County will pay 50% of actual cost of board and care fees for such animals until the animals are released, surrendered, or become property of the Animal Shelter. Any one time cost for services other than board and care that exceeds \$500 must be approved by the undersheriff or designee prior to incurring said cost.

To provide further clarification on the intent of the contract the following example has been provided:



*Five (5) animals are brought in on 8-1-13 to 8-22-13 = 110 animal days*

*Three (3) more animals are brought in on 8-10-13 = 36 animal days*

*Two (2) more animals are brought in on 8-17-13 = 10 animal days*

*Total: 156 animal days*

Under this example, starting on 8-23-13 the County would be responsible for 50% of actual charges incurred for the animals care from that day forward until the situation is resolved by the Courts.

VII. Miscellaneous

- a. The County reserves the right to make inspections of the Shelter at any time, with or without notice, to assure compliance with the scope of work and ensure the animals are cared for in a humane manner.
- b. County and Contractor agree to act in a professional manner at all times.
- c. County will pay University of California Davis Veterinary Medicine, Shelter Medicine Program to provide a program review of Shelter operations every three years. The review findings will be used as a tool to enhance and protect the health of Shelter animals and enhance Shelter operations.
- d. This contract may be renewed for up to two (2) years at the discretion of the Board of Supervisors. The County will provide contractor written notification with intent to renew the contract or to solicit Request for Proposals (RFP) by January 1, 2018.
- e. Contractor shall provide the most recent copy of the Contractor's IRS Form 990 and annual financial statements. These statements are due to the County within thirty (30) days of execution of the Contract, and annually thereafter by May 15.
- f. The budget is based on a baseline of 1,500 animals that are sheltered per fiscal year. If the number of animals cared for exceeds the baseline, the reimbursement for the additional animals may be negotiated within 45 days after receiving written notification from the Contractor to the County.



**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

A. The maximum amount of payment made under this contract for fiscal year 2013-14 shall not exceed \$290,019 and shall be subject to the availability of funds to the County. Payments will be made in 12 equal installments, which shall be due and payable as of the 5th of each month beginning July 1, 2013

i. July 1, 2013	\$290,019
ii. July 1, 2014	\$295,819
iii. July 1, 2015	\$301,736
iv. July 1, 2016	\$307,770
v. July 1, 2017	\$313,926

B. Changes to the line items as between major categories (Salaries and Benefits, and Services and Supplies) above in excess of ten percent (10%) or rollover of funds from one Fiscal Year to another shall be submitted in advance for approval by the Undersheriff or his designee who at sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the contract.

**BILLING AND PAYMENT**

Contractor shall submit an invoice to County by the 15th of each preceding the month services to be rendered. Each invoice shall include ATTACHMENT B.

**Invoices are to be submitted to:**

Nevada County Sheriff's Office  
Attention: Fiscal Unit  
Post Office Box 1210  
Nevada City, California 95959



**CONTRACT EXPENDITURE BREAKDOWN  
DESCRIPTION EXPENSE**

		Year One	Year Two	Year Three	Year Four	Year Five
		FY 13/14	FY 14/15	FY15/16	FY 16/17	FY 17/18
<b><u>SALARIES AND BENEFITS</u></b>						
<b>PERMANENT FULL TIME SALARIES</b>						
Position 1	Shelter Director	65,000	66,300	67,626	68,979	70,358
Position 2	Office Manager	35,000	35,700	36,414	37,142	37,885
Position 3	Shelter Coordinator	41,500	42,330	43,177	44,040	44,921
Position 4	Shelter Associate	35,500	36,210	36,934	37,673	38,426
<b>TEMPORARY OR PART TIME SALARIES</b>						
Position 1	Shelter Attendant	0	0	0	0	0
<b>BENEFITS</b>						
Insurance, etc.		22,500	22,950	23,409	23,877	24,355
<b>WORKER'S COMP</b>		17,000	17,340	17,687	18,041	18,401
<b>TELEPHONE SERVICE</b>						
Standard Phone Expense	Provider	1,000	1,020	1,040	1,061	1,082
Cell Phone Service	Provider	0	0	0	0	0
<b><u>Refuse Disposal</u></b>						
Trash Pick-up	Dump Fees	500	510	520	531	541
DOTS - Semi-Annual Waste Fee	DOTS (JE)		0	0	0	0
<b><u>Household Expense – Other</u></b>						
Cleaning Supplies/Office	Janitorial Supplies	3,000	3,060	3,121	3,184	3,247
Drinking water	Gold Country	500	510	520	531	541

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	Water					
Disinfectant/Foaming		2,500	2,550	2,601	2,653	2,706
<b>INSURANCE</b>						
Liability – General		4,000	4,080	4,162	4,245	4,330
Liability – Auto		1,000	1,020	1,040	1,061	1,082
<b>MAINT - BLDGS&amp; IMPROV</b>						
Routine Maintenance		2,000	2,040	2,081	2,122	2,165
Other - add as needed			0	0	0	0
<b>MEMBERSHIPS:</b>						
State Humane Assn.		0	0	0	0	0
Other - add as needed		0	0	0	0	0
<b>MEDICAL, DENTAL &amp; LAB (For People)</b>						
First Aid Kits	Replenish	150	153	156	159	162
Other - add as needed		600	612	624	637	649
<b>OFFICE EXPENSE</b>						
Office Supplies		500	510	520	531	541
Printing Supplies		1,000	1,020	1,040	1,061	1,082
Subscriptions - Magazines, etc.		0	0	0	0	0
Copies		250	255	260	265	271
Miscellaneous		250	255	260	265	271
<b>POSTAGE</b>						
US Postal Service	Postage	400	408	416	424	433
UPS/FED EX	Shipping		0	0	0	0
<b>COMPUTER SOFTWARE AND LICENSES</b>						
Upgrade Software		500	510	520	531	541
New License software		200	204	208	212	216

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Other - add as needed			0	0	0	0
<b>COMPUTER AND RELATED EQUIPMENT</b>						
New computers			0	0	0	0
Printers			0	0	0	0
Miscellaneous			0	0	0	0
			0	0	0	0
<b>PROFESSIONAL SERVICES</b>						
Accounting & Audit			0	0	0	0
Technical services			0	0	0	0
Contract Vet Services		29,319	29,905	30,503	31,114	31,736
Vet Services for Injured/Sick Shelter Animals		0	0	0	0	0
Emergency Vet Services			0	0	0	0
Transport & Service		500	510	520	531	541
Placer County Public Health Labs	Rabies Testing	0	0	0	0	0
Sharps Needle Disposal		400	408	416	424	433
Euthanasia		250	255	260	265	271
Bank and payroll fees		1,800	1,836	1,873	1,910	1,948
<b>SPEC DEPT EXPENSE</b>						
Storage Containers			0	0	0	0
Transport Cages		200	204	208	212	216
Cat Litter/Cat Pan Liners/Litter Boxes		3,000	3,060	3,121	3,184	3,247
Leashes and Collars		500	510	520	531	541
Dog Food		2,500	2,550	2,601	2,653	2,706
Cat Food		3,300	3,366	3,433	3,502	3,572
Other Food		2,500	2,550	2,601	2,653	2,706
Feed and Supply Items		200	204	208	212	216

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Feeding Bowls		250	255	260	265	271
Lethal injection Drugs			0	0	0	0
Cleaning Supplies Cages and Kennels		400	408	416	424	433
Grooming Supplies		150	153	156	159	162
Beds and Bedding		250	255	260	265	271
Flea and Tick Treatment		250	255	260	265	271
Heartworm Medicine		1,000	1,020	1,040	1,061	1,082
Medical Items not in Professional Services	detail required		0	0	0	0
Sales Tax		1,300	1,326	1,353	1,380	1,407
Remittance of Impound/License Fees		0	0	0	0	0
Miscellaneous		0	0	0	0	0
Reserve		0	0	0	0	0
<b>VEHICLES</b>						
Fuel Costs		550	561	572	584	595
Repair & Maintenance		550	561	572	584	595
<b>UTILITIES</b>						
Electricity		3,500	3,570	3,641	3,714	3,789
Propane		2,500	2,550	2,601	2,653	2,706
<b>TOTAL EXPENSE</b>		<b>290,019</b>	<b>295,819</b>	<b>301,736</b>	<b>307,770</b>	<b>313,926</b>

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# Shelter Services Budget Worksheet - Nevada County

ACCT # County Ref	REQUEST	Purpose/Vendor/Notes	Proposed Budget Year One
<b>REVENUES</b>			
<b>410010</b>	<b>ANIMAL LICENSES</b>		
	License - Dog	Remit to County 500 @ \$10 ea	5,000
	License - Stock Dog	Remit to County	
	License - Vicious or Dangerous	Remit to County	
	License - Exotic Animal	Remit to County	
	License - Annual Renewal (Exotic or Vicious)	Remit to County	
<b>453780</b>	<b>HUMANE SERVICES</b>		
	Board Fees - Cat		80,500
	Board Fees - Dog		100
	Board Fees - Other		5,000
	Impound Fees	Remit to County	400
	Cat Adoption Fees		1,200
	Dog Adoption Fees		22,500
	Euthanasia Fees		36,000
	OTI Cat Turn-in Fees		0
	OTI Dog Turn-in Fees		1,000
	Recovery Fees	Recovery on Brought to Shelter Dogs	2,000
	Quarantine Fees		8,500
	Surcharge on Licenses		200
	Other Adoption Fee		1,500
	Other (Miscellaneous)		1,500
			600
<b>462000</b>	<b>OTHER REVENUE</b>		
	Cash Donations		166,000
	Check/Credit Card Donations		10,000
	Miscellaneous	Special Events	20,000
	In Kind Donations (Value)		5,000
	Transaction Fees		
	Service Fees	Sammie's Friends	129,500
	Other (add detail)	On-Site Sales	1,500
	<b>OPERATOR GENERATED REVENUE (this line automatically calculated)</b>		<b>251,500</b>
	<b>GENERAL FUND CONTRIBUTION (County Contribution)</b>		<b>290,019</b>

# Shelter Services Budget Worksheet - Nevada County

ACCT # County Ref	REQUEST	Purpose/Vendor/Notes	Proposed Budget Year One
<b>TOTAL REVENUE</b>			<b>541,519</b>
<b>EXPENSES</b>			
<b>510100 PERMANENT FULL TIME SALARIES</b>			
Position 1		Shelter Director	209,000
Position 2		Office Manager	35,000
Position 3		Shelter Coordinator	41,500
Position 4		Shelter Associate	35,500
Position 5		Shelter Support	32,000
<b>510100 TEMPORARY OR PART TIME SALARIES</b>			
Position 1		Shelter Attendant	20,500
Position 2		Title and Function (name if known)	
Position 3		Title and Function (name if known)	
Position 4		Title and Function (name if known)	
<b>510400 BENEFITS</b>			
		Insurance, etc.	22,500
<b>510500 WORKER'S COMP</b>			
			17,000
<b>TOTAL SALARIES/BENEFITS</b>			<b>269,000</b>
<b>520310 TELEPHONE SERVICE</b>			
		Standard Phone Expense	2,500
		Cell Phone Service	0
<b>520330 DATA COMMUNICATIONS</b>			
		DSL	0

# Shelter Services Budget Worksheet - Nevada County

ACCT # County Ref	REQUEST	Purpose/Vendor/Notes	Proposed Budget Year One
<b>520660</b>	<b>Refuse Disposal</b>		
	Trash Pick-up	Dump Fees	1,000
	DOTS - Semi-Annual Waste Fee	DOTS (JE)	1,000
<b>520690</b>	<b>Household Expense - Other</b>		
	Cleaning Supplies/Office	Janitorial Supplies	12,000
	Drinking water	Gold Country Water	6,000
	DISINFECTANT/FOAMING		500
	Other - add as needed		5,500
	Other - add as needed		
	Other - add as needed		
<b>520700</b>	<b>INSURANCE</b>		
	Liability - General		5,000
	Liability - Auto		4,000
			1,000
<b>521000</b>	<b>MAINT - BLDGS&amp; IMPROV</b>		
	Routine Maintenance		2,000
	Other - add as needed		
<b>521200</b>	<b>MEMBERSHIPS:</b>		
	State Humane Assn.		0
	Other - add as needed		0
<b>521300</b>	<b>MEDICAL, DENTAL &amp; LAB (For People)</b>		
	First Aid Kits	Replenish	750
	Other - add as needed		150
			600
<b>521410</b>	<b>OFFICE EXPENSE</b>		
	Office Supplies		5,000
	Printing Supplies		1,500
	Subscriptions - Magazines, etc.		2,500
	Copies		0
	Miscellaneous		500
			500

# Shelter Services Budget Worksheet - Nevada County

ACCT # County Ref	REQUEST	Purpose/Vendor/Notes	Proposed Budget Year One
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<b>521420</b>	<b>POSTAGE</b>		800
	US Postal Service	Postage	800
	UPS/FED EX	Shipping	

<b>521470</b>	<b>COMPUTER SOFTWARE AND LICENSES</b>		700
	Upgrade Software		500
	New License software		200
	Other - add as needed		

<b>521480</b>	<b>COMPUTER AND RELATED EQUIPMENT</b>		3,500
	New computers		2,000
	Printers		1,000
	Miscellaneous		500

<b>521520</b>	<b>PROFESSIONAL SERVICES</b>		180,100
	Accounting & Audit		
	Technical services		80,000
	Contract Vet Services		60,000
	Vet Services for Injured/Sick Shelter Animals		
	Emergency Vet Services		500
	Transport & Service		0
	Placer County Public Health Labs	Rabies Testing	800
	Sharps Needle Disposal		500
	Euthanasia		1,800
	Bank and payroll fees		1,500
	Impound Fees to County		30,000
	Licenses and permits	Spay//Neuter	5,000
	Other professional services	500 @ \$10 ea	
	Licenses to County		

<b>521700</b>	<b>RENTS &amp; LEASES-EQUIP</b>		0
	If Any		
	Other - add as needed		

<b>521700</b>	<b>RENTS &amp; LEASES - BUILDINGS</b>		
	Annual Rent		



# Shelter Services Budget Worksheet - Nevada County

<b>ACCT #</b> County Ref	<b>REQUEST</b>	<b>Purpose/Vendor/Notes</b>	<b>Proposed Budget Year One</b>
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**522090 SPEC DEPT EXPENSE** 47,400

Storage Containers	400
Transport Cages	7,500
Cat Litter/Cat Pan Liners/Litter Boxes	1,000
Leashes and Collars	5,500
Dog Food	6,500
Cat Food	5,000
Other Food	400
Feed and Supply Items	500
Feeding Bowls	
Lethal injection Drugs	
Cleaning Supplies Cages and Kennels	800
Grooming Supplies	300
Beds and Bedding	500
Flea and Tick Treatment	500
Heartworm Medicine	2,000
Medical Items not in Professional Services	1,300
Sales Tax	2,200
Remittance of Impound/License Fees	8,000
Miscellaneous	5,000
Reserve	

**522210 VEHICLES** 2,700

Fuel Costs	1,200
Repair & Maintenance	1,500

**522400 UTILITIES** 11,000

Electricity	7,500
Propane	3,500

<b>TOTAL EXPENSE</b>	<b>540,950</b>
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**EXHIBIT "C"**

**SCHEDULE OF CHANGES**

(Personal Services Contract - Non-profit)

**NON-PROFIT PROVISIONS**

**28. Non-Profit Status:**

Contractor is registered as a non-profit corporation and possesses a "Letter of Good Standing" from the California Secretary of State, and further warrants and covenants that it will keep its non-profit status in good standing and effect during the term of this Contract.

**29. No Undisclosed Benefits to Principals:**

Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, shareholders, or any of its agents, servants, or employees, except those expressly specified in said **Exhibit "B"**.

**30. Political Activities:**

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

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**EXHIBIT E**

**USE OF SHELTER FACILITIES**

1. USE:

Contractor shall use the Shelter Premises for the operation of contracted animal shelter services and for no other purposes.

2. VALUE OF PREMISES:

For accounting purposes only, the parties agree that the estimated value of Contractor's use of Shelter Premises is \$4,290 per month. The estimated value of the Premises shall increase by 2% annually, effective as of July 1 of each fiscal year.

3. PRECLUDED USES:

Contractor shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate or affect any fire or other insurance policy coverage upon the Premises or any of its contents, or cause cancellation of any insurance policy covering said Premises or any part thereof or any of its contents. Contractor shall not do or permit any waste upon the Premises.

Contractor shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Contractor shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board or fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Contractor's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Contractor in any action against Contractor, whether County is a party thereto or not, that Contractor has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the County and Contractor and shall be grounds for termination of this Agreement.

4. ALTERATIONS AND ADDITIONS:

Upon consent of the County, Contractor shall be allowed to make reasonable alterations and improvements to the interior of the Premises in order to facilitate the use of the property for the above listed purposes. Such alterations and/or improvements shall be made at Contractor's sole expense. Contractor shall not make any structural changes to the Building other than is expressly provided for herein, without the prior written consent of County. Contractor may erect signs which are reasonably necessary to direct the public to its Premises. Said signs shall be approved in writing and in advance by County.

5. MAINTENANCE AND REPAIRS:

County shall, at its own expense, keep and maintain the Premises in good condition and repair including the exterior roof and exterior sidewalls (including windows appurtenant

to the Contractor's leasehold space), common areas, the main plumbing and electrical systems, central heating and all structural members of the Building.

Contractor shall, at its expense, keep the interior of the building in good order and clean condition and shall provide for all janitorial services within said Premises. Contractor shall, at its expense, keep and maintain and repair any and all items of personal property and equipment installed by it within the Premises. Contractor shall also, at its expense, maintain and repair any and all appliances within the leasehold space that are owned by the County. Contractor shall return the Premises to County in the same condition as it was delivered to Contractor, ordinary wear and tear excepted.

Contractor shall, at its own expense, maintain the grounds surrounding the Shelter, including but not limited to landscape maintenance and irrigation requirements. Additionally, Contractor will ensure that snow and ice removal is completed on all parking areas appurtenant to the Building, sidewalks, walkways and entrance areas to the Building prior to, and during, regular business hours, excluding those dedicated to County Animal Control personnel.

6. UTILITIES:

Contractor shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied specifically to the Building so long as said utility services are separately metered for the Building. All utilities which are not separately metered to the Building shall be paid for by County.

7. PARKING AND COMMON AREAS:

Contractor, in the use of common and parking areas, agrees to comply with such reasonable rules and regulations for parking as County may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (a) the restricting of employee or volunteer parking to a limited, designated area or areas; (b) and the regulation of the removal, storage and disposal of Contractor's refuse and other rubbish.

8. TAXES:

Contractor shall pay all personal property taxes assessed to Contractor.

9. LIABILITY, INDEMNIFICATION AND INSURANCE:

a) Liability and Indemnity

Contractor shall be liable for all damage or liability of any kind or for any damage or injury to persons or property during the term of the Agreement to, on or within the Premises from any cause whatsoever by reason of the use, occupation and enjoyment of the Premises by Contractor or its officers, employees, contractors, subcontractors, guests, invitees, volunteers, or agents of any kind, and Contractor will indemnify and save harmless County from any liability whatsoever, on account of any such damage or injury and from all liens, claims, and demands arising out of the use of the Premises, or any repairs or alterations which Contractor may make upon the Premises; provided, however, that Contractor shall not be liable for any damage or injury occasioned by failure of County shall be solely liable for its fixtures and all of the contents of the Premises and understands that the County will not carry insurance to cover same. Contractor shall not

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be liable for any portion of the exterior of the Building unless such damage is caused by or arises out of Contractor's negligence or willful misconduct.

In any case in which Contractor is obligated under any provision of this Agreement to pay to County any loss, cost, damage, liability or expense suffered or incurred by County, County shall allow Contractor, as an offset against the amount thereof, the net proceeds of any insurance collected by Contractor for or on account of such loss, cost, damage, liability or expense, provided that the allowance of such offset does not invalidate or prejudice the policy or policies under which such proceeds were payable.

b) Insurance

Contractor shall carry and maintain, during the entire term hereof, at Contractor's sole cost and expense, the following types of insurance, which insurance shall be primary and not abated by any coverage maintained by Contractor, in the amounts specified and in the form hereinafter provided for:

- A. Broad form comprehensive general liability insurance, including a fire legal liability endorsement (covering the Premises and real property in the event of damage or destruction resulting from Contractor's negligence) with combined single limits of not less than \$500,000 insuring against any and all liability of Contractor with respect to the Premises or arising out of the maintenance, use or occupancy thereof and naming County as an additional insured; and
- B. A policy or policies of fire insurance with all risk type standard form extended coverage endorsement, for the full insurable value of Contractor improvements, fixtures, equipment and merchandise, which may from time to time be located in the Premises, and trade fixtures and equipment of others which are in Contractor's possession and which are located within the Premises. The proceeds from any such policy shall be used for the repair or replacement of such improvements, fixtures, equipment and merchandise. County shall have no interest in the insurance on Contractor's equipment and fixtures and will sign all documents necessary or proper in connection with the settlement of any claims or loss by Contractor.
- C. Contractor's insurance shall be primary as to the County. Contractor's obligations to insure under this Paragraph may be provided by appropriate amendment, rider, or endorsements on any blanket policy or policies carried by Contractor, in a form approved by the County's Risk Manager. Contractor shall furnish a certificate of insurance evidencing the aforesaid coverages.
- D. Contractor shall provide the County with certificates evidencing the required insurance coverage. Failure to maintain such coverage throughout the term of the Agreement shall constitute a material breach of the Agreement.

The provisions of this Paragraph 9 shall survive termination of the Agreement.

10. ENTRY:

County and County's agents shall have the right to enter the Premises without notice for the purpose of inspecting the Premises but will give notice prior to making alterations, repairs, improvements or additions to the Premises or to the Building as County deems necessary or desirable.

11. DAMAGE TO OR DESTRUCTION OF PREMISES:

If the Premises are damaged or destroyed in whole or in part by fire or other casualty, County shall repair and restore the Premises to a good tenantable condition.

County shall commence and complete all work required to be done under this Paragraph with reasonable promptness and diligence, but County shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, Acts of God or other causes beyond County's reasonable control. If County does not commence the repair or restoration within sixty (60) days after the damage or destruction occurs, or if repair or restoration will require more than 120 days to complete, County and Contractor will work cooperatively on a relocation plan for the Shelter facilities to a new location or, by mutual agreement, the parties may terminate the Agreement. Notwithstanding the above, if the premises are more than 50% destroyed, County may elect not to repair the premises and, upon written notice to Contractor, may relocate the Shelter facilities and/or terminate the Agreement without further liability to the Contractor.

12. DEFAULT OR BREACH:

The occurrence of any one or more of the following events constitutes a material default and breach of the Agreement by Contractor:

- A. The failure by Contractor to observe or perform any of the covenants, conditions, or provisions of the Agreement to be observed or performed by Contractor, where the failure continues for a period of thirty (30) days after notice thereof from County to Contractor; provided, however, that if the nature of Contractor's default is such that more than thirty (30) days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- B. The abandonment of the Premises.
- C. The making by the Contractor of any general assignment or general arrangement for the benefit of creditors.
- D. The filing by Contractor or another of a petition to have Contractor adjudged a bankrupt.
- E. The appointment of a trustee or receiver to take possession of substantially all of Contractor's assets located at the leasehold space or of claims and demands arising out of the use of the Premises or any repairs or alterations which Contractor may make upon the Premises, but Contractor shall not be liable for damage or injury occasioned by failure of Contractor to comply with its obligations hereunder or by reason of the sole negligence or willful misconduct of County, its agents, servants or employees.

In the event of any such material default or breach by Contractor, County may, after giving notice as provided above, pursue those remedies available to County under the laws of the State of California.

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**NEVADA COUNTY  
SHERIFF'S OFFICE**



**KEITH ROYAL  
SHERIFF/CORONER  
PUBLIC ADMINISTRATOR  
Animal Control Division**

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**EUTHANASIA POLICY**

The Nevada County Animal Control shall post on the bulletin board of the Animal Shelter lobby a list of any animals that the Shelter Manager intends to euthanize, not less than ten days in advance of the intended euthanasia. If the animal to be euthanized has been deemed by the Shelter Manager to be unadoptable due to behavioral or temperamental defects that pose a health or safety risk, any 501(c)(3) animal rescue or adoption organization wishing to receive the animal must sign an agreement that the organization will indemnify and hold Nevada County, its officers and employees harmless from any liability to that organization or third parties that may subsequently receive or come into contact with the animal and provide the County with evidence of satisfactory liability insurance. The County may waive the requirement of liability insurance on a case-by-case basis.

No adoptable animal will be euthanized solely to make room at the Shelter.

Any 501(c)(3) animal rescue or adoption organization that wishes to be informed of the scheduled euthanasia of an animal that has requested to be notified of such and provides a current email address shall receive notification by email of scheduled euthanasia by the Animal Shelter not less than ten days in advance.

Staff has the discretion use euthanize any animal that is so severely injured, severely ill, infected with a dangerous or communicable disease.

Staff is required to euthanize any animal brought into the Shelter by the owner of said animal who has paid the service of euthanasia. Staff will make every attempt to verify ownership prior to euthanasia.

There shall be two euthanasia certified people at all times when euthanasia is being performed. All needles shall have caps on when not in use before or after injection. When finished with needles/syringes, they shall be placed into Sharps container for disposal.

All dogs that are scheduled to be euthanized will be designated Potentially Dangerous or Viscious by the investigating officer. The officer will outline the standard requirements using the established protocol when declaring such dog.

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ADMINISTRATION: 950 MAIDU AVENUE, NEVADA CITY, CA 95959 - (530) 265-1471  
 ANIMAL CONTROL, 14647 MCCOURTNEY ROAD, GRASS VALLEY, CA 95949 (530) 273-2179  
 CORRECTIONS: P.O. BOX 928, NEVADA CITY, CA 95959-0928 - (530) 265-1291  
 TRUCKEE: P.O. BOX 699, TRUCKEE, CA 96160 - (530) 582-7838  
 KEITH.ROYAL@CO.NEVADA.CA.US

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**Shelter Statistics**

	Jan - Yr	Feb - Yr	Mar-Yr	Apr-Yr	May-Yr	Jun-Yr	Jul-Yr	Aug-Yr	Sep-Yr	Oct-Yr	Nov-Yr	Dec-Yr	Totals
<i>Dogs</i>													
Impounded													
Stray BTS													
OTI													
Died @ Shelter													
Died @ Foster													
Died @ Vet													
Euthanized													
Qt. Facility													
<i>Cats</i>													
Impounded													
Stray BTS													
OTI													
Died @ Shelter													
Died @ Foster													
Died @ Vet													
Euthanized													
Qt. Facility													
<i>Domestic</i>													
Impounded													
Stray BTS													
OTI													
Died @ Shelter													
Died @ Foster													
Died @ Vet													
Euthanized													
Qt. Facility													
<i>Wild</i>													
Impounded													
Died @ Shelter													
Died @ Foster													
Died @ Vet													
Euthanized													
<b>Total</b>													



Shelter Statistics													
	<i>Jan - Yr</i>	<i>Feb - Yr</i>	<i>Mar-Yr</i>	<i>Apr-Yr</i>	<i>May-Yr</i>	<i>Jun-Yr</i>	<i>Jul-Yr</i>	<i>Aug-Yr</i>	<i>Sep-Yr</i>	<i>Oct-Yr</i>	<i>Nov-Yr</i>	<i>Dec-Yr</i>	Totals
Total Impounded													
Total Stray BTS													
Total OTI													
Died @ Shelter													
Died @ Foster													
Died @ Vet													
Euthanized													
Total Quarantine Home													
Total Quarantine Facility													
Redeemed	<i>Jan - Yr</i>	<i>Feb - Yr</i>	<i>Mar-Yr</i>	<i>Apr-Yr</i>	<i>May-Yr</i>	<i>Jun-Yr</i>	<i>Jul-Yr</i>	<i>Aug-Yr</i>	<i>Sep-Yr</i>	<i>Oct-Yr</i>	<i>Nov-Yr</i>	<i>Dec-Yr</i>	Totals
Dogs													
Cats													
Other													
Adoptions													
Dogs													
Cats													
Other													
To Rescue													
Dogs													
Cats													
Other													
Returned													
Dogs													
Cats													
Other													
Rescued													

Written Program Report submitted by January 15 of each year providing a summary of activities defined in Schedule A. Please include program highlights as well as program challenges and priorities for the upcoming calendar program year.

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# RESOLUTION No. 05-279

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION SETTING A FEE SCHEDULE FOR  
IMPOUNDING, BOARDING AND FEEDING,  
QUARANTINING, LICENSING AND OTHER FEES FOR  
THE NEVADA COUNTY ANIMAL CONTROL PROGRAM

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the following schedule of fees for the impounding, boarding and feeding, quarantining, licensing and other fees together with certain penalties is hereby established:

### Impounding

Dogs, cats, sheep, goats	\$ 50.00 + Board (1 <sup>st</sup> Offense) 100.00 + Board (2 <sup>nd</sup> Offense) 150.00 + Board (3 <sup>rd</sup> Offense) 200.00 + Board (4 <sup>th</sup> Offense) 250.00 + Board (5 <sup>th</sup> and subsequent offenses within a 24-month period)
Other Animals	Actual cost/hauling & capture + a \$20.00 stock trailer fee

### Boarding

Dogs, sheep, goats	\$ 12.00/day
Cats	5.00/day
Other Animals	Actual Costs

### Animal Turn-In Fee

Dogs (turn-in/owner)	\$ 15.00 dog/litter under age of 4 mos
Cats (turn-in/owner)	10.00 cat/litter under age of 4 mos

### Quarantine Fee

Dogs (at shelter)	\$ 100.00 (Flat Fee)
Cats (at shelter)	50.00 (Flat Fee)
Other Animals	0 to Max. \$100.00 depending on animal/ time/circumstances, Set by Supervising ACO

GW

**Adoption Fee**

Dogs \$ 80.00 (Flat Fee) includes Spay/Neuter  
(\$60.00 S/N fee)  
(\$10.00 adoption fee)  
(\$10.00 health fee)

Cats 50.00 (Flat Fee) includes Spay/Neuter  
(\$40.00 S/N fee)  
(\$5.00 adoption fee)  
(\$5.00 health fee)

**Euthanasia Fee**

Dogs/Cats \$ 112.00 (Flat Fee) owner requested  
Includes disposal

**Rabies Testing (FRA)**

Animals not meeting the criteria for  
required testing by the County \$ 150.00

**Licensing**

Dog license (Spayed/Neutered) \$ 10.00 1/yr. 18.00 2/yr. 25.00 3/yr.  
Dog license (Not Altered) 25.00 yr.  
Dog license late penalty 10.00 (30 days past due)  
Dog license replacement tag 3.00  
Guide Dog/K-9 law enforcement No Charge  
Stock Dog Permit 20.00

Vicious/Potentially Dangerous or  
exotic animal license/permit \$ 110.00  
Annual renewal 55.00

**Animal Control Hourly Rate**

Man-hour rate \$ 57.00 hr.

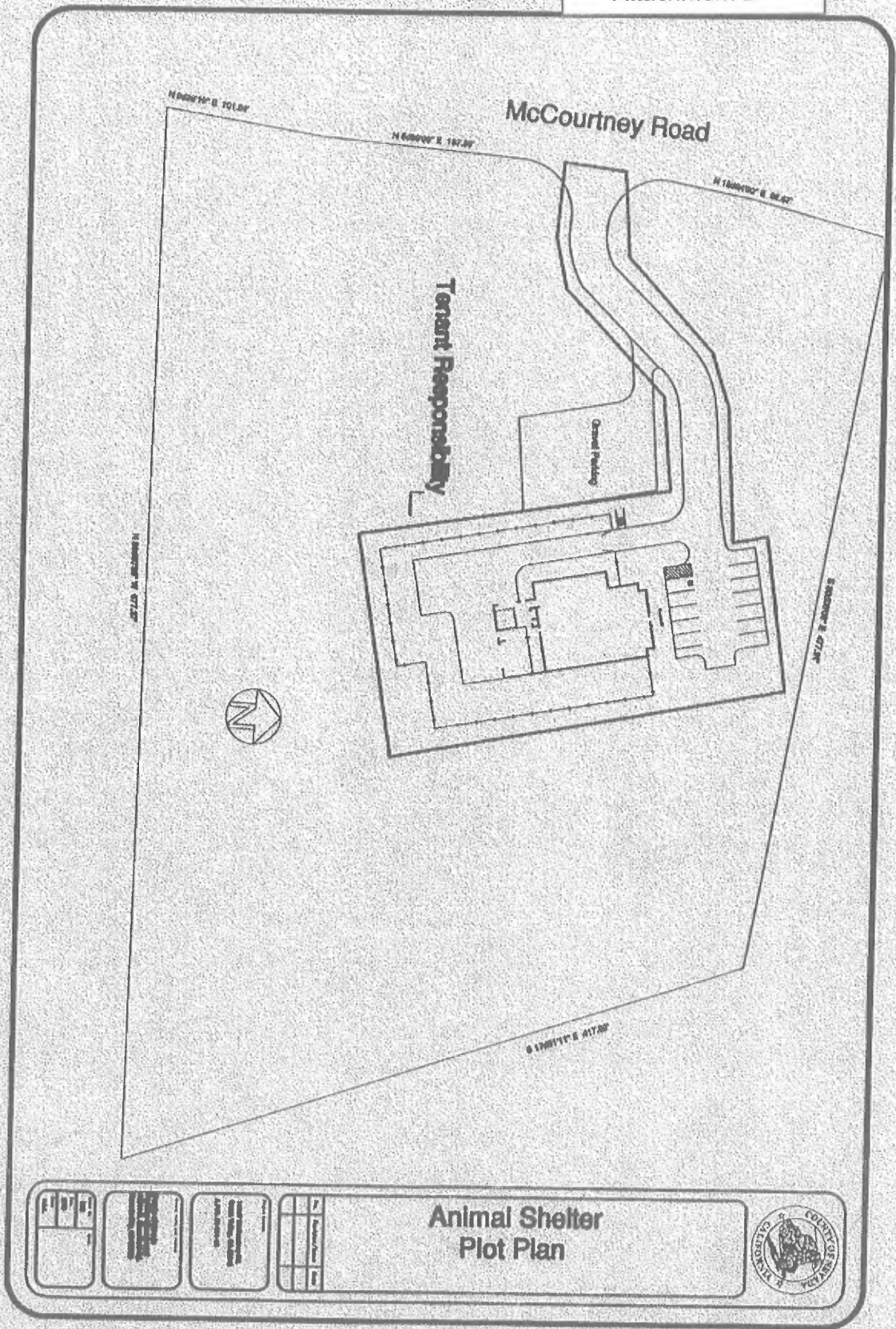
**Commercial Kennel License**

1-10 animals \$ 82.50/yr. Includes one inspection  
11-20+ animals 110.00/yr. Includes one inspection  
Renewal after July 31 55.00 penalty 30 days after due date.

**Private Kennel License**

1-10 animals \$ 55.00/yr. Includes one inspection  
10+ animals 82.50/yr. Includes one inspection  
Renewal after July 31 23.50 penalty 30 days after due date.

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ATTACHMENT E

Nevada County Animal Shelter Inventory

The following is an inventory of equipment and supplies that will remain in the shelter for use by the Contractor in the operation of the Nevada County Animal Shelter. Such items that require maintenance shall be addressed in the lease agreement.

<p><u>FRONT OFFICE</u></p> <ul style="list-style-type: none"><li>• Euthanasia Board</li><li>• Bar Stool</li><li>• Volunteer Cabinet</li></ul> <p><u>OFFICER'S ROOM</u></p> <ul style="list-style-type: none"><li>• Lockers</li></ul> <p><u>KITCHEN</u></p> <ul style="list-style-type: none"><li>• Dishwasher</li><li>• Dryer</li><li>• Washer</li><li>• Refrigerator</li><li>• Assorted metal food/water bowls</li><li>• Step stools</li><li>• Push Carts</li><li>• White Board</li><li>• Trash Cans</li><li>• Assorted leashes/dog collars</li><li>• Litter boxes</li><li>• Mops/brooms/squeegees</li><li>• Vacuum</li></ul> <p><u>VET/PREP ROOM</u></p> <ul style="list-style-type: none"><li>• AutoClav</li><li>• 2 cat cages</li><li>• E-collars</li></ul> <p><u>VET/PREP ROOM (cont'd)</u></p> <ul style="list-style-type: none"><li>• Weigh scale</li><li>• IV stand</li><li>• Overhead exam light</li><li>• Surgery Table</li><li>• Dry Erase Board</li></ul>	<p><u>KENNELS</u></p> <ul style="list-style-type: none"><li>• Garden Hoses</li><li>• Squeegees</li><li>• Fans</li><li>• Hydrofoamers</li><li>• Scrub brushes/mops</li><li>• 14 cat cages</li><li>• Heater</li><li>• Garden hoses</li></ul> <p><u>CAT ROOM</u></p> <ul style="list-style-type: none"><li>• 25 cat cages</li><li>• Cat condo</li><li>• Humidifiers</li></ul> <p><u>REAR OF SHELTER</u></p> <ul style="list-style-type: none"><li>• 2 outside kennels</li><li>• Assorted portable cages</li><li>• Assorted cat cages</li><li>• Freezer</li><li>• Hand Carts</li><li>• Cardboard cat carrying cages</li><li>• Anesthesia machine</li><li>• Bird cages</li><li>• Lawn Mower</li><li>• Weed eater</li><li>• Shovels/pitch forks/racks/brooms</li></ul>
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Updated on May 1, 2013

Revision Date: 05/22/13

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