

**Administering Agency:** Nevada County Sheriff's Office

**Contract No.** \_\_\_\_\_

**Contract Description:** **Animal Shelter Management Services**

### **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Nevada City, California, as of July 1, 2020 by and between the County of Nevada, ("County"), and Sammie' Friends ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed two million one hundred nine thousand dollars (\$2,109,000.00).**
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2023.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Agreement, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of

contract. Liquidated Damages  shall apply  shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit E, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Agreement are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or 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, to the extent such insurance provisions are required of Contractor under this Agreement. 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 Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement 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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** 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 comply 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** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
  17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
  18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
  19. **Financial, Statistical and Contract-Related Records:**
    - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
    - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
    - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at

County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) 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.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement 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.

In the event this Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or

submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor 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.
28. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:  
COUNTY OF NEVADA:  
Sheriff's Office  
Attn: Operations Captain  
950 Maidu Avenue  
Nevada City CA 95959  
Phone: 530-265-1471  
CONTRACTOR:  
Sammie's Friends  
Attn: Shelter Director  
14647 McCourtney Road  
Grass Valley CA 95949  
Phone: 530-471-1457

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

**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.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

**CONTRACTOR: Sammie's Friends**

By: Cheryl Wicks

Date: June 3, 2020

Name: Cheryl Wicks

\* Title: President

By: Miranda Beach

Date: June 3, 2020

Name: Miranda Beach

\* Title: Secretary

*\*If Contractor is a corporation, this agreement must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

**Exhibits**

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

**Attachments**

- A. Euthanasia Procedure
- B. Sample Reporting Documents
- C. Use of Facilities
- D. Inventory List
- E. Budgets

## 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 Shelter'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") and shall accept 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, owner turn-ins (see process below), animals that may be picked up by NEVADA COUNTY ANIMAL CONTROL (NCAC), Sheriff's Office or delivered to said Shelter, and deceased domestic animals that Cal Trans picks up 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 ensure 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 quarters, but with prior approval of the Animal Shelter Director
  - i. Adoption animals will be separate from hold-stray animals.
  - j. Quarantine kennels will be separate from all other kennels.
  - k. Owner turn-ins ("OTI") by members of the public wishing to relinquish their animals to the shelter will be asked to follow the OTI process. This includes spay or neuter their animal, permitting time for posting the re-homing need on social media for at least 7 days, and scheduling a behavior assessment with the onsite behaviorist. These steps are for the evaluation and guidance of the shelter team and will be used as guidelines to help steer conversations, while understanding extreme circumstances will require alternate considerations. If and only if an animal is deemed an extreme threat to other animals and/or people, in consultation with animal control and the shelter, the shelter may not accept these animals and will provide resources for that owner to pursue euthanizing that animal. The Shelter shall maintain a list of all requested OTI's for the county and other shelters to view.
  - l. The Shelter shall accept seized or stray "other" animals, including but not limited to livestock, birds, rodents, snakes, and exotic animals; however, the OTI process will be applied when the "other" animal has a current owner and is pending space and/or foster availability. 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, 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. 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. Hours of operations should be consistent and posted on the shelter website. 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 Office 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. Records should be maintained in an electronic format. Contractor shall maintain records per the county retention policy.
- b. Contractor shall maintain and submit to the County a detailed inventory of all animals delivered to the Contractor by the 15th of each month. The detailed inventory shall include the following:
  1. 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, address, and government identification (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 new 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 perform an annual Financial Agreed Upon Procedure (AUP) as prescribed by the Auditor-Controller in collaboration with the County Executive Officer (CEO) and Animal Control Operations. This may be done in conjunction with the annual financial review or audit for cost effectiveness. The AUP must be performed by a Certified Public Accountant, licensed and in good standing with the State of California.
- e. As a minimum requirement, Contractor shall conduct a financial review each year, with a financial statement audit every three (3) years. All reviews and audits are to be performed by a Certified Public Accountant, licensed and in good standing with the State of California.
- f. Contractor shall report all revenues derived by the County Fee Schedule adopted by the Board, to be included with the monthly Shelter Report. This information can be provided in a different form agreed upon by both parties.

### 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 and other fines 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 by the Board of Supervisors which 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 by the Board of Supervisors which 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 the Board of Supervisors which 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. The Shelter facilities are comprised of a 3,294 square foot building ("Building"), a 2160 square foot modular office/cat facility, 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 Attachment 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. Animal control will monitor carcass removal.
- 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 D 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

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Exhibit A

Professional Services Agreement – Schedule of Services

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 8-1-19 to 8-22-19 = 110 animal days*

*Three (3) more animals are brought in on 8-10-19 = 36 animal days*

*Two (2) more animals are brought in on 8-17-19 = 10 animal days*

*Total: 156 animal days*

Under this example, starting on 8-23-19 the County would be responsible for 50% of actual charges incurred for the animal's 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. 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 fifteen (15) days of filing the IRS Form 990.
- e. The budget is based on a baseline of 1,500 County of Nevada 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.
- f. .
- g. Contractor and County shall provide a single point of contact between the County and Contractor for the administration of the Contract which shall be as follows:
  - I. Sheriff Program Contact: Sheriff's Lieutenant
  - II. Sheriff Fiscal Contact: Sheriff's Chief Fiscal Officer
  - III. Sammie's Friends: Shelter Director

**EXHIBIT B**

**SCHEDULE OF CHARGES AND PAYMENTS**

The maximum amount of payment made under this contract for the term of this contract shall not exceed \$2,109,000 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 5<sup>th</sup> of each month beginning July 1, 2020.

July 1, 2020- June 30, 2021	\$678,000
July 1, 2021- June 30, 2022	\$678,000
July 1, 2022- June 30, 2023	\$678,000

An additional payment utilizing funds from the Wilson Family Trust for the period beginning July 1, 2020 so long as funds remain in the Trust, shall also be made. Payments will be made in 12 equal installments as reimbursements for allowable expenses. These funds are to be used exclusively for food and medical care of the animals under control of the Nevada County Animal Control unit. These funds are not to be used for administrative, labor, overhead expenses or other non-food/medical care expenses. The maximum amounts payable, though the payments may be less, is as follows:

July 1, 2020- June 30, 2021	\$25,000
July 1, 2021- June 30, 2022	\$25,000
July 1, 2022- June 30, 2023	\$25,000

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

During the term of the contract, or any extensions, for each fiscal year Class I Expenditures of \$85,000 shall be prorated for any time a Shelter Manager is not employed reducing the payments. During the term of the contract, or any extensions, for each fiscal year Class I Expenditures of \$65,000 shall be prorated for any time a Financial Manager has not been hired, reducing the payments. So long as both positions are filled the combined amount, not to exceed \$150,000, shall be included in the payments

**Billing and Payment**

Contractor shall submit an invoice to the County by the 15<sup>th</sup> of the month proceeding the month services are to be provided. Each Invoice shall include Attachment B

Submit all invoices to: Nevada County Sheriff's Office  
Attn: Chief Fiscal Officer  
SheriffFinanace@co.nevada.ca.us  
Nevada City, CA 95959

## EXHIBIT C

### INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance covering veterinary malpractice and animal bailee with limits no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate..
- (v) **Directors and Officers Liability** insurance covering wrongful acts with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.



**SUMMARY OF CONTRACT**

**Sammies Friends**

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

**Animal Shelter Management Services**

**SUMMARY OF MATERIAL TERMS**

**Maximum Annual Contract Price:** \_\_\_\_\_ **Maximum Multi-Year Contract Price:** \$2,109,000

FY 20/21 = \$678,000 + \$25,000 (Wilson Trust)  
 FY 21/22 = \$678,000 + \$25,000 (Wilson Trust)  
 FY 22/23 = \$678,000 + \$25,000 (Wilson Trust)

**Contract Beginning Date:** July 1, 2020 **Contract Termination Date:** June 30, 2023

**Liquidated Damages:** NA

**INSURANCE POLICIES**

Designate all required policies:

<b>Commercial General Liability</b>	(\$2,000,000)	Req'd
<b>Automobile Liability</b>	(\$1,000,000)	<u>X</u>
<b>Worker's Compensation</b>	(Statutory Limits)	<u>X</u>
<b>Veterinary Professional Liability</b>	(\$1,000,000)	<u>X</u>
<b>Directors &amp; Officers Liability</b>	(\$1,000,000)	<u>X</u>

**LICENSES AND PREVAILING WAGES**

Designate all required licenses:

NA

**NOTICE & IDENTIFICATION**

**Contractor: Sammie's Friends**  
128 High Street Road  
Grass Valley CA 95945

**County of Nevada:**  
950 Maidu Ave.  
Nevada City CA 95959

Contact Person: Shelter Director  
(530) 471-1457  
e-mail: lizette@sammiesfriends.org

Contact Person: Chief Fiscal Officer  
( 530) 265-1471  
e-mail: SheriffFinance@co.nevada.ca.us

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

Corporation: \_\_\_\_\_ Calif., \_\_\_\_\_ Other, \_\_\_\_\_ LLC, X Non-profit  
 Partnership: \_\_\_\_\_ Calif., \_\_\_\_\_ Other, \_\_\_\_\_ LLP, \_\_\_\_\_ Limited  
 Person: \_\_\_\_\_ Indiv., \_\_\_\_\_ Db, \_\_\_\_\_ Ass'n, \_\_\_\_\_ Other

**EDD: Independent Contractor Worksheet Required:** \_\_\_\_\_ Yes \_\_\_\_\_ No

**ATTACHMENTS**

Designate all required attachments:

<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	Req'd
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>
<b>Exhibit C: Insurance Requirements</b> (Required by Contractor)	<u>X</u>

## Attachment A

### Sammie's Friends - Euthanasia Procedure

Sammie's Friends in conjunction with Nevada County Animal Control provides shelter services that are dedicated to saving and improving the lives of pets through adoptions, spay/neuter services, humane education programs and behavior modification/socialization programs. We believe companion animals should be adopted into suitable homes as soon as possible. We strongly maintain the approach that all adoptable animals will be given the opportunity to find permanent homes and every effort will be made to maintain or improve their quality of life until they are placed.

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

All euthanasia cases will be conducted in accordance with all applicable state and local regulations.

Two circumstances will be considered cause for euthanasia.

- A. Sick or Injured Animals
- B. Animals with Severe Behavioral Issues.

#### **A. Sick or injured animals**

Euthanasia for animals that are ill, in pain, or injured will be considered, after evaluation and medical consultation with a licensed veterinarian.

In cases of emergency when a veterinarian recommends an animal be euthanized immediately, a trained staff member will approve the euthanasia.

#### **B. Animals with Severe Behavioral Issues**

Each animal must be evaluated for suitability for adoption before it is made available for adoption. The evaluation will consider the following factors:

- Credible reports of behavior history
- Observations of current behavior
- The likelihood that any behavior problems can be corrected with reasonable shelter resources. Sammie's Friends will take financial responsibility to obtain outside resources as deemed necessary on a case-by-case basis.
- All dogs will be evaluated by trained staff and or animal behaviorist.

Criteria for determining suitability for adoption include the animal's history of and current propensity for aggression towards humans and other animals.

All evaluations will be made by trained staff in consultation with a professional animal behaviorist and Animal Control personnel if appropriate.

If an animal is considered possibly unadoptable, an evaluation will take place to determine if a program will be developed for behavior correction and/or modification and re-evaluation. The trained staff will follow the progress of the animal and do follow-up assessments to identify progress or lack thereof.

If rehabilitation attempts are exhausted and it is concluded an animal cannot be safely placed euthanasia will be considered as a last resort. This decision will be made after the behavior correction/modification program has been completed. All parties concerned in the animal case will be interviewed; the final decision will be made by the shelter director.

Sammie's Friends shall post on the bulletin board of the Animal Shelter lobby a list of any animals that the Shelter 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 Director 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 Sammie's Friends, 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. Sammie's Friends may waive the requirement of liability insurance on a case-by-case basis.

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.

All euthanasias are reported to Sammie's Friends Board of Directors at the next regularly scheduled Board Meeting.

**Other placement**

In certain circumstances, unadoptable animals may be surrendered to a sanctuary or placed in another situation as deemed appropriate.

## Attachment B

### Sample Statistical Reporting

Yearly Summary of Statistic													
Intakes	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
AC-Stray	20	6	13	13									52
Seized Custody	9	8	8	8									33
Stray	44	49	25	33									151
OTI	25	7	25										57
Return	2	4	4	6									16
Born in Care	0	0	14	18									32
Transfer In	1	4	6										11
	101	78	95	78	0	0	0	0	0	0	0	0	352

  

Outcomes	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Adoption	78	56	53	29									216
Redeemed	26	8	13	16									63
Recover	14	7	14	3									38
Released	3												3
Transfer Out	3	3											6
Euthanized for Health	4	1	1	1									7
Died in Care	3			1									4
Euthanized Not for Health													0
Escaped				2									
Foster Care	10	11	43	27									91
	141	86	124	79	0	0	0	0	0	0	0	0	428

### Monthly Summary

Count of Intake Contact	Column Labels					
Row Labels	AC - Stray	Born in Care	Return	Seized / Custody	Stray	Grand Total
Cat	1		2		13	16
Dog	10		3		3	24
Kitten	1	18			15	34
Livestock	1				1	2
Puppy			1		1	2
Grand Total	13	18	6		33	78

Row Labels	Sum of I OTI FEE
Cat	100
Dog	
Kitten	
Livestock	
Puppy	
Grand Total	\$ 100.00
Adjustment	\$ 50.00
Total	\$ 150.00

\*Owner paid in April for an animal with intake date March - 3/7/20

Count of Outcome Type	Column Labels							
Row Labels	Adoption	Died in Foster Care	Escaped	Euthanized for Health	Foster Care	Recovered	Redeemed	Grand Total
Cat	13							21
Dog	12		1	1	4	3	16	37
Kitten		1						16
Livestock			1					1
Puppy	4							4
Grand Total	29	1	2	1	27	3	16	79

Row Labels	Sum of I Adoption Fee	Sum of I Discounts	Sum of I Impound Fee	Sum of I Microchip Fee	Sum of I License Fees	Sum of Un Altered LF	Sum of I Rabies Fee	Sum of I Kennel Fee
Cat	625	65			0		70	0
Dog	990	105	250	180	168	147	110	188
Kitten	0							0
Livestock								0
Puppy	360			45	47		10	0
Grand Total	\$ 1,975.00	\$ 170.00	\$ 250.00	\$ 225.00	\$ 210.00	\$ 147.00	\$ 190.00	\$ 188.00
Discount	-170			31.95				
Total	\$ 1,805.00	\$ 170.00	\$ 250.00	\$ 193.05	\$	\$ 357.00	\$ 190.00	\$ 188.00

Attachment B - Monthly Intake

Animal ID	Animal ID *	Animal Name	Intake Contact Type	Intake Date	Contact List	Intake Contact Address	Intake Contact City	Gender	BREED	Species	Chip Number	Spayed/Neutered	Rabies	Current Days in Shelter	#	Invoice Date	I OTI FEE	I Discounts	Intake Month			
Jessie 4-1-20	4-1-20	Jessie	AC - Stray	4/1/2020	Animal Control Officer AC 3 Heather McCormack-- ID #172			F	Mastiff	Dog		N				"Jessie 4-1-20,			4/2/2020	4		
Pablo 4-2-20	4-2-20	Pablo	AC - Stray	4/1/2020	Animal Control Officer AC 3 Heather McCormack-- ID #172			M	Mastiff	Dog		N				"Jessie 4-1-20,			4/2/2020	4		
Shasta 4-5-20	4-5-20	Shasta	AC - Stray	4/2/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			F	Shepherd	Dog		U				"Denali 4-6-20,			4/3/2020	4		
Denali 4-6-20	4-6-20	Denali	AC - Stray	4/2/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			M	Shepherd	Dog		U				"Denali 4-6-20,			4/3/2020	4		
Wrench 4-7-20	4-7-20	Wrench	AC - Stray	4/2/2020	Nevada County Sheriff Officer-- ID #2545			M	Siberian Husky	Dog	98102002198106	Y				Wrench 4-7-20 #,			4/3/2020	4		
Bunny 4-12-20	4-12-20	Bunny	AC - Stray	4/11/2020	Animal Control Officer AC 3 Heather McCormack-- ID #172			F	Shepherd	Dog	981020031913911	Y	4/21/2020	30						4		
Mia Belle 4-16-20	4-16-20	Mia Belle	AC - Stray	4/14/2020	Aaron Kyle-- ID #5906	17395 Indian GV		F	DSH	Cat		N				"Mia Belle 4-16			4/14/2020	4		
Merlin 4-17-20	4-17-20	Merlin	AC - Stray	4/14/2020	Aaron Kyle-- ID #5906	17395 Indian GV		U	DSH	Kitten		N		27		"Mia Belle 4-16			4/14/2020	4		
Mr. Big Pig 4-19-20	4-19-20	Mr. Big Pig	AC - Stray	4/14/2020	Animals Control Officer AC 2 Rachel Frantz-- ID #4100			M	Pot Bellied	Livestock		U				Mr. Big Pig 4-19			5/6/2020	4		
Oreo 4-22-20	4-22-20	Oreo	AC - Stray	4/14/2020	Animals Control Officer AC 2 Rachel Frantz-- ID #4100			F	Terrier	Dog	981020033056901	Y	4/22/2020			Oreo 4-22-20 #,			4/23/2020	4		
Emma 4-56-20	4-56-20	Emma	AC - Stray	4/22/2020	Nevada County Sheriff Officer-- ID #2545			F	Pit Bull	Dog		Y				"Emma 4-56-20			4/23/2020	4		
Larry 4-57-20	4-57-20	Larry	AC - Stray	4/22/2020	Nevada County Sheriff Officer-- ID #2545			M	Pit Bull	Dog		U				"Emma 4-56-20			4/23/2020	4		
Honda 4-55-20	4-55-20	Honda	AC - Stray	4/22/2020	Animals Control Officer AC 2 Rachel Frantz-- ID #4100			F	Terrier	Dog		U				"Emma 4-56-20			4/23/2020	4		
Cadbury 4-32-20	4-32-20	Cadbury	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N								4		
Chix 4-33-20	4-33-20	Chix	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
Peeps 4-34-20	4-34-20	Peeps	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
Wonka 4-35-20	4-35-20	Wonka	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
Starburst 4-36-20	4-36-20	Starburst	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
SweetTart 4-37-20	4-37-20	SweetTart	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
Jewel 4-39-20	4-39-20	Jewel	Born in Care	4/21/2020	katherine johnson-- ID #5896	140 Lidster A Grass Valley		U	DSH	Kitten		N		20						4		
Sting 4-40-20	4-40-20	Sting	Born in Care	4/21/2020	Barbara House-- ID #281			F	DSH	Kitten		N		20						4		
Beck 4-41-20	4-41-20	Beck	Born in Care	4/21/2020	Barbara House-- ID #281			M	DSH	Kitten		N		20						4		
Slash 4-42-20	4-42-20	Slash	Born in Care	4/21/2020	Barbara House-- ID #281			U	DSH	Kitten		N		20						4		
Coollo 4-43-20	4-43-20	Coollo	Born in Care	4/21/2020	Barbara House-- ID #281			U	DSH	Kitten		N		20						4		
Nelly 4-44-20	4-44-20	Nelly	Born in Care	4/21/2020	Barbara House-- ID #281			U	DSH	Kitten		N		20						4		
Clark 4-45-20	4-45-20	Clark	Born in Care	4/21/2020	Barbara House-- ID #281			U	DSH	Kitten		N		20						4		
Fred 4-46-20	4-46-20	Fred	Born in Care	4/21/2020	Susanne Battenfeld-- ID #3242	9707 Sicard F BROWNS VAI		M	DSH	Kitten		N		20						4		
Spencer 4-47-20	4-47-20	Spencer	Born in Care	4/21/2020	Susanne Battenfeld-- ID #3242	9707 Sicard F BROWNS VAI		M	DSH	Kitten		N		20						4		
Bogart 4-48-20	4-48-20	Bogart	Born in Care	4/16/2020	Susanne Battenfeld-- ID #3242	9707 Sicard F BROWNS VAI		M	DSH	Kitten		N		20						4		
Ginger 4-49-20	4-49-20	Ginger	Born in Care	4/21/2020	Susanne Battenfeld-- ID #3242	9707 Sicard F BROWNS VAI		M	DSH	Kitten		N		20						4		
Bogart 4-48-20	4-48-20	Bogart	Born in Care	4/21/2020	Susanne Battenfeld-- ID #3242	9707 Sicard F BROWNS VAI		F	DSH	Kitten		N		25						4		
Cupid 4-4-20 A	4-4-20	Cupid	Return	4/2/2020	Kristina Jones-- ID #1960	9707 Sicard F BROWNS VAI		M	DSH	Kitten		N		20						4		
Lilly America 4-8-20 A	4-8-20	Lilly America	Return	4/3/2020	Naida Nunnink-- ID #4055	18053 Blue T Nevada City		F	Australian Cattle Dog	Puppy	981020031866514	Y				Cupid 4-4-20 A #,			4/12/2020	4		
Honey 4-11-20 A	4-11-20	Honey	Return	4/9/2020	Barbara Reynolds-- ID #4040	5401 Woodie Carmichael		F	DSH Shepherd, Mix	Cat Dog	981020023444054	Y	7/28/2019 9/5/2019			Lilly America 4- Honey 4-11-20	4/4/2020 4/9/2020, 4,	\$50.00		4		
Sienna 4-25-20 A	4-25-20	Sienna	Return	4/17/2020	Connor Stadulis-- ID #5716	13137 Quake Nevada City		F	Samoyed	Dog	078571617	Y	3/7/2020			"Sasha 2-72-20			4/19/2020	4		
Kit Kat 4-67-20 A	4-67-20	Kit Kat	Return	4/23/2020	April Anderson-- ID #5149	1460 Sugar P Meadow Vist		F	DSH	Dog		Y			18					\$45.00	4	
Kittie 4-75-20 A	4-75-20	Kittie	Return	4/30/2020	Karen Atwood-- ID #4997	450 Glyddcor Colfax		M	Miniature Pinscher Bulldog	Dog	981020031710554	Y	1/26/2020		11						\$50.00	4
Winston 4-31-20	4-31-20	Winston	Seized / Custody	4/21/2020	Animals Control Officer AC 2 Rachel Frantz-- ID #4100			M	American Shepherd	Dog		U									4	
Pistachio 4-51-20	4-51-20	Pistachio	Seized / Custody	4/22/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			U	Shepherd	Dog		U									4	
Sly 4-50-20	4-50-20	Sly	Seized / Custody	4/22/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			M	Labrador Retriever	Dog		U							"Sly 4-50-20, Pi	4/23/2020	4	
Sally 4-52-20	4-52-20	Sally	Seized / Custody	4/22/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			F	French Bulldog	Dog		U							"Sly 4-50-20, Pi	4/23/2020	4	
Kid 4-53-20	4-53-20	Kid	Seized / Custody	4/22/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			U	Shepherd, Mix	Dog		U							"Sly 4-50-20, Pi	4/23/2020	4	
Apollo 4-54-20	4-54-20	Apollo	Seized / Custody	4/22/2020	Animals Control Officer AC 2 Rachel Frantz-- ID #4100			M	Pit Bull	Dog		N							Apollo 4-54-20 #,	4/24/2020	4	
Taz 4-65-20	4-65-20	Taz	Seized / Custody	4/27/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			M	Pit Bull	Dog		N							Taz 4-65-20 #15	4/28/2020	4	
Bella 4-74-20	4-74-20	Bella	Seized / Custody	4/29/2020	Animal Control Officer AC 1 Stephanie Geckler-- ID #173			F	Bulldog American	Dog	0A13705005	Y							Bella 4-74-20 #,	4/29/2020	4	
Fish-Fry 4-3-20	4-3-20	Fish-Fry	Stray	4/1/2020	Del Ann Allen-- ID #5863	21730 Donald Nevada City		F	DSH	Cat		U		4/3/2020	40			Fish-Fry 4-3-20	4/3/2020	4		
Snow 4-9-20	4-9-20	Snow	Stray	4/8/2020	Fran Cole-- ID #1104			U	Retriever	Dog		U							"Blizzard 4-10-2	4/8/2020	4	
Blizzard 4-10-20	4-10-20	Blizzard	Stray	4/8/2020	Fran Cole-- ID #1104			U	Retriever	Dog		U							"Blizzard 4-10-2	4/8/2020	4	
Blanca 4-13-20	4-13-20	Blanca	Stray	4/11/2020	Andrea Kadhler-- ID #5901	15091 Worvli GV		F	DSH	Cat		U							Blanca 4-13-20	4/8/2020	4	
Moo 4-14-20	4-14-20	Moo	Stray	4/13/2020	Stefani Felman-- ID #5642	21679 Marga Big Oak Valle		F	DSH	Cat		U		5/8/2020					"Blizzard 4-10-2	4/8/2020	4	
Munchkin 4-15-20	4-15-20	Munchkin	Stray	4/13/2020	Kym Johnson-- ID #5905	10530 Wash NC		F	DMH	Kitten		N		28					Moo 4-14-20 #1	4/14/2020	4	
Kensie 4-18-20	4-18-20	Kensie	Stray	4/14/2020	Aaron Kyle-- ID #5906	17395 Indian GV		F	DSH	Cat		N		28					Munchkin 4-15-	4/14/2020	4	
Mini 4-20-20	4-20-20	Mini	Stray	4/14/2020	Del Ann Allen-- ID #5863	17761 Grizzly GV		F	DSH	Cat		N		27					Kensie 4-18-20	4/14/2020	4	
Sissy 4-21-20	4-21-20	Sissy	Stray	4/14/2020	Del Ann Allen-- ID #5863	17761 Grizzly GV		F	DSH	Cat		N		27							4	
Blinky 4-23-20	4-23-20	Blinky	Stray	4/16/2020	Ashley Maxwell-- ID #5918	11195 Moon Smartville		M	Pot Bellied	Livestock		N		4/21/2020					Blinky 4-23-20 #	4/23/2020	4	
Augustus 4-24-20	4-24-20	Augustus	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		M	DSH	Kitten		N									4	
Thunder 4-26-20	4-26-20	Thunder	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		F	DSH	Kitten		N									4	
Shyla 4-27-20	4-27-20	Shyla	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		F	DSH	Kitten		N									4	
Sunshine 4-28-20	4-28-20	Sunshine	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		M	DSH	Kitten		N									4	
Cloudy 4-29-20	4-29-20	Cloudy	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		M	DSH	Kitten		N									4	
Willie 4-30-20	4-30-20	Willie	Stray	4/20/2020	Charlene Randolph-- ID #5928	12796 Lakesi Lake of the P		M	DSH	Kitten		N									4	
Stinson 4-38-20	4-38-20	Stinson	Stray	4/21/2020	Mary Rothendeger-- ID #5931	10359 Sky Ct Grass Valley		M	Border Collie, Mix	Puppy	981020033008530	Y	5/1/2020						Stinson 4-38-20	5/2/2020	4	
Baby Spice 4-58-20	4-58-20	Baby Spice	Stray	4/23/2020																		



ATTACHMENT C

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. 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 or termination of this Agreement.

3. 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.

4. 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.

5. 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.

6. 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.

7. TAXES:

Contractor shall pay all personal property taxes assessed to Contractor.

8. 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 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:

- i. 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
- ii. 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.
- iii. 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.
- iv. 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 8 shall survive termination of the Agreement.

9. 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.

10. 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 tenable 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 tire, 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.

11. 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.

**ATTACHMENT D  
NEVADA COUNTY ANIMAL SHELTER INVENTORY**

<p><b>FRONT OFFICE (Canine):</b></p> <ul style="list-style-type: none"> <li>-Fire Alarm Control Panel</li> <li>-Fire Extinguisher (in breezeway)</li> </ul>	<p><b>CANINE KENNELS:</b></p> <ul style="list-style-type: none"> <li>-21 Metal Kennels</li> </ul>
<p><b>STAFF BREAK ROOM (Canine):</b></p> <ul style="list-style-type: none"> <li>-Lockers</li> </ul>	<p><b>KITCHEN (Canine):</b></p> <ul style="list-style-type: none"> <li>-Large Whiteboard</li> <li>-Fire Extinguisher (also in red key room)</li> </ul>
<p><b>VET ROOM (Canine):</b></p> <ul style="list-style-type: none"> <li>-Weigh Scale</li> <li>-IV Stand</li> <li>-Overhead Exam Light</li> <li>-Metal Tables (2)</li> <li>-2 Wall Safes (north wall)</li> <li>-Eye Wash Station</li> </ul>	<p><b>SALLY PORT/REAR SHELTER (Canine):</b></p> <ul style="list-style-type: none"> <li>-*Assorted Portable Dog Kennels</li> <li>-4 metal kennels</li> <li>-Freezer</li> <li>-2 Fenced Paddocks</li> <li>-Portable Generator</li> <li>-Conex 1&amp;2 (west side of main building)</li> <li>-Conex 3 (between paddocks)</li> </ul>
<p><b>RED KEY ROOM (Canine):</b></p> <ul style="list-style-type: none"> <li>-Fire Extinguisher</li> <li>-Eye Wash Station</li> </ul>	
<p><b>Feline Facility (Separate Building):</b></p> <ul style="list-style-type: none"> <li>-43 Cat Kennels</li> <li>-Assorted Portable Cat Kennel</li> <li>-Front Desk and cubicle shell</li> <li>-2 extinguishers (One in Rm 1 and one in far back room)</li> <li>-2 wall safes in vet room (negotiable)</li> <li>-Water softener in laundry room</li> <li>-Eye wash station in back bathroom</li> </ul>	<p><b>OTHER:</b></p> <ul style="list-style-type: none"> <li>-Horse Trailer</li> </ul>

