



RESOLUTION No. 25-435

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND SAMMIE'S FRIENDS FOR SUPPORTIVE ANIMAL SHELTER SERVICES IN AN AMOUNT NOT TO EXCEED \$110,422 FOR THE PERIOD OF NOVEMBER 1, 2025, THROUGH JUNE 30, 2026, AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE THE CONTRACT

WHEREAS, animal shelter services are a core service for the Nevada County community; and

WHEREAS, Sammie's Friends has provided contracted animal shelter services to the County of Nevada since 2010; and

WHEREAS, animal shelter services are dedicated to saving and improving the lives of animals through adoptions, veterinary services, educational programs, and behavior modification or socialization programs; and

WHEREAS, Sammie's Friends and the County remain committed to their shared mission of supporting animal welfare identifying ways to continue working together; and

WHEREAS, Sammie's Friends is focusing on its core strengths and has worked with the County to create a Supportive Animal Shelter Services Contract to support the animal shelter with volunteers, fosters, adoptions, and medical support, while the County resumes day-to-day operations; and

WHEREAS, the contract amount will not exceed \$110,422 for the period from November 1, 2025, through June 30, 2026.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors, County of Nevada, State of California:

1. Approves the Supportive Animal Shelter Services Contract between the County of Nevada and Sammie's Friends for animal shelter services in an amount not to exceed \$110,422 for the period of November 1, 2025, through June 30, 2026, and authorizes the Chair of the Board to execute the contract. The contract is contingent upon the Board of Supervisors' adoption of the Animal Shelter Budget amendment being brought concurrently to this August 26, 2025.
2. Authorizes the Purchasing Agent to encumber the contract and to make change orders to this contract up to an aggregate increase of ten percent (10%) as may be necessary to change the level or schedule of service to meet the needs of the County.

Funding: 0101 20712 538 1000 521520

\$110,422

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of August 2025, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By:  _____



Heidi Hall, Chair

Administering Agency: Nevada County IGS

Contract No. _____

Contract Description: **Supportive Animal Shelter Services**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of November 1, 2025 by and between the County of Nevada, ("County"), and Sammie's Friends ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, 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 Contract 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 Contract. 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 AMOUNT (\$110,422).**
3. **Term** This Contract shall commence on November 1, 2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2026.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
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 Contract 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 Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract 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 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 Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of 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 Contract are personal to 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 Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, 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.

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 Contract, 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 Contract** 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 Contract. 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 Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract 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 Contract 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. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **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 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 Contract.
- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- 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.

16. **Accessibility** It is the policy of County 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.
17. **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, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Force Majeure – Volunteer Availability** Neither party shall be held liable for any delay or failure in performance, including the availability or participation of volunteers, due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, labor shortages, government restrictions, or other unforeseen events. In such cases, both parties agree to communicate promptly in writing and work in good faith to mitigate the impact and adjust expectations or timelines as necessary.
20. **Levin Act** This contract X shall not ☐ shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.
21. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
22. **Financial, Statistical and Contract-Related Records**
 - 21.1 **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.

21.2 **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, including general business 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.

21.3 **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 correct amount owed during the audit period.

23. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract 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 Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract 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 Contractor, 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 Contractor has no control.
- D. Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, or if the County, for any reason, lacks sufficient funds to meet its payment obligations under this Contract, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall compensate Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, 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 Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract 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 Contract 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 Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of 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.

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. 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, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
25. **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 Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 20, Termination.

29. **Governing Law and Venue** This Contract 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 Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **Subrecipient** This contract ☒ shall not ☐ shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
32. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
33. **Information Technology Security Requirements** This contract ☐ shall not ☒ shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.
34. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.
- County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.
35. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

36. **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:

Nevada County
Information & General Services Department
Address: 950 Maidu Avenue
City, St, Zip Nevada City, CA 95959
Attn: Elise Stickler
Email: Elise.strickler@nevadacountyca.gov
Phone: 530-265-1705

CONTRACTOR:

Name of firm
Sammie's Friends
Address 14647 McCourtney Rd
City, St, Zip Grass Valley, CA 95949
Attn: Stacey Braudrick
Email: Stacey@sammiesfriends.org
Phone: 626-434-5753

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.

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 to begin on the Effective Date.

COUNTY OF NEVADA:

By: Heidi Hall Date: _____
Heidi Hall (08/28/2025 09:27:02 PDT)

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

By: Claire Swanson
Claire Swanson (09/08/2025 12:53:34 PDT)

Attest: Clerk of the Board of Supervisors or Designee

Approved as to Form – County Counsel:

By: Douglas Johnson, Deputy County Counsel Date: _____
Douglas Johnson, Deputy County Counsel (09/12/2025 13:07:24 PDT)

CONTRACTOR: Sammie's Friends

By: Stacey Braudrick Date: 08/19/2025
Stacey Braudrick (08/19/2025 16:28:03 PDT)

Name: Stacey Braudrick

* Title: Board President

By: Joyce Chan Date: 08/20/2025
Joyce Chan (08/20/2025 15:42:10 PDT)

Name: Joyce Chan

* Title: Board Secretary

****If Contractor is a corporation, this Contract 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
 - D. Liquidated Damages
 - E. Information Technology Security
- Summary Page

EXHIBIT A

SCHEDULE OF SERVICES

1. **Project Objective**

Contractor will establish and implement a collaborative, service delivery model with Nevada County that enhances animal welfare outcomes through the following but not limited to services:

1. Coordinated volunteer services,
2. Foster and adoption programs
3. Enrichment opportunities, like socialization, toys, offsite adventures
4. Fundraising to fiscally support the Contractor's mission
5. Public engagement (such as adoption events, shelter awareness training, in-kind events)

Contractor shall ensure a high standard of care for animals, operational efficiency of shelter processes and procedures, and a smooth transition of responsibilities from the Contractor to County during the Contract term. This partnership aims to maximize live release rates and adoption outcomes through medical support, community involvement, and to maintain a compassionate, safe, and comfortable shelter environment for all animals receiving care and support while in the Shelter.

2. **Services/Tasks**

2.1 SERVICE 1: VOLUNTEER SERVICES

Contractor shall furnish a sufficient number of volunteers, as reasonably necessary, to effectively perform the services outlined above in section 1 of this agreement.

Contractor is responsible for recruiting, training, and implementing volunteer services managed by a qualified Staff Member(s) to support in the daily Animal Shelter operations, including but not limited to the following:

Contractor Responsibilities:

- A. Shall provide daily dog walking, twice a day (a.m. and p.m.) or as agreed upon collaboratively between the County Animal Shelter Management and designated Contractor's staff member.
- B. Shall provide daily socialization for both cats and dogs who are available for adoption, spending time with shelter animals away from kennels or in the case of cats, meeting them where they are.
- C. Shall provide daily Kitty Cove cleaning to support onsite staff; wiping down cat kennel areas, removing and replacing litter and cleaning litterboxes.
- D. Shall provide some minor washing and drying in both the canine and cat facilities, including use of the washer/dryer, as well as washing dishes, with training.
- E. Shall provide written training materials and written training processes for tasks to County Animal Shelter Management.
- F. Shall provide transport to and from vet appointments as communicated by County Animal Shelter Management.
- G. Shall provide appropriate attire to include identifiable information (such as person's name) for all volunteers to be worn during shifts, clearly identifying volunteers and their support at the shelter.
- H. Shall maintain records of hours served by volunteers with their specific task as part of the required reporting.
- I. Shall provide training for each task through documentation, volunteer mentorship or in some cases collaboratively with County Animal Shelter Management (at their discretion) to promote clear training and safety for all involved.
- J. Shall provide social media policy for volunteers about posting information regarding animals at the shelter and/or the Animal Shelter and share with County Animal Management.
- K. Shall manage volunteer issues in collaboration with County Animal Shelter Management (as needed) on any performance or safety related issues.

- L. Shall manage a volunteer database that mirrors the volunteer application to include name, address, phone numbers, areas of volunteer interest and availability.
- M. Shall provide a volunteer electronic sign-up system for program needs, manage and coordinate volunteer scheduling in partnership with County Animal Shelter Management.
- N. May provide additional services supporting Animal Shelter operations as discussed with and directed by County Animal Shelter Management. This may include, but not limited to, enhanced enrichment programming, animal day trips away from the shelter, answering phones, front-counter customer service, bathing of animals, and/or other administrative duties.

County Responsibilities:

- A. Shall collaboratively work with Contractor's Staff member(s) for Dog Walking training to promote overall safety for volunteers, animals and staff.
- B. Shall coordinate all medical appointments working with the Contractor staff member(s) to outline volunteer support for transport to and from medical appointments.
- C. Shall provide feedback immediately to designated Contractor staff member if there are any volunteer performance issues. A collaborative decision between County and Contractor made to address any issues shall be agreed upon and followed through with appropriate training and/or agreed outcome.
- D. Shall provide correction professionally and with follow through in real time to volunteers if immediate safety is at risk.
- E. Shall train approved volunteers and/or staff how to use the shelter database system for the purpose of accessing, adding or reviewing animal files.
- F. Shall work with Contractor staff member(s) on creating processes and procedures for improvements and efficiencies as needed.

2.2 SERVICE 2: FOSTER VOLUNTEERS PROGRAM

Contractor is responsible for coordinating and placing selected animals into a foster volunteer's program outside of the Animal Shelter in collaboration with County Administrator, operating the intake process. The County Administrator will collaborate and communicate foster volunteers' needs with Contractor's assigned staff member to place animals with approved offsite foster volunteers.

Contractor Responsibilities:

- A. Shall recruit and train new foster volunteers through in-person or online training.
- B. Shall provide processes and procedures for Foster Volunteer Program and share with the County Animal Shelter Management.
- C. Shall maintain existing/active foster volunteers through periodic check in via phone, email or text and document outreach accordingly.
- D. Shall gather, save and record electronically, all required Foster Volunteer Agreements for active foster volunteers within the animal shelter database system.
- E. Shall maintain the foster volunteer database as part of the volunteer database system.
- F. Shall close out all completed Foster Volunteer Agreements when an animal is no longer in their care.
- G. Shall provide a Foster "After Hours" Protocol for Foster Volunteers, sharing a copy to County Animal Shelter Management to ensure foster volunteers have support while caring for animals in their home environment. This may include questions, concerns or medical situations as they arise.
- H. May provide additional services supporting animal shelter operations as agreed on by both Parties. This may include, but is not limited to, supporting communications with foster volunteers, facilitating meet and greets, and/or providing Foster Starter Packs that may include but is not limited to, blanket, toy, food, treats, etc.

County Responsibilities:

- A. Shall provide food for Foster Starter Packs and any ongoing food requested by the foster volunteer(s) as budget and capacity allows.
- B. Shall coordinate, schedule and communicate with the foster volunteer(s) in writing all necessary medical appointments, including spay and neuter.
- C. Shall provide access to training on the shelter database system.
- D. Shall collaborate with the Contractor staff member(s) to provide a foster volunteer(s) emergency protocol with County Animal Shelter Management to ensure foster volunteers have support while caring for animals in a home environment.
- E. Shall work with Contractor staff member(s) on creating processes and procedures for improvements and efficiencies as needed.

2.3 SERVICE 3: ADOPTION MEET & GREETINGS

Contractor is responsible for administering daily meet and greets during shelter operating hours, providing quality customer service in support of positive adoption outcomes.

Contractor Responsibilities:

- A. Shall train volunteers on meet and greet protocol to ensure strong matches between animals and potential adopters.
- B. Shall coordinate schedule for volunteers to be available for meet and greets during open shelter operating hours.
- C. May provide additional services supporting animal shelter operations as agreed by both Parties. This may include, but is not limited to, inputting data into the shelter database system, support community engagement/marketing, and/or providing adoption kits, that may include but is not limited food, treats, toys, blankets, etc.

County Responsibilities:

- A. Shall complete all financial transactions associated with adoption fees.
- B. Shall input data to ensure adoption process is completed and recorded correctly.
- C. Shall support meet and greets when needed or as necessary in alignment with shelter staffing capacity.
- D. Shall manage front customer service counter operations.
- E. Shall provide food samples for each animal to ensure food consistency during first week acclimating to new home.
- F. Shall work with Contractor staff member(s) on creating processes and procedures for improvements and efficiencies as needed.

2.4 SERVICE 4: ADOPTION EVENTS

Contractor shall schedule, coordinate and host at least two adoption events at offsite locations to promote adoptions to expand community participation and encourage more adoptions within the County.

Contractor Responsibilities:

- A. Shall provide in writing, every adoption event via email to County Animal Shelter Management within 5 days of the event that includes the date, time, location and confirmation/approval to use the selected location, as well as a list of identified animals to be onsite for the event. Animal information must include assigned number and name. Only events approved in writing by County Animal Shelter Management may be conducted.
- B. Shall coordinate all required volunteer support to set up, work and take down for each planned event that may include animal transportation to and from, proper water and food/treats for animals, as well as paperwork for adoptions or foster agreements.

- C. Shall train volunteers for proper meet and greet protocol to ensure strong matches between animals and potential adopters.
- D. May provide additional services supporting animal shelter operations as discussed with and directed by County Animal Shelter Management. This may include, but is not limited to, providing adoption kits for adopters, support community engagement/marketing, and/or support offsite adoption administration.

County Responsibilities:

- A. May complete and finalize the adoption process conducted from offsite events as agreed upon by both Parties and finalize the required paperwork for any adoptions or foster agreements.
- B. Shall provide food samples for each animal to ensure food consistency during first week acclimating to new home.
- C. Shall provide necessary volunteer or staff training to complete financial transactions for offsite adoptions.
- D. Shall work with Contractor staff member(s) on creating processes and procedures for effectiveness and efficiency.

2.5 SERVICE 5: FUNDRAISING

Contractor shall raise funds in support of shelter animals to assist in any additional medical costs that exceed \$500 (which is covered by the County) and does not include spay and neuter. All medical expenses in excess of the \$500 provided by County shall be approved by the Contractor that is submitted in writing by the County.

Additional funds raised may be used for other supportive animal sheltering services and programming as agreed upon and approved in writing by the Contractor. It is at the Contractor's discretion and decision whether to commit funds for these purposes based on their available funds.

Contractor Responsibilities:

- A. Shall provide written consensus to cover medical costs associated with an animal in need with a clear approval process as agreed upon by both parties which includes invoicing and transfer of payments.
- B. Shall receive and provide donated items intended for the shelter and deliver them to the animal shelter.
- C. May provide additional services supporting Animal Shelter operations as discussed with and directed by County Animal Shelter Management. This may include, but is not limited to, donating in-kind materials such as food, treats, toys, and blankets or other sheltering needs like spay/neuter, structural improvements and maintenance.

County Responsibilities:

- A. May provide a written request via email to Contractor staff member(s) for any animal needing medical support above and beyond \$500; with urgent calls as needed, as long as it's followed up in writing.
- B. Shall establish a joint process and procedure with Contractor staff member(s) for the invoice and reconciliation process for approved medical costs that were consented to in writing.
- C. Shall indicate and designate received donated items that do not fit the shelter needs over to Contractor Nifty Thrift to be included in their distribution as part of their mission.
- D. Shall work with Contractor staff member(s) on creating processes and procedures for improvements and efficiencies as needed.

2.6 SERVICE 6: STAFFING

Contractor Responsibilities:

- A. Contractor is required to hire all staff as outlined in their proposal which includes the following positions:
 - (1) Program Director
 - (1) Adoptions/Foster Coordinator
 - (1) Volunteer CoordinatorAll positions must be filled by November 1, 2025, at commencement of this contract; additionally, Contractor will be responsible for all required training of their staff for each position and any agreed upon responsibilities as listed above.
- B. Contractor will be responsible for providing all computers and office supplies, as well as any additional volunteer management systems that may be necessary.
- C. Contractor shall provide written permission to County Animal Shelter Management allowing access to use its proprietary shelter database system, named "Shelter Tracker" throughout this Contract Term.

County Responsibilities:

- A. The County Animal Shelter Management shall provide Contractor staff member(s) at minimum (2) designated workspaces within the existing animal shelter as agreed by both parties;

2.7 DELIVERABLES AND EXPECTATIONS

The Parties, agree to collaborate in a professional manner to achieve the shared mission of providing the highest level of support and care to the animals being cared for in the Nevada County Animal Shelter. The below defines shared expectations and deliverables agreed to by both Parties:

- A. The Parties, shall discuss and decide collectively on all matters regarding humane euthanasia for, both behavioral and medical situations,
- B. The Parties will collectively establish a written protocol that outlines roles and responsibilities related to euthanasia decisions.
- C. The Parties shall collaborate for each specific Owner Turn In's (OTI's) request, understanding that this is the sole responsibility of the County Animal Shelter Management but whereas, Contractor staff member(s) shall be required to provide the following support:
 - 1. Courtesy listings
 - 2. Outreach to individuals requesting support to keep animals out of the shelter focusing on home-to-home placement.
- D. The Parties, shall promote adoptions, foster volunteering, events and other agreed upon messaging through respective social media sites and media outreach (as needed).
- E. The Parties shall engage in open, honest, and respectful communication to foster a collaborative working relationship built on mutual trust and professionalism.
- F. The Parties shall continuously evaluate and improve shelter performance through collaboration and process improvements to build public trust.
- G. The Parties understand that any responsibility not designated by this contract herein shall be the responsibility of the County Animal Shelter Management.

2.8 REPORTING

Contractor shall provide monthly and annual reporting that includes, but is not limited to the following information:

Contractor Responsibilities Monthly:

- A. The total number of individual volunteer hours and tasks served for the previous month, including volunteer name, role, and total number of hours served, including a monthly

- overall volunteer total with its equivalent financial contribution using the established hourly rate \$29.95 for volunteer time.
- B. The total number of foster volunteers, including animal name and number of days in foster care for the previous month.
 - C. Total number of events held and successful adoptions for the previous month, including the number of adoptions or fosters that culminated from the event.
 - D. The total number of adoptions achieved through supported services.
 - E. The total medical costs expended in support of shelter animals for the previous month. Details must include:
 - 1. Animal Name and Number
 - 2. Date
 - 3. Procedure/Treatment
 - 4. Total Contractor contribution towards vet cost
 - F. Total of in-kind items secured and provided to the Shelter, including list of items along with estimated dollar value.

Contractor Responsibilities Annually:

- A. At the end of the contract (June 30, 2026) Contractor shall provide a year-end report to include all required information defined above in section 2.8 (monthly) but to include a total for the entire contract period.

County Responsibilities:

- A. County shall provide a monthly invoice (by the 15th of each month) to Contractor for reimbursement of any medical expenses supported by the Contractor above the \$500 per animal allocation.
- B. Shall receive and save all reporting requirements in accordance with County Records Retention Policy.
- C. Shall maintain the right to request additional information within reason as the program evolves within the contractual period.

2.9 RESOURCES

- County shall provide training and access to Shelter Database System to Contractor staff and volunteers, with Contractor covering any costs for licenses required to receive access.
- Contractor staff members shall be permitted to keep Connex Box #4, which it owns (located next to the propane tank) for onsite storage; responsible for cleaning and maintaining a clear space in and around the box, as well as maintaining a safe environment inside and out for volunteers and staff.

2.10 Additional Services

Additional work beyond the Scope of Services set forth in this Contract shall not be performed by Contractor unless such work is specifically authorized in writing by the Director of Information and General Services or his/her designee. Should additional work be performed by the Contractor without prior written approval, the County will not be obligated to reimburse the Contractor for such work.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete work performed under this contract shall be borne by the Contractor.

For the Services provided, as set forth in Exhibit "A", above, the annual maximum contract amount will be \$110,422. Payment will be made monthly per the Payment Schedule below and only approved when all required monthly reports and an accurate invoice has been approved by the County Animal Shelter Management.

Invoices

Invoices shall be due by the 15th of each month indicating the following month and amount. Invoices shall be submitted to the County to include details as required below:

- Summary of provided services
 - Use reporting to capture the total to include here
- Dates services were rendered (i.e. Dec. 1-31, 2025)
- Contract number (as assigned and provided by the County)
- A payroll report that includes staff positions, hours worked, and hours paid accompanied by signed staff timesheets.
- Additional medical costs committed by Contractor for previous month

Work performed by Contractor will be subject to final acceptance by the County Animal Shelter Management

Submit all invoices to:

Nevada County
IGS
Address: 950 Maidu Ave
City, St, Zip: Nevada City, CA 95959
Attn: Lorie Hennessey
Email: lorie.hennessey@nevadacountyca.gov
Phone: (530) 557-5199

Payment Schedule

Monthly payments will be made in 8 equal installments with approved invoicing and all required reporting. The total annual amount for services shall not exceed \$110,442 (the annual contract amount.) The monthly fee is inclusive of services described in Exhibit A, Schedule of Services.

Installment	Invoice Date*	Amount (Payments are based on fixed amount)
No. 1(advancement)	Nov. 1, 2025	\$13,803
No. 2	Nov. 15, 2025	\$13,803
No. 3	Dec. 15, 2025	\$13,803
No. 4	Jan. 15, 2026	\$13,803
No. 5	Feb. 15, 2026	\$13,803
No. 6	March 15, 2026	\$13,803
No. 7	April 15, 2026	\$13,803
No. 8 (Final)	May 15, 2026	\$13,803
Total		\$110,422

*Payment shall be issued approximately thirty days of receiving and approving Contractor's invoice and reporting requirements for payment processing.

Unless otherwise agreed to by the County, all payments owed by the County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

EXHIBIT C

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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **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.
2. **Special Event Liability:** Insurance covering on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate.
3. **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. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
4. **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.
5. **Professional Liability (Errors and Omissions):** Insurance covering animal rescue and training error and omission with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.
6. **Director and Officers (D&O) Liability** Insurance covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

Other Insurance Provisions:

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

1. **Additional Insured Status: 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 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 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.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as

- respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **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 County.
 4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.
 5. **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.
 6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require 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.
 7. **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 County.
 8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - 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, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
 9. **Verification of Coverage** Contractor shall furnish 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 Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 10. **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.

11. **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.
12. **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 County as noted above. In no cases shall the types of policies be different.
13. **Premium Payments** The insurance companies shall have no recourse against 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.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **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 the 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.

EXHIBIT D

LIQUIDATED DAMAGES

3. **Liquidated Damages**

County and Contractor agree that damages to County due to Contractor's delay in timely providing services in accordance with the aforesaid Exhibit A and Contract Termination Date are impractical and difficult to ascertain. Therefore, a daily amount of \$456 as Liquidated Damages shall be assessed against Contractor due to delays in providing services not in accordance with Exhibit A or later than the Contract Termination Date (herein "Delay"). County may offset Liquidated Damages 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.

EXHIBIT E

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

SUMMARY OF CONTRACT

Contractor Name: Sammie's Friends

Description of Services: Supportive Animal Sheltering Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$110,422.00

Contract Start Date: 11/1/2025

Contract End Date: 6/30/2026

Liquidated Damages: \$456.00 per day

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	Click or tap here to enter text.
Automobile Liability (\$1,000,000)	Click or tap here to enter text.
Worker's Compensation (Statutory Limits)	Click or tap here to enter text.
Director and Officers (D&O) (\$1,000,000)	
Professional Liability (\$1,000,000)	
Type Animal Rescue and Training Error	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Information and General Services
Department

Address: 950 Maidu Avenue
City, St, Zip Nevada City, CA 95959
Attn: Elise Strickler
Email: elise.strickler@nevadacountyca.gov
Phone: 530-265-1705

CONTRACTOR:

Sammie's Friends

Address 14647 McCourtney Road
City, St, Zip Grass Valley, CA 95959
Attn: Stacey Braudrick
Email: staceybrausrick@me.com
Phone: 626-434-5753

Contractor is a: (check all that apply)

Corporation: ☐ Calif., ☐ Other, ☐ LLC, ☐
Non- Profit ☒ Corp ☐
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐
Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other ☐

EDD Worksheet Required

Yes ☐ No ☐

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Liquidated Damages