

EXHIBIT "A-1"

SCHEDULE OF SERVICES

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

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

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

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

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

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

- r. Contractor will purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct Shelter operations.

II. Shelter Hours

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

III. Records/Inventory/Reports

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

- d. Contractor shall have access to historic financial and animal records by making a formal request in writing to the Sheriff's Office. Records shall be provided as long as they are available within ten days.
- e. 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.
- f. 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.
- g. 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 on behalf of the County and as directed by the County and in accordance with the requirements set forth by the County Auditor-Controller, according to the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- b. Contractor may sell and issue dog licenses to the citizens residing in the unincorporated areas of the County in accordance with the NCAC procedure for issuing licenses and the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- c. County will allow Contractor access to a future County Licensing System for the processing of animal licensing.
- d. Contractor shall collect the requisite sums for rabies vaccination where required and license fee for all dogs returned to owner or adopted if their dog is four months of age or older, according to the adopted County fee schedule set forth in

ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.

- e. Contractor shall present any proposed changes to the County fee schedule, together with appropriate justification for the changes, to the Sheriff's Office, County Executive Office and Auditor-Controller for review and recommendation to the Nevada County Board of Supervisors.

VI. COUNTY RESPONSIBILITIES

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

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

Five (5) animals are brought in on 8-1-13 to 8-22-13 = 110 animal days
Three (3) more animals are brought in on 8-10-13 = 36 animal days
Two (2) more animals are brought in on 8-17-13 = 10 animal days
Total: 156 animal days

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

VII. Miscellaneous

- a. The County reserves the right to make inspections of the Shelter at any time, with or without notice, to assure compliance with the scope of work and ensure the animals are cared for in a humane manner.
- b. County and Contractor agree to act in a professional manner at all times.
- c. County will pay University of California Davis Veterinary Medicine, Shelter Medicine Program to provide a program review of Shelter operations every three years. The review findings will be used as a tool to enhance and protect the health of Shelter animals and enhance Shelter operations.
- d. This contract may be renewed for up to two (2) years at the discretion of the Board of Supervisors. The County will provide contractor written notification with intent to renew the contract or to solicit Request for Proposals (RFP) by January 1, 2018.
- e. Contractor shall provide the most recent copy of the Contractor's IRS Form 990 and annual financial statements. These statements are due to the County within fifteen (15) days of filing the IRS Form 990.
- f. The budget is based on a baseline of 1,500 animals that are sheltered per fiscal year. If the number of animals cared for exceeds the baseline, the reimbursement for the additional animals may be negotiated within 45 days after receiving written notification from the Contractor to the County.
- g. County shall provide facility upgrade consisting of an expansion of the reception counter. Any other work beyond the lease agreement shall be billed to Contractor at their expense.
- h. 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:
 - a. Sheriff Contact: Sheriff's Lieutenant
 - b. Sammie's Friends: Shelter Director