

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of October, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **Fresno Humane Animal Services**, a California Non-Profit Public Benefit Corporation, whose address is 2789 S. Orange Ave, Fresno, California 93725 hereinafter referred to as "FHAS".

WITNESSETH:

WHEREAS, COUNTY has a need for an experienced animal control service provider that provides sheltermaster, shelter and emergency veterinary services for animals from the unincorporated areas of the COUNTY, as authorized and required by Food and Agricultural Code, Sections 31105, 31106, Penal Code, Section 597f, and Fresno County Ordinance Code, Chapters 9.04 through 9.12; and

WHEREAS, COUNTY has a further need for services to enforce the COUNTY's dog licensing and control ordinance in Chapters 9.04 through 9.12 of the COUNTY's Ordinance Code and the laws of the State of California pertaining to animal control; and

WHEREAS, COUNTY therefore has a need for providing the services required by law (the foregoing animal control, sheltermaster, shelter, veterinary, and leash laws enforcement services, shall be collectively referred to as "Services"); and

WHEREAS, the shelter site and primary location for delivery of Services will be located on COUNTY owned property: 760 W. Nielsen, Fresno, California 93706; and

WHEREAS, property has been purchased for a future shelter located at West Dan Ronquillo Drive (APN's 458-270-15 & 458-060-61); and

WHEREAS, FHAS is engaged in the business of providing the Services, and represents to COUNTY that FHAS possesses unique and superior knowledge, skill, resources, and expertise to be able to provide the Services, and is fully competent and authorized in such matters, and will take all necessary and appropriate action and employ all necessary and appropriate resources, equipment, expertise and personnel to fully perform the Services, holding any and all implicated licenses, permits, permissions and/or approval; and

///

1 WHEREAS, in reliance upon the foregoing representations of FHAS, COUNTY desires to obtain the
2 Services from FHAS, as an independent contractor of the COUNTY, pursuant to the terms and conditions
3 of the Agreement, to ensure that the Services are being provided to residents in the unincorporated areas
4 of the COUNTY.

5 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein
6 contained, the parties hereto agree as follows:

7 1. **SERVICES**

8 A. Without limiting any obligations or liabilities owed by FHAS hereunder, during the entire
9 term hereof FHAS shall provide the COUNTY with those Services including, but not limited to, those that
10 are set forth in the Scope of Work, attached as Exhibit A and incorporated by reference. The Services
11 performed for COUNTY, hereunder, shall include only those Services to the extent performed and
12 originating in or directly for the unincorporated areas of the County of Fresno. FHAS's daily schedule
13 and hours worked under this Agreement on a given day shall generally be subject to FHAS's discretion,
14 provided that FHAS shall devote sufficient time as is reasonably necessary to fulfill the spirit and
15 purpose of this Agreement.

16 B. FHAS shall possess and maintain all necessary equipment and supplies, materials, and
17 services, including professional services, and employ and supervise all necessary personnel, to
18 successfully render all Services agreed upon during the term of this Agreement and any renewals
19 thereof. The COUNTY assumes no obligation for the provision of equipment, supplies, or personnel to
20 FHAS for the execution of the Agreement. All costs of FHAS's performance hereunder including
21 equipment, supplies, and personnel are to be included in the monetary amount requested by FHAS and
22 agreed to in this Agreement.

23 C. FHAS acknowledges and agrees that it shall perform all of its obligations under this
24 Agreement in full compliance with all applicable federal, state and local laws and regulations, which are
25 now in effect or hereinafter enacted from time to time. FHAS, and not COUNTY, is solely responsible
26 for ascertaining what other laws and regulations, not specifically stated herein, apply to the performance
27 of FHAS's obligations herein. COUNTY is under no duty whatsoever to advise FHAS of same. FHAS
28

1 acknowledges and agrees that, at all times hereunder, it shall hold any and all necessary licenses,
2 permits, permissions and approvals to provide the Services.

3 D. Notwithstanding the foregoing, COUNTY agrees to notify FHAS of proposed changes in
4 its Ordinance Code affecting FHAS's performance under this Agreement, no more than 30 (thirty) days
5 prior to the scheduled date for public hearing on the adoption of same. If FHAS claims that such change
6 in the Ordinance Code would cause a verifiable and materially adverse financial impact on FHAS that
7 was not anticipated on the date that this Agreement was executed by the parties, FHAS may request
8 that it receive a change in the compensation or reimbursement payable for the performance of its
9 services.

10 E. FHAS will provide Services at COUNTY's shelter site currently located at 760 W. Nielsen
11 Fresno, California 93706, and at a new shelter site, upon its completion, located at West Dan Ronquillo
12 Drive (APN's 458-270-15 & 458-060-61), Fresno, California 93706. COUNTY shall maintain said site
13 necessary for FHAS to perform all of its obligations under this Agreement. COUNTY will provide office
14 unit rental costs and repairs, electricity, water, garbage, phone service, routine maintenance of site, and
15 capital improvements at no cost to FHAS. The following COUNTY owned equipment and supplies shall
16 be located at said site for use by FHAS to perform all of its obligations under this Agreement. Equipment
17 and supplies include:

- 18 a) Sixty (60) outdoor kennels (covered)
- 19 b) Forty-six (46) small indoor kennels
- 20 c) Modular office unit
- 21 d) Sea train container
- 22 e) Off-site horse corrals located at Kearney Park
- 23 f) Phones, washing machine, dryer, commercial fans, and wash sink
- 24 g) Office furniture (desks, chairs, tables), shelves, carts
- 25 h) Animal license applications and tags.

26 FHAS may use the above equipment and supplies only in its performance of Services under
27 this Agreement. COUNTY shall retain ownership of above equipment and is responsible for maintaining said
28 equipment.

1 **2. TERM OF AGREEMENT**

2 A. The term of this Agreement shall be for a period of ten (10) years, commencing on January
3 1, 2020 through and including December 31, 2029 unless terminated earlier as set forth in Section IV or
4 written notice of nonrenewal is given either by FHAS or COUNTY or COUNTY's DPH director, or designee,
5 not later than one-hundred eighty (180) days prior to the close of the current Agreement term. In no event
6 shall this Agreement extend beyond December 31, 2029, except as provided in the following paragraph.

7 B. Upon expiration or termination of this Agreement, FHAS shall aid the COUNTY in
8 continuing, uninterrupted, the requirements of this Agreement, by continuing to perform on a temporary
9 basis, when specifically requested to do so in writing by the COUNTY's authorized representative, for a
10 specified term not to exceed 12 months. Such continuance shall be on the same terms and conditions as
11 provided in this Agreement; except the COUNTY may request part or all of the Services to be performed
12 and payment will be limited to the Compensation Schedule for such Services.

13 **3. COMPENSATION FOR SERVICES AND REIMBURSEMENT OF EXPENSES**

14 A. In consideration of FHAS's performance hereunder including the Services, and subject to
15 the terms and conditions herein, the COUNTY agrees to compensate FHAS according to, and in the
16 manner provided in, the Compensation Schedule, attached hereto as Exhibit B. Notwithstanding anything
17 stated to the contrary herein, any compensation payable by COUNTY to FHAS for Services rendered, or
18 reimbursement payable by COUNTY for FHAS's expenses incurred, under this Agreement shall be subject
19 to FHAS performing the Services to the satisfaction of the COUNTY. A re-evaluation of shelter costs shall
20 be conducted one year after the completion of the new animal shelter, at which time future compensation
21 may be adjusted. Compensation will continue to be not less than as currently provided in Exhibit B.

22 B. Payment for replacement vehicles, including equipped animal containment units and
23 camper shells that shall be used for the delivery of Services described in this Agreement and shall be
24 purchased according to the purchase schedule detailed in this section. FHAS shall be the registered
25 owners of the vehicles. In the event of termination of this Agreement, COUNTY will immediately take
26 possession of the vehicles, including animal containment units, which were purchased through this
27 Agreement, and FHAS shall cooperate with the COUNTY, including but not limited to making the
28 vehicles, including animal containment units, available at the current animal shelter site, and

1 immediately transferring title to the vehicles including animal containment units, to COUNTY.

2 COUNTY shall issue a lump sum payment as per the compensation schedule for the
3 vehicles, including equipped animal containment units, and camper shells. COUNTY shall have the
4 right to approve of the make, model, and total cost of each vehicle before the purchase is made. FHAS
5 shall provide proof of vehicle purchase. If purchase is not made, COUNTY has the right to demand
6 reimbursement of the lump sum payment. FHAS shall provide fuel for the vehicles and shall be
7 responsible for all maintenance of the vehicles purchased under this Agreement. During the term of this
8 agreement, FHAS shall, at its own cost and expense, at all times maintain the vehicles so that they are
9 roadworthy, fit for their intended purpose, in good condition and repair and in good, operable and
10 efficient working order, except for reasonable wear and tear. FHAS shall maintain insurance on the
11 vehicles as specified in Section 9 of this Agreement. The following replacement vehicles shall be
12 purchased in order to provide services under this Agreement:

13 In contract years 3 and 7:

- 14 1) One (1) Sports Utility Vehicle
15 2) One Van, or other comparable vehicle as approved by County

16 In contract years 1, 4, and 8:

- 17 1) Two (2) Ford F250 Pickup trucks equipped with animal containment units, or other
18 comparable vehicles as approved by County
19 2) Two (2) Toyota Tacoma trucks equipped with camper shells, or other comparable
20 vehicles as approved by COUNTY
21 3) One Ford Connect van, or other comparable vehicle as approved by County

22 C. Notwithstanding such Compensation Schedule, the Parties agree that:

23 1. FHAS shall not receive any other compensation from COUNTY for Services
24 provided or reimbursement for costs incurred under this Agreement, nor shall FHAS charge any
25 other fee or cost to the COUNTY, unless the parties enter into a written amendment to this
26 Agreement. In no event shall compensation under this Agreement be in excess of the amounts
27 listed in Table A, which include yearly increases as noted below:

28 a. For the period of January 1, 2021 through December 31, 2021, a 3% increase above

1 prior year.

2 b. For the period of January 1, 2021 through December 31, 2022, a 3% increase above
3 prior year.

4 c. For every 12 month term beginning with January 1, 2023 thru December 31, 2029, a cost
5 of living adjustment based on the lesser of 3% or the then current Pacific Region Consumer Price
6 Index (CPI).

7 Compensation Maximum (Table A):

8 Contract Period	Maximum Compensation
9 Jan. 1, 2020 thru Dec. 31, 2020	\$ 1,788,986.00
10 Jan. 1, 2021 thru Dec. 31, 2021	\$ 1,668,317.00
11 Jan. 1, 2022 thru Dec. 31, 2022	\$ 1,765,008.00
12 Jan. 1, 2023 thru Dec. 31, 2023	\$ 1,935,096.00
13 Jan. 1, 2024 thru Dec. 31, 2024	\$ 1,782,630.00
14 Jan. 1, 2025 thru Dec. 31, 2025	\$ 1,833,649.00
15 Jan. 1, 2026 thru Dec. 31, 2026	\$ 1,966,199.00
16 Jan. 1, 2027 thru Dec. 31, 2027	\$ 2,142,325.00
17 Jan. 1, 2028 thru Dec. 31, 2028	\$ 1,996,075.00
18 Jan. 1, 2029 thru Dec. 31, 2029	\$ 2,053,497.00

19
20 In no event shall services performed under this Agreement be in excess of Eighteen
21 Million Nine Hundred Thirty One Thousand, Seven Hundred Eighty Two and 00/100 Dollars
22 (\$18,931,782) during the term of this Agreement. It is understood that all expenses incidental to
23 FHAS's performance of services under this Agreement shall be borne by FHAS. County's
24 payments shall be made to FHAS in advance (except for Emergency Veterinary Services,
25 Contingency Fund, Disaster Plan Expenses and Sheriff's Office expenses) on the tenth (10th) day
26 of each month.

27 2. Payment by County shall be in arrears for Emergency Veterinary Services,
28

1 Contingency Fund, and Disaster Plan expenses provided during the preceding month, within forty-
2 five (45) days after receipt and verification of FHAS's invoices by COUNTY's Department of Public
3 Health.

4 3. Payment by County shall be in arrears for Sheriff's Office Expenses provided
5 during the preceding month, within forty-five (45) days after receipt and verification of FHAS's
6 invoices by COUNTY's Sheriff's Office.

7 4. County will establish reasonable fees to the public for animal adoption,
8 licensing, animals reclaimed from the shelter, together with a reasonable charge for the cost and
9 care of such animals while impounded and FHAS shall be responsible for collecting all fees.

10 5. All fees collected by FHAS, including but not limited to animal license fees,
11 animal adoption fees, reclaim fees, impound fees, and shelter/boardings fees shall be retained by
12 FHAS to offset the cost of spay, neuter, and vaccination of adoptive animals.

13 6. Books, accounts and records of FHAS's revenues, costs and expenses
14 pertaining to the Services shall be kept on a generally recognized accounting basis and shall
15 specifically identify the respective Services reimbursed or reimbursable by the State. Such books,
16 accounts and records shall be maintained in such a manner as to clearly distinguish revenues,
17 expenses and State reimbursements arising hereunder from other FHAS activities.

18 7. FHAS shall maintain in good and legible condition all books, documents,
19 papers, data files and other records related to its performance under the Agreement. Such records
20 shall be complete and available to COUNTY, the State, the federal government or their duly
21 authorized representatives for the purpose of audit, examination, or copying during the term of the
22 Agreement and for a period of at least 3 years following the COUNTY's final payment under the
23 Agreement or until conclusion of any pending matter (e.g. litigation or audit), whichever is later.
24 Such records must be retained in the manner described herein until all pending matters are
25 closed.

26 8. In no event shall any payment by COUNTY constitute a waiver by COUNTY of
27 any breach of this Agreement or any default which may then exist on the part of FHAS. Neither
28 shall such payment impair or prejudice any remedy available to COUNTY with respect to the

1 breach or default. COUNTY shall have the right to demand of FHAS the repayment to the
2 COUNTY of any funds disbursed to FHAS under this Agreement, which in the judgement of the
3 COUNTY were not expended in accordance with the terms of this Agreement. FHAS shall
4 promptly refund any such funds upon demand or, at the COUNTY's option, such repayment shall
5 be deducted from future payments owing to FHAS under this Agreement.

6 (i) FHAS agrees to limit annual administrative costs paid through this
7 Agreement to a maximum of fifteen percent (15%) of the total annual program budget.
8 Administrative costs include all non-direct service personnel such as executive directors, clerical
9 staff and fiscal staff and identified corporate overhead. Employee benefits shall not exceed twenty
10 percent (20%) of total salaries for those employees working under this Agreement. Benefits shall
11 include health insurance, retirement, life insurance, and other optional benefits. Failure to conform
12 to this provision will be grounds for contract termination at the option of the County of Fresno,
13 DPH Director or his designee. This Section shall in no way be construed to classify FHAS or
14 FHAS's officers, agents and employees as an officer, agent, servant, employee, joint venture,
15 partner, or associate of County.

16 **4. REPORTS & FUNDING REQUESTS**

17 A. FHAS will maintain data and utilize a shelter software system capable, at a
18 minimum, of effectively managing shelter data, tracking all animals handled, tracking and issuing
19 licenses, and animal rescues and public access to information.

20 B. FHAS shall furnish to County of Fresno, DPH Director (or such other COUNTY
21 officer who, after the effective date of this Agreement, performs his functions, hereinafter the
22 "DIRECTOR") written monthly reports pertaining to Services FHAS provides under this
23 Agreement, as follows:

24 (1) Service Reports: FHAS shall provide the COUNTY with service reports on the animal
25 shelter, adoption program activities, disposition of animals handled, field services performed, and
26 related Services performed in the execution of this Agreement in the format approved by the COUNTY.
27 The reports are due by the 15th of each month for the previous month. Such reports shall be approved
28

1 by FHAS's Board of Directors (or all members or all General Partners, as applicable) of FHAS prior to
2 submission to the COUNTY.

3 (2) Fiscal Report: FHAS shall provide the COUNTY with fiscal reports detailing FHAS's
4 revenue and expense categories incurred in the execution of this Agreement in the format approved by
5 the COUNTY. The reports are due by the 5th of each month for the previous month. Such reports shall
6 be approved by FHAS's Board of Directors (or all members or all General Partners, as applicable) of
7 FHAS prior to submission to the COUNTY. FHAS agrees to provide copies of state and federal returns
8 and filings to COUNTY upon the reasonable request of COUNTY.

9 (3) Complaint Report: FHAS shall provide to COUNTY with documentation of complaints
10 received from the public regarding Services by the 15th of each month for the previous month.

11 (4) Dog Bites: Within 24 hours of learning of any animal bite during the performance of
12 Services under this Agreement, FHAS shall inform the COUNTY's authorized representative thereof.

13 (5) Website: In coordination with the COUNTY, FHAS will provide a FHAS managed
14 website of current content for timely public access to information concerning the animal shelter, animal
15 adoption opportunities, animal licensing, and related services.

16 5. **TERMINATION OF AGREEMENT**

17 A. Except as otherwise expressly provided herein, the term of this Agreement shall expire upon
18 the first to occur of:

19 (a) An Event of Non-Appropriation by COUNTY occurs;

20 (b) The day after the last scheduled payment hereunder is paid in full by the COUNTY;

21 (c) FHAS's filing of protection under the federal bankruptcy laws, or any bankruptcy petition
22 or petition for receiver commenced by a third party against FHAS;

23 (d) Written notice following any breach or default hereunder by FHAS where such breach or
24 default is not cured within 30 days written notice thereof by the COUNTY to FHAS;

25 (e) 90 days written notice without cause by COUNTY;

26 (f) Written notice following any breach or default hereunder by FHAS where such breach or
27 default is not susceptible of cure following written notice thereof by the COUNTY;

28 (g) FHAS's material cessation of business or operations; or

1 (h) Expiration.

2 Any such termination shall not relieve a Party of obligations due and owing at the time of
3 termination. However, in the event of breach or default by either Party, the other Party shall be
4 relieved of its obligation under this Agreement and may pursue any legal remedies.

5 B. The terms and conditions of this Agreement, and the Services to be provided
6 hereunder for the COUNTY, are contingent upon the approval of funds by the COUNTY. An
7 "event of Non Appropriation" means the failure of the Board of Supervisors to appropriate
8 money for any Fiscal Period (July 1 through June 30) sufficient for the continued performance
9 by the COUNTY of all COUNTY's obligations hereunder.

10 C. COUNTY agrees that it will do all things lawfully within such official's power: (i) to
11 include amounts to make payments hereunder in each annual or biennial budget (as
12 appropriate) to be submitted to the COUNTY's governing body and (ii) to maintain and utilize
13 any funds appropriated in any given Fiscal Period for the purpose for which those funds were
14 appropriated. COUNTY hereby agrees to notify FHAS immediately, and in no case later than 30
15 days, following the occurrence of an Event of Non-Appropriation. The Parties herein
16 acknowledge that appropriation for payments hereunder is a government function which the
17 COUNTY cannot contractually commit itself in advance to perform and this Agreement does not
18 constitute such a commitment.

19 D. Immediately upon any termination hereof, and without waiver or limitation as to
20 claims, damages, rights and remedies available to COUNTY under law, contract and equity,
21 FHAS immediately shall return to the COUNTY any unearned (current year) fee payments, and
22 the COUNTY shall be possessed of a complete right of setoff as to sums, as well as all
23 properties and materials in the possession of FHAS at the time of termination that are owned by
24 the COUNTY. Such unearned fees shall not be construed as, nor constitute a recover or waiver
25 as to, any claims, damages, right or remedies available to the COUNTY upon breach or default
26 by FHAS hereunder.

27 E. Notwithstanding the above, the Parties shall at all times retain any right, remedy
28 (in law or equity), or privilege which may be available to it under applicable laws of the State or

1 any other applicable law including, without limitation, the right to proceed by appropriate court
2 action to enforce the terms of the Agreement and the right to recover direct, indirect,
3 consequential or incidental damages for the breach of the Agreement.

4 F. In the event of default by FHAS, the COUNTY may procure materials and
5 Services from another source and may recover the loss occasioned thereby from any unpaid
6 balance due the selected vendor, or by any other legal means available to the COUNTY. FHAS
7 shall reimburse the COUNTY for expenses related to delivery of non-specified materials or
8 Services.

9 **6. RELEASE OF INFORMATION AND OWNERSHIP OF WORK PRODUCT**

10 A. Except to the extent required by law, any reports, information, or other data prepared or
11 assembled by FHAS pursuant to this Agreement for COUNTY shall not be made available to any
12 individual or organization by FHAS without the prior written authority of COUNTY.

13 B. All right, title and interest in and to any and all data, materials, reports, compilations,
14 documents, instruments, and/or other information in any form/media generated by FHAS in pursuit of
15 this Agreement and the Services provided for herein shall be vested in the COUNTY and shall be
16 transmitted to COUNTY by FHAS upon termination of the Agreement. FHAS shall not permit the
17 reproduction or use thereof by any other person except as otherwise expressly provided herein.

18 C. Except to any extent expressly set forth in this Agreement, the COUNTY does not grant,
19 convey, or delegate to FHAS any property interest or express or implied COUNTY license, right or
20 authority. Without limitation, FHAS shall have no authority to bind the COUNTY absent the COUNTY's
21 express written consent.

22 **7. CONFIDENTIALITY**

23 A. FHAS shall not disclose information about COUNTY's business or business practices.
24 FHAS shall safeguard confidential data which FHAS's staff may have access to in the course of system
25 implementation.

26 B. All Services performed by FHAS shall be in strict conformance with all applicable
27 Federal, State of California and/or local laws and regulations relating to confidentiality, including but not
28

1 limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code,
2 California Code of Regulations, Code of Federal Regulations.

3 (a) FHAS shall submit to COUNTY's monitor of said compliance.

4 C. Data Security: FHAS shall employ adequate controls and data security measures, both
5 internally and externally to ensure and protect the confidential information and/or data provided by
6 FHAS by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing,
7 use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY
8 resources; and/or disruption to COUNTY operations.

9 (1) FHAS may not connect to or use COUNTY networks/systems via personally owned
10 mobile, wireless or handheld devices, unless the following conditions are met:

- 11 (a) FHAS has received authorization by COUNTY for telecommuting purposes;
- 12 (b) Current virus protection software is in place;
- 13 (c) Mobile devices must have the remote wipe feature enabled; and
- 14 (d) A secure connection is used.

15 (2) Computers or computer peripherals including mobile storage devices may not be
16 used (COUNTY or FHAS device) or brought in for use into the COUNTY's system(s) without prior
17 authorization from COUNTY's Chief Information Officer and/or designee(s).

18 (3) FHAS shall not store COUNTY's private, confidential or sensitive data on any hard-
19 disk drive, portable storage device or remote storage installation unless encrypted according to advance
20 encryption standards (AES of 128 bit or higher).

21 ///

22 ///

23 (4) The COUNTY will immediately be notified by FHAS of any violations, breaches, or
24 potential breaches of security related to COUNTY's confidential information, data and/or data
25 processing equipment which stores or processes the COUNTY data, internally or externally.

26 (5) The COUNTY shall provide oversight to FHAS's response to all incidents arising from
27 a possible breach of security related to the COUNTY's confidential client information. FHAS will be
28 responsible to issue any notification to affected individuals as required by law or as deemed necessary

1 by COUNTY in its sole discretion. FHAS will be responsible for all costs incurred as a result of providing
2 the required notification.

3 D. Year Compliance Warranty: FHAS warrants that any product furnished in connection with
4 the Services pursuant to this Agreement shall support a four-digit year format and be able to accurately
5 process date and time data from, into, and between the twentieth and twenty-first centuries, as well as
6 leap year calculations. "Product" shall include, without limitation, any piece or component of equipment,
7 hardware, firmware, middleware, custom or commercial software, or internal components or subroutines
8 therein. This warranty shall survive termination or expiration of the Agreement. In the event of any
9 decrease in product functionality or accuracy related to time and/or date data related codes and/or
10 internal subroutines that impede the product from operating correctly using dates beyond December 31,
11 1999, FHAS shall restore or repair the product to the same level of functionality as warranted herein, so
12 as to minimize interruption to COUNTY's ongoing business process, time being of the essence. In the
13 event that such warranty compliance requires the acquisition of additional programs, the expense for
14 any such associated or additional acquisitions, which may be required, including without limitation, data
15 conversion tools, shall be borne exclusively by FHAS. Nothing in this warranty shall be construed to limit
16 any rights or remedies the COUNTY may otherwise have under this Agreement with respect to defects
17 other than year performance.

18 **8. INDEMNIFICATION**

19 To the furthest extent allowed by law, FHAS shall indemnify, hold harmless and defend
20 COUNTY, its officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
21 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not
22 limited to personal injury, death at any time and property damage) incurred by COUNTY, FHAS or any
23 other person, and from any and all claims, demands and actions in law or equity (including attorney's
24 fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of
25 this Agreement. FHAS's obligations under the preceding sentence shall apply regardless of whether
26 COUNTY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not
27 apply to any loss, liability, fines penalties, forfeitures, costs or damages caused solely by the gross
28

1 negligence, or caused by the willful misconduct, of COUNTY, its officers, officials, employees, agents or
2 volunteers.

3 If FHAS should subcontract all or any portion of the Services to be performed under this
4 Agreement, FHAS shall require each subcontractor to indemnify, hold harmless and defend COUNTY,
5 its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding
6 paragraph.

7 This Section VIII shall survive termination or expiration of this Agreement.

8 **9. INSURANCE AND BOND REQUIREMENTS**

9 Without limiting the COUNTY's right to obtain indemnification from FHAS or any third parties,
10 FHAS, at its sole expense, shall maintain in full force and effect, the following insurance policies or a
11 program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint
12 Powers Agreement (JPA) throughout the term of the Agreement:

13 **A. Commercial General Liability**

14 Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) per
15 occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This policy shall be issued
16 on a per occurrence basis and include insurance for "bodily injury", "property damage" and "personal
17 and advertising injury" with coverage for premises and operations (including the use of owned and non-
18 owned equipment), products and completed operations, and contractual liability with limits of liability of
19 not less than the following:

- 20 1) \$2,000,000 per occurrence for bodily injury and property damage
- 21 2) \$1,000,000 per occurrence for personal and advertising injury
- 22 3) \$2,000,000 aggregate for products and completed operations
- 23 4) \$2,000 general aggregate applying separately to the work performed under the
24 agreement

25 Upon occupancy, the insurance shall include owner, landlord and tenant's liability coverage and
26 fire legal liability coverage. At any time, COUNTY may require other specific coverages including
27 products liability, Explosion-Collapse-Underground, or any other liability insurance deemed necessary
28 because of the nature of this Agreement.

1 B. Commercial Automobile Liability

2 Comprehensive Automobile Insurance with limits of not less than \$2,000,000 per accident for
3 bodily injury and for property damages. Coverage should include any auto used in connection with this
4 Agreement.

5 C. Professional Liability

6 FHAS shall include coverage appropriate to FHAS's profession with limits of liability of not less
7 than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate. If FHAS employs licensed
8 professional staff, (E.G. PH.D., R.N, LCSW, M.F.C.C., Veterinarian) in providing Services, the limits of
9 liability shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million
10 Dollars (\$3,000,000) annual aggregate.

11 D. Worker's Compensation insurance as required under the California Labor Code.

- 12 a. Employer's Liability insurance with limits of liability of not less than \$1,000,000 each
13 accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

14 E. Molestation

15 Sexual abuse/molestation liability insurance with limits of not less than One Million Dollars
16 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall
17 be issued on a per occurrence basis.

18 F. Additional Requirements Relating to Insurance

- 19 (a) Employment Practice Liability Insurance: Employment Practice Liability Insurance with
20 limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual
21 aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per
22 occurrence basis.

- 23 (b) Umbrella or Excess Insurance: In the event FHAS purchases an Umbrella or Excess
24 insurance policy(ies) to meet the minimum limits of insurance set forth above, this
25 insurance policy(ies) shall "follow form" and afford no less coverage than the primary
26 insurance policy(ies).

- 27 (c) Deductibles and Self-insurance Retention: FHAS shall be responsible for payment of any
28 deductibles contained in any insurance policy (ies) required hereunder and FHAS shall

1 also be responsible for payment of any self-insured retentions. Any deductibles or self-
2 insured retentions must be declared to, and approved by, COUNTY's Risk Manager or
3 his/her designee. At the option of COUNTY's Risk Manager, or his/her designee, either (i)
4 the insurer shall reduce or eliminate such deductibles or self-insured retentions as
5 respects COUNTY, its officers, officials, employees, agents and volunteers; or (ii) FHAS
6 shall provide a financial guarantee, satisfactory to COUNTY's Risk Manager or his/her
7 designee, guaranteeing payment of losses and related investigations, claim
8 administration and defense expenses. At no time shall COUNTY be responsible for the
9 payment of any deductibles or self-insured retentions. However, with the prior consent
10 and approval of COUNTY, FHAS may maintain a program of self-insurance, including but
11 not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA)
12 throughout the term of the Agreement.

13 (d) All policies of insurance required hereunder shall be endorsed to provide that the
14 coverage shall not be cancelled, changed, non-renewed, or reduced in coverage or in
15 limits, except after 30 calendar day written notice by certified mail, return receipt
16 requested, has been given to COUNTY. Upon issuance by the insurer, broker, or agent
17 of a notice of cancelation, non-renewal, or reduction in coverage or in limits, FHAS shall
18 furnish COUNTY with a new certificate and applicable endorsements for such policy (ies).
19 In the event any policy is due to expire during the work to be performed for COUNTY,
20 FHAS shall provide a new certificate, and applicable endorsements, evidencing renewal
21 of such policy not less than 15 calendar days prior to the expiration date of the expiring
22 policy.

23 (e) The General Liability and Automobile Liability Insurance policies shall be written on an
24 occurrence form and shall name COUNTY, its officers, officials, agents, employees and
25 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so
26 FHAS's insurance shall be primary, no contribution shall be required of COUNTY, and
27 any other insurance, or self-insurance, maintained by the COUNTY, or any of its officials,
28 officer, agents, employees or volunteers shall be excess only. The coverage shall contain

1 no special limitations on the scope of protection afforded to COUNTY, its officers, agents,
2 employees and volunteers.

3 (f) The Workers' Compensation Insurance policy is to contain, or be endorsed to contain,
4 the following provision: FHAS and its insurer shall waive any right of subrogation against
5 COUNTY, or any of its officers, officials, agents, employees and volunteers.

6 (g) If the Professional Liability Insurance policy is written on a claims-made form:

7 i. The "Retro Date" must be shown, and must be before the effective date of the
8 Agreement of the commencement of work by FHAS.

9 ii. Insurance must be maintained at FHAS's sole cost and expense, and evidence of
10 insurance must be provided, for at least 5 years after any expiration or termination of
11 the Agreement or, in the alternative, the policy shall be endorsed to provide not less
12 than a 5-year discovery period. This requirement shall survive expiration or
13 termination of the Agreement.

14 iii. If coverage is canceled or non-renewed, and not replaced with another claims-made
15 policy form with a "Retro Date" prior to the effective date of the Agreement, FHAS
16 must purchase at its sole cost and expense "extended reporting" coverage for a
17 minimum of 5 years following the expiration or termination of the Agreement.

18 iv. A copy of the claims reporting requirements must be submitted to COUNTY for
19 review.

20 v. These requirements shall survive expiration or termination of the Agreement.

21 (h) Verification of Coverage: FHAS shall furnish COUNTY with all certificate(s) and
22 applicable endorsements effecting coverage required hereunder. All certificates and
23 applicable endorsements are to be received and approved by the COUNTY's Risk
24 Manager, or his/her designee, prior to COUNTY execution of the Agreement and before
25 work commences. Anytime, upon request of COUNTY, FHAS shall immediately furnish
26 COUNTY with a complete copy of any insurance policy required under this Agreement,
27 including all endorsements, with said copy certified by the underwriter to be a true and
28

1 correct copy of the original policy. This requirement shall survive expiration or termination
2 of this Agreement.

3 (i) In the event FHAS fails to keep in effect at all times insurance coverage as herein
4 provided, the COUNTY may, in addition to other remedies they may have, suspend or
5 terminate this Agreement upon the occurrence of such event. All payments due or that
6 become due to FHAS shall be withheld until notice is received by COUNTY that the
7 required insurance has been restored to full force and effect and that the premiums
8 therefore have been paid for a period satisfactory to COUNTY. No action taken by
9 COUNTY pursuant to this section shall in any way relieve FHAS of its responsibilities
10 under this Agreement. The phrase "fails to keep in effect at all times insurance coverage"
11 shall include, without limitation, notification received by COUNTY that the insurer has
12 commenced proceedings, or has had proceedings commenced against it, indicating that
13 the insurer is insolvent.

14 (j) The fact that insurance is obtained by FHAS shall not be deemed to release or diminish
15 the liability of FHAS, including, without limitation, liability under the indemnity provisions
16 of this Agreement. The duty to indemnify COUNTY shall apply to all claims and liability
17 regardless of whether any insurance policies are applicable. The policy limits do not
18 relieve FHAS as a limitation upon the COUNTY's right to obtain indemnification from
19 FHAS or any third parties. Approval or purchase of any insurance contracts or policies
20 shall in no way relieve from liability nor limit the liability of FHAS, its principals, officer,
21 agents, employees, persons under the supervision of FHAS, suppliers, invitees,
22 consultant, sub-consultants, subcontractors, or anyone employed directly or indirectly by
23 any of them.

24 (k) If FHAS should subcontract all or any portion of the Services to be performed under this
25 Agreement, FHAS shall require each subcontractor to provide insurance protection in
26 favor of COUNTY, its officers, officials, employees, agents and volunteers in accordance
27 with the terms of this section for "FHAS Insurance", except that any required certificates
28

1 and applicable endorsements shall be on file with FHAS and COUNTY prior to the
2 commencement of any Services by the subcontractor.

3 **10. DISCLOSURE OF SELF – DEALING TRANSACTIONS**

4 This paragraph is only applicable if FHAS is operating as a corporation (a for-profit or non-
5 profit corporation) or if during the term of this Agreement, FHAS changes its status to operate as a
6 corporation.

7 Members of FHAS's Board of Directors (or all Members or General Partners, as applicable)
8 shall disclose any-self-dealing transactions that they are a party to while FHAS is providing goods or
9 performing services under this Agreement. A self-dealing transaction shall mean a transaction to which
10 FHAS is a party and in which one or more of its directors has a material financial interest. Members of
11 the Board of Directors (or all Members or General Partners, as applicable) shall disclose any self-
12 dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction
13 Disclosure Form, attached hereto as Exhibit C, and submitting it to the COUNTY prior to commencing
14 with the self-dealing transaction or immediately thereafter.

15 **11. NONDISCRIMINATION**

16 A. During the performance of this Agreement, FHAS shall not employ discriminatory
17 practices in the provision of Services, employment of personnel, or in any other respect on the basis of
18 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
19 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
20 sexual orientation, military status or veteran status pursuant to all applicable State of California and
21 Federal statutes and regulations as follows:

22 (1) FHAS will comply with all applicable laws and regulations providing that no person
23 shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental
24 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
25 expression, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era
26 be excluded from participation in, be denied the benefits of, or be subject to discrimination under any
27 program or activity made possible by or resulting from this Agreement.

1 (2) FHAS will not discriminate against any employee or applicant for employment
2 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability
3 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
4 age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

5 (3) FHAS shall take affirmative action to ensure that applicants are employed, and the
6 employees are treated during employment without regard to race, religious creed, color, national origin,
7 ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex,
8 gender, gender identity, gender expression, age, sexual orientation, ethnicity, status as a disabled
9 veteran or veteran of the Vietnam era. Such action will include, but not be limited to, the following:
10 employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or
11 termination; rates of pay or other forms of compensation; and selection for training, including
12 apprenticeship. FHAS agrees to post in conspicuous places, available to employees and applicants for
13 employment, notices setting forth the provision of this nondiscrimination clause.

14 (4) FHAS will, in all solicitations or advertisements for employees placed by or on behalf
15 of FHAS, state that all qualified applicants will receive consideration for employment without regard to
16 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
17 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
18 sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

19 (5) FHAS will send to each labor union or representative of workers with which it has a
20 collective bargaining agreement or other contract or understanding, a notice advising such labor union
21 or workers' representatives of FHAS's commitment under this section and shall post copies of the notice
22 in conspicuous places available to employees and applicants for employment.

23 B. This Agreement must be carried out in full compliance with the Civil Rights acts of 1964,
24 The Americans with Disabilities Act of 1990, their subsequent amendments, and any and all other laws
25 protecting the rights of individuals and agencies. The COUNTY has zero tolerance for discrimination,
26 implied or expressed, and want to ensure that policy continues under this Agreement. FHAS must also
27 guarantee that services or workmanship provided will be performed in compliance with all applicable
28 local, state, or federal laws and regulations pertinent to the types of services or project of the nature

1 required under this Agreement. In addition, FHAS may be required to provide evidence substantiating
2 that its employees have the necessary skills and training to perform the required Services or work.

3 **12. INVALID PROVISIONS**

4 The provisions of this Agreement are severable. In the event any term, covenant, condition, or
5 provision of this Agreement, or the application thereof to any person, entity, or circumstance, shall to
6 any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the
7 remainder of the terms, covenants, conditions, or provisions of this Agreement, or the application thereof
8 to any person, entity, or circumstance, shall remain in full force and effect and shall in no way be
9 affected, impaired or invalidated, provided that such invalidity, voiding or unenforceability of such
10 covenant, condition, or provision does not materially prejudice either Party in its respective rights and
11 obligations contained in the remaining valid covenants, conditions or provisions of this Agreement.

12 **13. INDEPENDENT CONTRACTOR**

13 A. FHAS is and throughout this Agreement shall be an independent contractor and not an
14 employee or agent of the COUNTY, However, COUNTY shall retain the right to administer this Agreement
15 so as to verify that FHAS is performing its obligations in accordance with terms and conditions hereof.

16 B. Because of its status as an independent contractor, FHAS and its officers, agents and
17 employees shall have absolutely no right to employment rights and benefits available to COUNTY
18 employees. FHAS shall be solely liable and responsible for all payroll and tax withholding and for providing
19 to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and
20 retirement benefits. In addition, together with its other obligations under this Agreement, FHAS shall be
21 solely responsible, indemnify, defend and save COUNTY harmless from all matters relating to employment
22 and tax withholding for and payment of FHAS's employees, including, without limitation, (i) compliance with
23 Social Security and unemployment insurance withholding, payment of workers compensation benefits, and
24 all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any
25 claim of right or interest in COUNTY employee benefits, entitlements, programs and/or funds offered
26 employees of COUNTY whether arising by reason of any common law, de facto, leased, or co-employee
27 rights or other theory. The preceding sentence shall survive termination or expiration of this Agreement. It is
28

acknowledged that during the term of this Agreement, FHAS may be providing services unrelated to COUNTY or to this Agreement.

14. **PARTNERSHIP VENTURE**

This Agreement does not evidence a partnership or joint venture between the Parties. FHAS shall have no authority to bind the COUNTY absent COUNTY's express written consent. Except to the extent otherwise provided in this Agreement, each Party shall bear its own costs and expenses in pursuit hereof.

15. **NO THIRD PARTY BENEFICIARIES**

The Parties acknowledge and agree that FHAS is providing services hereunder only to and for the benefit of the COUNTY and that there are no intended or incidental beneficiaries of this Agreement.

16. **AUDITS AND INSPECTIONS**

Upon sixty (60) days advance written notice from COUNTY to FHAS, FHAS shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. FHAS shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure FHAS's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), FHAS shall be subject to the examination of the State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

17. **MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without, in any way, affecting the remainder.

18. **NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

///

///

///

COUNTY

COUNTY OF FRESNO
Director, County of Fresno
Department of Public Health
P.O. Box 11867
Fresno, CA 93775

CONTRACTOR

FHAS
Brenda Mitchell, President
Fresno Human Animal Services
2789 S. Orange Ave
Fresno, CA 93725

COUNTY OF FRESNO

Fresno Sheriff's Office
Watch Commander
559-600-1650
2200 Fresno Street
Fresno, CA 93721

All notices between the COUNTY and FHAS provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

19. **NON-ASSIGNMENT AND SUBCONTRACTING**

A. This Agreement is personal to FHAS and there shall be no assignment by FHAS of its rights or obligations under this Agreement without the prior written consent of COUNTY.

B. FHAS hereby agrees not to assign the payment of any monies due FHAS from COUNTY

1 under the terms of this Agreement to any other individual(s), corporation(s) or entity (ies). COUNTY retains
2 the right to pay any and all monies directly to FHAS.

3 C. FHAS shall assume full responsibility for all Services and activities performed hereunder,
4 whether or not they are provided directly. Further, FHAS shall be the sole point of contact with regard to
5 contractual matters, including payment of any and all charges resulting from this Agreement as provided
6 herein. FHAS may not subcontract or transfer this Agreement, or any right or obligation arising out of this
7 Agreement, without first having obtained the express written consent of the COUNTY.

8 **20. BINDING**

9 Once the Agreement is signed by both Parties, it shall be binding upon, and shall inure to the
10 benefit of, both Parties, and each Parties' respective heirs, successors, assigns, transferees, agents,
11 servants, employees and representatives.

12 **21. NON-SOLICITATION**

13 FHAS represents and warrants that it has not paid or agreed to pay any compensation,
14 contingent, or otherwise, to solicit or procure this Agreement or any rights or benefits hereunder.

15 **22. GOVERNING LAW AND VENUE**

16 This Agreement shall be governed by, and construed and enforced in accordance with the laws
17 of the State of California. Venue for purpose of the filing of any case, claim, controversy or proceeding
18 regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be
19 Fresno County, California. Any claim which cannot be amicably settled without court action will be litigated
20 in the U.S. District Court for the Eastern District of California in Fresno, CA or in a State court for Fresno
21 County.

22 **23. ATTORNEY'S FEES**

23 If either Party is required to commence any proceeding or legal action to enforce or interpret any
24 term, covenant or condition of this Agreement, the prevailing Party in such proceeding or action shall be
25 entitled to recover from the other Party its reasonable attorney's fees and legal expenses in addition to any
26 other relief to which such Party may be entitled.

27 **24. CUMULATIVE REMEDIES**

28 No remedies or election hereunder shall be deemed exclusive but shall, wherever possible, be

1 cumulative with all other remedies at law or in equity.

2 25. **WAIVER**

3 The waiver by either Party of a breach by the other Party of any provision of this Agreement shall
4 not constitute a continuing waiver of any subsequent breach of either the same or a different provision of
5 this Agreement. No provisions of this Agreement may be waived unless in writing and signed by both
6 Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any
7 other provision herein.

8 26. **INTERPRETATION**

9 The Parties acknowledge that this Agreement in its final form is the result of the combined efforts
10 of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such
11 ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather
12 by construing the terms in accordance with their generally accepted meaning.

13 27. **HEADINGS**

14 The section headings in the Agreement are for convenience and reference only and shall not be
15 construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of
16 this Agreement.

17 28. **FURTHER ASSISTANCE**

18 A. FHAS agrees that time is of the essence in its performance of this Agreement.

19 B. Upon request, and at no cost to the COUNTY, a representative of FHAS shall attend
20 meetings of the COUNTY Board of Supervisors for the purpose of providing expert information to said
21 Board, and/or for the purpose of providing information to said Board concerning any matter arising out of or
22 in connection with FHAS's provision of Services under this Agreement.

23 C. COUNTY shall review and provide FHAS with copies of all studies, reports, and
24 recommendations prepared by the COUNTY covering any aspect of this Agreement or operations of FHAS.
25 Representatives of FHAS shall meet at least monthly with DIRECTOR, or his or her designee, to review
26 FHAS's activities and performance in the execution of this Agreement. Representatives of FHAS shall be
27 present at all meetings. FHAS shall recommend appropriate revisions to the COUNTY's ordinances
28 covering animal control consistent with FHAS's experience in performing said Services.

1 D. DIRECTOR, or his or her designee, shall be Administrator for this Agreement on behalf of
2 the COUNTY. All reference herein to the DIRECTOR shall include DIRECTOR's designee.

3 E. FHAS shall abide by the requirements of the Immigration Control and Reform Act assuring
4 the right to work of all newly hired employees and that all required documentation of the right to work is
5 inspected and that the INS form I-9 is completed. FHAS shall make the required documentation available
6 upon request to the COUNTY's Auditor-Controller/Treasure-Tax Collector, or designee, for inspection.

7 F. FHAS shall carry out this Agreement in full compliance with the Civil Rights Act of 1964, The
8 Americans with Disabilities Act of 1990, their subsequent amendments, and any and all other laws
9 protecting the right of individuals and agencies.

10 G. FHAS guarantees that Services or workmanship provided will be performed in compliance
11 with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project,
12 of the nature required under this Agreement. At any time upon request of COUNTY, FHAS shall provide
13 evidence substantiating that its employees have the necessary skills and training to perform the required
14 Services or work.

15 29. **PATENT AND COPYRIGHT INDEMNITY**

16 FHAS shall indemnify and hold the COUNTY, and each of its officials, officers, agents,
17 employees and volunteers, harmless from liability of any nature or kind, including costs and expenses, for
18 infringement or use of any copyright or uncopyrighted composition, secret process, patented or unpatented
19 invention, article or appliance furnished or used in connection with this Agreement. This paragraph shall
20 survive cancellation or termination of this Agreement.

21 30. **ENTIRE AGREEMENT**

22 This Agreement, including all exhibits, constitutes the entire agreement between FHAS and
23 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
24 proposals, commitments, writings, advertisements, publications, and understanding of any nature
25 whatsoever unless expressly included in this Agreement.

26 //

27 ///

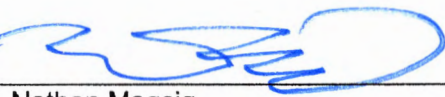
28 ///

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3
4 **FRESNO HUMANE ANIMAL
SERVICES**

5
6 
7 Brenda Mitchell, President
(Authorized Signature)

COUNTY OF FRESNO

8
9
10 
11 Nathan Magsig
12 Chairman of the Board of Supervisors of
13 the County of Fresno

14
15 Mailing Address:
16 2789 S. Orange Ave
17 Fresno, CA 93725
18 Phone #: (559) 266-6364

19
20 **ATTEST:**
21 Bernice E. Seidel
22 Clerk of the Board of Supervisors
23 County of Fresno, State of California

24
25 By:

26 
27 Deputy

28
FOR ACCOUNTING USE ONLY:

Fund: 0001
Subclass: 10000
ORG: 56204762
Account: 7295
Amount: \$18,911,782

Fund: 0001
Subclass: 1000
ORG: 3111
Account 7295
Amount: \$20,000

SCOPE OF WORK

Animal Control Services Program

The contractor is fully responsible for operation of the County's animal shelter, providing animal control services required by and in accordance with the laws, regulations, ordinances and codes of the State of California and County of Fresno. The contractor is required to provide services in a manner that provides for the protection of persons from wild and dangerous animals while providing humane care and treatment of animals while they are in the County's animal shelter or in custody of contractor's field personnel.

The contractor must establish protocols and procedures in accordance with the best practices of the animal shelter industry in accordance with current law, and perform its contracted duties and responsibilities in a manner that ensures the following:

- Provide safety to the public by handling vicious, stray, and lost animals.
- Provide safe shelter for animals impounded.
- Have a process for residents to report lost or found animals and return as many animals as possible to their rightful owners.
- Work cooperatively with animal rescue organizations, and humane societies for permanent placement of unclaimed adoptable animals, and
- Minimize the number of healthy adoptable animals required to be euthanized.

The contractor shall provide a comprehensive model that includes an adequate number of qualified shelter and field personnel, animal containment vehicles and all necessary equipment to fulfill the duties, responsibilities, and services set forth herein.

Service area shall be limited to animals from the unincorporated areas of the County.

Administration and Personnel

The contractor is responsible for the operation and maintenance of a safe and adequate shelter for the

1 confinement, handling and disposal of animals picked up by or delivered to the County shelter, as
2 hereinafter provided, together with any and all apparatus and equipment, services, supervision, and labor
3 necessary in order to perform said shelter services.

4 5 **Administrative Requirements**

6
7 The contractor must designate a director or administrator with authority to oversee the administrative
8 requirement of the contract, ensure the delivery of all contracted services, and serve as the primary contact
9 to the County contract administrators. Such duties include, but are not limited to, recruitment, staffing, data
10 gathering and reporting, financial monitoring, policy and procedure development, coordination of on-site
11 and off-site services, and other management duties.

- 12 a. The animal shelter will operate according to a program budget within the amount specified in the
13 contract.
- 14 b. Comprehensive recordkeeping and tracking of individual animals in the shelter will be maintained
15 and regularly reported to the County.
- 16 c. Financial account of the animal shelter and adoption program will be separate from other financial
17 activities of the contractor.
- 18 d. The contractor will coordinate with the County to achieve seamless and efficient data management
19 across shelter, adoption, enforcement, and licensing programs.
- 20 e. The contractor shall maintain well defined, up-to-date written policies, procedures, protocols and
21 reference manuals consistent with the best practices in accordance with current law.
- 22 f. The contractor will be required to meet with County monthly or more frequently as requested by the
23 County to evaluate statistics, program needs, issues, or problems.
- 24 g. The contractor shall ensure adequate supplies, including pharmaceuticals, are available on site to
25 guarantee that the sheltered animals are properly cared for.
- 26 h. The contractor shall promptly investigate and respond to all complaints regarding animals, shelter
27 services, or field services. All complaints received by the contractor shall be documented,
28 investigated, and when appropriate, corrective actions taken to resolve concerns. Documentation of

1 complaints shall be logged using a County approved format.

2 i. The contractor will cooperate fully with the County appointed Ombudsman and process in the
3 investigation of any concern or complaint received.

4 j. The contract must provide written response to any finding or inquiries resulting from the County
5 audit process, and must promptly develop and implement corrective actions as indicated.

6 k. The contractor must engage in an open, collaborative and communicative working relationship with
7 contract administrators and other County officials.

8
9 **Personnel Requirements**

10
11 a. The contractor shall hire qualified and trained staff appropriate to their positions to assist and carry
12 out the duties and obligations of services described in this scope of work.

13 b. The contractor's agents and employees shall treat the public with courtesy, tact, and due respect at
14 all times in performing all duties and obligations under contract with the County.

15 c. The contractor shall perform an adequate criminal and DMV background check on each employee
16 to ensure staff is suitable for contact with the public and fit to perform the assigned tasks entrusted
17 to them.

18 d. The number of shelter staff on duty shall be at a level sufficient to provide services to the public via
19 phone as well as in person at the front desk at all times during regular business hours.

20 e. At all times, a reasonable number of animal field service officers qualified and capable of performing
21 and enforcing animal control law relating to domestic animals in the unincorporated areas of the
22 County.

23 f. The animal field service officers hired by the contractor shall be duly qualified services officers. They
24 will not carry handguns in the performance of their duties but may carry less-than-lethal weapons.

25 g. The contractor shall comply with personnel policies and procedures that conform to federal and
26 state laws with respect to hiring and firing practices.

27
28 **Animal Control Services**

Animal Intake

Every incorporated city within the County of Fresno is mandated to provide its own animal control program within its jurisdiction. The contractor is responsible for receiving animals found within the unincorporated boundaries of the County.

- a. Basic information about the location of an animal being dropped off and the person dropping the animal off shall be completed for all animals at intake using a County approved format.
- b. Each animal's physical condition, medical needs, and behavior will be assessed upon arrival at the shelter.
- c. Immediately, or as soon as practical, dogs will be vaccinated for Parvo and Distemper, and if necessary, all animals taken into the shelter will be treated for fleas, ticks and worms.
- d. A dog that is dangerous or potentially carrying highly infectious disease that may threaten the health and safety of other animals or humans may only be accepted if suitable quarantine areas are available. If no suitable space is available, the veterinarian shall be consulted to determine appropriate options.
- e. Animals in medical distress at the time of pick-up will be treated by a veterinarian and will be in a medically stable condition before being brought to the shelter.
- f. Animals will be assigned housing with consideration for species, sex, medical condition, behavior and temperament.
- g. The contractor shall keep comprehensive records of shelter intake, including visible kennel cards with pertinent information.
- h. The contract will not be required to accommodate after-hour drop offs.

Shelter Operation

- a. Animals in the shelter will be treated with care and respect. The contractor shall maintain a clean and safe facility for the confinement of animals handled by the shelter.
- b. The shelter facilities shall be kept secure.
- c. The contractor will establish public hours for animal drop off, reclamation, and adoption. The shelter shall be open to the public from 10:00 a.m. to 4:00 p.m. on weekdays, and from 10:00 a.m. to 4:00

1 p.m. on Saturdays. The shelter is not required to be open to the public on County recognized
2 holidays.

- 3 d. The contractor will develop and follow a clear set of protocols regarding shelter admission and
4 intake procedures, care and welfare of animals, employee conduct and shelter and adoption
5 operations.
- 6 e. Animals shall be held the requisite time period as required by applicable law prior to adoption,
7 release to animal rescue, or being euthanized.
- 8 f. The contractor shall release dogs to owners only after having been properly vaccinated and
9 licensed. Unvaccinated dogs shall only be released to owners in extraordinary circumstances and
10 upon the written approval of the Department of Public Health.
- 11 g. The contractor shall not receive donations for the provision of services provided herein.

12 13 **Quarantine Services**

- 14 a. The contractor will pick up, accept, care for, and quarantine dangerous animals in individual kennels
15 in an isolated section of the shelter. Animals that have bitten humans must be held and observed
16 for ten (10) days.
- 17 b. The contractor may be required to hold animals related to criminal prosecutions or reasons other
18 than animal control regulations.
- 19 c. Remove and deliver to the Department of Public Health the head of any animal which dies while
20 being held in observation. The contractor will not be responsible for associated lab costs.

21 **Adoption, Placement, or Transfer of Animals**

- 22 a. Every reasonable effort shall be made to identify each animal's rightful owner and return the animal
23 to its owner prior to release of the animal through adoption, placement with a rescue agency, or
24 transfer to an animal rescue organization.
- 25 b. Adoption will be promoted through a variety of outreach strategies including internet, advertising
26 and offsite events.
- 27 c. When possible animals will be released to non-profit animal rescue or adoption organizations at the
28 request of the non-profit organization in accordance with the County's established criteria and

1 guidelines.

- 2 d. Partnerships with rescue groups, community organizations, and other animal welfare agencies will
- 3 be developed and maintained by the contractor.
- 4 e. Litters of puppies will be made available for release to rescue organizations as soon as possible.
- 5 f. Dogs are to be spayed or neutered and micro-chipped as a condition of adoption.
- 6 g. Dogs adopted to individuals residing in the unincorporated County boundaries shall be licensed as
- 7 a condition of adoption.
- 8 h. An animal that has been released from the animal shelter through adoption will no longer be the
- 9 responsibility of the contractor or the County.

10 **Euthanasia**

- 11 a. The contractor should make every effort not to euthanize any healthy animal including making
- 12 reasonable attempts to relocate or place the animal with a rescue agency.
- 13 b. The contractor shall develop and follow a clear protocol on the use of euthanasia.
- 14 c. Animals which have been declared vicious, terminally ill, or contagious may be considered for
- 15 euthanasia at the discretion of the veterinarian.
- 16 d. The contractor shall provide for the euthanasia of domestic animals, if warranted, once the
- 17 applicable hold period is completed in compliance with Food and Agricultural Code Sections 31108
- 18 and 31752, no animal rescues or foster options are available, and no shelter space is available.
- 19 However, adoptable animals must first be made available to other entities for adoption.
- 20 e. Destroying of animals shall be in the most advance and humane manner, and in accordance with
- 21 any federal, state and local law or regulation now or hereinafter in effect that regulate the
- 22 destruction of animals.

23 **Field Services**

24 The contractor shall dedicate at a minimum four (4) full-time equivalent Animal Control Officers along with
25 four (4) animal control vehicles to the unincorporated areas of Fresno County.

26 **Priority of Response during Field Service Hours**

27 The contractor shall have four animal control officers respond to calls for Animal Field services between the
28 hours of 8:00 a.m. and 5:00 p.m., Monday through Friday ("Field Service Hours") according to the three (3)

1 priorities listed below:

2 Priority One Responses: A prompt essential emergency response shall be provided for the following:

- 3 a. Any law enforcement agency requesting immediate emergency assistance or call at the direction of
- 4 the Health Officer or his designee.
- 5 b. Animal bite, where the animal continues to pose an immediate threat.
- 6 c. Any animal known to be dangerous or vicious by previous determination or that is perceived to be a
- 7 threat or menacing to those individuals reporting the event.
- 8 d. Any live domestic animal, which is presenting an immediate hazard to humans, such as live
- 9 domestic animals in traffic lanes of a major thoroughfare or highway.
- 10 e. Any domestic animal that is sick, injured, or in immediate danger.
- 11 f. Any domestic animal that is at immediate risk due to cruelty or neglect.
- 12 g. Pick up of deceased vicious dogs dispatched by the Fresno County Sheriff's Office (FSO).
- 13 1. Animals will be removed from private property only with the animal owner's written consent
- 14 unless the animal is evidence of a crime.
- 15 2. FSO patrol staff will provide FHAS officers with the dog owner's identifying information and
- 16 applicable FSO case number.
- 17 3. FSO patrol staff will remain or return to the scene for the removal of the dead animal by
- 18 FHAS.
- 19 4. This response may be preempted only by other, required Priority One Responses.

20 Priority Two Responses: A prompt response, if not preempted by Priority One call during Field Services

21 Hours:

- 22 a. Any domestic animal bite, where the animal is contained.
- 23 b. Any dog running at large where a violation is in progress but where the dog is not posing a threat to
- 24 itself or the public.
- 25 c. Any law enforcement agency requesting non-emergency assistance.
- 26 d. Pick-up of a confined stray dog.
- 27 e. Pick-up of dead animals. Pick-up or arrange for the disposition of dead animals found upon a public
- 28 street or place within the unincorporated Fresno Metropolitan area defined by the County Ordinance

as soon as is practically possible. Assist with arranging proper disposal of said animal on private property only when such constitutes a threat to public health, and in accordance with federal or state law or County Ordinance Code.

Priority Three Responses: An Animal Field Services Officer will always follow up as soon as reasonably possible. Repeated offenses will be services as Priority One calls when staffing allows.

- a. Dog running at large when the violation is not in progress.
- b. Education calls, i.e. leash law, animal license, services provided.
- c. Special requests to address a specific area or neighborhood that needs additional monitoring. This will be done on a case-by-case basis.
- d. Non-emergency calls not defined above.

Priority of Response After Hours

The contractor will provide one on-call duty officer to provide emergency responses to Priority One Responses during Non-Field Service Hours. Non-Field Service Hours are defined from 5:00 p.m. to 8:00 a.m. Monday through Friday and on weekends from 5:00 p.m. Friday through 8:00 a.m. Monday.

Leash Law Enforcement

The contractor shall enforce the County's Leash Law Ordinance under Chapter 9.04 of the County Ordinance Code(which is now in effect or hereafter amended from time to time) requiring dogs to be kept on a leash or under the immediate control of their owners when not on said owner's property. Contractor agrees to provide properly trained animal control officers to enforce County ordinances. Specified staff requirements may vary from year to year as mutually agreed upon by both the contract and the County.

- a. Provide patrolling activities within the unincorporated Fresno Metropolitan Area to pick up licensed dogs running at large and/or cite their owners for violation of the County's ordinance prohibiting animals running at large.
- b. Pick up of unlicensed dogs and other animals, excluding domesticated livestock, when notified by the general public or property owners, should be scheduled as soon as is practically possible when the animal is reasonably confined and accessible.
- c. Promptly pursuing and capturing animals running freely when the animal is a threat to public health, as determined by appropriate county health officials, or when the animal is an immediate threat to

1 public safety, as determined by law enforcement officers.

- 2 d. Provide patrolling activities to pick up unlicensed dogs running at large in the unincorporated areas
3 of the County in response to extraordinary animal control problems identified by the County.

4 The contractor shall perform any other minor tasks that are requested by the County provided that they are
5 directly and reasonably related to the performance of its obligations under the Agreement.

6 **Emergency Veterinary Care of Injured Animals**

7 A California Licensed Veterinarian shall be responsible for all veterinary care, including the following:

- 8 a. Arrange for the appropriate veterinary care of injured animals found running at large.
9 b. Provide emergency veterinary services, including diagnosis and treatment, which may be rendered
10 to injured dogs or cats found without their owner in public places.
11 c. Make a determination as to any other emergency veterinary services that may be rendered in
12 unusual emergency circumstances if deemed absolutely essential.
13 d. Take all reasonable measures to recover all costs incurred for veterinary services, emergency or
14 otherwise, from animal's owners.

15 **Pet Licensing**

16 Implement the County dog licensing program including issuance and renewal licensing.

- 17 a. Manage the daily operations of animal licensing including, but not limited to the processing of
18 licensing mail from pet owners, processing license sales, tags and vaccination reports, entering
19 licensing, vaccination data and citations.
20 b. Issue replacement tags to citizens whose license tags have been lost, stolen or damaged.
21 c. Process rabies vaccination certificates and mail notices to those pet owners who vaccinated their
22 pet(s) against rabies, but did not purchase a license.

23 **Spay and Neutering Program**

24 Implement a spay and neutering program to reduce the unwanted pet population and reduce the number of
25 health adoptable animals required to be euthanized.

- 26 a. Implement a trap/neuter/release (TNR) program.
27 b. Trapped cats that exhibit friendly temperaments may be accepted into the FHAS adoption program.
28 c. Injured or diseased cats will not be returned to the colony, reducing the spread of feline diseases.

- d. Cats are to be spayed or neutered as a condition of adoption.
- e. Implement and education and outreach program to reduce unwanted cat populations.

Disaster Response Plan

Develop and implement a disaster plan to respond to the care of animals in emergencies, disasters and evacuations:

- a. Identify a contact person for the emergency response who will be responsible for the FHAS portion of the operation and coordinating FHAS's response with the emergency responders.
- b. Prepare for the intake and care of animals accompanied by their owners.
- c. Prepare for the intake and care of stray animals, and make every effort to locate and return the animals to their rightful owners.

Pre-disaster responsibilities:

- a. Develop a comprehensive written plan detailing a disaster response plan for animals during emergencies, disasters and evacuations within three months of signing this contract. Update the plan annually.
- b. Familiarize employees with local emergency operations procedures.
- c. Become trained according to the requirements of SEMS and NEMS emergency management systems.
- d. Identify legislated and/or qualified groups or persons who will care for animals in emergencies, disasters and evacuations.
- e. Identify resources in the community willing to provide, plan and respond adequately to the needs of animals in emergencies, disasters and evacuations, such as housing.
- f. Maintain a current list of community organizations and resources that support planning and operations of animals in emergencies, disasters and evacuations.

Implementation of plan during emergency:

- a. Contact person will coordinate with DPH upon notification of emergency by County/DPH.
- b. Essential FHAS staff with key experience in the response phase of disaster events mobilize to participate in initial response activities.
- c. FHAS will increase staff and equipment as needed.

1 d. Provide goods, services and equipment to support FHAS staff and subcontractors at market rates.

2 **Post-Emergency responsibilities:**

3 a. Close out all related operations including but not limited to removing equipment, properly closing
4 any shelters, restoring property used by the contractor to its original condition prior to the disaster
5 event.

6 b. Close out records and documents to support the activating entity's request for reimbursement for
7 disaster-related expenses.

8 1. FHAS will maintain records of all costs related to the emergency.

9 2. Costs will be submitted to DPH on a bi-weekly basis on approved forms.

10 3. Equipment purchased as part of the disaster will belong to Fresno County at the end of the
11 emergency.

12 4. Costs of supplies and equipment used during the emergency will be charged at cost to
13 DPH. Employee costs will be charged at an hourly cost including benefits and overhead.

14 5. FHAS will maintain and enforce contracts entered into with sub-contractors to provide
15 animal services during the event.

16 **Fresno Sheriff's Office**

17 **A. Priority One Response**

18 1. FHAS may provide a Priority One response to recover animals that are dispatched in the line of
19 duty by Fresno Sheriff's Office (FSO) personnel during regular field and non-field service hours

20 2. Animals will be removed from private property only with the animal owner's written consent unless
21 the animal is evidence of a crime. Contact FSO's Watch Commander regarding disposition or
22 retention of the animal.

23 3. FSO patrol staff will provide FHAS officers with the animal owner's identifying information and
24 applicable FSO case number. FSO patrol staff will remain on or return to the scene for removal of
25 the dead animal by FHAS.

26 4. FHAS will charge a two-hour call back fee at a currently hourly rate plus the federal mileage rate for
27 calls outside of regular field service hours.

28 5. FHAS will submit invoices directly to the FSO business Office, and shall include an invoice number,

1 date of service, FSO case number and itemized charges. The FSO Business Office will process the
2 invoices for payments within the standard Fresno County timeframe of 45 days after receipt of
3 invoice.

4 B. Evidence Animals.

5 FHAS may be required by the FSO to hold animals related to criminal prosecutions or reasons other
6 than animal control regulations.

7 1. FSO will provide FHAS with an applicable case number.

8 2. With Fresno County approval, FHAS may use vendors or contractors to house evidence
9 animals and abandoned animals when FHAS facilities are not adequate.

10 3. FHAS will submit invoices bi-weekly directly to the FSO Business Office, and shall include
11 an invoice number, date(s) of service, FSO case number and itemized charges. The FSO
12 Business Office will process the invoices for payment within the standard Fresno County period
13 of 45 days after receipt of invoice.

COMPENSATION SCHEDULE

	Jan 1, 2020-Dec 31, 2020 Year 1	Jan 1, 2021-Dec 31, 2021 Year 2	Jan 1, 2022-Dec 31, 2022 Year 3	Jan 1, 2023-Dec 31, 2023 Year 4	Jan 1, 2024-Dec 31, 2024 Year 5	Jan 1, 2025-Dec 31, 2025 Year 6	Jan 1, 2026-Dec 31, 2026 Year 7	Jan 1, 2027-Dec 31, 2027 Year 8	Jan 1, 2028-Dec 31, 2028 Year 9	Jan 1, 2029-Dec 31, 2029 Year 10
Shelter Operations										
Salaries	\$ 582,088	\$ 599,551	\$ 617,538	\$ 636,064	\$ 655,146	\$ 674,800	\$ 695,044	\$ 715,895	\$ 737,372	\$ 759,493
Benefits	\$ 128,758	\$ 132,621	\$ 136,600	\$ 140,698	\$ 144,919	\$ 149,267	\$ 153,745	\$ 158,357	\$ 163,108	\$ 168,001
ACT Space Rental	\$ 30,000	\$ 30,000								
Services & Supplies	\$ 276,593	\$ 284,891	\$ 293,438	\$ 302,241	\$ 311,308	\$ 320,647	\$ 330,266	\$ 340,174	\$ 350,379	\$ 360,890
Spay/Neuter Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Feral Cat Program	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Vehicle Purchases			\$ 80,000				\$ 80,000			
Vehicle Costs & Equipment	\$ 11,139	\$ 11,473	\$ 12,172	\$ 12,172	\$ 12,537	\$ 12,913	\$ 13,300	\$ 13,699	\$ 14,110	\$ 14,533
Other	\$ 15,118	\$ 15,572	\$ 16,039	\$ 16,520	\$ 17,016	\$ 17,526	\$ 18,052	\$ 18,594	\$ 19,152	\$ 19,727
TOTAL	\$ 1,123,696	\$ 1,154,108	\$ 1,235,432	\$ 1,187,695	\$ 1,220,926	\$ 1,255,153	\$ 1,370,407	\$ 1,326,719	\$ 1,364,121	\$ 1,402,644
Field Services										
Salaries	\$ 270,534	\$ 278,650	\$ 287,010	\$ 295,620	\$ 304,489	\$ 313,624	\$ 323,033	\$ 332,774	\$ 342,706	\$ 352,987
Standby & Overtime	\$ 16,126	\$ 16,610	\$ 17,108	\$ 17,621	\$ 18,150	\$ 18,695	\$ 19,256	\$ 19,834	\$ 20,429	\$ 21,042
Benefits	\$ 65,552	\$ 67,519	\$ 69,545	\$ 71,631	\$ 73,780	\$ 75,993	\$ 78,273	\$ 80,621	\$ 83,040	\$ 85,531
Services & Supplies	\$ 5,941	\$ 6,119	\$ 6,303	\$ 6,492	\$ 6,687	\$ 6,888	\$ 7,095	\$ 7,308	\$ 7,527	\$ 7,753
Vehicle Purchases	\$ 166,000			\$ 202,000				\$ 202,000		
Vehicle Costs & Equipment	\$ 35,699	\$ 36,770	\$ 37,873	\$ 39,009	\$ 40,179	\$ 41,384	\$ 42,626	\$ 43,905	\$ 45,222	\$ 46,579
Other	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075	\$ 3,167	\$ 3,262	\$ 3,360	\$ 3,461
TOTAL	\$ 562,504	\$ 408,400	\$ 420,653	\$ 635,271	\$ 446,270	\$ 459,659	\$ 473,450	\$ 689,654	\$ 502,284	\$ 517,353
Shelter Operations and Field Services	\$ 1,686,200	\$ 1,562,508	\$ 1,656,085	\$ 1,822,966	\$ 1,667,196	\$ 1,714,812	\$ 1,843,857	\$ 2,016,373	\$ 1,866,405	\$ 1,919,997
Emergency Veterinary Services *										
Services & Supplies	\$ 47,741	\$ 49,173	\$ 50,648	\$ 52,167	\$ 53,732	\$ 55,344	\$ 57,004	\$ 58,714	\$ 60,475	\$ 62,289
TOTAL	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,963	\$ 59,702	\$ 61,493	\$ 63,338	\$ 65,238	\$ 67,195	\$ 69,211
Contingency Fund **	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
Service provided to Sheriff's Office										
GRAND TOTAL	\$ 1,788,986.00	\$ 1,668,317.00	\$ 1,765,008.00	\$ 1,935,096.00	\$ 1,782,630.00	\$ 1,833,649.00	\$ 1,986,199.00	\$ 2,142,325.00	\$ 1,996,075.00	\$ 2,053,497.00
* Emergency veterinary costs are paid by COUNTY upon approval of invoice submitted by FHAS in accordance with Agreement provisions.				Compensation for renewal periods years 2 and 3 shall increase at a rate of three percent (3%) from the prior year compensation, less purchases of new vehicles						
** Contingency Funds shall provide for unforeseen expenses required of FHAS by COUNTY. Anticipated expenditures should be approved by County in advance and requests for payment shall be invoiced.				Compensation for years 1 and 2 include ACT space rental of \$18K						

COMPENSATION SCHEDULE

Compensation Schedule							
		Advance	Emergency Vet	Contingency	Vehicle Purchase	Sheriff's Office	Total
1 Payment	January 2020	126,683					
11 Monthly Payments	February, 2020 - December 2020	126,683					
	TOTAL	1,520,200	47,741	53,045	166,000	2,000	1,788,986
1 Payment	January 2021	130,209					
11 Monthly Payments	February, 2021 - December 2021	130,209					
	TOTAL	1,562,508	49,173	54,636		2,000	1,668,317
1 Payment	January 2022	131,340					
11 Monthly Payments	February, 2022 - December 2022	131,340					
	TOTAL	1,576,085	50,648	56,275	80,000	2,000	1,765,008
1 Payment	January 2023	135,081					
12 Monthly Payments	February, 2023 - December 2023	135,081					
	TOTAL	1,620,966	52,167	57,963	202,000	2,000	1,935,096
1 Payment	January 2024	138,933					
11 Monthly Payments	February, 2024 - December 2024	138,933					
	TOTAL	1,667,196	53,732	59,702		2,000	1,782,630
1 Payment	January 2025	142,901					
11 Monthly Payments	February, 2025 - December 2025	142,901					
	TOTAL	1,714,812	55,344	61,493		2,000	1,833,649
1 Payment	January 2026	146,988					
11 Monthly Payments	February, 2026 - December 2026	146,988					
	TOTAL	1,763,857	57,004	63,338	80,000	2,000	1,966,199
1 Payment	January 2027	151,198					
11 Monthly Payments	February, 2027 - December 2027	151,198					
	TOTAL	1,814,373	58,714	65,238	202,000	2,000	2,142,325
1 Payment	January 2028	155,534					
11 Monthly Payments	February, 2028 - December 2028	155,534					
	TOTAL	1,866,405	60,475	67,195		2,000	1,996,075
1 Payment	January 2029	160,000					
11 Monthly Payments	February, 2029 - December 2029	160,000					
	TOTAL	1,919,997	62,289	69,211		2,000	2,053,497
	Total Compensation	17,026,399	547,287	608,096	730,000	20,000	18,931,782

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	