

1 **SERVICE AGREEMENT**

2 This Service Agreement ("Agreement") is dated \_\_\_\_\_ and is between  
3 **Fresno Humane Animal Services**, a California Non-Profit Public Benefit Corporation, herein  
4 referred to as ("Contractor"), whose address is 2789 S. Orange Avenue, Fresno, California  
5 93725 and the County of Fresno, a political subdivision of the State of California ("County").

6 **Recitals**

7 A. WHEREAS, County has a need for an experienced animal control service provider that  
8 provides shelter-master, shelter, and emergency veterinary services for animals from the  
9 unincorporated areas of the County, as authorized and required by Food and Agricultural Code,  
10 Sections 311105, 31106, Penal Code, Section 597.1, and Fresno County Ordinance Code,  
11 Chapters 9.04 through 9.12; and

12 B. WHEREAS, County has a further need for services to enforce the County's dog licensing  
13 and animal control ordinances in Chapters 9.04 through 9.12 of the County Ordinance Code  
14 and the laws of the State of California pertaining to animal control; and

15 C. WHEREAS, the shelter site and primary location for delivery of the services will be  
16 located on County owned property at 1510 West Dan Ronquillo Drive, Fresno, California,  
17 93706; and

18 D. WHEREAS, County entered into Agreement No.19-562 with Contractor on October 22,  
19 2019, Amendment I No. 24-328 to said Agreement on June 18, 2024, and Amendment II No.  
20 24-696 to said Agreement on December 17, 2024, collectively referred to as Agreement No. 19-  
21 562; and

22 E. WHEREAS, changes to the agreement are necessary due to analysis and evaluation of  
23 the current compensation schedule; and

24 F. WHEREAS, this Agreement shall replace, restate, and supersede Agreement No. 19-  
25 562 in its entirety; and

26 G. WHEREAS, Contractor continues to be engaged in the business of providing the  
27 services and represents to County that Contractor possesses unique and superior knowledge,  
28 skill, resources, and expertise to be able to provide the services, and is fully competent and

1 authorized in such matters and will take all necessary and appropriate action and employ all  
2 necessary and appropriate resources, equipment, expertise and personnel to fully perform the  
3 services, holding any and all implicated licenses, permits, permissions, and/or approval; and

4 H. WHEREAS, in reliance upon the foregoing representations of Contractor, County desires  
5 to obtain the services from Contractor, as an independent contractor of the County, pursuant to  
6 the terms and conditions of the Agreement, to ensure that the services are being provided to  
7 residents in the unincorporated areas of the County.

8 NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein  
9 contained, the parties therefore agree as follows:

## 10 **Article 1**

### 11 **Contractor's Services**

12 1.1 **Scope of Services.** The Contractor shall perform all the services provided in Exhibit  
13 A to this Agreement, titled "Scope of Services." Contractor shall possess and maintain all  
14 necessary equipment and supplies, materials, and services, including professional services, and  
15 employ and supervise all necessary personnel to successfully render all services agreed upon  
16 during the term of this Agreement and any renewals thereof. The County assumes no obligation  
17 for the provision of equipment, supplies, or personnel to Contractor for the execution of the  
18 Agreement. All costs of Contractor's performance hereunder including equipment, supplies, and  
19 personnel are to be included in the monetary amount paid to Contractor each month in  
20 accordance with this Agreement, except where otherwise designated in this Agreement for  
21 items that are at the sole expense of the County.

22 1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and  
23 able to perform all the services provided in this Agreement.

24 1.3 **Compliance with Laws.** Contractor acknowledges and agrees that it shall perform  
25 all its obligations under this Agreement in full compliance of all applicable laws, including but not  
26 limited to workers compensation, labor, and confidentiality laws and regulations which are now  
27 in effect or hereinafter enacted from time to time. Contractor, and not County, is solely  
28 responsible for ascertaining what other laws and regulations, not specifically stated herein,

1 apply to the performance of Contractor's obligations herein. County is under no duty whatsoever  
2 to advise Contractor of the same. Contractor acknowledges and agrees that, at all times  
3 hereunder, it shall hold any and all necessary licenses, permits, permissions and approvals to  
4 provide the services herein. Notwithstanding the foregoing, County agrees to notify Contractor  
5 of proposed changes in its Ordinance Code affecting Contractor's performance under this  
6 Agreement, no more than 30 days prior to the scheduled date for public hearing on the adoption  
7 of the same. If Contractor claims that such change in the Ordinance Code would cause a  
8 verifiable and materially adverse financial impact on Contractor that was not anticipated on the  
9 date that this Agreement was executed by the parties, Contractor may request that it receive a  
10 change in the compensation or reimbursement payable for the performance of its services.  
11 Contractor shall recommend appropriate revisions to the County's ordinances covering animal  
12 control consistent with the Contractor's experience in performance said services.

13 1.4 Contractor's daily schedule and hours worked under this Agreement on a given day  
14 shall generally be subject to Contractor's discretion provided that Contractor shall devote  
15 sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

16 1.5 Upon request, and at no cost to the County, a representative of Contractor shall  
17 attend meetings of the County's Board of Supervisors for the purpose of providing expert  
18 information to said Board, and/or for the purpose of providing information to said Board  
19 concerning any matter arising out of or in connection with Contractor's provision of services  
20 under this Agreement.

21 1.6 Representatives of Contractor shall meet at least monthly with the DPH Director, or  
22 designee(s), to review Contractor's activities and performance in the execution of this  
23 Agreement.

24 1.7 Contractor shall abide by the requirements of the Immigration Control and Reform  
25 Act assuring the right to work of all newly hired employees and that all required documentation  
26 of the right to work is inspected and the INS form I-9 is completed. Contractor shall make the  
27 required documentation available upon request to the County's Auditor-Controller/Treasurer-Tax  
28 Collector, or designee, for inspection.

1.8 At any time upon request of County, Contractor shall provide evidence substantiating that its employees have the necessary skills to perform the required services or work. Contractor will provide services at County's shelter site at 1510 West Dan Ronquillo Drive, Fresno, California 93706. County shall maintain said site necessary for Contractor to perform all of its obligations under this Agreement.

## **Article 2**

### **County's Responsibilities**

2.1 The County shall provide facility maintenance at County's shelter site at 1510 West Dan Ronquillo Drive, Fresno California 93706. County will provide office space, kennel space, electricity, water, garbage, phone service, routine maintenance of site, repairs, and capital improvements at no cost to the Contractor.

2.2 The following County owned equipment and supplies shall be located at said site for use by Contractor to perform all of its obligations under this Agreement, at the County's sole expense and at no cost to Contractor. Equipment and supplies include

(A) Kennels

(1) Building #2: large dog kennels (70), plus 30 small dog cages

(2) Building #3: 3 isolation rooms, 9 kennels; 1 quarantine room, 3 kennels

(B) Carport Storage Shed

(C) Outdoor Walk-in Freezer

(D) Onsite Horse Corrals

(1) 4 independent corrals

(2) 1 large ring / exercise pen

(E) Additional livestock corrals available to be placed at Kearney Park, as needed

(F) Sufficient number of desk phones, laptops (as needed for County network access), printers

(G) Washing machine, clothes dryer, dishwashing machine sink unit, indoor refrigerator, vaccine refrigerators, and an outdoor commercial grade walk-in freezer

(H) Commercial fans, portable cooling units (Portacools), hoses, dog kennel paneling, dog crates, and weight scales

(I) Office furniture (desk, chairs, cabinets, boards), shelving, and carts

(J) Animal license applications and tags and County administrative documents (citation booklets, quarantine notice, etc.)

Contractor may use the above equipment and supplies only in its performance of the services under this Agreement. County shall retain ownership of the above equipment and is responsible for maintaining said equipment at the sole expense of the County.

2.3 **Vehicles.** County shall be the registered owner of the vehicles utilized by the Contractor for services provided under this Agreement. Contractor shall immediately upon execution of this Agreement begin transfer of title of all vehicles purchased under the County Agreement 19-562, including animal containment units, to County. County will provide routine maintenance, repair and new vehicles, as deemed necessary by the County, at the sole expense of the County. County will maintain the vehicles so that they are roadworthy, fit for their intended purpose, in good condition and repair and in good, operable and efficient working order, except for reasonable wear and tear. County will maintain insurance on the vehicles. All fuel costs incurred will continue to be the responsibility of the Contractor.

2.4 DPH Director, or designee(s), shall be the Administrator for this Agreement on behalf of the County. Representatives of County shall meet at least monthly with Contractor to review its activities and performance in the execution of this Agreement.

2.5 County shall review and provide Contractor with copies of all studies, reports, and recommendations prepared by the County covering any aspect of this Agreement or operations of the Contractor.

2.6 The County shall provide oversight and collaborate with the Contractor, other County Departments and community agencies to help achieve the program's goals and outcomes. In addition to contractor monitoring of the program, oversight includes, but is not limited to, coordination in regard to program administration and analysis of outcomes.

1 County shall receive and analyze statistical data, as defined in Exhibit A, "Scope of  
2 Work", from Contractor throughout the term of contract on a monthly basis. County shall  
3 notify the Contractor if additional information and/or participation is requested and will  
4 mutually agree upon information to be provided and a reasonable response time for  
5 submittal.

### 6 **Article 3**

#### 7 **Compensation, Invoices, and Payments**

8 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for  
9 the performance of its services under this Agreement as described in Exhibit B to this  
10 Agreement, titled "Compensation Schedule." The Contractor will submit an annual budget,  
11 similar to the Sample Budget in Exhibit B to this Agreement, to the County's DPH Director, or  
12 designee, for review and approval no later than 60 days prior to the beginning of the next fiscal  
13 year. The County will review and provide written approval to Contractor of each annual budget.  
14 Modifications to said budgets may be made upon written approval by County's DPH Director, or  
15 designee.

16 3.2 **Maximum Compensation.** The annual maximum compensation amount payable to  
17 the Contractor under this Agreement is Five Million, One Hundred Thousand, and No/100  
18 Dollars (\$5,100,000.00) for each 12-month period of this Agreement. The total maximum  
19 compensation payable to the Contractor under this Agreement is Twenty-Five Million, Five  
20 Hundred Thousand, and No/100 Dollars (\$25,500,000.00) during the entire term of this  
21 Agreement.

22 The Contractor acknowledges that the County is a local government entity, and does so with  
23 notice that the County's powers are limited by the California Constitution and by State law, and  
24 with notice that the Contractor may receive compensation under this Agreement only for  
25 services performed according to the terms of this Agreement and while this Agreement is in  
26 effect, and subject to the maximum amount payable under this section. The Contractor further  
27 acknowledges that County employees have no authority to pay the Contractor except as  
28 expressly provided in this Agreement.

1       **3.3 Operating Reserve Fund.** The Contractor shall establish and maintain an  
2 Operating Reserve Fund ("Fund") to ensure financial stability and provide resources for  
3 unexpected expenses, revenue shortfalls, or temporary cash flow challenges. The Fund shall be  
4 administered by the Contractor and monitored by the County. The Contractor shall adhere to  
5 generally accepted accounting principles (GAAP) issued by the Financial Accounting Standards  
6 Board (FASB) and the Governmental Accounting Standards Board (GASB).

7           (A) The Contractor shall contribute their remaining monthly gross revenues, if any, to  
8 the Fund after payment of expenses necessary to comply with the terms of this  
9 Agreement. The goal by the end of the term of the Agreement is to maintain  
10 approximately 2 months of average operating expenses with other non-County provided  
11 funding under this Agreement.

12           (B) The Fund shall be maintained in a separate interest-bearing account at an FDIC-  
13 insured financial institution.

14           (C) Account statements shall be provided to the County on a quarterly basis, or more  
15 often as deemed necessary by the County, to ensure compliance.

16           (D) Interest earned shall be reinvested in the Fund.

17           (E) Upon contract termination, any County funds remaining in the Fund shall be:

18                   (1) Used to satisfy outstanding obligations related to this contract;

19                   (2) Returned to the County after all obligations are satisfied.

20           (F) Failure to maintain the Fund as specified herein shall constitute a material breach  
21 of this Agreement and may result in termination or other remedies available to the  
22 County.

23       **3.4 Payments.** During the first 3 months of Year 1 of the Agreement (July 1, 2025 to  
24 June 30, 2026), the County shall pay Contractor and Contractor shall receive monthly lump sum  
25 payments in advance by the first of the month, to be deposited in the Fund, in the amount of  
26 Five Hundred Thousand and No/100 Dollars (\$500,000.00), in accordance with the  
27 Compensation Schedule herein.  
28

1 For the remainder of Year 1 of the Agreement, the County shall pay Contractor and  
2 Contractor shall receive monthly payments in advance by the first of the month, to cover all  
3 costs associated with all services provided in accordance with this Agreement,, in the  
4 amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00), in accordance with  
5 the Compensation Schedule herein.

6 In Year 2 through Year 5 of the Agreement, the County shall pay Contractor and  
7 Contractor shall receive monthly payments in advance by the first of the month, to cover all  
8 costs associated with all services provided in accordance with this Agreement, , in the  
9 amount of Four Hundred, Twenty-Five Thousand and No/100 Dollars (\$425,000.00), in  
10 accordance with the Compensation Schedule herein.

11 **3.5 Invoices.** The Contractor shall submit invoicing reports for all actual costs incurred  
12 during the provision of services under this Agreement within 15 days after the month in which  
13 the Contractor performs services to the County of Fresno, Department of Public Health,  
14 Environmental Health Division, PO Box 11867, Fresno, CA 93775, Attention: Staff Analyst and  
15 via electronic mail to the currently assigned Staff Analyst and Senior Staff Analyst.

16 The Contractor shall submit its final invoice within 60 days after the end of the term or  
17 termination of this Agreement.

18 Any compensation payable by County to Contractor for services rendered or  
19 expenses incurred under this Agreement shall be submitted to Contractor performing the  
20 services in accordance with the terms of this Agreement. A re-evaluation of shelter costs may  
21 be conducted, at a time determined by County, at which time the future compensation may be  
22 adjusted. Compensation will continue to be not less than as currently provided in Exhibit B.

23 In no event shall any payment by County constitute a waiver of County of any breach  
24 of this Agreement or any default which may then exist on the part of Contractor. Neither shall  
25 such payment impair or prejudice any remedy available to County with respect to the breach or  
26 default. Contractor acknowledges that County is a public entity and is subject to governmental  
27 audits and accountable to the public. If County believes Contractor did not use funds in  
28 accordance with the terms of this Agreement, then Contractor shall be provided, at a minimum,



30 days to address concerns and present a cure. Both parties shall use reasonable judgment when determining if the cure offered is done so in good faith. If County is not satisfied by the cure then County shall have the right to demand of Contractor the repayment to the County of any funds disbursed to Contractor under this Agreement, which in the judgment of the County were not expended in accordance with the terms of this Agreement. Contractor shall promptly refund any such funds upon demand or, at the County's option such repayment shall be deducted from future payments owing to Contractor under this Agreement.

Contractor agrees to limit annual administrative costs paid through this Agreement to a maximum of fifteen percent (15%) of the total annual program budget. Administrative costs include all non-direct service personnel such as executive directors, clerical staff, and fiscal staff. Employee benefits shall not exceed twenty-five percent (25%) of total salaries for those employees working under this Agreement. Benefits shall include health insurance, retirement, life insurance, and other optional benefits. Failure to conform to this provision will be grounds for contract termination at the option of the County's DPH Director, or designee. This Section shall in no way be construed to classify Contractor or Contractor's officers, agents, and employees as an officer, agent, servant, employee, joint venture, partner or associate of County.

**3.6 Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

**3.7 Fees.** County will establish reasonable fees to the public for animal adoptions, licensing, animals reclaimed from the shelter, together with a reasonable charge for the cost and care of such animals while impounded and Contractor shall be responsible for collecting all fees. All fees collected by Contractor, including but not limited to animal license fees, animal adoption fees, reclaim fees, impound fees, and shelter/boarding fees shall be retained by Contractor to offset its costs. Fees may be waived occasionally for special adoption event promotions if other funding has been donated to offset costs of said fees.

**3.8 Financial Records.** Books, accounts and records of Contractor's revenues, costs, and expenses pertaining to the services within this Agreement shall be kept on a generally

1 recognized accounting basis. Such books, accounts, and records shall be maintained in such a  
2 manner as to clearly distinguish revenues, and expenses, arising hereunder from other  
3 Contractor activities. Contractor shall maintain in good and legible conditional all books,  
4 documents, papers, data files, and other records related to its performance under this  
5 Agreement. Such records shall be complete and available to County, the State, the federal  
6 government or their dully authorized representatives for the purpose of audit examination or  
7 copying during the term of the Agreement and for a period of at least 3 years following the  
8 County's final payment under the Agreement or until conclusion of any pending matter (e.g.,  
9 litigation or audit) whichever is later. Such records must be retained in the manner described  
10 herein until all pending matters are closed.

#### 11 **Article 4**

##### 12 **Term of Agreement**

13 4.1 **Term.** This Agreement is effective on July 1, 2025 and terminates on June 30, 2028,  
14 except as provided in section 4.2, "Extension," or Article 6, "Termination and Suspension,"  
15 below.

16 4.2 **Extension.** The term of this Agreement may be extended for no more than two one-  
17 year periods only upon written approval of both parties at least 30 days before the first day of  
18 the next one-year extension period. The Public Health Director, or designee, is authorized to  
19 sign the written approval on behalf of the County based on the Contractor's satisfactory  
20 performance. The extension of this Agreement by the County is not a waiver or compromise of  
21 any default or breach of this Agreement by the Contractor existing at the time of the extension  
22 whether or not known to the County. Either party may provide written notice of non-renewal to  
23 the other party not later than one-hundred eighty (180) days prior to the close of the current  
24 Agreement term.

25 4.3 Upon expiration or termination of this Agreement, the Contractor shall aid the County  
26 in continuing, uninterruptedly, the requirements of this Agreement by continuing to perform on a  
27 temporary basis, when specifically requested to do so in writing by the County's authorized  
28 representative, for a specified term not to exceed 12 months. Such continuance shall be on the

1 same terms and conditions as provided in this Agreement; except the County may request part  
2 or all of the services to be performed and payment will be limited to the Compensation Schedule  
3 for such services.

## 4 **Article 5**

### 5 **Notices**

6 5.1 **Contact Information.** The persons and their addresses having authority to give and  
7 receive notices provided for or permitted under this Agreement include the following:

8 **For the County:**

9 Director, Department of Public Health  
10 County of Fresno  
11 P.O. Box 11867  
Fresno, CA 93775  
DPHContracts@fresnocountyca.gov

12 **For the Contractor:**

13 Brenda Mitchell, President  
14 Fresno Humane Animal Services  
2789 S. Orange Avenue  
Fresno, CA 93725  
bmitchell@fresnohumane.org

15  
16 5.2 **Change of Contact Information.** Either party may change the information in section  
17 5.1 by giving notice as provided in section 5.3.

18 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided  
19 for or permitted under this Agreement must be in writing, state that it is a notice provided under  
20 this Agreement, and be delivered either by personal service, by first-class United States mail, by  
21 an overnight commercial courier service, or by Portable Document Format (PDF) document  
22 attached to an email.

23 (A) A notice delivered by personal service is effective upon service to the recipient.

24 (B) A notice delivered by first-class United States mail is effective three (3) County  
25 business days after deposit in the United States mail, postage prepaid, addressed to the  
26 recipient.

27 (C) A notice delivered by an overnight commercial courier service is effective one (1)  
28 County business day after deposit with the overnight commercial courier service,

1 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to  
2 the recipient.

3 (D) A notice delivered by PDF document attached to an email is effective when  
4 transmission to the recipient is completed (but, if such transmission is completed outside  
5 of County business hours, then such delivery is deemed to be effective at the next  
6 beginning of a County business day), provided that the sender maintains a record of the  
7 completed transmission.

8 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,  
9 nothing in this Agreement establishes, waives, or modifies any claims presentation  
10 requirements or procedures provided by law, including the Government Claims Act (Division 3.6  
11 of Title 1 of the Government Code, beginning with section 810).

## 12 **Article 6**

### 13 **Termination and Suspension**

14 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are  
15 contingent on the approval of funds by the appropriating government agency. Non-appropriation  
16 includes failure of the County's Board of Supervisors to appropriate money for any Fiscal Period  
17 (July 1 through June 30) sufficient for the continued performance by the County of all County's  
18 obligations hereunder. If sufficient funds are not allocated, then the County, upon at least 30  
19 days' advance written notice to the Contractor, may:

20 (A) Modify the services provided by the Contractor under this Agreement; or

21 (B) Terminate this Agreement.

### 22 **6.2 Termination for Breach.**

23 (A) Upon determining that a breach (as defined in paragraph (C) below) has  
24 occurred, either Party may give written notice of the breach to the other Party. The  
25 written notice may suspend performance under this Agreement and must provide at  
26 least 30 days for the other Party to cure the breach.

1 (B) If the nonbreaching Party fails to cure the breach to the other Party's satisfaction  
2 within the time stated in the written notice, the nonbreaching Party may terminate this  
3 Agreement immediately.

4 (C) For purposes of this section, a breach occurs when, in the determination of the  
5 nonbreaching Party, the breaching Party has materially failed to comply with any part of  
6 this Agreement.

## 7 **Article 7**

### 8 **Funding Source**

9 7.1 **Services Funding Source.** Funding for these services is provided by the County of  
10 Fresno general fund, administered by the County Administrative Officer's Office.

## 11 **Article 8**

### 12 **Additional Terms and Conditions**

13 8.1 **Property of County.** Contractor agrees to take reasonable and prudent steps to  
14 ensure the security of any and all computer hardware and software provided to it by County  
15 under this Agreement, and to maintain replacement-value insurance coverages on said  
16 hardware and software of like kind and quality approved by County.

17 All purchases over Five Thousand Dollars (\$5,000) made during the life of this Agreement  
18 that will outlive the life of this Agreement shall be identified as fixed assets with an assigned  
19 Fresno County Department of Public Health (DPH) Accounting Inventory Number. These fixed  
20 assets shall be retained by County, as County property, in the event this Agreement is  
21 terminated or upon expiration of this Agreement. Contractor agrees to participate in an annual  
22 inventory of all County fixed assets and shall be physically present when fixed assets are  
23 returned to County possession at the termination or expiration of this Agreement. Contractor is  
24 responsible for returning to County all County owned fixed assets upon the expiration or  
25 termination of this Agreement.

26 8.2 **Marketing and Fundraising.** Contractor may advertise and fundraise for donations  
27 for the services under this Agreement; however, all funds received shall be redirected into the  
28 services necessary to perform any of the services required in accordance with this Agreement.

1 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this  
2 Agreement shall be allowed as necessary to raise public awareness about the availability of  
3 such specific services; however, when the County Logo is utilized on any printed materials,  
4 County's DPH Director, or designee, must review and approve such items. Any response to  
5 media requests (i.e., radio, television, newspapers) will be funneled through the DPH  
6 Director, or designee, and all written responses or talking points will be approved by the  
7 DPH Director, or designee.

8 **8.3 Conflict of Interest.** No officer, employee or agent of the County who exercises any  
9 function or responsibility for planning and carrying out of the services provided under this  
10 Agreement shall have any direct or indirect personal financial interest in this Agreement. In  
11 addition, no employee of the County shall be employed by the Contractor under this Agreement  
12 to fulfill any contractual obligations with the County. Contractor shall comply with all Federal,  
13 State of California and local conflict of interest laws, statutes and regulations, which shall be  
14 applicable to all parties and beneficiaries under this Agreement and any officer, employee or  
15 agent of the County.

16 **8.4 Change of Leadership/Management.** In the event of any change in the status of  
17 Contractor's leadership or management, Contractor shall provide written notice to County within  
18 thirty (30) days from the date of change. Such notification shall include any new leader or  
19 manager's name, address and qualifications. "Leadership or management" shall include any  
20 employee, member, or owner of Contractor who either a) directs individuals providing services  
21 pursuant to this Agreement, b) exercises control over the manner in which services are  
22 provided, or c) has authority over Contractor's finances.

23 **8.5 Non-Assignment and Subcontracting.** This Agreement is personal to Contractor  
24 and there shall be no assignment by Contractor of its rights or obligations under this Agreement  
25 without the prior written consent of the County, except as otherwise noted in this Paragraph.  
26 The Contractor hereby agrees not to assign the payment of any monies due Contractor from the  
27 County under the terms of this Agreement to any other individual(s), corporation(s), or  
28 entity(ies). The County retains the right to pay any and all monies directly to the Contractor. The

Contractor shall assume full responsibility for all services and activities performed hereunder, whether or not they are provided directly. Further, the Contractor shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from this Agreement as provided herein. The Contractor may not subcontract or transfer this Agreement, or any right or obligation arising out this Agreement, without first having obtained the express written consent of the County, except as otherwise noted in this Paragraph.

The Parties agree that the Contractor may subcontract spay-neuter services and veterinary-related services until which point the Contractor has the facility structure and the appropriate staffing to provide in-house veterinary services. Until such time, Contractor will establish a memorandum of understanding (MOU) with San Francisco Society for the Prevention of Cruelty to Animals (SF SPCA) for specified veterinary oversight, veterinary license for the premise permit, and for allowed controlled substances (euthanasia and other medications) for the County animal shelter. Certain injuries or illnesses may continue to need to be treated by subcontracted veterinary services throughout the term of the contract.

**8.6 Audits and Inspections.** The Contractor 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. The Contractor shall, upon request by the County, permit the County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

In addition, Contractor shall cooperate and participate with County's fiscal review process and comply with all final determinations rendered by the County's fiscal review process. If County reaches an adverse decision regarding Contractor's services to consumers, it may result in the disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the termination of this Agreement, at the discretion of County's DPH Director, or

1 designee. If as a result of County's fiscal review process a disallowance is discovered due to  
2 Contractor's deficiency, Contractor shall be financially liable for the amount previously paid by  
3 County to Contractor and this disallowance will be adjusted from Contractor's future payments,  
4 at the discretion of County's DPH Director, or designee. In addition, County shall have the sole  
5 discretion in the determination of fiscal review outcomes, decisions and actions.

6 **8.7 Single Audit Clause.**

7 (A) If Contractor expends Seven Hundred Fifty Thousand Dollars (\$750,000) or more  
8 Federal and Federal flow-through monies, Contractor agrees to conduct an annual audit  
9 in accordance with the requirements of the Single Audit Standards as set forth in Office  
10 of Management and Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter  
11 II, Part 200. Contractor shall submit said audit and management letter to County. The  
12 audit must include a statement of findings or a statement that there were no findings. If  
13 there were negative findings, Contractor must include a corrective action plan signed by  
14 an authorized individual. Contractor agrees to take action to correct any material non-  
15 compliance or weakness found as a result of such audit. Such audit shall be delivered to  
16 County's DPH Administration for review within nine (9) months of the end of any fiscal  
17 year in which funds were expended and/or received for the program. Failure to perform  
18 the requisite audit functions as required by this Agreement may result in County  
19 performing the necessary audit tasks, or at the County's option, contracting with a public  
20 accountant to perform said audit, or, may result in the inability of County to enter into  
21 future agreements with the Contractor.

22 (B) A single audit report is not applicable if all Contractor's Federal contracts do not  
23 exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or  
24 Contractor's federal funding is through Drug Medi-Cal.  
25  
26  
27  
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1 **Article 9**

2 **Confidentiality**

3 9.1 **Confidentiality.** All services performed by the Contractor under this Agreement  
4 shall be in strict conformance with all applicable Federal, State of California and/or local laws  
5 and regulations relating to confidentiality.

6 **Article 10**

7 **Independent Contractor**

8 10.1 **Status.** In performing under this Agreement, the Contractor, including its officers,  
9 agents, employees, and volunteers, is at all times acting and performing as an independent  
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint  
11 venturer, partner, or associate of the County.

12 10.2 **Verifying Performance.** The County has no right to control, supervise, or direct the  
13 manner or method of the Contractor's performance under this Agreement, but the County may  
14 verify that the Contractor is performing according to the terms of this Agreement.

15 10.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no  
16 right to employment rights or benefits available to County employees. The Contractor is solely  
17 responsible for providing to its own employees all employee benefits required by law. The  
18 Contractor shall save the County harmless from all matters relating to the payment of  
19 Contractor's employees, including compliance with Social Security withholding and all related  
20 regulations.

21 10.4 **Services to Others.** The parties acknowledge that, during the term of this  
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 11**

24 **Indemnity and Defense**

25 11.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the  
26 County (including its officers, agents, employees, and volunteers) against all claims, demands,  
27 injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and  
28 liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to

1 the performance or failure to perform by the Contractor (or any of its officers, agents,  
2 subcontractors, or employees) under this Agreement. The County may conduct or participate in  
3 its own defense without affecting the Contractor's obligation to indemnify and hold harmless or  
4 defend the County.

5 11.2 **Survival.** This Article 11 survives the termination of this Agreement.

## 6 **Article 12**

### 7 **Insurance**

8 12.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this  
9 Agreement.

## 10 **Article 13**

### 11 **Inspections, Audits, and Public Records**

12 13.1 **Inspection of Documents.** The Contractor shall make available to the County, and  
13 the County may examine at any time during business hours and as often as the County deems  
14 necessary, all of the Contractor's records and data with respect to the matters covered by this  
15 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon  
16 request by the County, permit the County to audit and inspect all of such records and data to  
17 ensure the Contractor's compliance with the terms of this Agreement.

18 13.2 **State Audit Requirements.** If the compensation to be paid by the County under this  
19 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the  
20 California State Auditor, as provided in Government Code section 8546.7, for a period of three  
21 years after final payment under this Agreement. This section survives the termination of this  
22 Agreement. Additional Federal audit requirements may apply if any portion of the compensation  
23 to be paid by the County under this Agreement is also provided by Federal funding.

24 13.3 **Public Records.** The County is not limited in any manner with respect to its public  
25 disclosure of this Agreement or any record or data that the Contractor may provide to the  
26 County. The County's public disclosure of this Agreement or any record or data that the  
27 Contractor may provide to the County may include but is not limited to the following:  
28

1 (A) The County may voluntarily, or upon request by any member of the public or  
2 governmental agency, disclose this Agreement to the public or such governmental  
3 agency.

4 (B) The County may voluntarily, or upon request by any member of the public or  
5 governmental agency, disclose to the public or such governmental agency any record or  
6 data that the Contractor may provide to the County, unless such disclosure is prohibited  
7 by court order.

8 (C) This Agreement, and any record or data that the Contractor may provide to the  
9 County, is subject to public disclosure under the Ralph M. Brown Act (California  
10 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

11 (D) This Agreement, and any record or data that the Contractor may provide to the  
12 County, is subject to public disclosure as a public record under the California Public  
13 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning  
14 with section 6250) ("CPRA").

15 (E) This Agreement, and any record or data that the Contractor may provide to the  
16 County, is subject to public disclosure as information concerning the conduct of the  
17 people's business of the State of California under California Constitution, Article 1,  
18 section 3, subdivision (b).

19 (F) Any marking of confidentiality or restricted access upon or otherwise made with  
20 respect to any record or data that the Contractor may provide to the County shall be  
21 disregarded and have no effect on the County's right or duty to disclose to the public or  
22 governmental agency any such record or data.

23 **13.4 Public Records Act Requests.** If the County receives a written or oral request  
24 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,  
25 and which the County has a right, under any provision of this Agreement or applicable law, to  
26 possess or control, then the County may demand, in writing, that the Contractor deliver to the  
27 County, for purposes of public disclosure, the requested records that may be in the possession  
28 or control of the Contractor. Within five business days after the County's demand, the

1 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's  
2 possession or control, together with a written statement that the Contractor, after conducting a  
3 diligent search, has produced all requested records that are in the Contractor's possession or  
4 control, or (b) provide to the County a written statement that the Contractor, after conducting a  
5 diligent search, does not possess or control any of the requested records. The Contractor shall  
6 cooperate with the County with respect to any County demand for such records. If the  
7 Contractor wishes to assert that any specific record or data is exempt from disclosure under the  
8 CPRA or other applicable law, it must deliver the record or data to the County and assert the  
9 exemption by citation to specific legal authority within the written statement that it provides to  
10 the County under this section. The Contractor's assertion of any exemption from disclosure is  
11 not binding on the County, but the County will give at least 10 days' advance written notice to  
12 the Contractor before disclosing any record subject to the Contractor's assertion of exemption  
13 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs  
14 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,  
15 failure to produce any such records, or failure to cooperate with the County with respect to any  
16 County demand for any such records.

## 17 **Article 14**

### 18 **Disclosure of Self-Dealing Transactions**

19 14.1 **Applicability.** This Article 14 applies if the Contractor is operating as a corporation  
20 or changes its status to operate as a corporation.

21 14.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a  
22 self-dealing transaction, he or she shall disclose the transaction by completing and signing a  
23 "Self-Dealing Transaction Disclosure Form" (Exhibit D to this Agreement) and submitting it to  
24 the County before commencing the transaction or immediately after.

25 14.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is  
26 a party and in which one or more of its directors, as an individual, has a material financial  
27 interest.  
28

1 **Article 15**

2 **Data Security**

3 15.1 **Data Security Requirements.** Contractor shall comply with data security  
4 requirements in Exhibit E to this Agreement.

5 **Article 16**

6 **General Terms**

7 16.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this  
8 Agreement may not be modified, and no waiver is effective, except by written agreement signed  
9 by both parties.

10 16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations  
11 under this Agreement without the prior written consent of the other party, except as otherwise  
12 indicated in this Agreement.

13 16.3 **Governing Law.** The laws of the State of California govern all matters arising from  
14 or related to this Agreement.

15 16.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno  
16 County, California. Contractor consents to California jurisdiction for actions arising from or  
17 related to this Agreement, and, subject to the Government Claims Act, all such actions must be  
18 brought and maintained in Fresno County.

19 16.5 **Construction.** The final form of this Agreement is the result of the parties' combined  
20 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be  
21 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement  
22 against either party.

23 16.6 **Days.** Unless otherwise specified, "days" means calendar days.

24 16.7 **Headings.** The headings and section titles in this Agreement are for convenience  
25 only and are not part of this Agreement.

26 16.8 **Severability.** If anything in this Agreement is found by a court of competent  
27 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in  
28 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of

1 this Agreement with lawful and enforceable terms intended to accomplish the parties' original  
2 intent.

3 16.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of  
5 services, because of race, religious creed, color, national origin, ancestry, physical disability,  
6 mental disability, medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to  
8 all applicable State of California and federal statutes and regulation.

9 16.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation  
10 of the Contractor under this Agreement on any one or more occasions is not a waiver of  
11 performance of any continuing or other obligation of the Contractor and does not prohibit  
12 enforcement by the County of any obligation on any other occasion.

13 16.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement  
14 between the Contractor and the County with respect to the subject matter of this Agreement,  
15 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,  
16 publications, and understandings of any nature unless those things are expressly included in  
17 this Agreement. If there is any inconsistency between the terms of this Agreement without its  
18 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving  
19 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the  
20 exhibits.

21 16.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to  
22 create any rights or obligations for any person or entity except for the parties.

23 16.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

24 (A) The Contractor is duly authorized and empowered to sign and perform its  
25 obligations under this Agreement.

26 (B) The individual signing this Agreement on behalf of the Contractor is duly  
27 authorized to do so and his or her signature on this Agreement legally binds the  
28 Contractor to the terms of this Agreement.

1       16.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by  
2 electronic signature as provided in this section.

3           (A) An “electronic signature” means any symbol or process intended by an individual  
4 signing this Agreement to represent their signature, including but not limited to (1) a  
5 digital signature; (2) a faxed version of an original handwritten signature; or (3) an  
6 electronically scanned and transmitted (for example by PDF document) version of an  
7 original handwritten signature.

8           (B) Each electronic signature affixed or attached to this Agreement (1) is deemed  
9 equivalent to a valid original handwritten signature of the person signing this Agreement  
10 for all purposes, including but not limited to evidentiary proof in any administrative or  
11 judicial proceeding, and (2) has the same force and effect as the valid original  
12 handwritten signature of that person.

13           (C) The provisions of this section satisfy the requirements of Civil Code section  
14 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,  
15 Part 2, Title 2.5, beginning with section 1633.1).

16           (D) Each party using a digital signature represents that it has undertaken and  
17 satisfied the requirements of Government Code section 16.5, subdivision (a),  
18 paragraphs (1) through (5), and agrees that each other party may rely upon that  
19 representation.

20           (E) This Agreement is not conditioned upon the parties conducting the transactions  
21 under it by electronic means and either party may sign this Agreement with an original  
22 handwritten signature.

23       16.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an  
24 original, and all of which together constitute this Agreement.

25                               *[SIGNATURE PAGE FOLLOWS]*  
26  
27  
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

2 FRESNO HUMANE ANIMAL SERVICES

COUNTY OF FRESNO

3  
4 

5 Brenda Mitchell, President

6 2789 S. Orange Avenue  
7 Fresno, CA 93725

Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of Fresno

**Attest:**

Bernice E. Seidel,  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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

11 For accounting use only:

12 Org No.: 56204762  
13 Account No.: 7295  
14 Fund No.: 0001  
15 Subclass No.: 10000



## SCOPE OF WORK

### CONTRACTOR REQUIREMENTS:

The Contractor shall be solely responsible for the operation of the County's animal shelter(s) and the provision of animal control services in accordance with all applicable federal, state (including California), and local laws, regulations, ordinances, and codes. The Contractor shall comply with all applicable standards of care, including those established by the American Humane Association or other recognized industry standards. The Contractor shall:

- **Protect public safety:** Minimizes risks to human health and safety from wild, dangerous, or nuisance animals.
- **Maintain animal welfare:** Provides humane care and treatment of all animals in the County's custody, including those in the shelter and those in the care of the Contractor's field personnel.
- **Comply with ethical standards:** Adheres to professional standards of care and ethical guidelines in the field of animal welfare, personnel, and business operations.
- **Meets performance metrics:** Satisfies established performance benchmarks and key performance indicators related to animal care, adoption rates, and other relevant metrics.
- **Maintains necessary licenses and permits:** Obtains and maintains all required permits, licenses, and certifications for the operation of the animal shelter and the provision of animal control services.
- **Operate within budget:** Adhere to the approved program budget and ensure efficient use of allocated funds.
- **Separate financial accounts:** Maintain separate financial accounts for the animal shelter and adoption program to ensure transparency and accountability.
- **Maintain comprehensive records:** Keep detailed records of individual animals, shelter operations, and financial transactions.
- **Integrate data systems:** Collaborate with the County to achieve seamless data management across all relevant programs.
- **Develop and maintain policies:** Create and update written policies, procedures, protocols, and reference manuals that align with best practices and current laws.
- **Provide regular updates:** Meet with County representatives monthly or more frequently as needed to discuss statistics, program needs, and any issues or challenges.
- **Ensure adequate supplies:** Maintain sufficient supplies, including pharmaceuticals, to provide proper care for sheltered animals.
- **Address complaints promptly:** Investigate and respond to all complaints regarding animals, shelter services, or field services. Document all complaints, take corrective action as necessary, and report findings to the County.
- **Cooperate with investigations:** Fully cooperate with the County-appointed Ombudsman and any investigations related to concerns or complaints.
- **Address audit findings:** Respond to any findings or inquiries resulting from County audits and implement necessary corrective actions.
- **Maintain open communication:** Engage in open, collaborative, and communicative working relationships with County contract administrators and other officials.

## **SHELTER AND ANIMAL CARE OPERATIONS**

### **Animal Care and Facility Maintenance**

- Animals in the shelter shall be treated with the utmost care, compassion, and respect, ensuring their physical and emotional well-being.
- The Contractor shall maintain a clean, safe, and sanitary facility that meets or exceeds all applicable health and safety standards for animal housing providing adequate shelter food, water, veterinary care (including treatment and vaccinations), and behavioral enrichment.
- Regular inspections and maintenance shall be conducted to ensure the facility's structural integrity, cleanliness, and adequate ventilation.
- Ensure that the number of shelter staff on duty is sufficient to provide timely and efficient services to the public, both in person and by phone, during regular business hours.
- Ensure that all staff members are properly trained and qualified to handle animals and provide appropriate care.
- Maintain compliance with all applicable building codes, health regulations, and animal welfare standards.

### **1. Intake Procedures**

- a. **Animal Identification:** For all animals brought to the shelter, the Contractor shall obtain detailed information from the person dropping off the animal, including:
  - Name, contact information, and address of the person dropping off the animal.
  - Location where the animal was found.
  - Reason for the animal being surrendered (e.g., found, unwanted, lost).
  - Any known history of the animal, including vaccinations, medical conditions, or behavioral issues.
- b. **Initial Assessment:** Upon arrival at the shelter, each animal shall undergo a thorough physical examination, including:
  - Assessment of the animal's overall health and condition.
  - Identification of any visible injuries or medical conditions.
  - Evaluation of the animal's behavior and temperament.
- c. **Medical Care:**
  - **Vaccinations:** All dogs shall be vaccinated for Parvo and Distemper upon intake. Cats shall be vaccinated for Rhinotracheitis, Calicivirus, and Panleukopenia (RCP).
  - **Parasite Treatment:** All animals shall be treated for fleas, ticks, and worms as needed.
  - **Medical Emergencies:** Animals in acute medical distress shall be immediately treated by a veterinarian before being brought to the shelter.
- d. **Quarantine:** Animals deemed dangerous or potentially carrying highly contagious diseases shall be quarantined in designated areas to protect the health and safety of other animals and staff. If suitable quarantine space is unavailable, the Contractor shall consult with a veterinarian to determine appropriate alternatives.
- e. **Housing:** Animals shall be housed in accordance with their species, sex, medical condition, behavior, and temperament.
- f. **Managed Intake:** There may be periods of time due to the overcapacity of the shelter (for example, when they reach 120% of shelter capacity or 3 consecutive weeks of over 100% of shelter capacity) that the County will need to consider

and approve a managed intake protocol at which time only sick, nursing, and/or injured animals will be accepted. Contractor and County shall establish a standard operating procedure agreed upon by both parties. Contractor shall notify the County's DPH Director, or designee, prior to each implementation regarding the start date and the duration of the managed intake period. Upon County's discretion, some healthy animals may be requested to be accepted by the shelter during managed intake periods. County will notify shelter of any exceptions.

2. **Recordkeeping and Database Maintenance:** The Contractor shall maintain comprehensive records of all animals brought to the shelter within a software system to manage all shelter data, including:
  - a. Detailed intake information as outlined above.
  - b. Medical records, including vaccination and treatment history.
  - c. Behavioral assessments.
  - d. Housing assignments.
  - e. Outcomes, such as adoptions, returns to owners, or transfers to other organizations.
3. **After-Hours Drop-Offs:** The Contractor shall provide clear instructions and guidance to the public on how to handle drop-off situations outside of regular business hours, including information on local emergency veterinary clinics.
4. **Facility Security**
  - a. The shelter facilities shall be maintained in a secure manner to prevent unauthorized access, escape of animals, and theft.
  - b. Security measures shall include, but not be limited to, locked gates, surveillance systems, and regular security checks.
5. **Public Hours and Accessibility**
  - a. The Contractor will establish clear and consistent public hours for animal drop-off, reclamation, and adoption. The shelter shall operate during the following hours:
    - Weekdays: 9:00 AM to 4:00 PM
      - Phone and front desk hours: 9:00 AM to 4:00 PM
      - Kennel open to the public 10:00 AM to 4:00 PM
    - Saturdays: 10:00 AM to 4:00 PM
    - The shelter may be closed on County-recognized holidays, but Contractor shall ensure the care and well-being of shelter animals during such times.
    - Alternative hours may be adopted in the Contractor's discretion in order to be flexible for individual community needs, and/or unhealthy temperatures during summer, as appropriate, pending County approval.
    - All hours are subject to change as approved by the County's DPH Director, or designee.
  - b. The Contractor shall make reasonable efforts to accommodate individuals with disabilities, ensuring that the shelter is accessible to all.
  - c. Contractor will treat all members of the public with courtesy, tact, and due respect.

## 6. Protocols and Procedures

- a. The Contractor shall develop and implement comprehensive written protocols covering all aspects of shelter operations, including:
  - o Animal admission and intake procedures
  - o Care and welfare of animals, including medical treatment, feeding, and enrichment
  - o Employee conduct and training
  - o Shelter and adoption operations, including volunteer management and public education
  - o Emergency preparedness and response plans
  - o Collecting and sending samples for the testing of animals with possible rabies.

## 7. Holding Periods

- a. Animals shall be held for the required time periods as mandated by applicable state and local laws prior to adoption, release to animal rescue organizations, or euthanasia.
- b. The Contractor shall maintain accurate records of all animals in the shelter, including their intake date, holding period, and disposition.

## 8. Dog Releases

- a. Dogs shall only be released to owners after they have been properly vaccinated, licensed, and if possible, spayed or neutered, unless otherwise required by law.
- b. The Contractor shall ensure that all dogs released to owners are equipped with appropriate identification tags and collars.

## 9. Quarantine Services

- a. **Quarantine Procedures:** Contractor shall establish and maintain a dedicated quarantine section within the shelter, equipped with individual kennels for the isolation of dangerous animals. All animals, including those that have bitten humans, will be promptly picked up, accepted, cared for, and quarantined in this section. Animals that have bitten humans must be held under observation for a minimum of ten (10) days, or longer as required by applicable laws or regulations. Animals under quarantine or in for bite/held for hearing in this area will not be accessible to the public.
- b. **Extended Quarantine for Legal Purposes:** Contractor may be required to hold animals for extended periods due to ongoing criminal investigations or other legal proceedings that necessitate their continued confinement. Such holds will be initiated upon receipt of a written request from the appropriate law enforcement agency or court.
- c. **Animal Disposal and Health Reporting:** In the event of an animal's death while in quarantine, the Contractor shall promptly remove the carcass and deliver the head to the County's Department of Public Health (DPH) for further examination or testing. The Contractor will not be responsible for any laboratory fees associated with such testing.
  - i. **Rabies testing:** Any animal suspected of rabies, if brought in by the public, will be quarantined for the specified time period, and/or humanely euthanized and tested for rabies. All positive results will be submitted to DPH for investigation.
  - ii. **REDCap:** All bite reports and rabies positive animals will be reported into the REDCap system for rabies reporting.

- iii. **Public Records Act (PRA):** If County receives a PRA request, Contractor will assist in collecting any necessary data in a timely basis according to PRA timelines.

#### 10. Adoption, Placement or Transfer of Animals

- a. Owner Identification and Return
  - **Microchip Scanning:** Scan all incoming animals for microchips and utilize databases to locate owners.
  - **Lost Pet Registries:** Search local and national lost pet registries.
  - **Social Media:** Leverage social media platforms to share information about lost animals and solicit public assistance.
  - **Community Outreach:** Collaborate with local veterinarians, animal hospitals, and community groups to spread awareness.
- b. Promote animal adoption and placement through effective marketing, outreach, specialized events (such as low or no cost vaccination clinics), and ongoing partnership with rescue organizations.
- c. Implement a robust adoption process, including screening potential adopters and providing post-adoption support.

#### 11. Adoption Promotions: Employ a variety of marketing strategies to promote animal adoption, such as:

- a. **Online Platforms:** Utilize online adoption platforms, social media, and the shelter's website to showcase adoptable animals.
- b. **Local Advertising:** Place advertisements in local newspapers, magazines, and on community bulletin boards.
- c. **Community Events:** Participate in local events and fairs to promote the shelter and its adoptable animals.
- d. **Partnerships:** Collaborate with local businesses, schools, and community organizations to increase awareness.

#### 12. Partnerships with Rescue Organizations:

- a. **Clear Guidelines:** Establish clear criteria and guidelines for transferring animals to rescue organizations, including:
  - **Rescue Organization Qualifications:** Verify the qualifications and reputation of rescue organizations before entering into initial agreements with each rescue.
  - **Transfer Agreements:** Require rescue organizations to sign transfer agreements outlining their responsibilities for the care and well-being of the animals.
  - Provide the County with a comprehensive list of rescue partners, and maintain responsibility to update the information, as necessary.

#### 13. Community Partnerships:

- a. **Networking:** Actively seek and maintain partnerships with rescue groups, community organizations, and other animal welfare agencies.
- b. **Collaboration:** Work together on joint projects, events, and initiatives to promote animal welfare and reduce the number of animals in shelters.
- c. **Resource Sharing:** Share resources, expertise, and best practices with partner organizations.

**14. Puppy Placement:**

- a. **Early Release:** Make litters of puppies available for release to rescue organizations as soon as they are weaned and vaccinated.
- b. **Prioritization:** Prioritize the placement of puppies in loving homes through rescue organizations to prevent overcrowding and euthanasia.

**15. Adoption Requirements:**

- a. **Spay/Neuter and Microchipping:** Require all adopted dogs to be spayed or neutered and microchipped before leaving the shelter.
- b. **Vaccination Requirements:** Ensure that adopted dogs are up to date on all necessary vaccinations.
- c. **Licensing:** Ensure that all adopted dogs are licensed in Fresno County.

**16. Post-Adoption Responsibilities:**

- a. **Clear Communication:** Clearly communicate to adopters that they are responsible for the care and well-being of their adopted animals.
- b. **Ongoing Support:** Offer ongoing support and resources to adopters, such as information on training, behavior, and veterinary care.
- c. **Rehoming Assistance:** If an adopter can no longer care for their animal, provide guidance and assistance with rehoming options.

**17. Donations**

- a. Contractor may accept donations from the community to assist in operations of the animal shelter. Any monetary donations may be accepted solely by the Contractor, not on behalf of the County. These funds or physical donations (i.e., blankets, food, leashes, etc.) may be used in the provision of services under this Agreement. Said donations must be tracked for possible auditing purposes. These funds shall be kept separate from the operating reserve fund established as defined in this Agreement.

**18. Fees: Adoption, Microchip, Vaccines**

- a. **Animal Licensing Fees (Dogs):** Fees for obtaining and renewing required licenses for dogs over four months of age residing in the unincorporated areas of the County.
  - o Differential fees apply based on the animal's sterilization status: a lower fee for sterilized (spayed/neutered) dogs and a higher fee for unaltered dogs. This structure encourages population control.
  - o Late fees for delinquent license renewals.
  - o Fees for replacement license tags.
- b. **Animal Impoundment and Boarding Fees:**
  - o Impoundment fees are charged when an animal is picked up by Contractor's Animal Control Officers and brought to the County's animal shelter.
  - o Daily boarding fees are assessed for the care and housing of impounded animals while at the shelter.
  - o Fees may vary depending on the type of animal (e.g., dogs, cats, livestock, other animals).
  - o Additional civil fines may apply for repeat impoundments of animals at large.
- c. **Citation and Penalty Fees:**
  - o Fines issued for violations of County animal control ordinances, including but not limited to, failure to procure a license, animals running at large, and other non-compliant behaviors within the unincorporated areas.

- Penalties may increase for subsequent citations.
- d. **Other Potential Fees:**
  - While surrender services are often handled by partner organizations, any fees directly administered by the County or Contractor for specific services like owner-requested euthanasia or disposal, or potentially for vaccinations/microchipping provided at the County's shelter, would fall under this category.
  - Fees related to specific permits, such as kennel licenses for commercial purposes involving four or more dogs in the unincorporated area, are also part of the County's fee structure.
- e. **Waiving of Fees:**
  - Based on procedures and guidelines to be established and agreed upon by both parties, some of said fees may be waived in order to encourage rehoming and adoption, if necessary.

**Licensing Requirements:** Contractor will implement the County's dog licensing program including issuance and renewal licensing.

**1. Licensing Issuance and Renewal:**

- a. **Online Portal and In-Person Services:** Provide a user-friendly online platform for licensing applications and renewals, as well as in-person services at designated locations.
- b. **Automated Renewal System:** Implement a system that automatically sends renewal notices to pet owners before their licenses expire.
- c. **Payment Options:** Accept various payment methods, including credit cards, checks, and cash.
- d. **Tag Distribution:** Efficiently distribute license tags to pet owners upon payment.
- e. **Enforce dog license ordinances:** Implement and uphold county regulations requiring the licensing of dogs over four months of age.
- f. **Issue citations and assess penalties:** Levy fines and citations for non-compliance with dog licensing requirements as stipulated by local ordinances.
- g. **Investigate and address unlicensed dogs:** Respond to reports and actively identify unlicensed dogs through field enforcement and public outreach.

**2. Maintain a Dog License Database:**

- a. **Centralized Database:** Maintain a comprehensive database containing pet owner information, license numbers, expiration dates, vaccination records, and any relevant citations.
- b. **Data Security:** Ensure the confidentiality and security of pet owner data.
- c. **Regular Updates:** Keep the database up to date with new licenses, renewals, and changes in pet ownership.

**3. Rabies Certificate Processing:**

- a. **Verification and Validation:** Verify the authenticity of rabies vaccination certificates submitted by pet owners as a prerequisite to dog license issuance.
- b. **License Issuance or Reminder:** If a pet owner has submitted a rabies certificate but has not purchased a license, issue a reminder or automatically process the license if payment information is available.
- c. **Follow-Up:** If a pet owner fails to respond to reminders, initiate follow-up actions, such as sending additional notices or exploring legal options.

4. **Lost or Damaged Tag Replacement:**

- a. **Verification Process:** Require pet owners to provide proof of identity and original license information when requesting a replacement tag.
- b. **Fee Structure:** Implement a reasonable fee for replacement tags.
- c. **Expedite Process:** Ensure that replacement tags are issued promptly to minimize inconvenience to pet owners.

5. **Public Outreach and Education:**

- a. **Informational Campaigns:** Conduct public awareness campaigns to educate pet owners about the legal obligations and benefits of dog licensing and rabies vaccinations.
- b. **Community Events:** Participate in community events to promote the program and provide information to the public.
- c. **Online Resources:** Maintain an informative website or social media presence with licensing information, FAQs, and contact details.

6. **Additional Licensing Considerations:**

- a. **Microchipping Integration:** Consider integrating microchipping services with the licensing program to help reunite lost pets with their owners.
- b. **Spay/Neuter Incentives:** Implement and communicate varied licensing fees that incentivize the sterilization of dogs as a measure for pet population control.
- c. **Animal Control Coordination:** Establish strong working relationships with local animal control agencies to ensure efficient enforcement of licensing laws and regulations.
- d. **Data Analytics:** Utilize data analytics to identify trends, improve program efficiency, and allocate resources effectively.

**Euthanasia as a Last Resort**

By implementing these policies, Contractor can make significant strides in reducing euthanasia rates at the County's animal shelter and ensuring the compassionate and humane treatment of all animals in their care.

1. **Relocation and Rescue Efforts:** Make every reasonable effort to find suitable homes or placements for animals before considering euthanasia and prioritize relocation and placement with rescue agencies by:

- a. **Partnering with Rescue Organizations:** Actively seek and maintain partnerships with reputable rescue organizations that can accommodate a variety of animals, including those that will accept animals with special needs or have challenging behaviors.
- b. **Promoting Adoption:** Utilize various marketing channels and online adoption platforms/social media to promote and showcase adoptable animals and encourage the public to consider adoption as an alternative to euthanasia. Consider offering adoption incentives, such as discounted adoption fees or waived spay/neuter fees, to encourage adoptions.
- c. **Foster Care Programs:** Develop and promote foster care programs to provide temporary homes for animals while they await adoption or placement.
- d. **Provide Support and Resources:** Offer support and resources to foster caregivers, including training, veterinary care, and financial assistance.
- e. **Community Outreach:** Partner with local veterinarians, animal hospitals, and community groups to spread awareness about adoptable animals and generate interest.



- f. **Network with Pet Owners:** Connect with pet owners who may be interested in adopting or fostering animals.
- 2. **Shelter Capacity:** Only consider euthanasia for healthy, adoptable animals as a last resort when shelter capacity is exceeded, and all other options have been exhausted. This includes:
  - a. **Implementing Overflow Strategies:** Develop strategies to manage overcrowding, such as temporary foster care placements or partnerships with other shelters.
  - b. **Monitoring Capacity:** Continuously monitor the shelter's capacity and adjust intake and euthanasia rates accordingly.
- 3. **Euthanasia Protocol:** Develop and implement a clear, detailed written euthanasia protocol that outlines the following:
  - a. **Criteria for Euthanasia:** Clearly define the circumstances under which euthanasia is considered, such as terminal illness, aggressive behavior, or contagious diseases.
  - b. **Staff Training:** Provide comprehensive training to staff members on the proper handling and administration of euthanasia procedures.
  - c. **Veterinarian Oversight:** Ensure that all medical euthanasia decisions are made by a qualified veterinarian with expertise in animal welfare and euthanasia practices.
- 4. **Criteria for Euthanasia:**
  - a. **Vicious Animals:** Animals deemed vicious or posing a significant risk to public safety may be considered for euthanasia after a thorough evaluation by shelter staff (includes administrative and dangerous dog hearing decisions). This evaluation should include:
    - o **Behavioral Assessment:** A comprehensive assessment of the animal's behavior in various settings, including interactions with other animals and humans.
    - o **Risk Assessment:** An evaluation of the risk the animal poses to the safety of staff, volunteers, and the public.
    - o **Treatment Options:** Exploration of all possible behavioral treatment options and interventions to address the animal's aggression.
  - b. **Terminal Illness:** Animals with terminal illnesses that cause significant suffering and have no chance of recovery may be euthanized to alleviate pain. This includes conditions that:
    - o **Cause Severe Suffering:** Result in severe pain, distress, or a significantly reduced quality of life.
    - o **Lack of Treatment Options:** Have no effective treatment options available.
    - o **Veterinarian Recommendation:** Are deemed by a veterinarian to be in the best interest of the animal.
  - c. **Contagious Diseases:** Animals with highly contagious diseases that pose a serious threat to other animals or public health may be euthanized to prevent the spread of illness. This includes diseases that:
    - o **Are Highly Contagious:** Easily spread to other animals and humans.
    - o **Cause Severe Illness:** Result in severe illness or death in other animals or humans.
    - o **Lack of Effective Treatment:** Have no effective treatment options available.

- d. **Hold Period Compliance:** Strictly adhere to applicable hold periods for animals before considering euthanasia, as mandated by Food and Agricultural Code Sections 31108 and 31752.

5. **Humane Euthanasia Practices:**

- a. **Advanced Methods:** Employ the most advanced and humane methods of euthanasia available, such as intravenous injection of euthanasia solutions.
- b. **Regulatory Compliance:** Ensure that all euthanasia procedures comply with federal, state, and local laws and regulations regarding the destruction of animals. Shelter staff will receive and conduct regular training on the latest regulation updates.
- c. **Compassionate Care:** Provide compassionate care to animals during the euthanasia process, minimizing stress and discomfort. This includes:
  - o **Quiet and Calm Environment:** Create a calm and quiet environment for the animal.
  - o **Presence of a Comfort Person:** Allow a staff member or volunteer to be present with the animal during the euthanasia process.
  - o **Pain Management:** Provide pain medication or other comfort measures as needed.

## **ANIMAL CONTROL FIELD SERVICES**

The Contractor is responsible for providing animal control services within the unincorporated areas of Fresno County and within the County's jurisdiction within the Fresno Metropolitan Areas ("County Islands"). These services include the following:

- **Patrolling for dogs running at large:** The Contractor will regularly patrol the unincorporated areas of the County to identify dogs that are running at large without a leash or under the control of their owners. When such dogs are found, the Contractor will take steps to capture them and issue citations to their owners for violating the County's ordinance prohibiting animals running at large.
- **Capturing dangerous animals:** In cases where an animal is deemed a threat to public health by Contractor or any government official, or an immediate threat to public safety by law enforcement officers, the Contractor will promptly pursue and capture the animal. This may involve using specialized equipment and techniques to safely and effectively contain the animal.
- **Addressing extraordinary animal control problems:** The Contractor will provide additional patrolling activities in unincorporated areas of the County when there are identified extraordinary animal control problems. This could include situations such as a sudden influx of stray animals, aggressive dogs, or other unusual circumstances that require increased enforcement efforts.
- **Geocoding data of field service logs and incidents:** The Contractor shall geocode or provide address of the nearest location in the incident log, providing an effective means to create a database with all field service incidents and responses in the County.

## **Leash Law Enforcement**

The Contractor is responsible for enforcing the County's Leash Law Ordinance, which stipulates that all dogs must be kept on a leash or under strict control by their owners when outside their property. This ordinance is outlined in Chapter 9.04 of the County Ordinance Code and is subject to future amendments.

To enforce this law, the Contractor will employ a team of properly trained animal control officers who will patrol the County to identify and address any violations. These officers will be equipped with the necessary knowledge and tools to safely and effectively handle dogs and enforce the leash law.

In addition to enforcing the leash law, the Contractor's animal control officers will also be responsible for educating the public about the importance of responsible dog ownership. This includes providing information on leash laws, vaccination requirements, waste management, and other relevant regulations. The Contractor may also organize community outreach events and educational programs to promote responsible pet ownership and prevent conflicts between dogs and humans.

Furthermore, the Contractor, in its discretion, is authorized to handle and impound dogs that are found in violation of the leash law or other relevant ordinances. This includes safely capturing and transporting dogs to a designated impound facility, ensuring their proper care and welfare, and facilitating the return of lost or stray dogs to their owners. The Contractor will also work closely with local animal shelters and rescue organizations to find suitable homes for impounded dogs that are not claimed by their owners.

The Contractor's performance in enforcing the leash law and other animal control ordinances will be regularly evaluated by the County. This evaluation will consider factors such as the number of violations addressed, the timeliness of responses, the effectiveness of public education efforts, and the overall satisfaction of the community. The Contractor will be expected to maintain high standards of professionalism, efficiency, and compassion in carrying out their duties.

The Contractor will maintain a log of all animal control activities, including the date, time, location, and nature of each incident and if a written citation was issued. This information will be used to track the effectiveness of enforcement efforts and identify areas where additional resources may be needed. The contractor will also work closely with other County departments, such as law enforcement and public health, to coordinate animal control activities and ensure the safety and well-being of the community.

#### **Staffing and Equipment:**

- **Employ qualified Animal Control Officers (ACOs):** Maintain a reasonable number of qualified ACOs who are knowledgeable and capable of enforcing animal control laws in the unincorporated areas of the County.
  - In Year 1, the Contractor shall provide at least six (6) full-time equivalent ACOs, with a minimum of four (4) ACOs per shift, and six (6) animal control vehicles to serve the unincorporated areas of Fresno County.
  - Regular assessments of the number of violations, the severity of incidents, and the overall effectiveness of enforcement efforts will inform the decision-making process regarding staffing levels, as approved by County's DPH Director, or designee.
- **Equip ACOs appropriately:** Provide ACOs with necessary equipment, including vehicles, kennels, traps, cages, catchpoles, medical supplies, and safety gear, and training to perform their duties effectively, including less-than-lethal weapons as appropriate. (ACOs will not be permitted to carry handguns.)

- **Management support:** Contractor's management shall provide support when an ACO need outside assistance from other agencies or County Departments such as the Sheriff's Office.
- **Training:** Ensure that staff receive ongoing training on animal care, handling, and emergency response procedures

#### **Priority of Responses of Field Calls:**

The Contractor shall ensure that ACOs are available to respond to calls between the hours of 8:00 AM and 5:00 PM, Monday through Saturday ("Field Service Hours"), and for Priority One emergencies on-call when necessary. All calls will be responded to according to the three priority levels listed below. Each Priority will be responded to with the following considerations:

- **Timeliness:** Responses must be executed promptly to minimize harm to animals and humans.
  - **Coordination:** The Contractor should work closely with law enforcement agencies, animal control services, and other relevant organizations to ensure efficient and effective responses.
  - **Communication:** Clear and timely communication between all involved parties is essential for coordinated efforts and to keep the public informed.
  - **Documentation:** Detailed records should be maintained for each response (regardless of priority level), including the nature of the incident, actions taken, and outcomes.
1. **Priority One Responses:** A prompt essential emergency response shall be provided for the following due the severity of the conditions listed in the subcategories below:
    - a. **Law enforcement agency requests:**
      - i. Any immediate emergency assistance or call requested by a law enforcement agency at the direction of the County's Health Officer, or designee.
      - ii. Severity of the threat posed by the animal: The level of danger the animal presents to humans or other animals.
      - iii. Risk to public safety: The potential for the animal to harm people or property in the community.
      - iv. Potential for escalation of the situation: The likelihood that the situation will worsen if not addressed promptly.
    - b. **Sheriff's request for removal of an animal dispatched (deceased):**
      - i. **Dispatch:** The Contractor will respond to Priority One calls for the recovery of animals dispatched by Fresno Sheriff's Office (Sheriff) during both regular field and non-field service hours.
      - ii. **Private Property:** Deceased animals will be removed from private property only with the written consent of the animal owner, unless the animal is considered evidence of a crime. In such cases, the Sheriff's Watch Commander will determine the disposition or retention of the animal.
        - i. **Sheriff Patrol:** Sheriff will provide Contractor's officers with the animal owner's identifying information and the applicable Sheriff's case number.
        - ii. **On-Scene Assistance:** Sheriff staff will remain on or return to the scene to facilitate the removal of the deceased animal by the Contractor.
    - c. **Animal bites:** Any animal bite where the animal continues to pose an immediate threat to human safety.

- i. **Severity of the bite:** The size and location of the wound, as well as any damage to tissue or organs.
  - ii. **Risk of infection:** The likelihood of the bite becoming infected due to the animal's health or the nature of the wound.
- d. **Need for medical attention:** Whether the victim requires immediate medical care to treat the wound or prevent complications. **Dangerous or vicious animals:** Any animal identified as dangerous or vicious by previous determination or perceived as a threat or menacing by those reporting the event.
  - i. **Animal's history of aggression or attacks:** Previous incidents involving the animal that demonstrate its dangerous behavior.
  - ii. **Potential for further harm:** The likelihood that the animal will attack again or cause other damage.
  - iii. **Public safety concerns:** The risk the animal poses to the community, especially children, the elderly, or individuals with disabilities.
- e. **Domestic animals in hazardous situations:** Any live domestic animal presenting an immediate hazard to humans, such as those in traffic lanes of major thoroughfares or highways.
  - i. **Risk of injury or death to the animal:** The potential for the animal to be injured or killed if not rescued promptly.
  - ii. **Danger posed to passing motorists or pedestrians:** The likelihood of accidents or injuries to people if the animal is not removed from the hazardous situation.
  - iii. **Need for immediate intervention:** The urgency of the situation and the potential for the animal's condition to worsen if not addressed immediately.
- f. **Sick, injured, or endangered animals:** Any domestic animal that is sick, injured, or in immediate danger.
  - i. **Severity of the animal's condition:** The extent of the animal's illness or injury, and the potential for it to cause further harm.
  - ii. **Potential for suffering or death:** The likelihood that the animal will suffer or die if not treated promptly.
  - iii. **Need for veterinary care:** The urgency of providing veterinary attention to address the animal's medical needs.
- g. **Cruelty or neglect:** Any domestic animal at immediate risk due to cruelty or neglect.
  - i. **Severity of the abuse or neglect:** The extent of the mistreatment and the impact it has on the animal's well-being.
  - ii. **Animal's suffering:** The physical and emotional pain the animal is experiencing due to the abuse or neglect.
  - iii. **Potential for legal action:** The need to investigate and prosecute the individuals responsible for the cruelty or neglect.
- h. **Deceased vicious dogs dispatched by the Sheriff:** Pick up of deceased vicious dogs dispatched by the Sheriff.
  - i. **Public health concerns related to rabies or other diseases:** The risk of transmission of diseases from the deceased animal to humans or other animals.
  - ii. **Need for proper disposal of the animal:** The importance of disposing of the animal in a safe and sanitary manner to prevent the spread of diseases.

- iii. **Legal requirements for handling deceased animals:** Any regulations or laws that must be followed in the handling and disposal of the animal.
  - i. **Additional Response:**
    - i. Animals will be removed from private property only with the animal owner's written consent unless the animal is evidence of a crime, unless the animal's immediate health or condition are at imminent risk of further deterioration
    - ii. Sheriff will provide the Contractor's officers with the dog owner's identifying information and applicable Sheriff's case number.
    - iii. Sheriff will remain or return to the scene for the removal of the dead animal by the Contractor
    - iv. This response may be preempted only by other, required Priority One Responses.
2. **Priority Two Responses:** A prompt response, if not preempted by Priority One call during Field Services Hours:
- a. **Animal-Related Calls**
    - i. **Animal Bites:** Immediate response to domestic animal bites where the animal is contained, including:
      - **Animal identification and capture:** If possible, safely identify and capture the animal for potential quarantine or rabies testing.
      - **Victim assessment:** Assess the severity of the bite wound and provide first aid if necessary.
      - **Report filing:** File a detailed report of the incident, including the animal's description, owner's information (if known), and victim's medical status.
    - ii. **Dogs Running at Large:** Swift action to address instances of dogs running at large, especially when a violation is in progress, but the dog poses no immediate threat, including:
      - **Attempt to capture:** Safely attempt to capture the dog, if possible.
      - **Notify owner:** If the dog is identified, notify the owner and issue a citation for the violation.
      - **Shelter placement:** If the owner cannot be located or the dog is a stray, transport the dog to a local animal shelter for safekeeping.
  - b. **Law Enforcement Requests:** Prompt assistance to law enforcement agencies for non-emergency matters, such as:
    - i. **Traffic control:** Assisting with traffic control for animal-related issues during accidents or other incidents.
    - ii. **Crime scene support:** Providing support at crime scenes that include animals, such as securing the area or retrieving evidence.
    - iii. **Animal-related offenses:** Responding to calls involving animal-related offenses, such as animal cruelty or fighting.
  - c. **Animal Welfare and Removal:**
    - i. **Stray Dog Pick-up:** Efficient retrieval of confined stray dogs, including:
      - **Safety assessment:** Assess the dog's health and behavior before approach.
      - **Capture and transportation:** Safely capture the dog and transport it to a local animal shelter or pound.
      - **Microchip scanning:** Scan for a microchip to identify the owner.

- d. **Dead Animal Removal:** Timely pick-up or arrangement for the disposal of deceased animals found in public areas within the unincorporated area of Fresno County and County islands, as defined by County Ordinance, including:
    - i. **Hazard assessment:** Determine if the dead animal poses a health or safety hazard.
    - ii. **Removal or disposal:** If necessary, safely remove the animal and dispose of it according to local regulations.
    - iii. **Private property assistance:** Limited assistance for dead animal removal on private property only when it poses a significant threat to public health, in compliance with federal, state, or County Ordinance regulations.
3. **Priority Three Responses:** ACOs will always follow up on Priority Three calls as soon as reasonably possible. Repeated offenses may be escalated to Priority One status when staffing allows.
- a. **Dogs Running at Large (Non-Violation):**
    - o **Investigate and document:** If a dog is reported as running at large but no violation is currently in progress, the officer will investigate the incident, gather information, and document the case.
    - o **Notify owner:** If the owner is identified, contact them to inform them of the incident and provide guidance on leash laws and animal containment.
    - o **Follow-up:** Conduct follow-up checks to ensure compliance and address any recurring issues.
  - b. **Educational Calls:**
    - o **Provide information and resources:** Respond to calls related to leash laws, animal licensing, and other animal-related services. Provide educational materials, answer questions, and offer guidance.
    - o **Address concerns:** Actively listen to residents' concerns and address them in a professional and informative manner.
    - o **Promote responsible pet ownership:** Encourage responsible pet ownership practices and emphasize the importance of complying with local regulations.
  - c. **Special Requests:**
    - o **Assess and prioritize:** Evaluate special requests for increased monitoring in specific areas or neighborhoods. Prioritize requests based on factors such as the severity of the issue, the potential for public safety concerns, and the availability of resources.
    - o **Develop a plan:** Develop a tailored plan for addressing the specific needs of the area, which may include increased patrols, educational outreach, or coordination with other agencies.
    - o **Implement and monitor:** Implement the plan and monitor its effectiveness. Make adjustments as needed to ensure desired outcomes.
  - d. **Non-Emergency Calls:**
    - o **Evaluate and address:** Respond to non-emergency calls that do not fall into the other Priority Three categories. Assess the nature of the call, gather relevant information, and take appropriate action.
    - o **Provide guidance:** Offer guidance and assistance as needed, such as providing information on local regulations, recommending resources, or connecting residents with relevant agencies.

4. **Priority of Response After Hours: Emergency Response During Non-Field Service Hours**

The Contractor will provide a dedicated on-call duty officer to ensure prompt emergency responses for Priority One calls outside of regular Field Service Hours.

**Non-Field Service Hours** are defined as follows:

- **Weekdays:** 5:00 PM to 8:00 AM, Monday through Friday
- **Weekends:** 5:00 PM Friday to 8:00 AM Monday
- **Holidays:** 8:00 AM to 5:00 PM (Business Hours)

This arrangement guarantees timely assistance for critical issues that arise during non-working hours, ensuring the safety and well-being of animals and the community.

5. **Protocols and Procedures**

- a. The Contractor shall develop and implement comprehensive written protocols covering all aspects of field service operations, including:
  - Field Service Operations – Priority Responses
  - Escalation Process (when to include other agencies)
  - Staff and Animal Safety
  - Administrative Citations
  - Administrative Hearings
  - Appeals Process

**Administrative or Dangerous Dog Hearings:**

1. **Citation Issuance:**

- a. Identification of violations of county ordinances by authorized personnel (e.g., Code Enforcement).
- b. Issuance of a physical or electronic administrative citation to the responsible party, detailing the violation, applicable ordinance section, fine amount, and response instructions.

2. **Initial Processing:**

- a. Establishing and maintaining a system for tracking issued citations.
- b. Processing initial payments or requests for appeal/administrative review within specified timeframes.
- c. Sending delinquency notices if the citation is not paid or appealed.

3. **Administrative Review (Appeal):**

- a. Receiving and reviewing written requests for administrative review submitted by the cited party.
- b. Evaluating the provided information and evidence against the violation.
- c. Issuing a written decision upholding, dismissing, or modifying the citation.

4. **Administrative Hearing (applicable if requested):**

- a. Scheduling and coordinating administrative hearings for parties who appeal the administrative review decision (often requires payment of the fine deposit).
- b. Providing notice of the hearing date, time, and location to the appellant and the issuing department.
- c. Conducting an informal hearing where both parties can present evidence and testimony before a Hearing Officer.
- d. For indigency cases, processing applications for waiver of the fine deposit to proceed with a hearing.



**5. Hearing Decision and Follow-up:**

- a. The Hearing Officer issuing a written decision based on the evidence presented at the hearing.
- b. Notifying both parties of the Hearing Officer's decision.
- c. Processing refunds if the citation is dismissed or the fine reduced.
- d. Pursuing collection efforts for unpaid fines if the citation is upheld and no further appeal is pursued.

**6. Superior Court Appeal (Secondary Appeal):**

- a. Acknowledging the possibility of an appeal to the Superior Court by the cited party following an unfavorable administrative hearing decision.
- b. Coordinating with legal counsel in the event of a Superior Court appeal.
- c. Implementing the final decision of the Superior Court.

**7. Record Keeping:**

- a. Maintaining accurate records of all citations issued, payments received, appeals filed, and decisions rendered throughout the process.

**Administrative Hearing Process and Scope:**

**1. Incident Investigation:**

- a. Receiving and investigating reports of dog bites, aggressive behavior, or other incidents that may classify a dog as potentially dangerous or dangerous.
- b. Gathering evidence, including incident reports, witness statements, and potentially animal behavior assessments.
- c. Determining if there is probable cause to believe a dog meets the criteria for being potentially dangerous or dangerous according to relevant ordinances and state law.

**2. Declaration and Notification:**

- a. If probable cause is found, initiating the process to declare the dog potentially dangerous or dangerous.
- b. Notifying the dog owner or keeper of the proposed declaration and their right to a hearing.
- c. Serving the owner with formal notice of the hearing, including the reasons for the proposed declaration and the date, time, and location of the hearing.

**3. Hearing Preparation:**

- a. Preparing the county's case for the hearing, including organizing evidence and identifying witnesses (e.g., animal control officers, victims).

**4. Dangerous Dog Hearing:**

- a. Conducting a formal hearing, often before a Hearing Officer or in some cases, the Superior Court.
- b. Presenting evidence and testimony to support the dangerous or potentially dangerous declaration.
- c. Allowing the owner to present evidence and testimony in their defense, cross-examine witnesses, and be represented by counsel.

**5. Hearing Decision and Orders:**

- a. The Hearing Officer (or Courts, if on a secondary appeal) issues a decision on whether the dog is to be declared potentially dangerous or dangerous, or neither, based on a preponderance of the evidence.
- b. If the dog is declared potentially dangerous or dangerous, issuing specific orders to the owner. These orders may include:
  - Mandatory spaying or neutering.
  - Specific confinement requirements (secure yard, indoors).
  - Muzzling and leash requirements in public.
  - Mandatory microchipping and registration with the County.
  - Requirement for liability insurance or a surety bond.
  - Requirement for behavioral training.
  - Euthanasia.

**6. Enforcement and Monitoring:**

- a. Ensuring the owner complies with all orders issued as a result of the hearing.
- b. Monitoring the dog's behavior and the owner's adherence to the requirements.
- c. Taking further enforcement action, which could include additional penalties or seizure of the animal, if the owner fails to comply with the orders or if there are subsequent incidents.

**7. Record Keeping:**

- a. Maintaining detailed records of the investigation, hearing proceedings, decision, and compliance efforts related to the dangerous dog declaration.

**Fresno County Sheriff's Office – Evidence and Investigations**

**1. Evidence Animals**

**a. Animal Holding:**

- i. **Sheriff Requirement:** The Contractor may be required by the Sheriff to hold animals related to criminal prosecutions or other reasons beyond animal control regulations.
- ii. **Case Number:** Sheriff will provide the Contractor with an applicable case number.

**b. Vendor or Contractor Use:**

- i. **Capacity:** With Fresno County approval, the Contractor may use vendors or subcontractors (including designated County Facilities) to house evidence animals and abandoned animals when Contractor's facilities are not adequate.

**2. Livestock Investigations**

**a. CCSPCA Humane Officer Involvement:**

- i. **Expertise:** For livestock-related investigations, the Sheriff will collaborate with the Central California Society for the Prevention of Cruelty to Animals (CCSPCA) to leverage their specialized humane officers' expertise in animal welfare and agricultural practices.
- ii. **Joint Investigations:** CCSPCA humane officers will work in conjunction with Sheriff's deputies to conduct thorough investigations into alleged animal cruelty, neglect, or other livestock-related issues.
- iii. **Evidence Collection:** CCSPCA officers will assist in the collection of evidence, documentation of animal conditions, and evaluation of potential violations of animal welfare laws.

- iv. **Collaboration:** By incorporating the expertise of CCSPCA humane officers, the Sheriff can ensure that livestock-related investigations are conducted efficiently and effectively, promoting animal welfare and upholding relevant laws and regulations.

### 3. **Contractor's Role:**

- a. **Supplemental Support:** While the Contractor may not have the primary responsibility for livestock investigations, it can provide supplemental support as needed, such as assisting in the care and housing of seized animals or providing logistical assistance.
- b. Contractor shall establish written protocols regarding its role in assisting Sheriff's Office regarding Evidence Animals and Livestock Investigations.

## **ADMINISTRATION AND PERSONNEL REQUIREMENTS:**

### 1. **Recruitment and Staffing:**

- a. The Contractor shall designate a qualified Director or Administrator with the authority to oversee the administrative requirements of the contract, ensure the delivery of all contracted services, and serve as the primary point of contact for the County's contract administrators.
- b. The Contractor shall designate qualified Financial Administrative Personnel (e.g., Business Manager) to oversee financial tracking of all expenses relating to the contract, shelter services, and the agency, and to serve as the primary contact to provide financial summary and audit of the organization.
- c. Develop and implement a comprehensive staffing plan that meets the needs of the shelter and animal control operations.
- d. Recruit, hire, and train qualified personnel in accordance with all applicable laws and regulations.
- e. Perform thorough criminal and DMV background checks on all employees to verify suitability for public contact and assigned tasks.
- f. Establish performance expectations and provide ongoing training and development opportunities for staff.
- g. Maintain a positive and supportive work environment that fosters employee engagement and job satisfaction.
- h. Manage employee relations, including addressing performance issues, conducting disciplinary actions, and administering benefits.
- i. Provide County a monthly payroll list with current employees and vacancy list to align with contractual budget.
- j. Prepare plans for utilization of volunteers and establish written guidelines including, but not limited to expectations and safety.

### 2. **Data Management:**

- a. Implement a robust data management system to track and analyze information related to animal care, shelter operations, and program outcomes.
- b. Develop and maintain data entry procedures and quality control measures to ensure accuracy and consistency.
- c. Generate regular reports on key performance indicators, such as animal intake, adoption rates, spay/neuter statistics, transfers/rescue, return to owner, and not limited to public safety outcomes.

- d. Utilize data analysis to identify trends, assess program effectiveness, and inform decision-making.

**3. Financial Management:**

- a. Develop and manage a program budget within the specified contract amount, ensuring that expenditures align with County approved allocations.
- b. Track and monitor revenue and expenses, including donations, grants, and government funding.
- c. Prepare and submit accurate financial reports to the County in accordance with established timelines.
- d. Implement internal controls to prevent fraud and ensure financial accountability.
- e. Submit budget modification requests to County's DPH Director, or designee, 30 days in advance of intended implementation date of requested change. DPH Director, or designee, will provide a written response to said request within 10 business days. Written approval by the DPH Director, or designee, is required to implement any changes to the budget.

**4. Reports:**

- a. Contractor shall submit reports on a monthly basis to include, but not be limited to the following (report details to be included will be determined by County):
  - Shelter Capacity Reports
  - Animal Control Reports
  - Staffing Reports
  - Fiscal Reports (including monthly invoice report due to the County by the 15<sup>th</sup> of every month re: all expenses, cashflow, and current operating reserve)
  - Complaint Reports
  - Dog Bite Reports
  - Rabies Reports
  - Other Reports, to be determined by County as needed.

**5. Policy Development:**

- a. Develop and maintain comprehensive written policies, procedures, protocols, and reference manuals that align with best practices and current laws.
- b. Regularly review and update policies to address changes in regulations, industry standards, and operational needs.
- c. Ensure that all staff members are trained on and comply with established policies and procedures.

**6. Service Coordination:**

- a. Oversee the daily operations of the animal shelter, including animal intake, behavioral training, adoption, veterinary care, and field services operations.
- b. Coordinate with other DPH and other County Departments and community organizations to ensure seamless service delivery.
- c. Develop and implement emergency preparedness plans to respond effectively to natural disasters, disease outbreaks, or other crises.

**7. Performance Evaluation:**

- a. Maintain a system to track employee performance and address any performance issues or concerns.

- b. Promptly investigate and take appropriate disciplinary action for any instances of misconduct or failure to comply with policies and procedures.
  - c. Identify areas for improvement and implement corrective actions, as needed.
7. **Performance Outcomes:**
- a. Establish key performance indicators (KPIs) to measure the effectiveness of shelter operations and animal control services. KPIs should include but not be limited to:
    - Shelter Capacity
      - Intakes
      - Strays
    - Adoption Rates: Track and report adoption rates and strive to maximize the number of animals placed in loving homes.
    - Return-to-Owner (RTO) Rates
    - Transfer/Rescue
    - Other (miscellaneous category)
    - Euthanasia Rates
    - Length of Stay Rates (target is 7-14 days)
    - Live Release Rates (target is 90%)
    - Population Balance Percentage
  - b. Regularly collect and analyze data to assess performance against established benchmarks.
  - c. Prepare and submit performance reports to the County, no less than once per quarter, highlighting achievements, challenges, and recommendations.
8. **Sustainability:** Implement sustainable practices, such as reducing waste, conserving resources, and promoting animal welfare.

## **ADDITIONAL REQUIREMENTS**

**Emergency Veterinary Care of Injured Animals:** Contractor shall utilize one or more California licensed veterinarians who shall be responsible for all veterinary care, including the following:

- 1. **Animal Welfare:**
  - a. **Injured Animals:** Arrange for appropriate veterinary care of injured animals found running at large, including immediate assessment of the animal's condition, stabilization, and referral to a qualified veterinarian for further treatment as needed.
  - b. **Stray Animals:** Provide emergency veterinary services, including diagnosis and treatment, to injured dogs or cats found without their owners in public places. This may involve on-site assessment, first aid, and transportation to a veterinary facility for comprehensive care.
- 2. **Emergency Services:**
  - a. **Unusual Circumstances:** Make a determination as to any other emergency veterinary services that may be rendered in unusual circumstances if deemed absolutely essential. This could include, but is not limited to, responding to natural disasters, mass casualty events, or cases involving highly contagious diseases.

### 3. **Cost Recovery:**

- a. **Owner Responsibility:** Take all reasonable measures to recover all costs incurred for veterinary services, emergency or otherwise, from the animal's owners. This may involve identifying the owner through microchips, tags, or other means, contacting the owner to inform them of the services provided and the associated costs, and pursuing legal action if necessary.

### 4. **Additional Considerations:**

- a. **Ethical Standards:** All veterinary care should be provided in accordance with ethical standards and in compliance with applicable laws and regulations.
- b. **Record Keeping:** Maintain detailed records of all veterinary services provided, including the animal's condition, treatment administered, and any associated costs.
- c. **Collaboration:** Collaborate with local animal shelters, rescue organizations, and law enforcement agencies to ensure effective coordination of animal welfare efforts.

## **Spay and Neutering Program**

Effectively implement and manage spay and neutering program to reduce the unwanted pet population and reduce the number of healthy adoptable animals required to be euthanized.

### 1. **Trap-Neuter-Release (TNR)/Community Cat Program:**

- a. **Community Partnerships:** Collaborate with local animal welfare organizations, shelters, and veterinary clinics to implement a TNR program.
- b. **Trap Provision:** Provide traps or loan them to residents for use in capturing any free-roaming community cats, regardless of socialization status.
- c. **Spay/Neuter Procedures:** Offer subsidized or free spay/neuter surgeries for free-roaming community cats.
- d. **Release Protocols:** Develop guidelines for returning sterilized cats to their original location.

### 2. **Disease Prevention and Management:**

- a. **Health Assessments:** Conduct health assessments on trapped cats to identify any injuries or diseases.
- b. **Treatment and Rehabilitation:** Provide necessary medical care and rehabilitation for injured or diseased cats.
- c. **Colony Management:** Implement strategies to reduce the spread of feline diseases within colonies, such as providing food and water stations at a distance from each other.

### 3. **Spay/Neuter:**

- a. **Enforceable Policy:** Establish a clear policy requiring all adopted animals to be spayed or neutered (excluding livestock).
- b. **Microchipping:** Require microchipping of all intake animals to aid in identification and reunification if lost.
- c. **Establish Spay and Neuter Network:** Have a network of providers to utilize for spay and neuter services as pets leave the shelter through adoption, RTO, etc. (local veterinaries, clinics, SNIPBus, Animal Balance, etc.)

#### 4. **Community Voucher and Resources:**

To make spay/neuter services more accessible to residents, the Contractor can implement a community voucher program and provide resources for finding affordable veterinary care.

##### a. **Community Voucher Program:**

- i. **Eligibility Criteria:** Establish clear eligibility criteria based on income, household size, and other relevant factors.
- ii. **Voucher Value:** Determine the appropriate value of the vouchers to cover a portion or all of the spay/neuter costs.
- iii. **Distribution Channels:** Distribute vouchers through local animal shelters, veterinary clinics, and community organizations.
- iv. **Partner Network:** Partner with participating veterinarians who agree to accept the vouchers.
- v. **Vouchers through ACOs:** Implement a portion of the program through Field Services for community members or high prevalence properties.

##### b. **Resources for Affordable Veterinary Care:**

- i. **Online Database:** Create an online database or resource guide listing participating veterinarians, their contact information, and the services they offer.
- ii. **Referral Services:** Provide referral services to connect residents with affordable veterinary clinics in their area.
- iii. **Payment Assistance:** Explore options for payment assistance programs, such as interest-free loans or payment plans.

#### 5. **Education and Outreach:**

- a. **Community Workshops:** Organize workshops and seminars to educate the public about responsible pet ownership, the benefits of spay/neuter, and the impact on local populations.
- b. **School Programs:** Develop educational programs for schools to teach children about animal welfare and the importance of spaying and neutering.
- c. **Social Media Campaigns:** Utilize social media platforms to disseminate information and raise awareness about the program.

#### 6. **Additional Components:**

##### a. **Program Structure:**

- i. **Dedicated Staff:** Assign dedicated staff members to oversee the program's operations, including intake, scheduling, and follow-up.
- ii. **Volunteer Coordination:** Recruit and manage volunteers to assist with various program activities, such as educating, trapping, fostering, and adoption.
- iii. **Partner Network:** Establish partnerships with local veterinarians, animal shelters, and rescue organizations to expand the program's reach and resources.

##### b. **Funding and Resource Allocation:**

- i. **Budgetary Allocation:** Allocate sufficient funds within the County budget to support the program's operations, including staff salaries, supplies, and veterinary services.
- ii. **Grant Acquisition:** Actively seek grants and donations from government agencies, foundations, and private donors to supplement the program's funding.

- iii. **Cost-Sharing Programs:** Implement cost-sharing programs or sliding scale fees to make spay/neuter services accessible to individuals with limited financial resources.
- c. **Community Outreach and Education:**
  - i. **Public Information Campaigns:** Develop and conduct public information campaigns to raise awareness about the importance of spay/neuter and the program's services.
  - ii. **Community Partnerships:** Collaborate with schools, community organizations, and local businesses to promote the program and engage the community.
  - iii. **Social Media and Online Platforms:** Utilize social media and online platforms to disseminate information and connect with the community.
- d. **Program Evaluation and Data Collection:**
  - i. **Performance Metrics:** Establish key performance indicators to measure the program's effectiveness, such as the number of animals spayed/neutered, reduction in unwanted pet populations, and community satisfaction.
  - ii. **Data Collection:** Collect and analyze data on program activities, outcomes, and challenges to inform decision-making and identify areas for improvement.

### **Emergency Preparedness/Disaster Response Plan**

Contractor shall develop written protocols within an emergency preparedness/disaster plan for Contractor's response in case of natural disasters, disease outbreaks, and other emergencies requiring evacuations throughout the unincorporated areas of Fresno County. Protocols should include evacuation procedures, animal care during emergencies, and coordination with local authorities.

1. Identify a contact person for the emergency response who will be responsible for the Contractor's portion of the operation and coordinating the Contractor's response with the emergency responders.
  - a. The Contractor's contact person should be a knowledgeable and experienced animal handler who is familiar with the facility's layout and procedures. They should also have a good understanding of the emergency response plan and be able to communicate effectively with both emergency responders and animal owners.
  - b. Identify and work with local Community Animal Response Team (CART) – Central California Animal Disaster Team.
    - i. Establish a primary contact(s)
    - ii. Keep an updated list of response agencies
    - iii. Regularly meet to prepare for season emergencies
    - iv. Establish policies on how to effectively manage intake of animals during emergencies
    - v. Establish clear guidelines for implementation (activation guidelines through the County) and mobilizations (includes demobilization plan)
2. Prepare for the intake and care of animals accompanied by their owners.
  - a. This includes having a designated area for animal owners to check in with their pets. Animal owners should be provided with a temporary holding area where



they can keep their pets safe and comfortable. The Contractor's staff should also have a supply of food, water, and bedding for animals.

3. Prepare for the intake and care of stray animals and make every effort to locate and return the animals to their rightful owners.
  - a. The Contractor should have a system in place for identifying and tracking stray animals. This may include using microchips, collars, or other identification tags.
  - b. The Contractor should also make an effort to reunite stray animals with their owners. This may involve posting notices about lost animals, contacting local shelters, and using social media.
4. In addition to the above, the Contractor should also have the following:
  - a. A plan for evacuating animals in the event of a major disaster.
  - b. A system for providing veterinary care to animals in need.
  - c. A plan for communicating with the public about the Contractor's response to emergencies.
5. The Contractor should also conduct regular drills and exercises to ensure that its staff is prepared to respond to emergencies.
6. 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 Standardized Emergency Management System (SEMS) and National Emergency Management System (NEMS).
  - 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.
7. Implementation of plan during emergency:
  - a. Contact person will coordinate with DPH upon notification of emergency by County/DPH.
  - b. Essential Contractor staff with key experience in the response phase of disaster events mobilize to participate in initial response activities.
  - c. Contractor will increase staff and equipment as needed.
  - d. Provide goods, services and equipment to support Contractor's staff and subcontractors at market rates.
8. Post-Emergency responsibilities:
  - a. Close out all related operations including but not limited to removing equipment, properly closing any shelters, restoring property used by the contractor to its original condition prior to the disaster event.
  - b. Close out records and documents to support the activating entity's request for reimbursement for disaster-related expenses.

- i. Contractor will maintain records of all costs related to the emergency.
- ii. Costs will be submitted to DPH on a bi-weekly basis on approved forms.
- iii. Equipment purchased as part of the disaster will belong to Fresno County at the end of the emergency.
- iv. Costs of supplies and equipment used during the emergency will be charged at cost to DPH. Employee costs will be charged at an hourly cost including benefits and overhead.
- v. Contractor will maintain and enforce contracts entered into with subcontractors to provide animal services during the event.

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

## EXHIBIT B - COMPENSATION SCHEDULE

[illegible]

## EXHIBIT B - SAMPLE BUDGET

Animal Care & Shelter Services		
Salaries & Benefits	\$	2,500,000
Staff Training and Development	\$	15,000
Services & Supplies	\$	800,000
Spay/Neuter Program - Shelter	\$	150,000
Spay/Neuter Program - Community	\$	120,000
Emergency Vet Services	\$	250,000
Feral Cat Program	\$	30,000
<b>Total Animal Care &amp; Shelter Operations</b>	<b>\$</b>	<b>3,865,000</b>

Animal Control Field Services		
Salaries & Benefits	\$	1,000,000
Staff Training and Development	\$	5,000
Services & Supplies	\$	150,000
Spay/Neuter Program - Field	\$	30,000
Vehicle Equipment & Emergency Supplies	\$	40,000
Safety Equipment	\$	10,000
<b>Total Animal Control Field Services</b>	<b>\$</b>	<b>1,235,000</b>

<b>Total</b>	<b>\$</b>	<b>5,100,000</b>
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# Exhibit C

## Insurance Requirements

### 1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

**Definition of Cyber Risks.** "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Article 15 and Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties

## Exhibit C

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

### 2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, or email, [DPHContracts@fresnocountyca.gov](mailto:DPHContracts@fresnocountyca.gov), certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
  - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
  - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
  - (iv) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the

## Exhibit C

County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

## **Exhibit D**

### **Self-Dealing Transaction Disclosure Form**

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("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 used 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.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



## Exhibit D

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

## Exhibit E Data Security

### 1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

- (A) **"Authorized Employees"** means the Contractor's employees who have access to Personal Information.
- (B) **"Authorized Persons"** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor's subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.
- (C) **"Director"** means the County's Director of the Department of Public Health, or designee.
- (D) **"Disclose"** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- (E) **"Person"** means any natural person, corporation, partnership, limited liability company, firm, or association.
- (F) **"Personal Information"** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- (G) **"Privacy Practices Complaint"** means a complaint received by the County relating to the Contractor's (or any Authorized Person's) privacy practices or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.
- (H) **"Security Safeguards"** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.
- (I) **"Security Breach"** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards,

## **Exhibit E Data Security**

or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

- (J) **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

### **2. Standard of Care**

- (A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.
- (B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information.
- (C) The Contractor agrees and covenants in favor of the County that the Contractor shall:
- (i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
  - (ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;
  - (iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion; and
  - (iv) not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director's express prior written consent.
- (D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the

## **Exhibit E**

### **Data Security**

County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

- (E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they were the Contractor's own actions and omissions.

### **3. Information Security**

- (A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- (B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- (C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
- (i) limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;
  - (ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
  - (iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or

**Exhibit E**  
**Data Security**

misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- (iv) encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
  - (v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;
  - (vi) having a patch management process including installation of all operating system and software vendor security patches;
  - (vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
  - (viii) providing appropriate privacy and information security training to Authorized Employees.
- (D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.
- (E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County, and the County shall have immediate, real-time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- (F) The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week

## **Exhibit E Data Security**

as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.

- (G) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

### **4. Security Breach Procedures**

- (A) Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-8900 / [incidents@fresnocountyca.gov](mailto:incidents@fresnocountyca.gov) (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- (B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
- (i) assisting the County in conducting any investigation;
  - (ii) providing the County with physical access to the facilities and operations affected;
  - (iii) facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
  - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- (C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the

## **Exhibit E**

### **Data Security**

Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- (D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.
- (E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, including the rights of persons from whom the County receives Personal Information.

#### **5. Oversight of Security Compliance**

- (A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- (B) Upon the County's written request, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E.
- (C) The Contractor shall ensure that all Authorized Persons who Use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons or amending any written agreements to provide same.

## **Exhibit E**

### **Data Security**

**6. Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

**7. Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

**8. Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit E and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit E or arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.



**Exhibit E**  
**Data Security**

**9. Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

**10. No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

**11. No County Warranty.** The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.