



County of Solano
Contract Review Worksheet
DocuSign only

Contract Number:

(Dept., Division, FY, #)

Authority:

☐ Dept Head Execute

☐ CAO Execute

☒ BOS Approval Required

NOTE: Please review all instructions on the back of this worksheet before you begin processing.

1. Department/Division: SHERIFF'S OFFICE		2. Date: 8/5/24	
3. Contract Administrator: ERIKA MANUEL		4. Phone Ext: 784-7064	
5. Contract Attributes: ☐ Expenditure ☒ Revenue ☐ Intergovernmental ☒ Personal/Professional Svcs ☐ Purchase of Goods ☐ Lease ☐ Construction ☐ Other		☐ Original Bid/RFP Required? ☐ YES ☒ NO Sole Source Contract? Bid/RFP No: ☐ YES ☒ NO Date Please attach copy of Bid/RFP or justification. 6. Description of Contract: ANIMAL CONTROL SERVICES	
		☒ Amendment/Change Order Amendment/Change Order Number Contract No: Amendment 7 Date: 6/30/24 Please attach copies of original/amendments 7. Name of Contractor: CITY OF VALLEJO and HUMANE SOCIETY OF NORTHBAY 8. EIN SSN 	
9. Is Contractor a California Public Pension Plan Retiree? ☐ YES ☒ NO If yes: Name of Public Pension Plan: Date of Retirement: 			
10. Does Contractor have a personal relationship in a direct line of supervision in your Department? ☐ YES ☒ NO If yes, please describe relationship: Does Contractor have a personal relationship with someone in another Department? ☐ YES ☒ NO If yes, please provide Department and describe relationship: 			
11. Has County contracted with Contractor previously during this fiscal year? ☒ YES ☐ NO Please list County department if other than the department listed on number 1 above. 			
12. Effective Date: Original Contract: 8/1/21 This amendment: 6/30/24		13. Termination Date: 6/30/23 By this amendment: 6/30/25	
14. Contract Budget: Original Contract Amount: \$ 394,922 Total of Previous Amendments: \$ 7,666,566 Current Amendment: \$ 1,168,816 Total Amount of Contract \$ 9,230,304		15. Payment Terms: ☐ Prepaid ☒ Monthly ☒ Arrears ☐ Quarterly ☒ Fixed ☐ Progress ☐ Actual ☒ Other ☐ Estimate	
16. Source of Funds: ☐ Fed/State Grant ☐ Fed/State Funding ☐ County Specify: _ Fed Catalog No: State Legislation: ☐ AB ☐ SB			
17. Fund: 900 Budget Unit: 2852 Sub-object: 0009604		18. Current Appropriation Sufficient? ☒ YES ☐ NO	
19. Proposed Board of Supervisors Agenda Date, if required. Please attach agenda summary and ATR request. 			
20. Remarks 			
21. Signature Route: EM Email esmanuel@solanocounty.com Department Contract Administrator Erika Manuel Contractor Signatory Name (Informational only) Email Amel Email lmdonahue@solanocounty.com Department Head or Designee Lisa Donahue Michael McDonald Email memcdonald@solanocounty.com County Counsel Reviewer Michael McDonald HR Analyst (for Contract Employees) or Risk Management (for insurance changes) Tami Lukens Email tdlukens@solanocounty.com CAO Analyst Tami Lukens Bill Emlen Email wfemlen@solanocounty.com Authorizing Signature (CAO/DH) Bill Emlen			

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this thirteenth day of January, 2015, by and between the City of Vallejo, a municipal corporation and Charter City ("City"), and the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office - Sheriff's Office Animal Control Unit ("SAC"), and the Humane Society of the North Bay ("HSNB"), a 501(c)3 private non-profit corporation. For the purpose of this Agreement, SAC and HSNB shall collectively be referred to as ("Service Providers"). The parties agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, both Service Providers shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Service Providers for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Service Providers for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Service Providers shall, at their sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Service Providers shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Service Providers' fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Service Providers' operations, or any subcontractor's operations, to be performed under this Agreement for Service Providers or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Service Providers, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. **Insurance Requirements.** Service Providers agree to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Service Providers." Failure to maintain required insurance at all times shall constitute a default and material breach.
6. **Accident Reports.** Service Providers shall immediately report (as soon as feasible, but not more than 24 hours) to the City's Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Service Providers warrant and represent that to the best of their knowledge, there exists no actual or potential conflict between Service Providers' family, business, real property or financial interests and the services to be provided under this Agreement. Service Providers shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Service Providers' family, business, real property or financial interests occurring during the term of this Agreement that creates an actual or potential conflict of interest, then Service Providers shall disclose such conflict in writing to City.

8. Independent Contractor. Service Providers are independent contractors. Neither Service Providers nor any of Service Providers' officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Service Providers only insofar as the results of Service Providers' services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Service Providers accomplish services pursuant to this Agreement.

9. Licences, Permits, Etc. Service Providers represent and warrant to City that all Service Providers' services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Service Providers have all the permits, qualifications and approvals of whatsoever nature which are legally required for Service Providers to practice their profession. Service Providers represent and warrant to City that they shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Service Providers to practice their profession.

10. Business License.¹ HSNB, and Service Providers subcontractors, have obtained or agree to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Service Providers until such business license(s) has been obtained.

11. Standard of Performance. Service Providers shall perform all services and produce all deliverables as identified in the attached Exhibits to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Service Providers' profession currently practicing in California.

Service Providers are responsible for making independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Service Providers' responsibilities under this section shall not be delegated. Service Providers shall be responsible to City for acts, errors, or omissions of Service Providers' subcontractors.

Service Providers shall be responsible for adhering to all requirements as delineated in the attached Exhibits to this Agreement.

¹ SAC is exempt from this provision.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Service Providers are unable to meet the completion date or schedule of services, Service Providers shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Service Providers agree to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Service Providers pursuant to this Agreement shall be the full and complete compensation to which Service Providers and Service Providers' officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Service Providers nor Service Providers' officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Service Providers. The City shall not be required to pay any workers' compensation insurance on behalf of Service Providers.

Service Providers shall pay, when and as due, any and all taxes incurred as a result of Service Providers' compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Service Providers Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Service Providers shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Service Providers shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The "term" of this Agreement shall commence on February 1, 2015 and shall expire on June 30, 2017.

17. Termination by Service Providers. Service Providers must provide written notice to all parties of their intent to withdrawal no later than one year prior to expiration of the term.

18. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to terminate or abandon any portion or all of the services to be provided under this Agreement by giving a minimum of one years' written notice to Service Providers. Upon receipt of a notice of termination, Service Providers shall perform no further work except as specified in the notice. Before the date of termination, Service Providers shall deliver to City all City records and documents, all deliverables, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Service Providers for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and HSNB and/or the City and SAC for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Service Providers for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

19. Service Providers' Deliverables. Service Providers shall provide all deliverables as identified in the attached Exhibits to this Agreement, which shall become the property of City.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

20. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Service Providers in the performance of their services.

21. Assignment and Subcontracting. Service Providers shall not subcontract, assign or transfer voluntarily or involuntarily any of their rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Service Providers shall pay their respective subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Service Providers. Use of the term subcontractor in any other provision of this Agreement shall not be construed to imply authorization for Service Providers to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Service Providers' subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this Agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

22. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

23. Non-Discrimination/Fair Employment Practices.

(a) Service Providers shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, martial status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in

compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Service Providers warrant and represent they are equal opportunity employers and agree they shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Service Providers for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Service Providers of Service Providers' obligation under this Agreement relative to nondiscrimination and fair employment practices.

Service Providers shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Service Providers agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

24. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon their receipt and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Daniel E. Keen City Manager Office of the City Manager 555 Santa Clara Street Vallejo, CA 94590
If to SAC:	Thomas A. Ferrara Sheriff - Coroner Solano County Sheriff's Office 530 Union Avenue, Suite 100 Fairfield, CA 94533
If to HSNB:	Stephanie Gomes President Humane Society of the North Bay 1121 Sonoma Boulevard Vallejo, CA 94590 (707) 645-7905 (phone) (707) 645-7909 (fax) sgomes@hsnb.org

Any party may change its address for receiving notices by giving written notice of such change to the other parties in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Service Providers will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Service Providers may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Service Providers agree that they will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Service Providers' scopes of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City

Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Service Providers shall treat all records and work product prepared or maintained by Service Providers in the performance of this Agreement as confidential.

A violation by Service Providers of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Service Providers' obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Service Providers agree that they will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review of the news releases from City through the City Representative. Service Providers will consider City's input, but are not required to incorporate recommended edits, if any exist.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Service Providers represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Service Providers.

38. Exhibits. The following exhibits are attached and incorporated by reference:

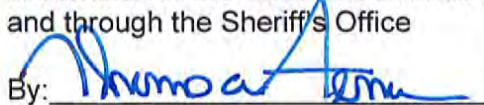
Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

THE COUNTY OF SOLANO, a political subdivision of the State of California by and through the Sheriff's Office

By: 
Thomas A. Ferrara
Sheriff - Coroner

CITY OF VALLEJO,
a municipal corporation

By: 
Daniel E. Keen
City Manager

DATE: JAN 6, 2015

DATE: 1-21-15

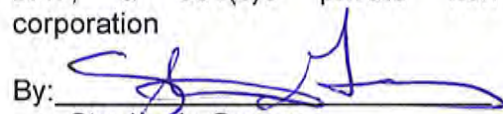
APPROVED AS TO FORM


SOLANO COUNTY COUNSEL

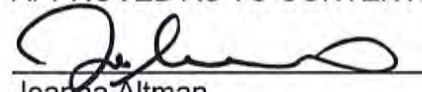
ATTEST:

By: 
Dawn Abrahamson, City Clerk

HUMANE SOCIETY OF THE NORTH BAY, a 501(c)3 private non-profit corporation

By: 
Stephanie Gomes
President

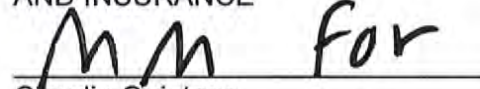
APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

DATE: 4/13/15

15-16066
Vallejo Business License No.

APPROVED AS TO FORM
AND INSURANCE


Claudia Quintana
City Attorney

(City Seal)

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Joanna Altman
Administrative Analyst II
Office of the City Manager
555 Santa Clara Street
Vallejo CA 94590
(707) 648-4362 (phone)
(707) 648-4426 (fax)
joanna.altman@cityofvallejo.net

The SAC Representative for this Agreement is:

Thomas A. Ferrara
Sheriff - Coroner
Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533
(707) 784-7000 (phone)

The HSNB Representative for this Agreement is:

Stephanie Gomes
President
Humane Society of the North Bay
1121 Sonoma Boulevard
Vallejo, CA 94590
(707) 645-7905 (phone)
(707) 645-7909 (fax)
sgomes@hsnb.org

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Service Providers Representatives and City's Representative.

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 and 2 of Exhibit A, attached and incorporated by this reference.

Attachment 1 to Exhibit A

SOLANO COUNTY SHERIFF'S ANIMAL CONTROL UNIT

The provision of services by the Solano County Sheriff's Office – Animal Control Unit to the City of Vallejo for animal control services will be provided in accordance with the following specifications:

1. The Sheriff's Animal Control shall maintain on staff at least three (3) individuals who shall meet all the requirements set forth in Penal Code § 830.9, §7(a) of the Food and Agriculture Code, and Solano County Code Chapter 4-33. These Animal Control Officers, employed by the Sheriff's Office, shall issue citations, make arrests, serve warrants, and conduct criminal investigations.
2. The City agrees to appoint the Sheriff of Solano County as the Animal Control Director as outlined in the City of Vallejo Municipal Code ("VMC") §7.12.010.
3. Normal business hours for the Sheriff's Animal Control Unit are 6:30 a.m. to 7:00 p.m., Monday through Thursday, excluding County recognized holidays, and 8:00 a.m. to 7:00 p.m., Friday through Sunday. Sheriff's Animal Control shall provide the following minimum staffing to the City of Vallejo:
 - a. Two (2) Animal Control Officers on duty in the City of Vallejo Monday through Thursday for twelve and one half hours per day, and on Friday for eleven hours per day. Each officer will have a one-hour unpaid lunch break per scheduled shift.
 - b. One (1) Animal Control Officer on duty in the City of Vallejo Saturday and Sunday for eleven hours per day. The officer will have a one-hour unpaid lunch break per scheduled shift.
 - c. At least one (1) Animal Control Officer on-call during non-scheduled hours seven (7) days per week and during County recognized holidays, as published annually by the Solano County Board of Supervisors.
 - d. With approval of the City Manager, the Sheriff's Office may adjust "normal" business hours.
 - e. Sheriff's Animal Control shall notice the City Manager, or designee, if the Sheriff's Office expects to have less than required staff on duty for more than three consecutive days for occasions of unexpected illness or unforeseen business necessity, as required to attend training, trade seminars, or to fulfill other legally mandated requirements from the State, County, or the City of Vallejo.
 - f. The Sheriff's Office may, at its discretion, move available resources as needed to other areas based on call volume, service needs of an area, or for mutual aid assistance as needed at the request of other jurisdictions.
4. The Sheriff's Animal Control shall provide the following services within the response time set forth:
 - a. During normal business hours, Sheriff's Animal Control will respond to calls for animals running loose, seriously injured animals, vicious animals or animals endangering human life or safety, animal nuisance complaints, and abused or neglected animals within one hour of call received.
 - i. In accordance with Penal Code §597, Sheriff's Animal Control may administer field euthanasia.
 - b. During holidays and after-hours, Sheriff's Animal Control will respond within two, but no more than three, hours to confirmed reports of vicious animals or animals

endangering human life or safety.

c. Calls for service from animal owners who wish to surrender their animal(s) for adoption or destruction and who do not have transportation to the Shelter shall be handled within twenty-four (24) business hours (Monday-Friday, excluding holidays). Animals surrendered by owners in the field will be transported directly to the Solano County Animal Care Facility. Sheriff's Animal Control will adhere to the Solano County process for field surrenders and may charge Vallejo residents according to the County Fee Schedule (i.e., pick-up, surrender, disposal, etc.). Sheriff's Animal Control will invoice Vallejo residents directly for this service and will retain revenues that will offset the Solano County Animal Shelter expense.

d. The Sheriff's Office reserves the right to utilize other Sheriff's Office resources to handle or validate a call for service prior to dispatching a Sheriff's Animal Control Officer after hours, during times of staffing shortages, or during high volume of calls for service.

5. The Sheriff's Animal Control shall enforce all infraction and misdemeanor provisions of Federal, State, and local laws to include, but not limited to, the Penal Code, Health & Safety Code, Fish & Game Code, Code of Regulations of California, Chapter 4 of the County Ordinances, and Title 7 of the City of Vallejo Municipal Code as they relate to domestic animals within the City of Vallejo. Such enforcement shall include issuing citations, making arrests, and impounding animals.

a. Felony animal crime investigations may be handled by the Sheriff's Office and such cost outside the normal scope of this Agreement shall be charged to the City for the actual cost associated; i.e. overtime, specialists, supplies, and/or investigators. Low-level felonies that can be investigated as part of normal course of business shall be included.

b. The resources and cost of animal investigations that require an extensive amount of resources or places an undue burden on Sheriff's Animal Control to provide adequate services under this Agreement shall be approved by the City Manager's Office in a timely manner when possible. The actual cost associated with such an event shall be the responsibility of the City.

6. The service area of this Agreement shall include incorporated areas of the City of Vallejo where the City has primary law enforcement jurisdiction, to include parts of Mare Island and excluding places such as California Maritime Academy.

a. Sheriff's Animal Control shall patrol and provide services as described within this agreement and scope of work to the Mare Island Community Facility District (CFD) totaling a maximum of approximately 30 hours per month. Sheriff's Animal Control will track the total number of hours spent patrolling and servicing the Mare Island CFD and submit a monthly report to the City.

b. Sheriff's Animal Control will identify a tracking method that captures the total calls for service and amount of time spent within the boundaries of the CFD. A formal memorandum identifying the best method will be provided to the City Manager within 90 days of the original contract date.

7. Sheriff's Animal Control shall undertake and maintain direct patrol of neighborhoods for unlawful stray animals and other violations of laws concerning animals.

8. Sheriff's Animal Control shall cooperate with the Solano County District Attorney's Office, County Counsel, the City of Vallejo, the City's Attorney's Office, Vallejo Police Department, Fish and Wildlife, and other law enforcement agencies in investigating and prosecuting animal law violations.

9. When law enforcement assistance is needed for Sheriffs Animal Control, Vallejo Police Department shall be the primary law enforcement agency for response within the City of Vallejo.

10. The Sheriff's Office will accurately and legibly maintain all documentation and shall be the official repository for all documentation including but not limited to reports, records, case files, citations, and/or other criminal and administrative process completed by the Sheriff's Animal Control. The Sheriff's Office shall provide monthly reports to City in the first year of contract and quarterly for each year thereafter. Within each report, Sheriff's Animal Control will include the following:

- a. Intake (Stray, Owner Surrender, etc.) and identify the location (address, cross streets) by which an animal was obtained.
- b. Transfer information identifying which animals were obtained within the City of Vallejo jurisdiction, County-unincorporated jurisdiction, HSNB or other.
- c. Calls for service received and responded to, grouped by types of call (e.g. animal running loose, dangerous animal, complaints, etc.)

11. Sheriff's Animal Control shall be responsible for enforcing the Dangerous Dog Ordinance, VMC §7.37. This shall include, but is not limited to, notifying participants of hearings, acting as the city's representative during hearings and enforcing the registration requirements of the ordinance.

12. Sheriff's Animal Control shall be responsible for enforcing and administering the field work of the Animal Nuisance ordinances as outlined in VMC §7.36.

13. Sheriff's Animal Control shall review all reported animal bite cases to ensure no violations of City ordinance exist, and/or to make a determination if dangerous dog or animal nuisance proceedings are appropriate.

14. Sheriff's Animal Control shall conduct facility inspections for Kennel Licenses as outlined in VMC §7.32.030 along with random inspections to ensure compliance with VMC §7.32.

15. Sheriff's Animal Control shall conduct facility inspections for exotic animal registration as outlined in VMC §7.12.130 as required by the City.

16. Sheriff's Animal Control shall provide trapping services for feral domestic animals on public property when over population affects the health and welfare of the public. This service may be provided on private property at the expense of the property owner as governed and/or based on the currently adopted Solano County fee schedule for ACO(s) hourly rate(s).

17. Sheriff's Animal Control shall maintain a twenty-four (24) hour telephone number for calls for service. During normal business hours, Sheriffs Animal Control will be available to receive direct calls for service from the public in an effort to obtain an instant response to inquiries. The Sheriff's Office shall be responsible for dispatching all calls for service.

Services Outside the Scope of Agreement

1. Animal carcass removal from public roads, buildings, or property to include properties outlined in §7.12.130 of the City of Vallejo Municipal Code shall be conducted under the City's contract with the local garbage company to include compliance with Streets and Highway Code §91.8 (S&HC).

2. The City shall retain the administrative process over exotic animal registration services as outlined §7.12.140 of the City of Vallejo Municipal Code.
3. The City shall retain the administrative process over the Kennel License process as outlined in Chapter 7 of the City of Vallejo Municipal Code as it relates to issuance, monitoring, or collecting fees for such licenses.
4. The City shall retain administrative process over the Dangerous Dog proceedings, to include the appointment of the Hearing Officer, as outlined in VMC §7.37.010(H). Sheriff's Animal Control shall receive written documentation of each step of the process from the City for records; i.e. copies of notices, services, outcome, and/or imposed conditions.
5. Sheriff's Animal Control shall not provide urban or wildlife trapping for the purposes of population control.
6. Rabies Control is not part of this agreement, as this service is conducted by the designated Public Health Officer (Sheriff's Animal Control) outside of this agreement. The City acknowledges that Sheriff's Animal Control Officers are also Public Health Officers as it relates to Rabies Control. Sheriff's Animal Control Officers possess the authority as outlined in §7.28.010 / .020 of the City of Vallejo Municipal Code. No provisions of this agreement are intended to conflict or modify any rabies control agreement(s) with the County.

Shelter Services/HSNB Relationship

The City agrees that Sheriff's Animal Control is not responsible for providing an animal shelter; such service is already being provided by Memorandum of Understanding on Provisions of Animal Care Services dated December 30, 2012 with Solano County. Additional process related protocols will be discussed and mutually agreed upon by all three parties.

1. No provisions of this agreement are intended to conflict or modify any shelter agreement(s) with the County.
2. Sheriff's Animal Control understands the importance of having animal shelter services in the community, and understands that the City of Vallejo intends to maintain a business relationship with HSNB for such services.
3. Sheriff's Animal Control will make all reasonable efforts to maintain a working relationship with the HSNB. Sheriff's Animal Control shall attempt to deliver all impounded animals from the City of Vallejo to HSNB for the temporary hold periods, and may attempt to deliver all impounded animals from unincorporated Vallejo to HSNB for the temporary hold periods.
4. HSNB will work in partnership with Sheriff's Animal Control in avoiding animal destruction, reducing City of Vallejo shelter expenses, and promoting adoption of Vallejo animals.
5. Sheriff's Animal Control shall take all animals not accepted by HSNB or beyond the maximum capacity of HSNB directly to the Solano County Animal Care Facility in Fairfield.
 - a. HSNB will provide 20 restricted Animal Control kennels and 18 Animal Control cat cages located in the Cat Cottage for the legally required holding periods as identified in Attachment 1 of Exhibit B.

6. After the minimum holding period of three normal business days for all impounded and surrendered animals, at its discretion, HSNB may keep animals it considers adoptable. Sheriff's Animal Control shall take possession of any impounded or surrendered animals that HSNB has chosen not to accept and deliver animals to the Solano County Animal Care Facility. Impounded and surrendered animals will not be held longer than ten calendar days at HSNB.
7. All animals will receive the required vaccines (DA2PP, Bortadella, FVRCP, etc.) upon intake.
- a. Sheriff's Animal Control will vaccinate animals upon intake when obtained.
 - b. Animals surrendered or dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo will be vaccinated upon intake by HSNB.
 - i. Sheriff's Animal Control will provide vaccines to HSNB for use on City of Vallejo and Unincorporated Vallejo animals.
 - c. Of the owner surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines.
 - d. HSNB will provide space and refrigeration for all vaccines.
8. It is Sheriff's Animal Control expectation that HSNB shall work in partnership and cooperation with Sheriff's Animal Control to observe behaviors and maintain records of cases that require any enforcement action or animal abuse investigation.
9. Sheriff's Animal Control shall provide reasonable animal transport for the City's stray and surrendered from HSNB to the County shelter during normal business hours at no cost to HSNB or the City of Vallejo. HSNB shall be responsible for costs associated with surrender of its animals to the Solano County Animal Care Facility.
- a. Sheriff's Animal Control and HSNB will establish a routine and mutually agreed upon transport schedule that satisfies the needs of both parties while also conserving gas, and reducing vehicle wear and tear.
10. Sheriff's Animal Control shall provide emergency animal transport services during normal business hours for any injured City of Vallejo animal. The cost of such treatment shall be paid by the City of Vallejo in accordance with the standards set by Sheriff's Animal Control, including the collection of fees from an animal's owner. Sheriff's Animal Control will select the facility including the county shelter. Any animals, upon completion of such care or requiring ongoing care, from an outside veterinarian will be taken directly to the Solano County Animal Care Facility.
- a. Sheriff's Animal Control will endeavor to respond to HSNB to retrieve surrendered and/or abandoned City of Vallejo animals requiring immediate medical care within thirty minutes, and not more than one hour. Sheriff's Animal Control may direct HSNB to a local veterinarian or the County Facility if an officer cannot respond within the allotted timeframe.
 - i. HSNB will be responsible for transferring all records as they pertain to each animal, including but not limited to the address and driver's license number of individuals surrendering animals, and in the case of stray animals, the address in which the animal was obtained.
 - b. Sheriff's Animal Control will partner with local veterinarians for the purpose of providing emergency medical care in the times a veterinarian is not present at the Solano County Animal Care Facility. Sheriff's Animal Control maintains the authority to authorize a Veterinarian partner to provide treatment to animals without an identified owner in an amount not to exceed \$200.00 per incident. Animals requiring treatment beyond this identified cap will be handled on an individual basis in coordination between

Sheriff's Animal Control and the City representative.

c. All animals that require treatment under HSNB once HSNB has assumed ownership/responsibility after the legally mandated holding period shall be the responsibility of HSNB alone.

11. Any animal surrender fees collected by HSNB for animals that are later transported to the Solano County Animal Care Facility shall be paid to the Solano County Animal Care Facility.

Equipment/Training/Facilities

As defined in the budget narrative, the Sheriff's Office shall be responsible for providing and maintaining all equipment and training for Animal Control Officers required to perform the services under this agreement.

1. The City agrees to transfer ownership of three (3) City owned animal control vehicles in possession of HSNB for a one-time transfer fee of one dollar per vehicle.

a. Should the agreement dissolve during the working life of these vehicles or an animal control vehicle the City has directly funded, Sheriff's Animal Control will reimburse the City the fair market value of each vehicle or return the vehicle to the City for a one-time transfer fee of one dollar per vehicle.

2. The Sheriff's Office will provide vehicles, maintenance of vehicles, uniforms, equipment, training, and any other reasonable tools, services, or objects necessary to perform the services under this Agreement.

3. The Sheriff's Office will facilitate training to include trade seminars, basic and advanced officer training, along with any legally mandated training requirements to ensure Animal Control Officers meet or exceed industry standards to perform the duties related to Animal Control.

4. HSNB will identify and provide Sheriff's Animal Control a safe and secure space to set-up an office and to store vehicles, weapons, supplies and equipment free of charge to the County. If HSNB is not able, the City will identify and provide a safe and secure location for storage free of charge.

Public Billing/Fee Collection

The City agrees and acknowledges that the County shall retain all rights to collect fees for services as authorized by City or County ordinance and by state or federal law. Sheriff's Animal Control may charge the animal owners for the cost of services. Some of these fees include, but are not limited to, are:

- a. Services outside the scope of this contract.
- b. Fees as authorized by §7.16.050 of the City of Vallejo Municipal Code
- c. Fees as authorized by the County Board of Supervisors
- d. Any other fee as authorized by State or Federal Law

Fees collected by HSNB for animals that are not transferred to the Solano County Animal Care Facility are excluded from this provision.

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control

and HSNB will be processed on a quarterly schedule.

GENERAL IMPLEMENTATION SCHEDULE

First Year At-a-Glance

0 - 3 Months	Deploy Animal Control Services; Conduct an assessment of operations, facilities, inventory and personnel; Meet with City Administration to establish management structure, operational procedures, communication channels, and a shared vision;
3 Months – Continuous	Conduct ACO Recruitments, if needed; Transition facilities, equipment and operations;
6 – 9 Months	All parties meet to evaluate first 6 months and discuss necessary adjustments; Integration of systems, networks and data; Integration of Sheriff's Policies and Procedures; Establish a process for continuous improvement; and,
12+ Months	All parties meet annually to evaluate service levels and contract cost, and amend as necessary.

Attachment 2 to Exhibit A

THE HUMANE SOCIETY OF THE NORTH BAY

The Humane Society of the North Bay ("HSNB") (formerly the Benicia Vallejo Humane Society) is a private, non-profit organization whose mission is providing animals in need of medical care, and nourishment; protecting animals from cruelty, neglect, and carelessness; and educating the public about animal welfare, overpopulation, and humane alternatives. This mission clearly is compatible with the need for effective and fiscally responsible animal control services for the citizens of the City of Vallejo ("City").

HSNB believes it is crucial to maintain a positive and supportive relationship with the City and Sheriff's Animal Control, so that the community has a local facility for community members to recover missing animals, adopt new pets, and to access to other humane animal services – without traveling to the County Facility in Fairfield.

HSNB will supplement the Solano County Sheriff's Office Animal Control and include the following:

HSNB Services Provided to the Community

- Adoptions – on-site and through mobile adoption events
- Foster programs (decreasing the number of animals going to the County Facility)
- Reuniting lost/found animals with their owners
- Low-cost spay/neuter and other affordable opportunities
- Microchipping
- Dog licensing
- Public education
- Other community services (i.e. new owner dog training, neonatal kitten care, etc.)
- Community Cat Program (Trap/Neuter/Return)

Hours of Operation

- The HSNB facility will be open to the public for a minimum of six (6) hours per day, and five (5) days per week.
- The HSNB facility will be closed to the public on the following Holidays:
 - New Year's Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

Animal Control Holds/Impounded Animals

HSNB will continue to provide humane animal services to the community, including intake of all owner-surrendered animals.

1. Sheriff's Animal Control will deliver all impounded City and unincorporated Vallejo animals to HSNB for the legally required holding periods with the exception of those animals requiring immediate medical attention as identified in Attachment 1 of Exhibit A, incorporated by reference, pursuant to Penal Code §597(f). Animals requiring immediate medical care will be

delivered to the Solano County Animal Care Facility.

2. In the event an animal requiring immediate medical care is surrendered and/or delivered directly to HSNB while staff are present, Sheriff's Animal Control will be contacted immediately. HSNB will provide impounded animals with appropriate medications as necessary. HSNB will not be responsible for the cost of medical care needed by animals brought to HSNB by Sheriff's Animal Control or animals surrendered to HSNB by Vallejo residents and animals found within the City of Vallejo.

3. The HSNB will create and maintain appropriate records for each animal, including but not limited to the address and driver's license number of the individual surrendering an animal, and in the case of stray animals, the address or location/cross streets where the animal was obtained.

4. HSNB shall provide care for the dogs in the 20 restricted Animal Control kennels and the 18 Animal Control cat cages located in the Cat Cottage for the legally required holding periods. Animals will be fed twice per day and kennels and cages will be cleaned twice per day.

5. All animals will receive the required vaccines (DA2PP, Bordetella, FVRCP, etc.) upon intake.

- a. Sheriff's Animal Control will vaccinate animals upon intake when obtained.
- b. Animals surrendered or dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo will be vaccinated upon intake by HSNB.
 - i. Sheriff's Animal Control will provide vaccines to HSNB for use on City of Vallejo and Unincorporated Vallejo animals.
- c. Of the owner surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines.
- d. HSNB will provide space and refrigeration for all vaccines.

6. Animals under HSNB ownership/responsibility will not be released for adoption or be returned to their owners without the required vaccinations (DA2PP, Bordetella, FVRCP, etc.). Additionally, dogs will not be released without the required rabies vaccination and a current license.

7. The HSNB will provide flea control on all animals brought or surrendered to the HSNB. City will bear the cost of flea treatment for all City of Vallejo and Unincorporated Vallejo animals.

8. During the period animals are at the HSNB facility, the HSNB may conduct temperament and behavior evaluations on all animals as potential adoption candidates. After the mandatory holding periods expire, HSNB maintains first right to pull any animal and place it into HSNB ownership/responsibility pending HSNB's shelter and foster capacity. HSNB can also choose to release any impounded animal to Sheriff's Animal Control to deliver to the Solano County Animal Care Facility.

- a. Impounded animals will not be held at HSNB longer than ten calendar days at HSNB.

9. HSNB will be responsible for the care and cost of any non-City or Unincorporated Vallejo animal, including but not limited to those animals obtained through contracts with Valero Refinery in Benicia.

- a. HSNB will maintain records to track the origin of all animals surrendered or dropped at the shelter to maintain financial accountability should those animals be transported to the Solano County Animal Care Facility.

Solano County Sheriff's Office Relationship

Process related protocols will be discussed and mutually agreed upon by all three parties.

1. HSNB will allow the Sheriff's Animal Control 24-hour access to a safe and secure location for Sheriff's Animal Control to deliver impounded animals, store vehicles, weapons, supplies and equipment free of charge to the County in a restricted section of the HSNB-leased facility.
2. Fees collected by the HSNB for animal surrenders will be kept by the HSNB for all animals the HSNB pulls into the HSNB program. Any fees collected by the HSNB for animal surrenders for animals not kept by HSNB shall be paid to the Solano County Animal Care Facility.
3. The HSNB retains the right to determine where Sheriff's Animal Control enters and exits the facility to drop off animals.

HSNB City-owned Property

City and HSNB will discuss the feasibility of a long-term lease for the property on which HSNB currently operates. The HSNB recognizes that this area is in a former Redevelopment area and that all long-term leases must be approved by the State of California. The HSNB also understands that this process can take quite some time.

In the meantime, as has been the agreement between the HSNB and the City, the HSNB will continue to pay the City \$1 per year for the lease of the property, until a new lease agreement is executed. As a condition of the lease, a non-voting City Council liaison, or designee, may attend all board meeting on behalf of the City.

This lease is now in exchange for the identified "public benefit," defined as follows:

- Adopt or foster out a minimum of 500 animals per year
- Reunite lost/found animals with their owners
- Provide low-cost spay/neuter and other affordable opportunities to the Vallejo community
- Provide microchipping to 500 animals per year
- Process a minimum of 250 dog licenses per year
- Provide a minimum of 12 public education opportunities per year (i.e. new owner dog training, neonatal kitten care, etc.)
- Will develop Community Cat Program (Trap/Neuter/Return)

Failure to meet these requirements may result in an increase or adjustment of rent paid by HSNB to the City or the termination of said lease. HSNB will provide monthly reports to the City during the first year of this Agreement, and quarterly reports thereafter. These reports shall include numerical data to date toward achieving the above listed "public benefit goals." Each HSNB report shall include, but not be limited to:

- Intake (Animal Control, Owner Surrender, etc.) and outcome of animals (Adoption, County Transfer, RTO, Foster, etc.)
- Low-cost spay/neuter and other affordable opportunities provided to the Vallejo community

- Number of animals microchipped
- Number of dog licenses processed
- Number of public education events conducted or participated in
- Number of cats processed through the Community Cat program (Trap/Neuter/Return), once established

Transparency

HSNB will accurately and legibly maintain all animal records and documents (Animal Control Services). HSNB understands that the California Public Records Act or other applicable law may compel the disclosure or production of records relating to this Agreement. Upon reasonable request by the City, HSNB will allow City representatives access to HSNB records and documents (i.e. financial, animal, etc.) for any lawful purpose, including compliance with the California Public Records Act or any applicable law. Personnel records, attorney/client privileged documents and any other exempted material will not be disclosed to any requestor, unless disclosure of this information is compelled or warranted by law. In the event a request for HSNB records is received by the City, City will promptly notify HSNB of the receipt of the request in order to afford HSNB with an opportunity to oppose disclosure. Any opposition to the disclosure must be in writing, articulating a legal basis for nondisclosure. The City attorney will consider the basis for any such opposition prior to reviewing or issuing the City's timely response to the request for production of records.

Fee Processing

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control and HSNB will be processed on a quarterly schedule.

EXHIBIT B

COMPENSATION

1. Service Providers Compensation.

City agrees to pay Service Providers for those services set forth in Exhibit A of this Agreement and for all authorized expenses, in monthly installments not to exceed the identified costs as outlined below:

- For the remaining portion of Fiscal Year 2014-15, February 1 through June 30, 2015, three hundred thirty-eight thousand six hundred seventy-two dollars (\$338,672) to the County of Solano; and
- Annually, one hundred thirty five thousand dollars (\$135,000) to the Humane Society of the North Bay.

a. Additional Services:

i. Additional Services are those services related to the Scope of Work of Service Providers as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Service Providers to perform the Additional Services.

ii. Service Providers' compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Service Providers, compensation to Service Providers shall not exceed the fixed fee amount.

2. Payments to Service Providers.

a. Payments to Service Providers shall be made within a reasonable time after receipt of Service Providers' invoices, the payments to be made in proportion to services performed. Service Providers may request payment on a monthly basis. Service Providers shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

b. All invoices submitted by Service Providers shall contain the following information:

- i. Description of services billed under this invoice
- ii. Date of Invoice Issuance
- iii. Sequential Invoice Number
- iv. Social Security Number or Taxpayer Identification Number
- v. Amount of this Invoice
- vi. Total Billed to Date

c. Billings that do not conform to the format outlined above shall be returned to Service Providers for correction. The City shall not be responsible for delays in payment

to Service Providers resulting from Service Provider's failure to comply with the invoice format described above.

d. Request for payment shall be sent to:

Joanna Altman
Administrative Analyst II
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590

3. Accounting Records of Service Providers.

Service Providers shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Service Providers' direct salary costs for all Services and Additional Services performed under this Agreement and records of Service Providers' Reimbursable Expenses, in accordance with generally accepted accounting practices. Service Providers shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Service Providers under this section shall survive this Agreement.

4. Taxes.

Service Providers shall pay, when and as due, any and all taxes incurred as a result of Service Providers' compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

5. Taxpayer Identification Number. Service Providers shall provide City with Service Providers complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

Attachment 1 to Exhibit B

SOLANO COUNTY SHERIFF'S ANIMAL CONTROL UNIT

The total deployment cost for animal control services is \$338,672 for the first year of service (February 1 through June 30). Animal control service costs will be evaluated and renewed annually and are determined by the Solano County Auditor-Controller, Risk Assessment, employee COLA's, or as service levels change. No additional charges are incurred by the City unless specifically contracted and agreed upon. Other requests for service will be determined as requests are received.

Sheriff's Animal Control will invoice the City monthly for emergency medical costs incurred at local Veterinarian facilities only. At the six-month meeting, Sheriff's Animal Control and the City will review the projected costs of the program and recommend revisions as necessary.

SOLANO COUNTY SHERIFF - ANIMAL CONTROL		
	FY2014/15	Estimated Annualized Cost for Subsequent Years
	2/1/15-6/30/15	
PERSONNEL SERVICES		
(3) Animal Control Officers	\$ 119,888	\$ 249,616
(1) Animal Control Supervisor	\$ 18,182	\$ 40,000
Overtime	\$ 30,643	\$ 36,531
Extra Help Officers	\$ 13,281	\$ 27,358
Standby	\$ 811	\$ 18,923
Answering Service	\$ 2,500	\$ 6,120
SUBTOTAL PERSONNEL SERVICES	\$ 185,305	\$ 378,548
SERVICE SUPPLIES		
Clothing and Personal Equipment	\$ 8,100	\$ 3,800
Emergency Medical Services (Non-County Facility)	\$ 12,000	\$ 24,000
Office Workstation and Supplies	\$ 9,849	\$ 4,503
SUBTOTAL SERVICE SUPPLIES	\$ 29,949	\$ 32,303
SERVICE VEHICLES		
(3) ACO Vehicles and Fuel	\$ 74,750	\$ 59,400
Vehicle Technology	\$ 17,880	\$ 2,938
SUBTOTAL SERVICE VEHICLES	\$ 92,630	\$ 62,338
DEPARTMENT ADMINISTRATIVE OVERHEAD	\$ 30,788	\$ 47,319
TOTAL PROJECTED EXPENSES	\$ 338,672	\$ 520,508

Personnel Services

- (3) Full-time Weighted (Salary and Benefits) Animal Control Officers, Step 3
- (1) 0.3 weighted (Salary and Benefits) Animal Control Supervisor, Step 4
- Overtime to support five callouts/month & vacation/sick leave relief for (3) Animal Control Officers
- A Part-time (50%) Animal Control Officer
- Standby Compensation for non-business hours, weekends and holidays
- Monthly Answering Service for non-business hours, weekends and holidays

Service Supplies

- \$950 Annual Clothing/Uniform Allowance and \$1,075 one-time startup gear (vest and weapon)
- Emergency medical services for animals taken to non-County facilities. Costs exceeding \$24,000 are fully reimbursed by the City of Vallejo in an amount not to exceed \$36,000. If costs are estimated to exceed \$36,000, City and Sheriff's Animal Control shall amend this Agreement.
- A workstation and office supplies for the ACO workspace

Service Vehicles

- Annual cost for lease, fuel and nominal maintenance for three vehicles
- Purchase of one new vehicle in the first year
- Tablet & Installation for (3) ACO vehicles & annual service fee to access Chameleon, or comparable software, for each vehicle

Attachment 2 to Exhibit B

HUMANE SOCIETY OF THE NORTH BAY

In agreeing to the above, the City will pay the HSNB approximately \$135,000 per year for providing humane services that supplement the Solano County Sheriff's Animal Control Unit as identified within this agreement.

Supplies & Services	Proposal
Kennel cleaning supplies	\$ 4,084
Cat litter/boxes	\$ 1,790
FelV/FIV test kits	\$ 5,750
Flea control	\$ 10,000
Pet food	\$ 29,752
Kennel supplies & repairs	\$ 1,654
Copier lease/maintenance	\$ 1,067
Office supplies	\$ 516
Facilities maintenance/repairs	\$ 1,037
Alarm service	\$ 222
Phone/Internet	\$ 1,285
Utilities	\$ 13,436
Liability Insurance	\$ 3,244
Total Supplies & Services	\$ 73,837
Program Management & operations (indirect costs)	Proposal
Kennel cleaning, animal care/feeding, customer service	\$ 41,870
Program management, taxes, insurance, licenses	\$ 19,293
Total program management & operations (indirect costs)	\$ 61,163
TOTAL COSTS	\$ 135,000

EXHIBIT C

INSURANCE REQUIREMENTS

Service Providers shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Service Providers, their agents, representatives, or employees or subcontractors.

1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- a. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- b. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Professional Liability insurance appropriate to the Service Provider's profession (Errors and Omission).

2. **Minimum Limits of Insurance**

Service Providers shall maintain limits no less than:

- a. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Service Providers are not subject to California Workers' Compensation requirements, Service Providers shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.
- d. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per occurrence, and annual aggregate.

3. **Deductible and Self-Insured Retention**

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Service Providers shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

- a.** The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Service Providers; products and completed operations of the Service Providers; premises owned, occupied or used by the Service Providers; or automobiles owned, leased hired or borrowed by the Service Providers. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
- b.** For any claims related to this project, the Service Providers' insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Service Providers' insurance and shall not contribute with it.
- c.** Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- d.** The Service Providers' insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Service Providers performance under this Agreement.

5. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage

Service Providers shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subcontractors

Service Providers shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. Payment Withhold

City will withhold payments to Service Providers if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Service Providers otherwise cease to be insured as required herein.

**FIRST AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This First Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), dated for reference on January 13, 2015 and entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and the Humane Society of the North Bay ("HSNB"), is made and on this thirtieth day of June, 2017. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

The Parties do mutually agree as follows:

- 1. Replacement of Exhibit A.** Exhibit A to the Agreement and any and all Attachments, is amended and replaced, in its entirety, by Exhibit A as attached hereto, including Attachment 1 and Attachment 2.
- 2. Replacement of Attachments 1 and 2 to Exhibit B.** The Payment Schedule, Attachment 1 to Exhibit B and Attachment 2 to Exhibit B to the Agreement, is amended and replaced in its entirety with Attachment 1 to Exhibit B and Attachment 2 to Exhibit B, as attached.
- 3. Revised Term of the Agreement.** The Agreement term is currently scheduled to expire on June 30, 2017. As of the date of this First Amendment, the term of the Agreement is extended to and shall expire on June 30, 2020.
- 4. Integration.** This Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Parties shall perform all duties, obligations and conditions required under the Agreement.
- 5. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.
- 6. Ambiguities.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be

construed against either party.

7. **Counterparts.** This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

8. **Authority.** The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

THE COUNTY OF SOLANO, a political subdivision of the State of California by and through the Sheriff's Office

By: Birgitta E. Corsello
Birgitta E. Corsello
County Administrator

CITY OF VALLEJO,
a municipal corporation

By: Daniel E. Keen
Daniel E. Keen
City Manager

DATE: 6/29/17

DATE: 6-20-17

APPROVED AS TO FORM

Am. Bonting
County Counsel

ATTEST:

By: Dawn Abrahamson
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

For Thomas A. Ferrara
Thomas A. Ferrara
Sheriff - Coroner

APPROVED AS TO CONTENT:

Joanna Altman
Joanna Altman
Assistant to the City Manager

HUMANE SOCIETY OF THE NORTH BAY, a 501(c)3 private non-profit corporation

By: Stephanie Gomes
Stephanie Gomes
President

APPROVED AS TO FORM AND INSURANCE

Claudia Quintana
Claudia Quintana
City Attorney

DATE: 6/16/17

(City Seal)

Vallejo Business License No.

(County Seal)

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Joanna Altman
Assistant to the City Manager
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
(707) 648-4362 (phone)
(707) 648-4426 (fax)
joanna.altman@cityofvallejo.net

The SAC Representative for this Agreement is:

Thomas A. Ferrara
Sheriff - Coroner
Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533
(707) 784-7000 (phone)

The HSNB Representative for this Agreement is:

Stephanie Gomes
President
Humane Society of the North Bay
1121 Sonoma Boulevard
Vallejo, CA 94590
(707) 853-2801 (phone)
(707) 645-7909 (fax)
sgomes@hsnb.org

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Service Providers Representatives and City's Representative.

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 and 2 of Exhibit A, attached and incorporated by this reference.

Attachment 1 to Exhibit A

ANIMAL CONTROL KEY DELIVERABLES

The provision of services by the Solano County Sheriff's Office – Animal Control Unit to the City of Vallejo for animal control services will be provided in accordance with the following specifications:

1. The Sheriff's Animal Control shall maintain on staff at least three (3) individuals who shall meet all the requirements set forth in Penal Code § 830.9, §7(a) of the Food and Agriculture Code, and Solano County Code Chapter 4-33. These Animal Control Officers, employed by the Sheriff's Office, shall issue citations, make arrests, serve warrants, and conduct criminal investigations.

2. The City agrees to appoint the Sheriff of Solano County as the Animal Control Director as outlined in the City of Vallejo Municipal Code ("VMC") §7.12.010.

3. Normal business hours for the Sheriff's Animal Control Unit are 6:00 a.m. to 7:00 p.m., Monday through Friday, and eleven hours with staggered times depending upon the season and as approved by both Sheriff's Animal Control and the City, Saturday and Sunday, excluding County recognized holidays. Sheriff's Animal Control shall provide the following minimum staffing to the City of Vallejo:

a. Two (2) Animal Control Officers on duty in the City of Vallejo Monday through Thursday for twelve and one half hours per day, and on Friday for eleven hours per day. Each officer will have a one-hour unpaid lunch break per scheduled shift. Shifts shall be staggered so that one officer is present in Vallejo during the normal business hours.

b. One (1) Animal Control Officer on duty in the City of Vallejo Saturday and Sunday for eleven hours per day. The officer will have a one-hour unpaid lunch break per scheduled shift.

c. At least one (1) Animal Control Officer on-call during non-scheduled hours seven (7) days per week and during County recognized holidays, as published annually by the Solano County Board of Supervisors.

d. With written approval of the City Manager, the Sheriff's Office may adjust the "normal" business hours.

e. Sheriff's Animal Control shall notice the City Manager, or designee, if the Sheriff's Office expects to have less than required staff on duty for more than two consecutive days for occasions of unexpected illness or unforeseen business necessity, as required to attend training, trade seminars, or to fulfill other legally mandated requirements from the State, County, or the City of Vallejo.

f. The Sheriff's Office may, at its discretion, move available resources as needed to other areas for mutual aid assistance at the request of other jurisdictions. The Sheriff's Office shall submit to City the purpose and length of time resources were redirected.

4. The Sheriff's Animal Control shall provide the following services within the response time set forth:

a. During normal business hours, Sheriff's Animal Control will respond to calls for animals running loose, seriously injured animals, vicious animals or animals endangering human life or safety, animal nuisance complaints, and abused or neglected animals within one hour of call received.

- i. In accordance with Penal Code §597, Sheriff's Animal Control may administer field euthanasia.
 - b. During holidays and after-hours, Sheriff's Animal Control will respond within two, but no more than three hours, to confirmed reports of vicious animals or animals endangering human life or safety.
 - c. Calls for service from animal owners who wish to surrender their animal(s) for adoption or destruction and who do not have transportation to the Shelter shall be handled within twenty-four (24) business hours (Monday-Friday, excluding holidays). Animals surrendered by owners in the field will be transported directly to the Solano County Animal Care Facility. Sheriff's Animal Control will adhere to the Solano County process for field surrenders and may charge Vallejo residents according to the County Fee Schedule (i.e., pick-up, surrender, disposal, etc.). Sheriff's Animal Control will invoice Vallejo residents directly for this service and will retain revenues that will offset the Solano County Animal Shelter expense.
 - d. The Sheriff's Office reserves the right to utilize other Sheriff's Office resources to handle or validate a call for service prior to dispatching a Sheriff's Animal Control Officer after hours, during times of staffing shortages, or during high volume of calls for service.
5. The Sheriff's Animal Control shall enforce all infraction and misdemeanor provisions of Federal, State, and local laws to include, but not limited to, the Penal Code, Health & Safety Code, Fish & Game Code, Code of Regulations of California, Chapter 4 of the County Ordinances, and Title 7 of the City of Vallejo Municipal Code as they relate to domestic animals within the City of Vallejo. Such enforcement shall include issuing citations, making arrests, and impounding animals.
 - a. The Vallejo Police Department (VPD) is responsible for investigating serious felony animal cruelty cases in their jurisdiction. If a Sheriff's Animal Control Officer determines a case may be a felony animal cruelty crime, they will request VPD to respond and assume the criminal investigation.
 - b. If VPD disagrees with the determination, the Sheriff's Animal Control Supervisor will be notified and he/she will assist in determining the lead agency.
 - c. VPD may request the Sheriff's Office retain serious animal cruelty cases and such cost outside the normal scope of this agreement shall be charged to the City (i.e. overtime, specialists, supplies and/or investigators). The VPD Watch Commander is authorized to make this request.
6. The service area of this Agreement shall include incorporated areas of the City of Vallejo where the City has primary law enforcement jurisdiction, to include parts of Mare Island and excluding places such as California Maritime Academy.
 - a. Sheriff's Animal Control shall patrol and provide services as described within this agreement and scope of work to the Mare Island Community Facility District (CFD) totaling a maximum of approximately 30 hours per month. Sheriff's Animal Control will track the total number of hours spent patrolling and servicing the Mare Island CFD and submit a monthly report to the City.
 - b. Sheriff's Animal Control will identify a tracking method that captures the total calls for service and amount of time spent within the boundaries of the CFD. A formal memorandum identifying the best method will be provided to the City Manager within 90 days of the original contract date.
7. Sheriff's Animal Control shall undertake and maintain direct patrol of neighborhoods for

unlawful stray animals and other violations of laws concerning animals.

8. Sheriff's Animal Control shall cooperate with the Solano County District Attorney's Office, County Counsel, the City of Vallejo, the City's Attorney's Office, Vallejo Police Department, Fish and Wildlife, and other law enforcement agencies in investigating and prosecuting animal law violations.

9. When law enforcement assistance is needed for Sheriff's Animal Control, Vallejo Police Department shall be the primary law enforcement agency for response within the City of Vallejo.

10. The Sheriff's Office will accurately and legibly maintain all documentation and shall be the official repository for all documentation including but not limited to reports, records, case files, citations, and/or other criminal and administrative process completed by the Sheriff's Animal Control. The Sheriff's Office shall provide monthly reports to City in the first year of contract and quarterly for each year thereafter. Within each report, Sheriff's Animal Control will include the following:

- a. Intake (Stray, Owner Surrender, etc.) and identify the location (address, cross streets) by which an animal was obtained.
- b. Transfer information identifying which animals were obtained within the City of Vallejo jurisdiction, County-unincorporated jurisdiction, HSNB or other.
- c. Calls for service received and responded to, grouped by types of call (e.g. animal running loose, dangerous animal, complaints, etc.)
- d. An accounting for on-duty and on-call Animal Control Officer hours (e.g. total normal and overtime hours per month, total number of hours on-call, etc.).
- e. A spreadsheet identifying the animal, date and total invoice amount for each Vallejo animal receiving emergency medical care.

11. Sheriff's Animal Control shall be responsible for enforcing the Dangerous Dog Ordinance, VMC §7.37. This shall include, but is not limited to, notifying participants of hearings, acting as the city's representative during hearings and enforcing the registration requirements of the ordinance.

12. Sheriff's Animal Control shall be responsible for enforcing and administering the field work of the Animal Nuisance ordinances as outlined in VMC §7.36.

13. Sheriff's Animal Control shall review all reported animal bite cases to ensure no violations of City ordinance exist, and/or to make a determination if dangerous dog or animal nuisance proceedings are appropriate.

14. Sheriff's Animal Control shall conduct facility inspections for Kennel Licenses as outlined in VMC §7.32.030 along with random inspections to ensure compliance with VMC §7.32.

15. Sheriff's Animal Control shall conduct facility inspections for exotic animal registration as outlined in VMC §7.12.130 as required by the City.

16. Sheriff's Animal Control shall provide trapping services for feral domestic animals on public property when overpopulation affects the health and welfare of the public. HSNB will be afforded an opportunity to create a Community Cat Program in the area as an alternate approach. In the event the risk of health and safety to the public becomes a reality, trapping and

other measures will be utilized. This service may be provided on private property at the expense of the property owner as governed and/or based on the currently adopted Solano County fee schedule for ACO(s) hourly rate(s).

17. Sheriff's Animal Control shall maintain a twenty-four (24) hour telephone number for calls for service. During normal business hours, Sheriff's Animal Control will be available to receive direct calls for service from the public in an effort to obtain an instant response to inquiries. The Sheriff's Office shall be responsible for dispatching all calls for service.

Services Outside the Scope of Agreement

1. Animal carcass removal from public roads, buildings, or property to include properties outlined in §7.12.130 of the City of Vallejo Municipal Code shall be conducted under the City's contract with the local garbage company to include compliance with Streets and Highway Code §91.8 (S&HC).

2. The City shall retain the administrative process over exotic animal registration services as outlined §7.12.140 of the City of Vallejo Municipal Code.

3. The City shall retain the administrative process over the Kennel License process as outlined in Chapter 7 of the City of Vallejo Municipal Code as it relates to issuance, monitoring, or collecting fees for such licenses.

4. The City shall retain administrative process over the Dangerous Dog proceedings, to include the appointment of the Hearing Officer, as outlined in VMC §7.37.010(H). Sheriff's Animal Care shall receive written documentation of each step of the process from the City for records; i.e. copies of notices, services, outcome, and/or imposed conditions.

5. Sheriff's Animal Control shall not provide urban or wildlife trapping for the purposes of population control.

6. Rabies Control is not part of this agreement, as this service is conducted by the designated Public Health Officer (Sheriff's Animal Control) outside of this agreement. The City acknowledges that Sheriff's Animal Control Officers are also Public Health Officers as it relates to Rabies Control. Sheriff's Animal Control Officers possess the authority as outlined in §7.28.010 / .020 of the City of Vallejo Municipal Code. No provisions of this agreement are intended to conflict or modify any rabies control agreement(s) with the County.

Animal Control/HSNB Relationship

The City agrees that Sheriff's Animal Control is not responsible for providing an animal shelter; such service is already being provided by Memorandum of Understanding on Provisions of Animal Care Services dated December 30, 2012 with Solano County and by Agreement with HSNB. Additional process related protocols will be discussed and mutually agreed upon by all three parties.

1. No provisions of this agreement are intended to conflict or modify any shelter agreement(s) with the County, unless otherwise stated.
2. Sheriff's Animal Control understands the importance of having animal shelter services in the community, and understands that the City of Vallejo will maintain a business relationship with HSNB for such services.
3. Sheriff's Animal Control will make all reasonable efforts to maintain a positive working relationship with the HSNB. Sheriff's Animal Control shall deliver all impounded animals from the City of Vallejo to HSNB for the temporary hold periods, and shall deliver all impounded animals from unincorporated Vallejo to HSNB for the temporary hold periods.
 - a. Specific information about each impounded animal shall be entered electronically via the shelter management software or form as approved in this agreement or via mutual agreement of the three parties during both normal business and non-scheduled hours.
4. HSNB will allow the Sheriff's Animal Control 24-hour access to a safe and secure location for Sheriff's Animal Control to deliver impounded animals, store vehicles, vaccines, supplies and equipment free of charge to the County in a restricted section of the HSNB-leased facility.
5. Fees collected by the HSNB for owner surrenders will be kept by the HSNB for all animals the HSNB brings into the HSNB program.
6. The HSNB retains the right to determine where Sheriff's Animal Control enters and exits the facility to drop off animals.
 - a. Sheriff's Animal Control will pay for equipment needed by Sheriff's Animal Control to access HSNB facilities (i.e. keys or remote control units for the gate).
7. HSNB will work in partnership with Sheriff's Animal Control in avoiding animal destruction, reducing City of Vallejo sheltering expenses, and promoting adoption of Vallejo animals.
8. Sheriff's Animal Control shall take all animals not accepted by HSNB or beyond the maximum capacity of HSNB directly to the Solano County Animal Care Facility in Fairfield.
 - a. HSNB will provide 20 restricted Animal Control kennels and 18 Animal Control cat cages for the legally required holding periods or up to 10 days.
 - b. Sheriff's Animal Control or field representatives will adhere to proper intake protocols (e.g. documentation, photographs and vaccination of animals upon intake, procedures that prevent the spread of disease, etc.)
9. Sheriff's Animal Control will take animals impounded during criminal disputes, investigations or other law enforcement actions directly to the Solano County Animal Care Facility in Fairfield in order to protect HSNB staff, property and animals. Sheriff's Animal Control shall make a good faith attempt to inform the animals' owners of the location of the impounded animal.
10. After the minimum holding period of three normal business days or up to 10 days for all

impounded and surrendered animals, at its discretion, HSNB may keep animals it considers adoptable. Animals deemed adoptable by HSNB shall be relocated to "non-animal control" kennels and cages. Sheriff's Animal Control shall take possession of any impounded or surrendered animals that HSNB has chosen not to accept and deliver animals to the Solano County Animal Care Facility. HSNB will maintain a minimum of four open dog kennels and cat cages for incoming animals for impound. Unless an animal has an injury or disease, HSNB shall not hold impounded animals longer than ten calendar days.

11. All animals will receive the following required vaccines immediately upon intake: modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines.

a. Representatives of the Solano County Sheriff's Office will place animals in pre-designated kennels during non-business hours.

b. If Sheriff's Animal Control cannot vaccinate and intake these animals as soon as possible, HSNB will do so. Sheriff's Animal Control will be responsible for the cost of the vaccines.

c. Sheriff's Animal Control shall submit a quarterly report to HSNB identifying the animals brought in by representatives of the Solano County Sheriff's Office and placed in the temporary off hours holding kennels, including whether vaccines were provided or not; if vaccines were not provided, Sheriff's Animal Control shall reimburse HSNB for the cost of the vaccines and shall remit payment within 15 days of the quarter's end for vaccine costs incurred in the previous quarter.

d. Animals surrendered or dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo will be vaccinated upon intake by HSNB before placing in HSNB kennels/cages.

e. Rabies vaccinations will be lawfully administered as soon as possible following intake.

f. Of the owner-surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines if supplied by Sheriff's Animal Control.

g. If Sheriff's Animal Control uses HSNB vaccines, Sheriff's Animal Control will reimburse HSNB for the cost of the vaccines.

h. HSNB will provide space for refrigeration for all vaccines.

12. It is Sheriff's Animal Control expectation that HSNB shall work in partnership and cooperation with Sheriff's Animal Control to observe behaviors and maintain records of cases that require any enforcement action or animal abuse investigation.

13. Sheriff's Animal Control shall provide reasonable animal transport for the City's stray and surrendered animals from HSNB to the County shelter during normal business hours at no additional cost to HSNB or the City of Vallejo. HSNB shall be responsible for costs associated with surrender of its non-impounded animals to the Solano County Animal Care Facility.

a. Sheriff's Animal Control and HSNB will establish a routine and mutually agreed upon transport schedule that satisfies the needs of both parties while also conserving gas and reducing vehicle wear and tear.

14. Sheriff's Animal Control shall provide emergency animal transport services during normal business hours for any City of Vallejo animal requiring immediate medical care. The City of Vallejo shall reimburse Solano County for the non-County veterinary cost not to exceed \$200, in

accordance with the standards set by Sheriff's Animal Control, including the collection of fees from an animal's owner. Sheriff's Animal Control will select the medical facility, with the first choice being the county shelter, when a veterinarian is on duty, or a local veterinarian. In the event the impounded animal is taken to the Solano County Animal Care Facility, it shall be transferred into its care per the City MOU. If the animal is taken to a non-County veterinarian, an impound report, receipt and mileage log shall be submitted as part of the quarterly report. Requests exceeding the allocation identified in Attachment 1 to Exhibit B shall be submitted monthly for reimbursement along with the invoice. Reimbursements will not be afforded for animals taken to the Solano County Animal Care Facility.

Sheriff's Animal Control will first offer animals treated at a veterinary facility other than the Solano County Animal Care Facility, upon completion of such care or requiring ongoing care from the a veterinary facility other than the Solano County Animal Care Facility, to HSNB for their adoption program. If HSNB refuses, these animals shall be taken directly to the Solano County Animal Care Facility. Sheriff's Animal Control will endeavor to respond to HSNB to retrieve surrendered and/or abandoned City of Vallejo animals requiring immediate medical care within thirty (30) minutes, and not more than one hour.

a. If Sheriff's Animal Control cannot respond within the allotted timeframe, or if the impounded animal is suffering and needs immediate emergency care, HSNB shall transport the animal to a local veterinarian. The cost of such treatment shall be paid by the City of Vallejo in accordance with the standards set by Sheriff's Animal Control, including the collection of fees from an animal's owner, with costs not to exceed \$200 per impounded animal. An impound report, receipt and mileage log shall be submitted as part of the quarterly report. Requests exceeding the allocation identified in Attachment 2 to Exhibit B shall be submitted monthly for reimbursement.

b. HSNB will be responsible for transferring all records as they pertain to each animal being transferred to Sheriff's Animal Control, including but not limited to the address and driver's license number of individuals surrendering animals (if available), and in the case of stray animals, the address/cross streets where the animal was obtained. Only animals residing in or surrendered by Solano County residents will be transferred to the Solano Animal Care Facility.

c. Sheriff's Animal Control and HSNB will partner with local veterinarians for the purpose of providing emergency medical care in the times a veterinarian is not present at the Solano County Animal Care Facility. Sheriff's Animal Control maintains the authority to authorize a Veterinarian partner to provide treatment to animals without an identified owner in an amount not to exceed \$200.00 per incident. Animals requiring treatment beyond this identified cap will be handled on an individual basis in coordination between Sheriff's Animal Control and the City representative. HSNB may assume responsibility for animals and accept them into its adoption program, thus taking on any further financially liability.

d. All HSNB animals once HSNB has assumed ownership/responsibility after the legally mandated holding period of three days or up to 10 days before HSNB makes a final decision on the animal, shall be the responsibility of HSNB alone.

15. Any animal surrender fees collected by HSNB for animals that are later transported to the Solano County Animal Care Facility shall be paid to the Solano County Animal Care Facility, less a \$15 per day charge for care of the animal. HSNB will provide owner surrender and animal information and documentation to the Animal Control Officer at the time of transfer of the animal to the Solano Animal Care Facility. HSNB will provide a quarterly report identifying all animal

surrenders for which it collected fees and later transferred to Solano County Animal Care Facility, and remit payment within 15 days of the quarter's end for animal surrender fees collected in the previous quarter.

Equipment/Training/Facilities

As defined in the budget narrative, the Sheriff's Office shall be responsible for providing and maintaining all equipment and training for Animal Control Officers (or their designees) that are required to perform the services under this agreement.

1. The City transferred ownership of up to three (3) City owned animal control vehicles in possession of HSNB for a one-time transfer fee of one dollar per vehicle, upon origination of this agreement.
 - a. Should the agreement dissolve during the working life of these vehicles or an animal control vehicle the City has directly funded, Sheriff's Animal Control will reimburse the City the fair market value of each vehicle or return the vehicle to the City for a one-time transfer fee of one dollar per vehicle.
2. The Sheriff's Office will provide vehicles, maintenance of vehicles, uniforms, equipment, training, and any other reasonable tools, services, or objects necessary to perform the services under this Agreement.
3. The Sheriff's Office will facilitate training to include trade seminars, basic and advanced officer training, along with any legally mandated training requirements to ensure Animal Control Officers meet or exceed industry standards to perform the duties related to Animal Control.
4. HSNB will identify and provide Sheriff's Animal Control a safe and secure space to store vehicles, supplies, vaccines and equipment free of charge to the County; County is responsible for providing a refrigerator for vaccines if kept separate from HSNB's vaccines

Public Billing/Fee Collection

The City agrees and acknowledges that the County shall retain all rights to collect fees for services as authorized by City or County ordinance and by state or federal law. Sheriff's Animal Control may charge the animal owners for the cost of services. Some of these fees include, but are not limited to, are:

- a. Services outside the scope of this contract.
- b. Fees as authorized by §7.16.050 of the Vallejo Municipal Code
- c. Fees as authorized by the County Board of Supervisors
- d. Any other fee as authorized by State or Federal Law

Fees collected by HSNB for animals that are not transferred to the Solano County Animal Care Facility are excluded from this provision.

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control and HSNB will be processed on a quarterly schedule.

Agreement Review

All parties shall meet annually, or as needed, to evaluate service levels and contract cost, and amend as necessary with approval of the presiding boards or council.

Attachment 2 to Exhibit A

LOCAL SHELTERING KEY DELIVERABLES

The Humane Society of the North Bay ("HSNB") (formerly the Benicia Vallejo Humane Society) is a private, non-profit organization whose mission is providing lost or homeless animals medical care, shelter and nourishment; protecting animals from cruelty, neglect, and carelessness; and educating the public about animal welfare, overpopulation, and humane alternatives. This mission clearly is compatible with the need for effective and fiscally responsible animal control services for the citizens of the City of Vallejo ("City").

HSNB believes it is crucial to maintain a positive and supportive relationship with the City and Sheriff's Animal Control so that the community has a local facility for community members to recover missing pets, adopt new pets, and access to other humane animal services – without traveling to the Solano County Animal Care Facility.

HSNB will supplement the Solano County Sheriff's Office Animal Control and include the following:

HSNB Services Provided to the Community

- Adoptions – on-site and through mobile adoption events
- Foster programs (saving lives and decreasing the number of animals going to the Solano County Animal Care Facility)
- Reuniting lost/found animals with their owners
- Low-cost spay/neuter and other pet care opportunities
- Microchipping
- Dog licensing
- Public education
- Other pet-related community services (i.e. new owner dog training, neonatal kitten care, etc.)
- Community Cat Program (Trap/Neuter/Return) and/or feral cat assistance (feral cat spay/neuter options, vaccinations, relocation and general guidance and assistance)

Hours of Operation

- The HSNB facility will be open to the public for a minimum of six (6) hours per day, and five (5) days per week unless an emergency/disease outbreak requires a temporary closure. HSNB will communicate any necessary closures with the City of Vallejo and Sheriff's Animal Control.
- The HSNB facility may be closed to the public on the following Holidays:
 - New Year's Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

Animal Control Holds/Impounded Animals

HSNB will continue to provide humane animal services to the community, including intake of owner-surrendered animals as space allows.

1. Sheriff's Animal Control will deliver all impounded City and unincorporated Vallejo animals to HSNB for the legally required holding periods with the exception of those animals requiring immediate medical attention as identified in Attachment 1 of Exhibit A, incorporated by reference, pursuant to Penal Code §597(f). Animals requiring immediate medical care will be delivered to the Solano County Animal Care Facility or local veterinarian as described in Attachment 1 of Exhibit A, incorporated by reference.

2. The HSNB will create and maintain appropriate records for each animal brought to the shelter, including but not limited to the address and driver's license number of the individual surrendering an animal (if available), and in the case of stray animals, the address or location/cross streets where the animal was obtained.

a. Specific information about each impounded animal shall be entered electronically via the shelter management software or form as approved in this agreement or via mutual agreement of the three parties during both normal business and non-scheduled hours.

3. HSNB shall provide care for the dogs in the 20 restricted Animal Control kennels and the cats in the 18 Animal Control cat cages for the legally required holding periods. Animals will be fed twice per day and kennels and cages will be cleaned twice per day; medications will be given if prescribed by a veterinarian.

a. Sheriff's Animal Control and representatives of the Solano County Sheriff's Department will adhere to HSNB intake protocols (e.g. photographs, documentation and vaccination of animals upon intake, procedures that prevent the spread of disease, etc.)

4. All animals will receive the following required vaccines immediately upon intake: modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines.

a. Sheriff's Animal Control will vaccinate animals they bring to HSNB upon intake before placing into HSNB kennels.

b. Animals found in Vallejo or surrendered/ dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo, will be vaccinated upon intake by HSNB prior to placing them into HSNB kennels.

i. Sheriff's Animal Control may provide vaccines to HSNB for use on City of Vallejo and Unincorporated Vallejo animals if requested by HSNB.

c. If not given by Sheriff's Animal Control, rabies vaccinations will be administered to dogs accepted into HSNB's adoption program by a licensed veterinarian as soon as possible.

d. Of the owner-surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines if supplied by Sheriff's Animal Control.

e. If Sheriff's Animal Control uses HSNB vaccines, Sheriff's Animal Control will reimburse HSNB for the cost of the vaccines.

HSNB will provide space and refrigeration for all vaccines; if Sheriff's Animal Control wants to use a separate refrigerator, Sheriff's Animal Control is responsible for the cost.

5. Animals under HSNB ownership/responsibility will not be adopted or returned to their

owners without the required vaccinations (modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines). Additionally, dogs will not be permanently released without the required rabies vaccination and a current license. Due to the limited availability of an onsite veterinarian to administer rabies vaccinations, and therefore the inability to license, a procedure will be developed for these animals to ensure compliance with state and local law within a defined timeframe.

6. The HSNB will provide flea control on all animals brought or surrendered to the HSNB. City will bear the cost of flea treatment for all impounded City of Vallejo and Unincorporated Vallejo animals.

7. During the period animals are at the HSNB facility, the HSNB may conduct temperament and behavior evaluations on all animals as potential adoption candidates. After the mandatory holding periods expire, HSNB maintains first right to pull any animal and place it into HSNB ownership/responsibility pending HSNB's shelter and foster capacity. HSNB can also choose to release any impounded animal to Sheriff's Animal Control to deliver to the Solano County Animal Care Facility.

a. HSNB will always maintain a minimum of 4 open dog kennels and cat cages for impounded animals.

8. HSNB will be responsible for the care and cost of any non-City or Unincorporated Vallejo animal unless the animal is left without HSNB's approval.

a. HSNB will maintain records to track the origin of all animals surrendered or dropped at the shelter to maintain financial accountability should those animals be transported to the Solano County Animal Care Facility.

HSNB City-owned Property

City and HSNB will discuss the feasibility of a long-term lease for the property on which HSNB currently operates. The HSNB recognizes that this area is in a former Redevelopment area and that all long-term leases must be approved by the State of California. The HSNB also understands that this process can take quite some time.

In the meantime, as has been the agreement between the HSNB and the City, the HSNB will continue to pay the City \$1 per year for the lease of the property, until a new lease agreement is executed. As a condition of the lease, a non-voting City Council liaison, may attend all board meetings on behalf of the City (except for closed sessions unless approved by the Board of Directors).

This lease is now in exchange for the identified "public benefit," defined as follows:

- Adopt or foster out a minimum of 500 animals per year
- Reunite lost/found animals with their owners
- As available, provide low-cost spay/neuter and other affordable animal care opportunities to the Vallejo community
- Provide microchipping to 500 animals per year
- Available to the public to purchase dog licenses during business hours

- Provide a minimum of 12 public education opportunities per year (i.e. school programs, new owner dog training, neonatal kitten care, etc.)
- Will develop a Community Cat Program (Trap/Neuter/Return) and/or feral cat assistance (feral cat spay/neuter opportunities, vaccinations, relocation and general guidance and assistance)

Failure to meet these requirements may result in an increase or adjustment of rent paid by HSNB to the City or the termination of said lease. HSNB will provide monthly reports to the City during the first year of this Agreement, and quarterly reports thereafter. These reports shall include numerical data to date toward achieving the above listed "public benefit goals." Each HSNB report shall include, but not be limited to:

- Intake (Animal Control, Owner Surrender, etc.) and outcome of animals (Adoption, County Transfer, RTO, Foster, etc.)
- Low-cost spay/neuter and other affordable opportunities provided to the Vallejo community
- Number of animals microchipped
- Number of dog licenses processed
- Number of public education events conducted or participated in
- Number of feral cats processed through the Community Cat program (Trap/Neuter/Return) once established; and/or number of feral cats spayed/neutered or provided with assistance.

Transparency

HSNB will accurately and legibly maintain all animal records and documents (Animal Control Services). HSNB understands that the California Public Records Act or other applicable law may compel the disclosure or production of records relating to this Agreement. Upon reasonable request by the City, HSNB will allow City representatives access to HSNB records and documents (i.e. financial, animal, etc.) for any lawful purpose, including compliance with the California Public Records Act or any applicable law. Personnel records, attorney/client privileged documents and any other exempted material will not be disclosed to any requestor, unless disclosure of this information is compelled or warranted by law. In the event a request for HSNB records is received by the City, City will promptly notify HSNB of the receipt of the request in order to afford HSNB with an opportunity to oppose disclosure. Any opposition to the disclosure must be in writing, articulating a legal basis for nondisclosure. The City attorney will consider the basis for any such opposition prior to reviewing or issuing the City's timely response to the request for production of records.

Fee Processing

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control and HSNB will be processed on a quarterly schedule.

EXHIBIT B

COMPENSATION

1. Service Providers Compensation.

City agrees to pay Service Providers for those services set forth in Exhibit A of this Agreement and for all authorized expenses, in monthly installments not to exceed the identified costs as outlined in Attachments 1 and 2 to Exhibit B.

a. Additional Services:

i. Additional Services are those services related to the Scope of Work of Service Providers as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Service Providers to perform the Additional Services.

ii. Service Providers' compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Service Providers, compensation to Service Providers shall not exceed the fixed fee amount.

2. Payments to Service Providers.

a. Payments to Service Providers shall be made within a reasonable time after receipt of Service Providers' invoices, the payments to be made in proportion to services performed. Service Providers may request payment on a monthly basis. Service Providers shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

b. All invoices submitted by Service Providers shall contain the following information:

- i. Description of services billed under this invoice
- ii. Date of Invoice Issuance
- iii. Sequential Invoice Number
- iv. Social Security Number or Taxpayer Identification Number
- v. Amount of this Invoice
- vi. Total Billed to Date

c. Billings that do not conform to the format outlined above shall be returned to Service Providers for correction. The City shall not be responsible for delays in payment to Service Providers resulting from Service Provider's failure to comply with the invoice format described above.

d. Request for payment shall be sent to:

Joanna Altman
Assistant to the City Manager
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590

3. Accounting Records of Service Providers.

Service Providers shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Service Providers' direct salary costs for all Services and Additional Services performed under this Agreement and records of Service Providers' Reimbursable Expenses, in accordance with generally accepted accounting practices. Service Providers shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Service Providers under this section shall survive this Agreement.

4. Taxes.

Service Providers shall pay, when and as due, any and all taxes incurred as a result of Service Providers' compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

5. Taxpayer Identification Number. Service Providers shall provide City with Service Providers complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

Attachment 1 to Exhibit B

SOLANO COUNTY SHERIFF'S ANIMAL CONTROL UNIT

Personnel Services

- (3) Full-time Weighted (Salary and Benefits) Animal Control Officers
- (1) 0.3 Weighted (Salary and Benefits) Animal Control Supervisor
- Overtime to support five callouts/month & vacation/sick leave relief for (3) Animal Control Officers
- A Part-time Weighted (50%) Animal Control Officer
- Standby Compensation for non-business hours, weekends and holidays
- Monthly Answering Service for non-business hours, weekends and holidays

Service Supplies

- \$950 Annual Clothing/Uniform Allowance
- Emergency medical services for animals taken to non-County facilities. Costs shall not exceed \$31,000. If costs are estimated to exceed \$31,000, City and Sheriff's Animal Control shall negotiate an amendment to compensation.

Service Vehicles

- Annual cost for lease, fuel and nominal maintenance for three vehicles

City agrees to pay Sheriff's Animal Control five hundred twenty nine thousand five hundred nineteen dollars (\$529,509) annually, for these services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses upon satisfactory completion of the services.

Animal control service costs will be evaluated and renewed annually and are determined by the Solano County Auditor-Controller, Risk Assessment, employee COLA's, or as service levels change. No additional charges are incurred by the City unless specifically approved by the City. Other requests for service will be determined as received. An annual true-up shall be reimbursed to City for overpayment.

Sheriff's Animal Control will invoice the City monthly for emergency medical costs incurred at local Veterinarian facilities only.

Attachment 2 to Exhibit B

HUMANE SOCIETY OF THE NORTH BAY

Personnel Services

- Payroll for Impounded Animal Support Staff and Minimum Wage Increase Weighted \$118,000
- Office, Administration and Professional Services Weighted \$7,800
- Insurance \$5,500

Medical Expenses

- Emergency medical care \$10,000
- Required vaccinations, flea treatment, and deworming \$14,000 (plus rabies \$X)
- Minor medical care and medications \$35,000

Services and Maintenance

- Services, supplies, mileage \$14,470
- Utilities \$16,800
- Facilities/Kennel Maintenance \$16,800

Emergency medical services for animals taken to non-County veterinarian. Costs exceeding \$5,000 are fully reimbursed by the City of Vallejo in a total amount not to exceed \$14,000. If costs are estimated to exceed \$14,000, City and HSNB shall amend this Agreement.

City agrees to pay Humane Society of the North Bay two hundred forty thousand dollars (\$240,000) in Fiscal Year 2016-17, and annually thereafter, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses upon satisfactory completion of the services.

HSNB service costs will be evaluated and renewed annually and may be determined by new unfunded federal, state or city mandates related to animal care, inflation, or as service levels change. No additional charges are incurred by the City unless specifically approved by the City. Other requests for service will be determined as received. An annual true-up shall be reimbursed to City for overpayment.

**SECOND AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Second Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), drafted for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB") and amended by the First Amendment on June 30, 2017, is made on this thirtieth day of June, 2020. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

The Parties do mutually agree as follows:

- 1. Revised Term of Agreement.** The Agreement term is currently scheduled to expire on June 30, 2020. As of the date of this Second Amendment, the term of the Agreement is extended to and shall expire on June 30, 2021.
- 2. Revised Maximum Amount of Agreement.** The maximum amount of the agreement is increased by \$607,356 to a revised sum of \$3,575,571.
- 3. Animal Control/HSNB Relationship.** Paragraph 6 on page 5 of Attachment 1 to Exhibit A of the Agreement is changed in its entirety to "After six (6) business days for all impounded and surrendered animals, at its discretion HSNB may keep animals it considers adoptable. Sheriff's Animal Control shall take possession of any impounded or surrendered animals that HSNB has chosen not to accept and deliver animals to the Solano County Animal Care Facility. Impounded and surrendered animals will not be held longer than fourteen calendar days at HSNB."
- 4. Integration.** This Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Second Amendment. This Second Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Parties shall perform all duties, obligations and conditions required under the Agreement.
- 5. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.
- 6. Ambiguities.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.
- 7. Counterparts.** This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.
- 8. Authority.** The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

By: 
Birgitta E. Corsello, County Administrator

DATE: 9/15/2020

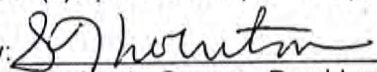
APPROVED AS TO FORM


County Counsel, Deputy
R. FitzGerald

APPROVED AS TO CONTENT:

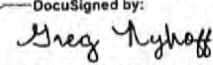

Thomas A. Ferrara, Sheriff – Coroner

HUMANE SOCIETY OF THE NORTH BAY,
a 501(c)3 private non-profit corporation

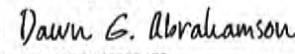
By: 
Stephanie Gomes, President
Shamus Thornton
DATE: 9/3/2020

11710271
Vallejo Business License No.

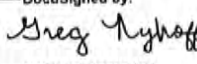
CITY OF VALLEJO,
a municipal corporation

DocuSigned by:

By: C4FD6DE223924B1
Greg Nyhoff, City Manager

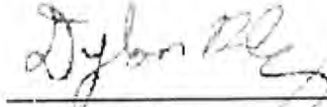
DATE: 8/17/2020

ATTEST:
DocuSigned by:

By: 148959A6695D425...
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:

By: C4FD6DE223924B1
Allison Mattioli, Administrative Analyst II

APPROVED AS TO FORM
AND INSURANCE

By:  for
Randy J. Risner
Interim City Attorney

(City Seal)

**THIRD AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Third Amendment ("Amendment"), entered into as of July 1, 2021, to that Consultant and Professional Services Agreement ("Agreement"), dated for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB") and amended by the First Amendment on June 30, 2017, and Second Amendment on June 30, 2020, is made on this thirtieth day of June, 2021. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

WHEREAS, HSNB operates from the City-owned property located at 1121 Sonoma Boulevard in Vallejo, California for which it pays the City \$1.00 in annual rent; and

WHEREAS, HSNB and the City would like to negotiate a long-term lease of the property to HSNB on terms amenable to both; and

WHEREAS, the Parties would like to continue services under the Agreement while HSNB and the City negotiate the lease.

The Parties do mutually agree as follows:

1. **Replacement of Exhibit A and Attachments.** Exhibit A to the Agreement - Scope of Work, and any and all Attachments, is amended and replaced, in its entirety, by Exhibit A as attached hereto, including Attachment 1 and Attachment 2.
2. **Replacement of Exhibit B and Attachments.** Exhibit B – Compensation, Attachment 1 to Exhibit B- The Payment Schedule and Attachment 2 to Exhibit B to the Agreement, is amended and replaced in its entirety with Attachment 1 to Exhibit B and Attachment 2 to Exhibit B, as attached.
3. **Revised Term of Agreement.** The Agreement term expired on June 30, 2021. As of the date of this Third Amendment, the term of the Agreement is amended to expire as of June 30, 2022. The Parties agree that the Agreement, as previously amended, is reinstated by this Amendment, confirm that the Agreement is and shall be in full force and effect as if it had never expired and that it is binding upon the Parties in accordance with its terms.
4. **Integration.** The Agreement, as previously amended and as amended by this Amendment, contains the entire agreement between the Parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Amendment. This Amendment shall not be amended or modified except by a written agreement executed by each of the Parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and the Parties shall perform all duties, obligations and conditions required under the Agreement.

5. **Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.
6. **Ambiguities.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.
7. **Counterparts.** This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.
8. **Authority.** The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

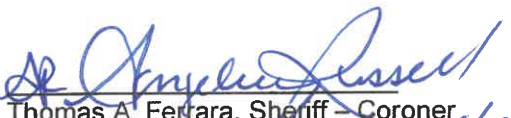
By: 
Birgitta E. Corsello, County Administrator

DATE: 12/7/21

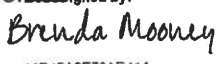
APPROVED AS TO FORM


County Counsel

APPROVED AS TO CONTENT:


Thomas A. Ferrara, Sheriff - Coroner *for*

HUMANE SOCIETY OF THE NORTH
BAY, a 501(c)3 private non-profit
corporation

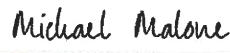
DocuSigned by:
By: 
Brenda Mooney, President

DATE: 11/15/2021

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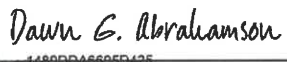
Vallejo Business License No.

CITY OF VALLEJO,
a municipal corporation

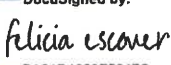
DocuSigned by:
By: 
Mike Malone, Interim City Manager

DATE: 11/12/2021

ATTEST: DocuSigned by:

By: 
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:

Felicia Flores, Assistant to the City Manager

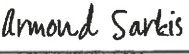
APPROVED AS TO FORM

DocuSigned by:

Veronica A.F. Nebb, City Attorney

APPROVED AS TO

INSURANCE

DocuSigned by:

Armond Sarkis, Risk Manager

(City Seal)

EXHIBIT A

SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Felicia Flores
Assistant to the City Manager
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
(707) 648-4577 (phone)
Felicia.flores@cityofvallejo.net

The SAC Representative for this Agreement is:

Thomas A. Ferrara
Sheriff - Coroner
Solano County Sheriff's Office
530 Union Avenue, Suite 100
Fairfield, CA 94533
(707) 784-7000 (phone)

The HSNB Representative for this Agreement is:

Brenda Mooney
President
Humane Society of the North Bay
1121 Sonoma Boulevard
Vallejo, CA 94590
(707) 853-2801 (phone)
(707) 645-7909 (fax)
bmooney@hsnb.org

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Service Providers Representatives and City's Representative.

2. Services to be Provided.

The services provided shall be as set forth in Attachment 1 and 2 of Exhibit A, attached and incorporated by this reference.

Attachment 1 to Exhibit A

ANIMAL CONTROL KEY DELIVERABLES

The provision of services by the Solano County Sheriff's Office – Animal Control Unit to the City of Vallejo for animal control services will be provided in accordance with the following specifications:

- 1.** The Sheriff's Animal Control shall maintain on staff at least three (3) individuals who shall meet all the requirements set forth in Penal Code § 830.9, §7(a) of the Food and Agriculture Code, and Solano County Code Chapter 4-33. These Animal Control Officers, employed by the Sheriff's Office, shall issue citations, make arrests, serve warrants, and conduct criminal investigations.
- 2.** The City agrees to appoint the Sheriff of Solano County as the Animal Control Director as outlined in the City of Vallejo Municipal Code ("VMC") §7.12.010.
- 3.** Normal business hours for the Sheriff's Animal Control Unit are 6:00 a.m. to 7:00 p.m., Monday through Friday, and eleven hours with staggered times depending upon the season and as approved by both Sheriff's Animal Control and the City, Saturday and Sunday, excluding County recognized holidays. Sheriff's Animal Control shall provide the following minimum staffing to the City of Vallejo:
 - a.** Two (2) Animal Control Officers on duty in the City of Vallejo Monday through Thursday for twelve and one half hours per day, and on Friday for eleven hours per day. Each officer will have a one-hour unpaid lunch break per scheduled shift. Shifts shall be staggered so that one officer is present in Vallejo during the normal business hours.
 - b.** One (1) Animal Control Officer on duty in the City of Vallejo Saturday and Sunday for eleven hours per day. The officer will have a one-hour unpaid lunch break per scheduled shift.
 - c.** At least one (1) Animal Control Officer on-call during non-scheduled hours seven (7) days per week and during County recognized holidays, as published annually by the Solano County Board of Supervisors.
 - d.** With written approval of the City Manager, the Sheriff's Office may adjust the "normal" business hours.
 - e.** Sheriff's Animal Control shall notice the City Manager, or designee, if the Sheriff's Office expects to have less than required staff on duty for more than two consecutive days for occasions of unexpected illness or unforeseen business necessity, as required to attend training, trade seminars, or to fulfill other legally mandated requirements from the State, County, or the City of Vallejo.
 - f.** The Sheriff's Office may, at its discretion, move available resources as needed to other areas for mutual aid assistance at the request of other jurisdictions. The Sheriff's Office shall submit to City the purpose and length of time resources were redirected.
- 4.** The Sheriff's Animal Control shall provide the following services within the response time set forth:
 - a.** During normal business hours, Sheriff's Animal Control will respond to calls for animals running loose, seriously injured animals, vicious animals or animals endangering human life or safety, animal nuisance complaints, and abused or neglected animals within one hour of call received.
 - i.** In accordance with Penal Code §597, Sheriff's Animal Control may administer field euthanasia.
 - b.** During holidays and after-hours, Sheriff's Animal Control will respond within two,

but no more than three hours, to confirmed reports of vicious animals or animals endangering human life or safety.

c. Calls for service from animal owners who wish to surrender their animal(s) for adoption or destruction and who do not have transportation to the Shelter shall be handled within twenty-four (24) business hours (Monday-Friday, excluding holidays). Animals surrendered by owners in the field will be transported directly to the Solano County Animal Care Facility. Sheriff's Animal Control will adhere to the Solano County process for field surrenders and may charge Vallejo residents according to the County Fee Schedule (i.e., pick-up, surrender, disposal, etc.). Sheriff's Animal Control will invoice Vallejo residents directly for this service and will retain revenues that will offset the Solano County Animal Shelter expense.

d. The Sheriff's Office reserves the right to utilize other Sheriff's Office resources to handle or validate a call for service prior to dispatching a Sheriff's Animal Control Officer after hours, during times of staffing shortages, or during high volume of calls for service.

5. The Sheriff's Animal Control shall enforce all infraction and misdemeanor provisions of Federal, State, and local laws to include, but not limited to, the Penal Code, Health & Safety Code, Fish & Game Code, Code of Regulations of California, Chapter 4 of the County Ordinances, and Title 7 of the City of Vallejo Municipal Code as they relate to domestic animals within the City of Vallejo. Such enforcement shall include issuing citations, making arrests, and impounding animals.

a. The Vallejo Police Department (VPD) is responsible for investigating serious felony animal cruelty cases in their jurisdiction. If a Sheriff's Animal Control Officer determines a case may be a felony animal cruelty crime, they will request VPD to respond and assume the criminal investigation.

b. If VPD disagrees with the determination, the Sheriff's Animal Control Supervisor will be notified and he/she will assist in determining the lead agency.

c. VPD may request the Sheriff's Office retain serious animal cruelty cases and such cost outside the normal scope of this agreement shall be charged to the City (i.e. overtime, specialists, supplies and/or investigators). The VPD Watch Commander is authorized to make this request.

6. The service area of this Agreement shall include incorporated areas of the City of Vallejo where the City has primary law enforcement jurisdiction, to include parts of Mare Island and excluding places such as California Maritime Academy.

a. Sheriff's Animal Control shall patrol and provide services as described within this agreement and scope of work to the Mare Island Community Facility District (CFD) totaling a maximum of approximately 30 hours per month. Sheriff's Animal Control will track the total number of hours spent patrolling and servicing the Mare Island CFD and submit a monthly report to the City.

b. Sheriff's Animal Control will identify a tracking method that captures the total calls for service and amount of time spent within the boundaries of the CFD. A formal memorandum identifying the best method will be provided to the City Manager within 90 days of the original contract date.

7. Sheriff's Animal Control shall undertake and maintain direct patrol of neighborhoods for unlawful stray animals and other violations of laws concerning animals.

8. Sheriff's Animal Control shall cooperate with the Solano County District Attorney's Office, County Counsel, the City of Vallejo, the City's Attorney's Office, Vallejo Police Department, Fish and Wildlife, and other law enforcement agencies in investigating and prosecuting animal law violations.

9. When law enforcement assistance is needed for Sheriffs Animal Control, Vallejo Police Department shall be the primary law enforcement agency for response within the City of Vallejo.
10. The Sheriff's Office will accurately and legibly maintain all documentation and shall be the official repository for all documentation including but not limited to reports, records, case files, citations, and/or other criminal and administrative process completed by the Sheriff's Animal Control. The Sheriff's Office shall provide monthly reports to City in the first year of contract and quarterly for each year thereafter. Within each report, Sheriff's Animal Control will include the following:
 - a. Intake (Stray, Owner Surrender, etc.) and identify the location (address, cross streets) by which an animal was obtained.
 - b. Transfer information identifying which animals were obtained within the City of Vallejo jurisdiction, County-unincorporated jurisdiction, HSNB or other.
 - c. Calls for service received and responded to, grouped by types of call (e.g. animal running loose, dangerous animal, complaints, etc.)
 - d. An accounting for on-duty and on-call Animal Control Officer hours (e.g. total normal and overtime hours per month, total number of hours on-call, etc.).
 - e. A spreadsheet identifying the animal, date and total invoice amount for each Vallejo animal receiving emergency medical care.
11. Sheriff's Animal Control shall be responsible for enforcing the Dangerous Dog Ordinance, VMC §7.37. This shall include, but is not limited to, notifying participants of hearings, acting as the city's representative during hearings and enforcing the registration requirements of the ordinance.
12. Sheriff's Animal Control shall be responsible for enforcing and administering the field work of the Animal Nuisance ordinances as outlined in VMC §7.36.
13. Sheriff's Animal Control shall review all reported animal bite cases to ensure no violations of City ordinance exist, and/or to make a determination if dangerous dog or animal nuisance proceedings are appropriate.
14. Sheriff's Animal Control shall conduct facility inspections for Kennel Licenses as outlined in VMC §7.32.030 along with random inspections to ensure compliance with VMC §7.32.
15. Sheriff's Animal Control shall conduct facility inspections for exotic animal registration as outlined in VMC §7.12.130 as required by the City.
16. Sheriff's Animal Control shall provide trapping services for feral domestic animals on public property when overpopulation affects the health and welfare of the public. HSNB will be afforded an opportunity to create a Community Cat Program in the area as an alternate approach. In the event the risk of health and safety to the public becomes a reality, trapping and other measures will be utilized. This service may be provided on private property at the expense of the property owner as governed and/or based on the currently adopted Solano County fee schedule for ACO(s) hourly rate(s).
17. Sheriff's Animal Control shall maintain a twenty-four (24) hour telephone number for calls for service. During normal business hours, Sheriffs Animal Control will be available to receive direct calls for service from the public in an effort to obtain an instant response to inquiries. The Sheriff's Office shall be responsible for dispatching all calls for service.

Services Outside the Scope of Agreement

1. Animal carcass removal from public roads, buildings, or property to include properties outlined in §7.12.130 of the City of Vallejo Municipal Code shall be conducted under the City's contract with the local garbage company to include compliance with Streets and Highway Code §91.8 (S&HC).
2. The City shall retain the administrative process over exotic animal registration services as outlined §7.12.140 of the City of Vallejo Municipal Code.
3. The City shall retain the administrative process over the Kennel License process as outlined in Chapter 7 of the City of Vallejo Municipal Code as it relates to issuance, monitoring, or collecting fees for such licenses.
4. The City shall retain administrative process over the Dangerous Dog proceedings, to include the appointment of the Hearing Officer, as outlined in VMC §7.37.010(H). Sheriff's Animal Care shall receive written documentation of each step of the process from the City for records; i.e. copies of notices, services, outcome, and/or imposed conditions.
5. Sheriff's Animal Control shall not provide urban or wildlife trapping for the purposes of population control.
6. Rabies Control is not part of this agreement, as this service is conducted by the designated Public Health Officer (Sheriff's Animal Control) outside of this agreement. The City acknowledges that Sheriff's Animal Control Officers are also Public Health Officers as it relates to Rabies Control. Sheriff's Animal Control Officers possess the authority as outlined in §7.28.010 / .020 of the City of Vallejo Municipal Code. No provisions of this agreement are intended to conflict or modify any rabies control agreement(s) with the County.

Animal Control/HSNB Relationship

The City agrees that Sheriff's Animal Control is not responsible for providing an animal shelter; such service is already being provided by Memorandum of Understanding on Provisions of Animal Care Services dated December 30, 2012 with Solano County and by Agreement with HSNB. Additional process related protocols will be discussed and mutually agreed upon by all three parties.

1. No provisions of this agreement are intended to conflict or modify any shelter agreement(s) with the County, unless otherwise stated.
2. Sheriff's Animal Control understands the importance of having animal shelter services in the community, and understands that the City of Vallejo will maintain a business relationship with HSNB for such services.
3. Sheriff's Animal Control will make all reasonable efforts to maintain a positive working relationship with the HSNB. Sheriff's Animal Control shall deliver all impounded animals from the City of Vallejo to HSNB for the temporary hold periods, and shall deliver all impounded animals from unincorporated Vallejo to HSNB for the temporary hold periods.
 - a. Specific information about each impounded animal shall be entered electronically

via the shelter management software or form as approved in this agreement or via mutual agreement of the three parties during both normal business and non-scheduled hours.

4. HSNB will allow the Sheriff's Animal Control 24-hour access to a safe and secure location for Sheriff's Animal Control to deliver impounded animals, store vehicles, vaccines, supplies and equipment free of charge to the County in a restricted section of the HSNB-leased facility.
5. Fees collected by the HSNB for owner surrenders will be kept by the HSNB for all animals the HSNB brings into the HSNB program.
6. The HSNB retains the right to determine where Sheriff's Animal Control enters and exits the facility to drop off animals.
 - a. Sheriff's Animal Control will pay for equipment needed by Sheriff's Animal Control to access HSNB facilities (i.e. keys or remote control units for the gate).
7. HSNB will work in partnership with Sheriff's Animal Control in avoiding animal destruction, reducing City of Vallejo sheltering expenses, and promoting adoption of Vallejo animals.
8. Sheriff's Animal Control shall take all animals not accepted by HSNB or beyond the maximum capacity of HSNB directly to the Solano County Animal Care Facility in Fairfield.
 - a. HSNB will provide 20 restricted Animal Control kennels and 18 Animal Control cat cages for the legally required holding periods or up to 10 days.
 - b. Sheriff's Animal Control or field representatives will adhere to proper intake protocols (e.g. documentation, photographs and vaccination of animals upon intake, procedures that prevent the spread of disease, etc.)
9. Sheriff's Animal Control will take animals impounded during criminal disputes, investigations or other law enforcement actions directly to the Solano County Animal Care Facility in Fairfield in order to protect HSNB staff, property and animals. Sheriff's Animal Control shall make a good faith attempt to inform the animals' owners of the location of the impounded animal.
10. After the minimum holding period of three normal business days or up to 10 days for all impounded and surrendered animals, at its discretion, HSNB may keep animals it considers adoptable. Animals deemed adoptable by HSNB shall be relocated to "non-animal control" kennels and cages. Sheriff's Animal Control shall take possession of any impounded or surrendered animals that HSNB has chosen not to accept and deliver animals to the Solano County Animal Care Facility. HSNB will maintain a minimum of four open dog kennels and cat cages for incoming animals for impound. Unless an animal has an injury or disease, HSNB shall not hold impounded animals longer than ten calendar days.
11. All animals will receive the following required vaccines immediately upon intake: modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines.
 - a. Representatives of the Solano County Sheriff's Office will place animals in pre-designated kennels during non-business hours.
 - b. If Sheriff's Animal Control cannot vaccinate and intake these animals as soon as possible, HSNB will do so. Sheriff's Animal Control will be responsible for the cost of the vaccines.
 - c. Sheriff's Animal Control shall submit a quarterly report to HSNB identifying the animals brought in by representatives of the Solano County Sheriff's Office and placed in the temporary off hours holding kennels, including whether vaccines were provided or not;

if vaccines were not provided, Sheriff's Animal Control shall reimburse HSNB for the cost of the vaccines and shall remit payment within 15 days of the quarter's end for vaccine costs incurred in the previous quarter.

d. Animals surrendered or dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo will be vaccinated upon intake by HSNB before placing in HSNB kennels/cages.

e. Rabies vaccinations will be lawfully administered as soon as possible following intake.

f. Of the owner-surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines if supplied by Sheriff's Animal Control.

g. If Sheriff's Animal Control uses HSNB vaccines, Sheriff's Animal Control will reimburse HSNB for the cost of the vaccines.

h. HSNB will provide space for refrigeration for all vaccines.

12. It is Sheriff's Animal Control expectation that HSNB shall work in partnership and cooperation with Sheriff's Animal Control to observe behaviors and maintain records of cases that require any enforcement action or animal abuse investigation.

13. Sheriff's Animal Control shall provide reasonable animal transport for the City's stray and surrendered animals from HSNB to the County shelter during normal business hours at no additional cost to HSNB or the City of Vallejo. HSNB shall be responsible for costs associated with surrender of its non-impounded animals to the Solano County Animal Care Facility.

a. Sheriff's Animal Control and HSNB will establish a routine and mutually agreed upon transport schedule that satisfies the needs of both parties while also conserving gas and reducing vehicle wear and tear.

14. Sheriff's Animal Control shall provide emergency animal transport services during normal business hours for any City of Vallejo animal requiring immediate medical care. The City of Vallejo shall reimburse Solano County for the non-County veterinary cost not to exceed \$200, in accordance with the standards set by Sheriff's Animal Control, including the collection of fees from an animal's owner. Sheriff's Animal Control will select the medical facility, with the first choice being the county shelter, when a veterinarian is on duty, or a local veterinarian. In the event the impounded animal is taken to the Solano County Animal Care Facility, it shall be transferred into its care per the City MOU. If the animal is taken to a non-County veterinarian, an impound report, receipt and mileage log shall be submitted as part of the quarterly report. Requests exceeding the allocation identified in Attachment 1 to Exhibit B shall be submitted monthly for reimbursement along with the invoice. Reimbursements will not be afforded for animals taken to the Solano County Animal Care Facility.

Sheriff's Animal Control will first offer animals treated at a veterinary facility other than the Solano County Animal Care Facility, upon completion of such care or requiring ongoing care from the a veterinary facility other than the Solano County Animal Care Facility, to HSNB for their adoption program. If HSNB refuses, these animals shall be taken directly to the Solano County Animal Care Facility. Sheriff's Animal Control will endeavor to respond to HSNB to retrieve surrendered and/or abandoned City of Vallejo animals requiring immediate medical care within thirty (30) minutes, and not more than one hour.

a. If Sheriff's Animal Control cannot respond within the allotted timeframe, or if the impounded animal is suffering and needs immediate emergency care, HSNB shall transport the animal to a local veterinarian. The cost of such treatment shall be paid by the City of Vallejo in accordance with the standards set by Sheriff's Animal Control, including the collection of fees from an animal's owner, with costs not to exceed \$200 per

impounded animal. An impound report, receipt and mileage log shall be submitted as part of the quarterly report. Requests exceeding the allocation identified in Attachment 2 to Exhibit B shall be submitted monthly for reimbursement.

b. HSNB will be responsible for transferring all records as they pertain to each animal being transferred to Sheriff's Animal Control, including but not limited to the address and driver's license number of individuals surrendering animals (if available), and in the case of stray animals, the address/cross streets where the animal was obtained. Only animals residing in or surrendered by Solano County residents will be transferred to the Solano Animal Care Facility.

c. Sheriff's Animal Control and HSNB will partner with local veterinarians for the purpose of providing emergency medical care in the times a veterinarian is not present at the Solano County Animal Care Facility. Sheriff's Animal Control maintains the authority to authorize a Veterinarian partner to provide treatment to animals without an identified owner in an amount not to exceed \$200.00 per incident. Animals requiring treatment beyond this identified cap will be handled on an individual basis in coordination between Sheriff's Animal Control and the City representative. HSNB may assume responsibility for animals and accept them into its adoption program, thus taking on any further financial liability.

d. All HSNB animals once HSNB has assumed ownership/responsibility after the legally mandated holding period of three days or up to 10 days before HSNB makes a final decision on the animal, shall be the responsibility of HSNB alone.

15. Any animal surrender fees collected by HSNB for animals that are later transported to the Solano County Animal Care Facility shall be paid to the Solano County Animal Care Facility, less a \$15 per day charge for care of the animal. HSNB will provide owner surrender and animal information and documentation to the Animal Control Officer at the time of transfer of the animal to the Solano Animal Care Facility. HSNB will provide a quarterly report identifying all animal surrenders for which it collected fees and later transferred to Solano County Animal Care Facility, and remit payment within 15 days of the quarter's end for animal surrender fees collected in the previous quarter.

Equipment/Training/Facilities

As defined in the budget narrative, the Sheriff's Office shall be responsible for providing and maintaining all equipment and training for Animal Control Officers (or their designees) that are required to perform the services under this agreement.

1. The City transferred ownership of up to three (3) City owned animal control vehicles in possession of HSNB for a one-time transfer fee of one dollar per vehicle, upon origination of this agreement.

a. Should the agreement dissolve during the working life of these vehicles or an animal control vehicle the City has directly funded, Sheriff's Animal Control will reimburse the City the fair market value of each vehicle or return the vehicle to the City for a one-time transfer fee of one dollar per vehicle.

2. The Sheriff's Office will provide vehicles, maintenance of vehicles, uniforms, equipment, training, and any other reasonable tools, services, or objects necessary to perform the services under this Agreement.

3. The Sheriff's Office will facilitate training to include trade seminars, basic and advanced officer training, along with any legally mandated training requirements to ensure Animal Control Officers meet or exceed industry standards to perform the duties related to Animal Control.

4. HSNB will identify and provide Sheriff's Animal Control a safe and secure space to store vehicles, supplies, vaccines and equipment free of charge to the County; County is responsible for providing a refrigerator for vaccines if kept separate from HSNB's vaccines

Public Billing/Fee Collection

The City agrees and acknowledges that the County shall retain all rights to collect fees for services as authorized by City or County ordinance and by state or federal law. Sheriff's Animal Control may charge the animal owners for the cost of services. Some of these fees include, but are not limited to, are:

- a. Services outside the scope of this contract.
- b. Fees as authorized by §7.16.050 of the Vallejo Municipal Code
- c. Fees as authorized by the County Board of Supervisors
- d. Any other fee as authorized by State or Federal Law

Fees collected by HSNB for animals that are not transferred to the Solano County Animal Care Facility are excluded from this provision.

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control and HSNB will be processed on a quarterly schedule.

Agreement Review

All parties shall meet annually, or as needed, to evaluate service levels and contract cost, and amend as necessary with approval of the presiding boards or council.

Attachment 2 to Exhibit A

LOCAL SHELTERING KEY DELIVERABLES

The Humane Society of the North Bay ("HSNB") (formerly the Benicia Vallejo Humane Society) is a private, non-profit organization whose mission is providing lost or homeless animals medical care, shelter and nourishment; protecting animals from cruelty, neglect, and carelessness; and educating the public about animal welfare, overpopulation, and humane alternatives. This mission clearly is compatible with the need for effective and fiscally responsible animal control services for the citizens of the City of Vallejo ("City").

HSNB believes it is crucial to maintain a positive and supportive relationship with the City and Sheriff's Animal Control so that the community has a local facility for community members to recover missing pets, adopt new pets, and access to other humane animal services – without traveling to the Solano County Animal Care Facility.

HSNB will supplement the Solano County Sheriff's Office Animal Control and include the following:

HSNB Services Provided to the Community

- Adoptions – on-site and through mobile adoption events
- Foster programs (saving lives and decreasing the number of animals going to the Solano County Animal Care Facility)
- Reuniting lost/found animals with their owners
- Low-cost spay/neuter and other pet care opportunities
- Microchipping
- Dog licensing
- Public education
- Other pet-related community services (i.e. new owner dog training, neonatal kitten care, etc.)
- Community Cat Program (Trap/Neuter/Return) and/or feral cat assistance (feral cat spay/neuter options, vaccinations, relocation and general guidance and assistance)

Hours of Operation

- The HSNB facility will be open to the public for a minimum of six (6) hours per day, and five (5) days per week unless an emergency/disease outbreak requires a temporary closure. HSNB will communicate any necessary closures with the City of Vallejo and Sheriff's Animal Control.
- The HSNB facility may be closed to the public on the following Holidays:
 - New Year's Day
 - Memorial Day
 - 4th of July
 - Labor Day
 - Thanksgiving Day
 - Christmas Day

Animal Control Holds/Impounded Animals

HSNB will continue to provide humane animal services to the community, including intake of owner-surrendered animals as space allows.

1. Sheriff's Animal Control will deliver all impounded City and unincorporated Vallejo animals to HSNB for the legally required holding periods with the exception of those animals requiring immediate medical attention as identified in Attachment 1 of Exhibit A, incorporated by reference, pursuant to Penal Code §597(f). Animals requiring immediate medical care will be delivered to the Solano County Animal Care Facility or local veterinarian as described in Attachment 1 of Exhibit A, incorporated by reference.

2. The HSNB will create and maintain appropriate records for each animal brought to the shelter, including but not limited to the address and driver's license number of the individual surrendering an animal (if available), and in the case of stray animals, the address or location/cross streets where the animal was obtained.

a. Specific information about each impounded animal shall be entered electronically via the shelter management software or form as approved in this agreement or via mutual agreement of the three parties during both normal business and non-scheduled hours.

3. HSNB shall provide care for the dogs in the 20 restricted Animal Control kennels and the cats in the 18 Animal Control cat cages for the legally required holding periods. Animals will be fed twice per day and kennels and cages will be cleaned twice per day; medications will be given if prescribed by a veterinarian.

a. Sheriff's Animal Control and representatives of the Solano County Sheriff's Department will adhere to HSNB intake protocols (e.g. photographs, documentation and vaccination of animals upon intake, procedures that prevent the spread of disease, etc.)

4. All animals will receive the following required vaccines immediately upon intake: modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines.

a. Sheriff's Animal Control will vaccinate animals they bring to HSNB upon intake before placing into HSNB kennels.

b. Animals found in Vallejo or surrendered/ dropped-off in person at HSNB by residents of Vallejo or Unincorporated Vallejo, will be vaccinated upon intake by HSNB prior to placing them into HSNB kennels.

i. Sheriff's Animal Control may provide vaccines to HSNB for use on City of Vallejo and Unincorporated Vallejo animals if requested by HSNB.

c. If not given by Sheriff's Animal Control, rabies vaccinations will be administered to dogs accepted into HSNB's adoption program by a licensed veterinarian as soon as possible.

d. Of the owner-surrendered animals vaccinated and retained by HSNB, HSNB will reimburse Sheriff's Animal Control the cost of the vaccines if supplied by Sheriff's Animal Control.

e. If Sheriff's Animal Control uses HSNB vaccines, Sheriff's Animal Control will reimburse HSNB for the cost of the vaccines.

HSNB will provide space and refrigeration for all vaccines; if Sheriff's Animal Control wants to use a separate refrigerator, Sheriff's Animal Control is responsible for the cost.

5. Animals under HSNB ownership/responsibility will not be adopted or returned to their owners without the required vaccinations (modified live DA2PP or DHPP and modified live Bordetella for canines; modified live FVRCP for felines). Additionally, dogs will not be permanently released without the required rabies vaccination and a current license. Due to the limited availability of an onsite veterinarian to administer rabies vaccinations, and therefore the inability to license, a procedure will be developed for these animals to ensure compliance with state and local law within a defined timeframe.

6. The HSNB will provide flea control on all animals brought or surrendered to the HSNB.

City will bear the cost of flea treatment for all impounded City of Vallejo and Unincorporated Vallejo animals.

7. During the period animals are at the HSNB facility, the HSNB may conduct temperament and behavior evaluations on all animals as potential adoption candidates. After the mandatory holding periods expire, HSNB maintains first right to pull any animal and place it into HSNB ownership/responsibility pending HSNB's shelter and foster capacity. HSNB can also choose to release any impounded animal to Sheriff's Animal Control to deliver to the Solano County Animal Care Facility.

- a. HSNB will always maintain a minimum of 4 open dog kennels and cat cages for impounded animals.

8. HSNB will be responsible for the care and cost of any non-City or Unincorporated Vallejo animal unless the animal is left without HSNB's approval.

- a. HSNB will maintain records to track the origin of all animals surrendered or dropped at the shelter to maintain financial accountability should those animals be transported to the Solano County Animal Care Facility.

HSNB City-owned Property

City and HSNB will discuss the feasibility of a long-term lease for the property on which HSNB currently operates. The HSNB recognizes that this area is in a former Redevelopment area and that all long-term leases must be approved by the State of California. The HSNB also understands that this process can take quite some time.

In the meantime, as has been the agreement between the HSNB and the City, the HSNB will continue to pay the City \$1 per year for the lease of the property, until a new lease agreement is executed. As a condition of the lease, a non-voting City Council liaison, may attend all board meetings on behalf of the City (except for closed sessions unless approved by the Board of Directors).

This lease is now in exchange for the identified "public benefit," defined as follows:

- Adopt or foster out a minimum of 500 animals per year
- Reunite lost/found animals with their owners
- As available, provide low-cost spay/neuter and other affordable animal care opportunities to the Vallejo community
- Provide microchipping to 500 animals per year
- Available to the public to purchase dog licenses during business hours
- Provide a minimum of 12 public education opportunities per year (i.e. school programs, new owner dog training, neonatal kitten care, etc.)
- Will develop a Community Cat Program (Trap/Neuter/Return) and/or feral cat assistance (feral cat spay/neuter opportunities, vaccinations, relocation and general guidance and assistance)

Failure to meet these requirements may result in an increase or adjustment of rent paid by HSNB to the City or the termination of said lease. HSNB will provide monthly reports to the City during the first year of this Agreement, and quarterly reports thereafter. These reports shall include numerical data to date toward achieving the above listed "public benefit goals." Each HSNB report

shall include, but not be limited to:

- Intake (Animal Control, Owner Surrender, etc.) and outcome of animals (Adoption, County Transfer, RTO, Foster, etc.)
- Low-cost spay/neuter and other affordable opportunities provided to the Vallejo community
- Number of animals microchipped
- Number of dog licenses processed
- Number of public education events conducted or participated in
- Number of feral cats processed through the Community Cat program (Trap/Neuter/Return) once established; and/or number of feral cats spayed/neutered or provided with assistance.

Transparency

HSNB will accurately and legibly maintain all animal records and documents (Animal Control Services). HSNB understands that the California Public Records Act or other applicable law may compel the disclosure or production of records relating to this Agreement. Upon reasonable request by the City, HSNB will allow City representatives access to HSNB records and documents (i.e. financial, animal, etc.) for any lawful purpose, including compliance with the California Public Records Act or any applicable law. Personnel records, attorney/client privileged documents and any other exempted material will not be disclosed to any requestor, unless disclosure of this information is compelled or warranted by law. In the event a request for HSNB records is received by the City, City will promptly notify HSNB of the receipt of the request in order to afford HSNB with an opportunity to oppose disclosure. Any opposition to the disclosure must be in writing, articulating a legal basis for nondisclosure. The City attorney will consider the basis for any such opposition prior to reviewing or issuing the City's timely response to the request for production of records.

Fee Processing

Sheriff's Animal Control will ensure financial arrangements are made prior to transporting any non-impounded animal from HSNB. The exchange of fees between Sheriff's Animal Control and HSNB will be processed on a quarterly schedule.

EXHIBIT B

COMPENSATION

1. Service Providers Compensation.

City agrees to pay Service Providers for those services set forth in Exhibit A of this Agreement and for all authorized expenses, in monthly installments not to exceed the identified costs as outlined below:

- For Fiscal Year 2021-2022, six hundred forty-four thousand three hundred and sixty-four dollars (\$644,364) to the County of Solano; and
- Annually three hundred thousand dollars (\$300,000) to the Humane Society of the North Bay, \$10,000 of those dollars being reserved for emergency veterinary expense reimbursement.

The compensation over the term of this agreement is as follows:

Fiscal Year	HSNB	SAC
FY 2014 – 15 (agreement start January 2015)	\$56,250	\$338,672
FY 2015 – 16	\$135,000	\$521,707.20
FY 2016 – 17	\$240,000	\$535,518.40
FY 2017 – 18	\$240,000	\$529,508.40
FY 2018 – 19	\$240,000	\$544,516
FY 2019 – 20	\$240,000	\$588,984
FY 2020 – 21	\$252,000	\$607,356
FY 2021 – 22	\$300,000	\$644,364
Total	\$1,703,250	\$4,310,626
Contract Total	\$6,013,876	

a. Additional Services:

i. Additional Services are those services related to the Scope of Work of Service Providers as set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Service Providers to perform the Additional Services.

ii. Service Providers' compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual Agreement between City and Service Providers, compensation to Service Providers shall not exceed the fixed fee amount.

2. Payments to Service Providers.

- a.** Payments to Service Providers shall be made within a reasonable time after receipt of Service Providers' invoices, the payments to be made in proportion to services performed. Service Providers may request payment on a monthly basis. Service Providers shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.
- b.** All invoices submitted by Service Providers shall contain the following information:
 - i.** Description of services billed under this invoice
 - ii.** Date of Invoice Issuance
 - iii.** Sequential Invoice Number
 - iv.** Social Security Number or Taxpayer Identification Number
 - v.** Amount of this Invoice
 - vi.** Total Billed to Date
- c.** Billings that do not conform to the format outlined above shall be returned to Service Providers for correction. The City shall not be responsible for delays in payment to Service Providers resulting from Service Provider's failure to comply with the invoice format described above.
- d.** Request for payment shall be sent to:

Felicia Flores
Assistant to the City Manager
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590

3. Accounting Records of Service Providers.

Service Providers shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Service Providers' direct salary costs for all Services and Additional Services performed under this Agreement and records of Service Providers' Reimbursable Expenses, in accordance with generally accepted accounting practices. Service Providers shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty-four (24) hours' notice.

The obligations of Service Providers under this section shall survive this Agreement.

4. Taxes.

Service Providers shall pay, when and as due, any and all taxes incurred as a result of Service Providers' compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

5. Taxpayer Identification Number. Service Providers shall provide City with Service Providers complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

Attachment 1 to Exhibit B**SOLANO COUNTY SHERIFF'S ANIMAL CONTROL UNIT**

The City of Vallejo agrees to pay for personnel services, services and supplies, and service vehicles as follows:

PERSONNEL SERVICES		
(3) Animal Control Officers	\$	348,397
(1) Animal Control Supervisor	\$	56,139
Extra Help Animal Control Officer (999 hours)	\$	23,557
Overtime	\$	11,869
Standby	\$	20,436
Answering Service	\$	10,260
SUBTOTAL PERSONNEL SERVICES	\$	470,658
SERVICE & SUPPLIES		
Clothing and Personal Equipment	\$	7,901
Emergency Medical Services (Non-County Facility)	\$	25,200
Animal Control Supplies	\$	10,261
Office Supplies	\$	4,211
Training/Travel	\$	1,596
SUBTOTAL SERVICE & SUPPLIES	\$	49,169
SERVICE VEHICLES		
(3) ACO Vehicles and Fuel	\$	62,215
Vehicle Technology	\$	3,745
SUBTOTAL SERVICE VEHICLES	\$	65,960
DEPARTMENT ADMINISTRATIVE OVERHEAD	\$	58,577
TOTAL PROJECTED EXPENSES	\$	644,364
MONTHLY COST	\$	53,697

City agrees to pay Sheriff's Animal Control six hundred forty-four thousand three hundred sixty four dollars (\$644,364) annually, for these services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses upon satisfactory completion of the services.

Animal control service costs will be evaluated and renewed annually and are determined by the Solano County Auditor-Controller, Risk Assessment, employee COLA's, or as service levels change. No additional charges are incurred by the City unless specifically approved by the City. Other requests for service will be determined as received. An annual true-up shall be reimbursed to City for overpayment.

Attachment 2 to Exhibit B

HUMANE SOCIETY OF THE NORTH BAY

City agrees to pay Humane Society of the North Bay three hundred thousand dollars (\$300,000) in Fiscal Year 2021-2022, and annually thereafter, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses upon satisfactory completion of the services.

HSNB service costs will be evaluated and renewed annually and may be determined by new unfunded federal, state or city mandates related to animal care, inflation, or as service levels change. No additional charges are incurred by the City unless specifically approved by the City. Other requests for service will be determined as received. An annual true-up shall be reimbursed to City for overpayment.

Emergency/critical medical services for animals taken to non-County veterinarian. Costs exceeding \$200 are fully reimbursed by the City of Vallejo in a total amount not to exceed \$10,000. If costs are estimated to exceed \$10,000, City and HSNB shall amend this Agreement.

Medical Supplies and services

- Spay/neuter
- Veterinarian fees and expenses
- Veterinarian services
- Medical supplies
- \$800 mileage allowance

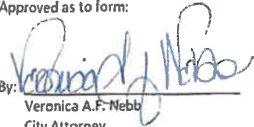
Maintenance and Utilities

- Electric gates
- Security System for animals
- Water and Electricity
- Animal Control kennel maintenance

Personnel Services

- 3.5 kennel staff for care of Animal Control animals
- .5 Office Manager
- .5 Receptionist
- .5 Kennel Manager
- Overtime for non-business hours and holidays; vacation/sick leave relief

Approved as to form:

By: 
Veronica A.F. Webb
City Attorney

**FOURTH AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Fourth Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), drafted for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB") and amended by the First Amendment on June 30, 2017, Second Amendment on June 30, 2020, and Third Amendment on June 30, 2021, is made on this thirtieth day of June, 2022. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

WHEREAS, HSNB operates from the City-owned property located at 1121 Sonoma Boulevard in Vallejo, California for which it pays the City \$1.00 in annual rent; and

WHEREAS, the Agreement is currently set to expire on June 30, 2022 and the Parties desire to extend said Agreement.

The Parties do mutually agree as follows:

1. **Revised Term of Agreement.** The Agreement term is currently scheduled to expire on June 30, 2022. As of the date of this Fourth Amendment, the term of the Agreement is extended to June 30, 2023.

2. **EXHIBIT B COMPENSATION, Paragraph 1, is hereby amended to read as follows:**

1. Service Providers Compensation.

City agrees to pay Service Providers for those services set forth in Exhibit A of this Agreement and for all authorized expenses, in monthly installments not to exceed the identified costs as outlined below:

- For Fiscal Year 2022-2023;
 - Six hundred forty-four thousand three hundred and sixty-four dollars (\$656,820) to the County of Solano; and
 - Three hundred thousand dollars (\$300,000) to the Humane Society of the North Bay, \$10,000 of those dollars being reserved for emergency veterinary expense reimbursement.

The compensation over the term of this agreement is as follows:

Fiscal Year	HSNB	SAC
FY 2014 – 15 (agreement start January 2015)	\$56,250	\$338,672
FY 2015 – 16	\$135,000	\$521,707.20
FY 2016 – 17	\$240,000	\$535,518.40
FY 2017 – 18	\$240,000	\$529,508.40
FY 2018 – 19	\$240,000	\$544,516
FY 2019 – 20	\$240,000	\$588,984
FY 2020 – 21	\$252,000	\$607,356
FY 2021 – 22	\$300,000	\$644,364
FY 2022 – 23	\$300,000	\$656,820
Total	\$2,003,250	\$4,967,446
Contract Total	\$6,970,696	

The remainder of Paragraph 1 remains unchanged.

3. Integration. This Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Fourth Amendment. This Fourth Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Parties shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

By: Bill Emlen
Bill Emlen, County Administrator

DATE: 1/18/23

APPROVED AS TO FORM

[Signature]
County Counsel

APPROVED AS TO CONTENT:

[Signature]
Thomas A. Ferrara, Sheriff – Coroner

HUMANE SOCIETY OF THE NORTH
BAY, a 501(c)3 private non-profit
corporation

By: Brenda Mooney
Brenda Mooney, President

DATE: 8/8/2022
11710271

Vallejo Business License No.

CITY OF VALLEJO,
a municipal corporation

DocuSigned by:
By: Michael Malone
for Michael Malone, City Manager

DATE: 8/6/2022

ATTEST:

DocuSigned by:
By: Dawn G. Abrahamson
Dawn Abrahamson, City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
Natalie Peterson
Natalie Peterson, Interim Assistant to the City
Manager

APPROVED AS TO FORM
AND INSURANCE

By: Veronica A.F. Nebb
Veronica A.F. Nebb, City Attorney

(City Seal)

**FIFTH AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Fifth Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), dated for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB"), and amended by the First Amendment on June 30, 2017, Second Amendment on June 30, 2020, and Third Amendment on June 30, 2021, and Fourth Amendment on June 13, 2022, is entered into on June 13, 2023. The City, SAC, and HSNB shall individually be referred to as a "Party" and collectively as the "Parties" for purposes of this Amendment. Additionally, SAC and HSNB may collectively be referred to as "Service Providers."

WHEREAS, HSNB operates an animal shelter from the City-owned property located at 1121 Sonoma Boulevard in Vallejo, California for which it pays the City \$1.00 in annual rent; and

WHEREAS, SAC provides animal control services for City and uses HSNB for the housing of animals.

The Parties do mutually agree as follows:

1. Revised Term of Agreement. The Agreement term is currently scheduled to expire on June 30, 2023. As of the date of this Amendment, the term of the Agreement is extended to June 30, 2024.

2. EXHIBIT B COMPENSATION, Paragraph 1, is hereby amended to read as follows:

Service Providers Compensation. City agrees to pay Service Providers for services set forth in Exhibit A of Agreement in monthly installments, with a not to exceed as outlined below:

- For Fiscal Year 2023-2024
 - o Three hundred thousand dollars (\$300,000) to the Humane Society of the North Bay; and
 - o Seven hundred thirty-eight thousand seven hundred ninety-two dollars (\$738,792) to the County of Solano.

The compensation over the term of this agreement is as follows:

Fiscal Year	HSNB	SAC
FY 2014 – 15 (agreement start January 2015)	\$56,250	\$338,672
FY 2015 – 16	\$135,000	\$521,707.20
FY 2016 – 17	\$240,000	\$535,518.40
FY 2017 – 18	\$240,000	\$529,508.40
FY 2018 – 19	\$240,000	\$544,516
FY 2019 – 20	\$240,000	\$588,984
FY 2020 – 21	\$252,000	\$607,356
FY 2021 – 22	\$300,000	\$644,364
FY 2022 – 23	\$300,000	\$656,820
FY 2023 – 24	\$300,000	\$738,792

Total	\$2,303,250	\$5,706,238
Contract Total	\$8,009,488	

The maximum amount of the Agreement is increased by \$1,038,792 to a revised sum of \$8,009,488.

The remainder of Paragraph 1 remains unchanged.

3. Integration. This Amendment contains the entire agreement between the Parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Amendment. This Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, as previously amended shall remain in full force and effect, and the Parties shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against any Party.

6. Counterparts. This Amendment may be executed by the Parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

By: DocuSigned by:
Bill Emlen
Bill Emlen, County Administrator

DATE: 7/7/2023

APPROVED AS TO FORM

By: DocuSigned by:
Bush
County Counsel

APPROVED AS TO CONTENT:

By: DocuSigned by:
Thomas A. Ferrara
Thomas A. Ferrara, Sheriff – Coroner

**HUMANE SOCIETY OF THE NORTH
BAY**, a 501(c)3 private non-profit
corporation

By: DocuSigned by:
Brenda Mooney
Brenda Mooney, Board President

DATE: 8/30/2023

11710271

Vallejo Business License No.

CITY OF VALLEJO,
a municipal corporation

By: DocuSigned by:
Shayes
for Michael Malone, City Manager

DATE: 8/11/2023

ATTEST:

By: DocuSigned by:
Dawn G. Abrahamson
Dawn Abrahamson, City Clerk

APPROVED AS TO FORM

By: DocuSigned by:
Veronica A.F. Nebb
Veronica A.F. Nebb, City Attorney

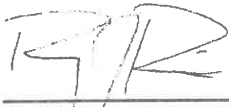
APPROVED AS TO INSURANCE

By: DocuSigned by:
Armond Sarkis
Armond Sarkis, Risk Manager

(City Seal)



Approved as to form:

By:  for
Veronica Nebb, City Attorney

**SIXTH AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Sixth Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), dated for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB"), and amended by the First Amendment on June 30, 2017, Second Amendment on June 30, 2020, and Third Amendment on June 30, 2021, and Forth Amendment on June 13, 2022, and Fifth Amendment on June 13, 2023, is made _____, 2023. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

WHEREAS, HSNB operates from the City-owned property located at 1121 Sonoma Boulevard in Vallejo, California for which it pays the City \$1.00 in annual rent.

The Parties do mutually agree as follows:

1. Revised Term of Agreement. The Agreement term is currently scheduled to expire on June 30, 2023. As of the date of this Amendment, the term of the Agreement is extended to June 30, 2024.

2. EXHIBIT B COMPENSATION, Paragraph 1, is hereby amended to read as follows:

Service Providers Compensation. City agrees to pay Service Providers for services set forth in Exhibit A of this Agreement in monthly installments, with a not-to-exceed amount as set forth below:

For Fiscal Year 2023-2024:

Three hundred fifty two thousand dollars (\$352,000) to the Humane Society of the North Bay; and

Seven hundred thirty eight thousand seven hundred ninety two dollars (\$738,792) to the County of Solano.

Fiscal Year	HSNB	SAC
FY 2014 – 15 (agreement start January 2015)	\$56,250	\$338,672
FY 2015 – 16	\$135,000	\$521,707.20
FY 2016 – 17	\$240,000	\$535,518.40
FY 2017 – 18	\$240,000	\$529,508.40
FY 2018 – 19	\$240,000	\$544,516
FY 2019 – 20	\$240,000	\$588,984
FY 2020 – 21	\$252,000	\$607,356
FY 2021 – 22	\$300,000	\$644,364
FY 2022 – 23	\$300,000	\$656,820

FY 2023 – 24	\$352,000	\$738,792
Total	\$2,355,250	\$5,706,238
Contract Total	\$8,061,488	

The maximum amount of the Agreement is increased by \$52,000 to a revised sum of \$8,061,488.

3. Integration. This Amendment contains the entire agreement between the Parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Amendment. This Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, as previously amended shall remain in full force and effect, and the Parties shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

By: _____
Bill Emlen, County Administrator

DATE: _____

APPROVED AS TO FORM

DocuSigned by:
Michael McDonald
County Counsel Michael McDonald

APPROVED AS TO CONTENT:


Thomas A. Ferrara, Sheriff – Coroner

Lisa M. Donahue

**HUMANE SOCIETY OF THE NORTH
BAY**, a 501(c)3 private non-profit
corporation

DocuSigned by:
Brenda Mooney
By: _____
Brenda Mooney, Board President

DATE: 12/22/2023

11710271

Vallejo Business License No.

CITY OF VALLEJO,
a municipal corporation

DocuSigned by:
Michael Malone
By: _____
Michael Malone, City Manager

DATE: 12/19/2023

ATTEST:

DocuSigned by:
Dawn G. Abrahamson
By: _____
Dawn Abrahamson, City Clerk

APPROVED AS TO FORM

DocuSigned by:
Veronica A.F. Webb
Veronica A.F. Webb, City Attorney

APPROVED AS TO INSURANCE

DocuSigned by:
Armond Sarkis
By: _____
Armond Sarkis, Risk Manager

(City Seal)

**SEVENTH AMENDMENT TO
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF VALLEJO, COUNTY OF SOLANO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This Seventh Amendment ("Amendment") to that Consultant and Professional Services Agreement ("Agreement"), dated for reference on January 13, 2015, entered into by and between the City of Vallejo ("City"), the County of Solano, a political subdivision of the State of California by and through the Sheriff's Office Animal Control Unit ("SAC"), and Humane Society of the North Bay ("HSNB"), and amended by the First Amendment on June 30, 2017, Second Amendment on June 30, 2020, Third Amendment on June 30, 2021, Fourth Amendment on June 13, 2022, Fifth Amendment on June 13, 2023, and Sixth Amendment on November 28, 2023, and this Seventh Amendment is made June 30, 2024. The City, SAC, and HSNB shall be referred to as the "Parties" for purposes of this Amendment.

WHEREAS, HSNB operates from the City-owned property located at 1121 Sonoma Boulevard in Vallejo, California for which it pays the City \$1.00 in annual rent.

The Parties do mutually agree as follows:

1. Revised Term of Agreement. The Agreement term is currently scheduled to expire on June 30, 2024. As of the date of this Amendment, the term of the Agreement is extended to June 30, 2025.

2. EXHIBIT B COMPENSATION, Paragraph 1, is hereby amended to read as follows:

Service Providers Compensation. City agrees to pay Service Providers for services set forth in Exhibit A of this Agreement in monthly installments, with a not-to-exceed amount as set forth below:

For Fiscal Year 2024-2025:

Three hundred sixty-two thousand five hundred and sixty dollars (\$362,560) to the Humane Society of the North Bay; and
Eight hundred and six-thousand two-hundred fifty-six dollars (\$806,256) to the County of Solano.

Fiscal Year	HSNB	SAC
FY 2014 – 15 (agreement start January 2015)	\$56,250	\$338,672
FY 2015 – 16	\$135,000	\$521,707.20
FY 2016 – 17	\$240,000	\$535,518.40
FY 2017 – 18	\$240,000	\$529,508.40
FY 2018 – 19	\$240,000	\$544,516
FY 2019 – 20	\$240,000	\$588,984
FY 2020 – 21	\$252,000	\$607,356
FY 2021 – 22	\$300,000	\$644,364
FY 2022 – 23	\$300,000	\$656,820

FY 2023 – 24	\$352,000	\$738,792
FY 2024 – 25	\$362,560	\$806,256
Total	\$2,717,810	\$6,512,494
Contract Total	\$9,230,304	

The maximum amount of the Agreement is increased by \$1,168,816 to a revised sum of \$9,230,304.

3. Integration. This Amendment contains the entire agreement between the Parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this Amendment. This Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, as previously amended shall remain in full force and effect, and the Parties shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this Amendment and the Agreement, and any prior amendment, if any, the provisions of this Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity shall be presumed to be construed against either party.

6. Counterparts. This Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

7. Authority. The person signing this Amendment for his or her respective Party hereby represents and warrants that he or she is fully authorized to sign this Amendment on behalf of such Party.

THE COUNTY OF SOLANO, a political
subdivision of the State of California by and
through the Sheriff's Office

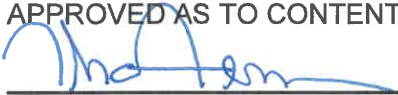
By: 
William Emlen (Aug 13, 2024 12:01 PDT)
Bill Emlen, County Administrator

DATE: Aug 13, 2024

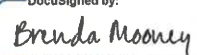
APPROVED AS TO FORM


Michael McDonald (Aug 6, 2024 10:36 PDT)
County Counsel

APPROVED AS TO CONTENT:


Thomas A. Ferrara, Sheriff – Coroner


**HUMANE SOCIETY OF THE NORTH
BAY**, a 501(c)3 private non-profit
corporation

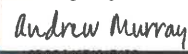
By: 
Brenda Mooney, Board President

DATE: 6/27/2024

11710271

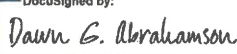
Vallejo Business License No.

CITY OF VALLEJO,
a municipal corporation

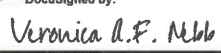
By: 
Andrew Murray, City Manager

DATE: 7/29/2024

ATTEST:

By: 
Dawn Abrahamson, City Clerk

APPROVED AS TO FORM


Veronica A.F. Nebb, City Attorney

APPROVED AS TO INSURANCE


Armond Sarkis, Risk Manager

(City Seal)