



AGENDA ITEM NO.  
**C-17**

# COUNTY OF HUMBOLDT

For the meeting of: September 6, 2016

Date: August 5, 2016

To: Board of Supervisors

From: Michael T. Downey, Sheriff

Subject: Approval of Agreement for Services between Humboldt County Sheriff's Office Animal Control and Cathy Schmall, DVM and Heidi Chavez, Sole Proprietors of McKinleyville Animal Care Center

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement for Services with Cathy Schmall, DVM and Heidi Chavez, Sole Proprietors of McKinleyville Animal Care Center (MACC) to provide veterinarian care and consultation for the Animal Shelter (Attachment 1); and
2. Authorize the Chair of the Board to execute three (3) originals of the Agreement for Services; and
3. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement to the Sheriff's Office for forwarding to interested parties.

Prepared by *Norma S. Lorenzo*  
 Norma S. Lorenzo, Deputy Director Admin

CAO Approval *[Signature]*

REVIEW: Auditor \_\_\_\_\_ County Counsel *NAD* Human Resources *[Signature]* Other *[Signature]*

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Sundberg*  
 Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*  
 Nays \_\_\_\_\_  
 Abstain \_\_\_\_\_  
 Absent \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Sept. 10, 2016*

By: *[Signature]*  
 Kathy Hayes, Clerk of the Board

#### SOURCE OF FUNDING:

Budget Unit 278 Spay/Neuter Fees and Shelter Contracts for Services with Other Agencies

#### DISCUSSION:

The Animal Control Division consists of Animal Control Officers and non-uniformed kennel staff under the administrative direction of the Animal Control Facilities Manager. Regulatory enforcement provides for the health and welfare of both people and animals throughout the unincorporated areas of Humboldt County by enforcing laws and regulations pertaining to stray animals, impounding vicious and potentially dangerous dogs, enforcing compulsory rabies vaccination and quarantine ordinances, conducting animal bite investigations and licensing dogs.

This Division is responsible for the operation of the County's 14,000 square foot Animal Shelter. Domestic animals from the unincorporated areas of the County, along with those from certain contract cities, are brought to the shelter. Over 1,400 animals are brought into the shelter annually and more than 16,000 animals are licensed.

It is necessary for the Sheriff's Office Animal Control to have veterinarian care and consultation services available to properly care for the animals at the shelter. The scope of the Agreement for Services (Attachment 1, Exhibit A) includes veterinary services for spay and neuter, vaccinations, consultation and other routine procedures. MACC was the only respondent to a bid solicitation in 2010 and has provided veterinary services to the Animal Shelter since that time. During the contracting process this year, several other veterinary providers in the area were contacted to solicit participation in a quote or bid process; all others were non-responsive. MACC continues to be the sole respondent to provide veterinary services for the Animal Shelter.

The agreement with McKinleyville Animal Care Center will be effective June 1, 2016 and terminate May 31, 2017.

#### FINANCIAL IMPACT:

Costs of shelter operations are offset by a number of revenue streams, including fees collected for animal licensing, spay and neuter fees, fees associated with adoption, and payments from contracted cities and state parks within Humboldt County.

The maximum compensation under this contract is \$90,000 with individual fees outlined in Exhibit B of the Agreement (Attachment 1). There has been no increase in the contract cap limit, and these costs have been included in the approved FY 2016-17 budget for Budget Unit 278.

The McKinleyville Animal Care Center contract meets the Board of Supervisors Strategic Plan by allowing the Sheriff's Office to continue to enforce laws and regulations to protect residents and provide community-appropriate levels of service.

#### OTHER AGENCY INVOLVEMENT:

None

SOURCE OF FUNDING:

Budget Unit 278 Spay/Neuter Fees and Shelter Contracts for Services with Other Agencies

DISCUSSION:

The Animal Control Division consists of Animal Control Officers and non-uniformed kennel staff under the administrative direction of the Animal Control Facilities Manager. Regulatory enforcement provides for the health and welfare of both people and animals throughout the unincorporated areas of Humboldt County by enforcing laws and regulations pertaining to stray animals, impounding vicious and potentially dangerous dogs, enforcing compulsory rabies vaccination and quarantine ordinances, conducting animal bite investigations and licensing dogs.

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It is necessary for the Sheriff's Office Animal Control to have veterinarian care and consultation services available to properly care for the animals at the shelter. The scope of the Agreement for Services (Attachment 1, Exhibit A) includes veterinary services for spay and neuter, vaccinations, consultation and other routine procedures. The County has contracted for these services with McKinleyville Animal Care Center since the Animal Shelter opened in 2004. Other veterinary providers in the area have not expressed interest in providing these services due to the contract cap or lack of close proximity to the Shelter, making transportation of animals less cost effective.

The agreement will be effective June 1, 2016 and terminate May 31, 2017.

FINANCIAL IMPACT:

Costs of shelter operations are offset by a number of revenue streams, including fees collected for animal licensing, spay and neuter fees, fees associated with adoption, and payments from contracted cities and state parks within Humboldt County.

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The McKinleyville Animal Care Center contract meets the Board of Supervisors Strategic Plan by allowing the Sheriff's Office to continue to enforce laws and regulations to protect residents and provide community-appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board of Supervisors could choose not to approve the agreement between the County of Humboldt and the McKinleyville Animal Care Center for veterinarian care and consultation at the Humboldt County Animal Shelter; however, this is not recommended as a denial of the proposed agreement could potentially result in an interruption of services while a new provider is solicited.

ATTACHMENTS:

Attachment 1            2016 Agreement for Services McKinleyville Animal Care Center

**Attachment 1**

Agreement for Services

Cathy Schmall, DVM and Heidi Chavez  
Sole Proprietors of McKinleyville Animal Care Center

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
CATHY SCHMALL, DVM AND HEIDI CHAVES, OWNERS OF MCKINLEYVILLE ANIMAL  
CARE CENTER**

This Agreement, entered into this 1st day of July, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Cathy Schmall, DVM and Heidi Chavez, owners of McKinleyville Animal Care Center, hereinafter referred to as "CONSULTANT," is made upon the following considerations:

WHEREAS, COUNTY, by and through the Humboldt County Sheriff's Office, desires to retain the services of CONSULTANT for veterinarian care and consultation for the Humboldt County Animal Shelter; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT has represented that it is qualified to perform such services.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

CONSULTANT agrees to furnish the services described in Exhibit A attached hereto and incorporated herein by reference.

2. TERM:

This Agreement shall begin upon execution by both parties and shall terminate on May 31, 2017.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONSULTANT fails to adequately perform the services required hereunder, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONSULTANT seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

D. Compensation. In the event of any termination of this Agreement, CONSULTANT shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONSULTANT.

4. COMPENSATION:

CONSULTANT shall be paid for all service provided at the applicable rates set forth in Exhibits A and B attached hereto and incorporated herein by reference. CONSULTANT further acknowledges and agrees that the total maximum funding approved by COUNTY for services performed is one hundred thousand dollars (\$90,000.00) for any twelve-month period ("Funding Threshold"). CONSULTANT shall notify COUNTY when the amount of services performed hereunder have reached the amount of sixty thousand dollars (\$60,000.00) at which time COUNTY shall review the availability of additional funding, if necessary, beyond the Funding Threshold. It is understood and agreed that the COUNTY shall have no obligation to secure any such additional funding, nor shall CONSULTANT have any obligation to provide services in any given year beyond the value of the Funding Threshold and any additional funding secured.

5. PAYMENT:

CONSULTANT shall submit to COUNTY monthly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, the Humboldt County Sheriff and the Humboldt County Auditor-Controller. CONSULTANT shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Sheriff's Office  
Attn: Norma Lorenzo  
826 Fourth Street  
Eureka, CA 95501

CONSULTANT: Cathy Schmall, DVM  
2151 Central Ave  
P.O. Box 2757  
McKinleyville, CA 95519

7. REPORTS:

CONSULTANT agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONSULTANT agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONSULTANT, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONSULTANT hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONSULTANT further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONSULTANT's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONSULTANT agrees that COUNTY has the right to monitor all activities related to this Agreement, including the right to review and monitor CONSULTANT's records, programs or procedures, at any time, as well as the overall operation of CONSULTANT's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONSULTANT pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, CONSULTANT may receive information that is confidential under local, state or federal law. CONSULTANT hereby agrees to protect all confidential

information in conformance with any and all applicable local, state and federal laws and regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONSULTANT certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this Agreement, CONSULTANT shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CONSULTANT further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, CONSULTANT hereby certifies that CONSULTANT will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace.

14. INDEMNIFICATION:

CONSULTANT shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONSULTANT's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONSULTANT is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONSULTANT's indemnification obligations provided for herein, CONSULTANT shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONSULTANT, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONSULTANT may be exposed to liability. CONSULTANT shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONSULTANT. The coverage shall contain no special limitations on the scope of

protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONSULTANT shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONSULTANT's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONSULTANT's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
  6. CONSULTANT shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONSULTANT does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONSULTANT agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONSULTANT under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONSULTANT shall be required to purchase additional coverage to meet the above aggregate limits.

- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt  
Attn: Risk Management  
825 5th Street, Room 131  
Eureka, California 95501

CONSULTANT: Cathy Schmall, DVM  
2151 Central Ave  
P.O. Box 2757  
McKinleyville, CA 95519

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONSULTANT shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

17. COMPLIANCE WITH LAWS:

CONSULTANT agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CONSULTANT further agrees to comply with all applicable local, state and federal licensure and certification requirements.

18. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. ASSIGNMENT:

CONSULTANT shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONSULTANT to obtain supplies, technical support or professional services.

20. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

21. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONSULTANT. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONSULTANT shall promptly refund, any funds disbursed to CONSULTANT, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

22. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

23. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. STANDARD OF PRACTICE:

CONSULTANT warrants that CONSULTANT has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONSULTANT's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

27. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONSULTANT shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Sheriff.

28. SUBCONTRACTS:

CONSULTANT shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONSULTANT shall remain legally responsible for the performance

of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

29. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

30. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

31. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

32. ENTIRE AGREEMENT:

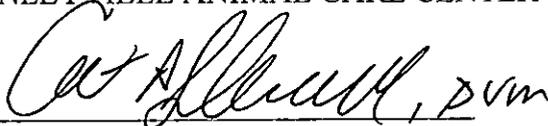
This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

33. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

MCKINLEYVILLE ANIMAL CARE CENTER

By: 

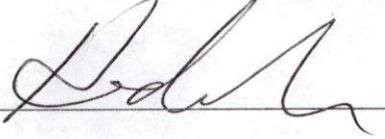
Date: 8/9/16

Name: Cathy Schmall, DVM

Title: Owner, McKinleyville Animal Care Center

(signatures continued on following page)

MCKINLEYVILLE ANIMAL CARE CENTER

By: 

Date: 8/9/10

Name: Heidi Chavez

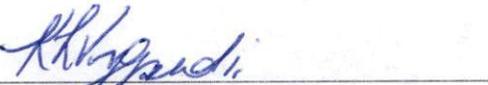
Title: Owner, McKinleyville Animal Care Center

**COUNTY OF HUMBOLDT**

By:   
Mark Lovelace  
Chair Board of Supervisors

Date: 9/6/10

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:   
Risk Analyst

Date: 8/10/10

# EXHIBIT A

## SCOPE OF WORK AND DUTIES

The services to be provided by the veterinary CONTRACTOR and the scope of CONTRACTOR'S duties will be to service any and all veterinary needs of the County of Humboldt during normal business hours, including, but not limited to the following:

- A. Provide consultation on animal care issues;
- B. Review the Humboldt County Animal Shelter policies and procedures;
- C. Maintain required California Board of Veterinary Medicine premise permit and Drug Enforcement Administration Controlled Substance Certificate for the COUNTY and CONTRACTOR as needed;
- D. Oversee and acquisition, storage and use of controlled substance for use in Shelter operations, including, but not limited to, Sodium Pentobarbital, or other appropriate agents for euthanasia;
- E. Provide veterinary services for injured and ill animals in the custody of the Sheriff's Animal Care and Regulations Division;
- F. Provide testimony for such examinations if a case is presented in a court of law.
- G. Provide consultation in emergency situations and in animal abuse cases.
- H. Review and audit at regular intervals the drug logs for controlled substances.
- J. Provide professional advice and skills in handling care and treatment of animals suspected of being abused.
- K. Provide staff training in proper vaccination techniques, including training required for euthanasia certification.
- L. Provide general advice regarding policies and procedures which cover the care and treatment of animals by the Animal Regulation and Care Division.
- M. Provide veterinary services for injured and ill animals that come into the custody and control of the Animal Regulation and Care Division.
- N. Provide emergency management consultation and veterinary services during times of county emergency.
- O. Provide low-cost spay and neuter and rabies vaccination services for animals that are adopted from Humboldt County Animal Shelter.

## EXHIBIT B

Costs for Service rendered by a trained veterinarian employed by CONTRACTOR shall be billed and paid at a rated \$120.00 per hour, except as relates to spaying and neutering, and rabies vaccinations, which shall be at the costs set forth below.

Spaying and Neutering Services shall be billed as follows:

### DOGS:

Spay (0-50 lbs.)	\$ 123.00
Spay (51-100 lbs.)	\$ 143.00
Spay (100 + lbs.)	\$ 173.00
Neuter (0-50 lbs.)	\$ 106.00
Neuter (51-100 lbs.)	\$ 126.00
Neuter (100 + lbs.)	\$ 131.00

### CATS:

Spay	\$ 108.00
Neuter	\$ 76.00

Notwithstanding the above normal fees, if a dog or cat is brought to CONTRACTOR and is already spayed or neutered, the following fees will be billed and paid to compensate for lost surgery time assuming the dog or cat was not sedated.

CAT	\$45.00
DOG	\$50.00

Euthanasia cost per pet (Dog/Cat): \$38.00