

AGREEMENT FOR SERVICES

#558-PHD1106

with

THE GRACE FOUNDATION OF NORTHERN CALIFORNIA

for

Shelter Services Provided for County Livestock

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The Grace Foundation of Northern California, a California non-profit corporation, duly qualified to conduct business in California, whose principal place of business is 5780 Latigo Lane, El Dorado Hills, CA, 95762 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide secure shelter and care for livestock in the custody and care of County's Animal Control division; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide the following to County's Animal Control Division (herein referred to as EDAC):

- Secure shelter and care for livestock in the custody and care of County, including stray livestock in the care of County, as well as livestock in protective custody. Livestock includes, but is not limited to, horses, cattle, llamas, goats, pigs, emus, and chickens
- Access to the Grace Foundation Ranch and County livestock at all times. Veterinarians who contract with EDAC will also be provided access to County livestock, as needed, for their care and treatment
- Shelter services shall consist of secure pens, shelters and stalls, as well as pasture space provided for large animals. County animals will be sheltered separately from other animals while in the care of Contractor
- County equine and other large livestock will be handled only by Grace Foundation equine and large animal staff as well as trained and approved volunteers. Volunteers will be at least eighteen years of age.

Feeding programs and schedules will be designed by County contract veterinarians in consultation with Contractor and Chief Animal Control Officer or his designee.

Care of livestock provided by Contractor shall consist of:

Basic Services

- Feeding two to three times per day, based on animals' needs and EDAC's direction.
- Fresh water continually available.
- Daily cleaning of pens or stalls.
- Purchase of all feed and supplies.
- Coordination with EDAC for Veterinary services required and coordination with EDAC contract Veterinarians.
- Caretaker on ranch, twenty-four hours per day, seven days per week.
- Scheduling of Ferrier services.
- Grooming and handling of animals.
- Documentation of all care provided.
- Photo documentation of each animal-at the beginning of animal's stay at Contractor's facilities and ongoing throughout its stay.

Specialized Services

Specialized services (those not defined in Basic Services) will be provided on a case by case basis as directed by the Chief Animal Control Officer or his designee.

Ferrier Service: Contractor will provide for Ferrier service for horses in protective custody of EDAC. These services will be provided every 45 to 60 days. Contractor invoices will include a line item for Ferrier service fees identifying the horse(s) receiving these services.

Vaccinations, B Complex, and worming medication: Contractor may administer appropriate three-way or five-way vaccinations, vitamin B complex, and worming medications to stray animals in County care, according to Contractor's protocols. If vaccines or worming medications are administered to County stray animals, Contractor's invoices will include charges for the cost of vaccines and worming medications and identification of the stray animal receiving these services.

All vaccinations and medications for animals in protective custody of County will be administered by County contract veterinarians. Vaccinations will be administered by County contract veterinarians within forty-eight (48) hours of the animal's intake.

Authorization by the Chief Animal Control Officer or his designee is required prior to provision of the following services:

Transportation: If directed by the Chief Animal Control Officer or his designee, Contractor will transport (trailer) large animals to and from Contractor's facilities to designated destinations for specific purposes.

Veterinary Services: Under normal circumstances, EDAC will provide for veterinary care of County livestock, utilizing County contracted veterinarian services.

In case of an emergency, or if authorized and directed by the Chief Animal Control Officer or his designee, Contractor will be responsible to obtain veterinary services for County animals in its care. Contractor will notify and consult with EDAC staff prior to obtaining veterinary care unless emergency care is needed and Contractor is unable to reach EDAC staff in a timely manner. Should emergency care be needed, Contractor will first contact veterinarians from County's list of contracted veterinarians, provided by the Chief Animal Control Officer. Should a veterinarian from this list not be available, Contractor will seek care from its regular veterinary care provider. In either case, notification of EDAC staff will be made as soon as possible.

ARTICLE II

Term: This Agreement shall be effective when signed by both parties hereto and shall expire three years thereafter unless earlier terminated pursuant to provisions of Article IX herein.

ARTICLE III

Compensation for Services: Payment to Contractor shall not exceed \$50,000.00 per year, \$150,000.00 over the term of the contract per the fees listed in Exhibit A. County shall pay for Contractor services in arrears within 45 days of receipt of original invoices which reflect detail regarding period being billed, services performed, compensation due for each service, and total compensation due for all services.

Invoices are to be submitted to El Dorado County Animal Control, 415 Placerville Drive, Placerville, CA 95667.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for their unique qualifications and skills as well as those of their personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective

upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by

depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

THE GRACE FOUNDATION OF NORTHERN CALIFORNIA
P.O. BOX 6486
FOLSOM, CA 95763
ATTN: BETH DECAPRIO

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: To the fullest extent of the law, Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.

- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification / Form W9: All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to the County shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE XVII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

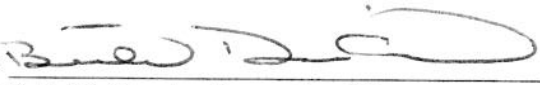
Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

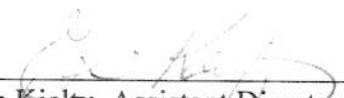
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

CONTRACTOR

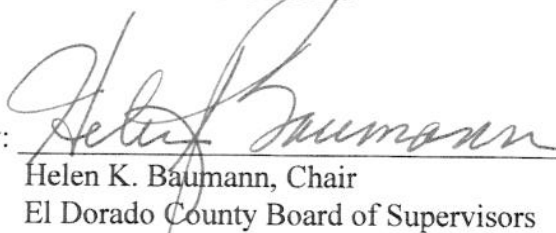
By: 
Beth DeCaprio, Executive Director
The Grace Foundation of Northern California.

Date: 1/24/07

By: 
Erin Kielty, Assistant Director
The Grace Foundation of Northern California.

Date: 1/24/07

COUNTY OF EL DORADO

By: 
Helen K. Baumann, Chair
El Dorado County Board of Supervisors

Date: February 13, 2007

ATTEST:
Cindy Keck, Clerk

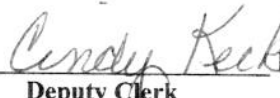
By:  Date: 2/13/07
Deputy Clerk

Exhibit A

SCHEDULE OF FEES
The Grace Foundation of Northern California

Monthly Fee \$500.00

Daily Shelter and Care Fees

Horses	20.00
Cattle	20.00
Llamas	15.00
Pigs	15.00
Goats	5.00
Emus	10.00
Chickens	5.00

Other Fees

Ferrier Service	Not to exceed	\$500.00	per horse
Vaccines	Not to exceed	\$100.00	per application
Worming Medications	Not to exceed	\$30.00	per application
B complex	Not to exceed	\$25.00	per application
Transportation Services		\$50.00	per occurrence

Veterinary Services will be billed directly to County.