

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.43
(ID # 26064)

MEETING DATE:
Tuesday, September 17, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approval of the Professional Services Agreement by and between the County of Riverside and Outcomes for Pets Consulting LLC, to provide an in-depth evaluation of the Department of Animal Services and assist in the preparation of a focused strategic plan to enhance animal welfare for Fiscal Year 2024/25 and Fiscal Year 2026/27. All Districts. [\$2,450,075 Aggregate Amount with up to \$245,007 in additional contingency -General Fund Contingency 100%] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Service Agreement with Outcomes for Pets Consulting, LLC for an in-depth evaluation and the development of a focused strategic plan for the Department of Animal Services to enhance animal welfare internal and external services for a not-to-exceed amount of \$2,450,075 through December 31, 2026, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County; and

Continued on Page 2

ACTION: 4/5 Vote Required, Policy


Jeff Van Wagenen, County Executive Officer 9/13/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Gutierrez
Nays: None
Absent: Spiegel
Date: September 17, 2024
xc: E.O.

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Agreement to the Department of Animal Services for distribution; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement, (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%), and (c) issue Purchase Orders for payment of services performed within the approved compensation amount.
4. Approve and direct the Auditor Controller to make the budget adjustment shown in Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$783,150	\$1,380,718	\$2,695,082	\$0
NET COUNTY COST	\$783,150	\$ 1,380,718	\$2,695,082	\$0
SOURCE OF FUNDS: – General Fund Contingency Funds 100%			Budget Adjustment: Yes	
			For Fiscal Year: 24/25- 26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

At the Board of Supervisors meeting on July 30, 2024, the Board approved the creation of an ad hoc committee to oversee the continuous improvement of animal services in Riverside County. The ad hoc committee has begun meeting and is taking a structured approach to addressing the issues the Department of Animal Services is facing, including the high number of animals coming into the shelters, the limited availability of veterinary care, staff recruitment and retention, facility needs, relationships with stakeholders, and other issues raised by the community. As part of this effort, the ad hoc committee will begin meeting with stakeholders in the coming weeks.

An immediate action identified by the ad hoc committee as being necessary was the hiring of a consultant with recognized expertise in the field of animal services and the operation of shelters to assist the committee and the department by providing an in-depth evaluation of the department, onsite support, and assist in the creation of a focused strategic plan to enhance services. The Executive Office was directed to find an expert and bring a recommendation to the Board of Supervisors.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Outcomes for Pets Consulting, LLC brings a wealth of expertise in the animal shelter and welfare industry, such as: municipal animal services, leadership and management in animal welfare, innovation and the future of animal welfare, animal control and animal protection services, crisis communications and transparency and community centered animal sheltering. With a strong focus on data-driven strategies for lifesaving Kristen Hassen, the Principal of Outcomes for Pets, serves as a Faculty Fellow at the Cummings School of Veterinary Medicine at Tufts University, mentoring students and guiding the next generation of animal welfare leaders. Over the past decade, Ms. Hassen has led some of the largest and most complex animal shelters in the country. She is the only shelter director to have achieved a sustained 90% live outcomes rate at three different shelters, two of which take in nearly 20,000 animals annually. Additionally, Ms. Hassen is familiar with our Department of Animal Services. Last year, she performed a site visit to our shelters and made operational assessments. She has also worked with the University of California Davis, the University of Florida Shelter Medicine Program, San Diego Humane Society, and other consultants to develop a scope of work for Riverside County.

The Executive Office believes that Outcomes for Pets Consulting will be instrumental in providing the needed support to the ad hoc committee and the department, while concurrently building capacity and team effectiveness of the existing staff. This investment will help us achieve the goals of the ad hoc committee.

The Executive Office recommends approval of the professional services agreement with Outcomes for Pets Consulting, LLC.

Impact on Residents and Businesses

This partnership with Outcomes for Pets Consulting will provide the County with a path to increased efficiency and enhanced animal welfare internal and external services for the public.

Contract History and Price Reasonableness

	PHASE 1 October 1, 2024 - December 31, 2025	PHASE 2 January 1, 2026 - December 31, 2026	Total Cost
FY24/25	\$783,150	\$0	\$783,150
FY25/26	\$522,100	\$858,618	\$1,380,718
FY26/27		\$286,206	\$286,206
10% Contingency		\$245,007	\$245,007
Total	\$1,305,250	\$1,144,825	\$2,695,082

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

SCHEDULE A

Anticipated increase in Unassigned Fund Balance:

10000-1109000000-370100 Unassigned Fund Balance	\$783,150
---	-----------

Decrease Appropriations:

10000-1109000000-581000 Appropriation for Contingency	\$783,150
---	-----------

Increase in Appropriations

10000-4200600000-525440 Professional Services	\$783,150
---	-----------

Anticipated use of Fund Balance

10000-4200600000- 370100 Unassigned Fund Balance	\$783,150
--	-----------

ATTACHMENTS:

- A. Single Source Justification
- B. Professional Service Agreement Outcomes for Pets Consulting LLC comprehensive plan to enhance animal welfare services within Riverside County.


Melissa Curtis, Deputy Director of Purchasing and Fleet 9/13/2024

PROFESSIONAL SERVICE AGREEMENT

for

COMPREHENSIVE PLAN ENHANCED ANIMAL WELFARE SERVICES

between

COUNTY OF RIVERSIDE

and

OUTCOME FOR PETS CONSULTING, LLC



SEP 17 2024

343

TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions	21

This Agreement, by and between OUTCOME FOR PETS CONSULTING LLC, a limited liability company of Texas (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two million, four hundred fifty thousand, seventy-five dollars (\$2,450,075.00) aggregate for the period of performance, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren. Blvd.
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ANARC-80100000-001-09/26; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are

made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limited to, duplication and/or distribution within the COUNTY or to third-parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren
Jurupa Valley, CA 92509

CONTRACTOR

OUTCOME FOR PETS CONSULTING, LLC
4928 Manchester Circle
Austin, Texas 78745
kristen@outcomesforpets.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

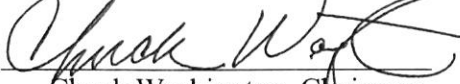
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. **23.12** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

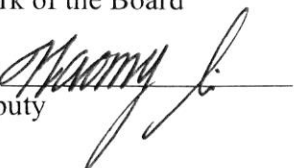
Dated: 9/17/2024

OUTCOMES FOR PETS CONSULTING, LLC
a limited liability company of Texas

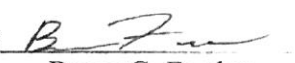
By: _____
Name: Kristen Hassen
Title: Principal

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Mihn C. Tran
County Counsel

By: 
Bruce G. Fordon
Supervising Deputy County Counsel

SEP 17 2024 3.43

EXHIBIT A
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CONTRACTOR

1. STRATEGY DEVELOPMENT

- 1.1 **Strategic objectives and action plan:** CONTRACTOR will develop and implement an eighteen (18) month strategic objectives and action plan focusing on public health and safety, lifesaving, humane care and community engagement.
- 1.2 **Strategic plan:** CONTRACTOR will craft a three-year strategic plan that includes goals, objectives, benchmarks, and key performance indicators (KPI's)
- 1.3 **Committee participation:** CONTRACTOR will participate in the ad-hoc committee to ensure alignment with the County's goals and objectives.
- 1.4 **Contracts and MOUs.** CONTRACTOR will provide guidance and assistance with the negotiation of County contracts to optimize service delivery and resource allocation.

2. COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT

- 2.1 **Communications plan:** CONTRACTOR will create and implement a comprehensive strategic communications plan to enhance transparency and stakeholder engagement.
- 2.2 **Internal and external communications:** CONTRACTOR will provide timely and transparent communications content and recommendations to maintain trust with the public and to keep the community informed of urgent and emerging news from animal services.
- 2.3 **Stakeholder engagement:** CONTRACTOR will engage volunteers, foster caregivers, advocates, rescue partners, community partners, and other stakeholders through strategic feedback activities, including surveys, and focus groups.
- 2.4 **Public meetings:** CONTRACTOR will professionally facilitate community meetings in order to provide comprehensive recommendations to staff.
- 2.5 **National partner stewardship.** CONTRACTOR will foster relationships with national organizations and serve as the main point of contact for national organizations.
- 2.6 **Animal transport plan:** CONTRACTOR will develop a plan to collaborate with national partners and external stakeholders to transport highly adoptable animals to regions with higher adoption demand.

3. REPORTS AND RECOMMENDATIONS

3.1 Monthly reporting: CONTRACTOR will provide Riverside County with monthly data and narrative reports detailing progress and outcomes.

3.2 Update previous reports and recommendations: CONTRACTOR will update the 2023 and 2024 Outcomes for Pets assessment, findings, and recommendations report to reflect implemented and outstanding actions.

3.3 Comprehensive analysis: CONTRACTOR will present a detailed analysis of data, programs, and policies, including a review of 10 years of historical data.

3.4 Budget and organizational review: CONTRACTOR will Review the budget and organizational structure, presenting findings and recommendations to Riverside County.

4. OPERATIONS

Executive Leadership Strategic Plan Implementation

4.1 Guide implementation: CONTRACTOR will work with animal services staff to implement approved recommendations to improve efficiency and effectiveness.

4.2 Collaborate with COUNTY leadership: CONTRACTOR will mentor COUNTY leadership teams at each facility to define and execute strategic objectives.

4.3 Optimize animal flow: CONTRACTOR will streamline processes to expedite the flow of animals through the system, reducing length of stay and increasing live outcomes.

4.4 Remote pet support center: CONTRACTOR will work with staff to establish a remote pet support center for intake triage and diversion to prevent shelter overcrowding.

4.5 Capacity management: CONTRACTOR will introduce standards and policies to ensure COUNTY operates within the capacity for care to ensure humane treatment of all animals.

4.6 Animal transfer program: CONTRACTOR will work with COUNTY staff to facilitate the transfer of animals to local and regional partners to improve outcomes.

4.7 Spay/neuter capacity: CONTRACTOR will work with local and national partners to increase capacity for spay and neuter surgeries for animals most at risk of shelter entry and euthanasia.

5 ANTICIPATED NEEDS AND AREAS OF SUPPORT FROM COUNTY

5.1 COUNTY will reallocate existing or create new staff positions to expedite animal flow and increase

positive outcomes (eg. lost pet reunification specialist, vulnerable population fostercoordinator, dog rescue coordinator).

5.2 COUNTY will work with the consultant to explore options for system-level change including organizational restructuring.

5.3 COUNTY will commitment to promptly make decisions and operationalize changes.

5.4 COUNTY will investment into shelter pathway and customer flow signage to expedite processes and increase live outcomes.

5.6 COUNTY will provide access to shelter software databases, including animal-level and field services

6. TIMELINE

6.1 Planning and Organizational Phase

- October through December, 2024
- Work with COUNTY and County leadership to address urgent priorities while creating plans and timelines for future work.
- Draft a short-term strategic action plan and gain consensus for short-term strategic objectives
- Serve as an advisor to COUNTY and County leadership

Executive Leadership Strategic Plan Implementation

- Recruit and onboard executive leadership.

6.2 Year One

- January 1, 2025 through December 31, 2025

6.3 Year Two

- January 1, 2026 through December 31, 2026

(This section left intentionally blank, Exhibit B on following page)

EXHIBIT B
PAYMENT PROVISIONS

PLANNING and YEAR ONE EXPENSES	
DESCRIPTION	COST
<p>Outcomes for Pets Principal Consultant:</p> <ul style="list-style-type: none"> • Principal consultant for the project, serving on the ad hoc committee, and providing monthly and annual reports to the County. • Lead strategy, manage process, and complete agreed-upon deliverables. • Mentor senior RCDAS staff to achieve strategic goals and objectives. • Perform 10 to 12 site visits during each year of the consultation period. • Conduct a comprehensive stakeholder engagement process to inform strategic goals and objectives. 	\$250,000.00
<p>Executive Leadership:</p> <ul style="list-style-type: none"> • Experienced government animal shelter director with demonstrated excellence in leadership and management of a high-intake shelter. • 100 hours per month allocated to RCDAS for the duration of the contract period with at least 50 hours on site per month. • Operationalize the strategic plan. 	\$175,000.00
<p>Communications and Stakeholder Engagement Leadership</p> <ul style="list-style-type: none"> • Includes seasoned executive leader with demonstrated expertise and a track record of success. • 100 hours per month allocated to RCDAS with at least 50 hours on site per month. • Acts in the place of the PIO and works directly with the County communication department. 	\$150,000.00
<p>Project Management:</p> <ul style="list-style-type: none"> • Experienced animal welfare project manager to ensure deliverables are completed on schedule and strategic benchmarks are met. • 80 hours per month allocated to RCDAS for the duration of the contract period. • Plan and manage operations meetings and serve as the daily point of contact for management and supervisor-level animal services staff. • Complete project deliverables and move them through an agreed-upon approval process, including standard operating procedures, training manuals, reports, and other content. 	\$75,000.00
<p>• Data Analysis and Data Training:</p> <ul style="list-style-type: none"> • Complete advanced data analysis including animal-level assessment of intakes and outcomes, evaluation of which animals are most vulnerable in the shelter system, and the impact of various interventions. • Train animal services IT staff members on collecting and reporting on animal services data. • Provide monthly, public-facing data reports showing trends over five or more years. • Measure and report on program and policy impact. 	\$45,000.00

for County approval prior to incurring additional expenditures.	
Administrative Overhead (15%):	\$170,250.00
Total Year One Total	\$1,305,250.00

YEAR TWO EXPENSES	
DESCRIPTION	COST
<p>Outcomes for Pets Principal Consultant:</p> <ul style="list-style-type: none"> • Principal consultant for the project, serving on the ad hoc committee, and providing monthly and annual reports to the County. • Lead strategy, manage process, and complete agreed-upon deliverables. • Mentor senior RCDAS staff to achieve strategic goals and objectives. • Perform 10 to 12 site visits during each year of the consultation period. • Conduct a comprehensive stakeholder engagement process to inform strategic goals and objectives. 	\$250,000.00
<p>Executive Leadership:</p> <ul style="list-style-type: none"> • Experienced government animal shelter director with demonstrated excellence in leadership and management of a high-intake shelter. • 100 hours per month allocated to RCDAS for the duration of the contract period with at least 50 hours on site per month. • Operationalize the strategic plan. 	\$183,750.00
<p>Communications and Stakeholder Engagement Leadership</p> <ul style="list-style-type: none"> • Includes seasoned executive leader with demonstrated expertise and a track record of success. • 100 hours per month allocated to RCDAS with at least 50 hours on site per month. • Acts in the place of the PIO and works directly with the County communication department. 	\$103,000.00
<p>Project Management:</p> <ul style="list-style-type: none"> • Experienced animal welfare project manager to ensure deliverables are completed on schedule and strategic benchmarks are met. • 80 hours per month allocated to RCDAS for the duration of the contract period. • Plan and manage operations meetings and serve as the daily point of contact for management and supervisor-level animal services staff. • Complete project deliverables and move them through an agreed-upon approval process, including standard operating procedures, training manuals, reports, and other content. 	\$78,750.00
<ul style="list-style-type: none"> • Data Analysis and Data Training: <ul style="list-style-type: none"> • Complete advanced data analysis including animal-level assessment of intakes and outcomes, evaluation of which animals are most vulnerable in the shelter system, and the impact of various interventions. • Train animal services IT staff members on collecting and reporting on animal services data. • Provide monthly, public-facing data reports showing trends over five or more years. • Measure and report on program and policy impact. 	\$25,000.00

YEAR TWO EXPENSES	
DESCRIPTION	COST
<p>Kitten Diversion and Pathway Planning Expertise:</p> <ul style="list-style-type: none"> • Design and implement a proven model for kitten diversion and care. • Increase the live release rate for kittens under eight weeks. • Work collaboratively with rescue and spay/neuter groups to develop a community-wide kitten diversion program. • Identify and pursue avenues to increase spay/neuter support targeted towards kittens that are diverted from shelter intake. 	\$100,000.00
<p>Animal Shelter Fundraising and Development Advisor: \$25,000</p> <ul style="list-style-type: none"> • Explore options for accepting grants and donations to support programs and services above and beyond what the County is funded to provide. • Provide recommendations, sample documents, and campaign material samples. • Advise the County on steps to grow fundraising and development capacity. • Provide recommendations for fundraising goals and benchmarks. 	\$25,000.00
<p>Live Outcomes Program Expertise:</p> <ul style="list-style-type: none"> • Subject matter experts provide direct support and training for staff, volunteers, and community partners. • Experts will provide guidance, recommendations, and review of program and policy changes to increase live outcomes. • Experts will focus specifically on volunteer engagement, foster programs, humane housing and care, adoptions, and marketing. 	\$80,000.00
<p>Travel Expenses and Supplies:</p> <ul style="list-style-type: none"> • ○ Costs related to airfare, car rental, mileage, food, and lodging for consultants and subject matter experts. • ○ Supplies consultants need for training, community engagement, and strategic planning. • ○ Expenses for this line item will be itemized and reported to the county each quarter. By December 31, 2025, any unexpended funds will be returned or reallocated towards the costs of achieving strategic objectives with written agreement from the County. • ○ Unanticipated increases in travel and supply costs or the need for increased travel outside of what has been outlined in this proposal may require additional county funding. If that occurs, a Travel Expenses and Supplies Addendum will be submitted for County approval prior to incurring additional expenditures. 	Up to \$150,000.00
Administrative Overhead (15%):	\$149,325.00
Total Year Two Total	\$1,144,825.00
Grand Total of Consulting Services	\$2,450,075.00



EXECUTIVE OFFICE

JEFFREY A. VAN WAGENEN, JR.
COUNTY EXECUTIVE OFFICER

JUAN C. PEREZ
CHIEF OPERATING OFFICER

DAVE ROGERS
CHIEF ADMINISTRATIVE OFFICER

KIMBERLY BRITT, ASSISTANT CEO
HUMAN SERVICES

SARAH FRANCO, ASSISTANT CEO
INTERNAL SERVICES

CHARISSA LEACH, ASSISTANT CEO
PUBLIC WORKS & COMMUNITY SERVICES

MICHELLE PARADISE, ASSISTANT
CEO
PUBLIC SAFETY

ZAREH SARRAFIAN, ASSISTANT
CEO
HEALTH SYSTEMS

Date: Friday, September 13, 2024

From: Jeff Van Wagenen

To: Purchasing Agent

Via: Anna Marie Johnson-Earls, PCS

Subject: Consulting Services for evaluation of the Department of Animal Services and development of a focused strategic plan

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

- Supplier Quote
- Supplier Sole Source Letter
- Final draft
- H-11 approved by RCIT/TSOC
- Grant Agreement
- Other: (i.e. CA Secretary of State Business Entity Information, Dept. of Justice Registration Conformation for non-profits, etc.)

1. Requested Supplier Name: OUTCOMES FOR PETS CONSULTING, LLC Supplier ID: 0000259688

a. Describe the goods/service being requested: Supplier will provide an in-depth evaluation of the Department of Animal Services and assist in the preparation of a focused strategic plan to enhance animal welfare.

b. Explain the unique features of the goods/services being requested from this supplier: These proposed services outline a comprehensive plan to enhance animal welfare services within Riverside County. The plan focuses on strategic development, stakeholder engagement, operational improvements, and data-driven decision-making to balance public health, safety, and humane care.

c. What are the operational benefits to your department? The consultant's extensive years of experience will service the County as a

COUNTY ADMINISTRATIVE CENTER
4080 LEMON STREET, 4TH FLOOR
RIVERSIDE, CA 92501
(951) 955-1110 | RivCo.org

5. Period of Performance: 10/1/2024 – 12/31/2026

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 10/1/2024 End Date: 12/31/2026

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): N/A (Aggregate period of performance)

Aggregate Term/End Date: 12/31/2026

6. Projected Board of Supervisor Date (if applicable): 9/17/2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

<u>Jeff Van Wagenen</u>		<u>9/12/2024</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

.....

PCS Reviewed:

<u>Anna Marie Johnson-Earls</u>		<u>9/12/2024</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.



The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

- One-time \$ _____
- Annual Amounts reflected in completed chart for Question #4
- Total Cost \$ 2,695,082 including contingency
- Aggregate Amount \$ _____

<u>Melissa Curtis</u>	<u>9/13/2024</u>	<u>25-049</u>
Purchasing Agent Signature	Date	Tracking Number (Reference on Purchasing Documents)

PROFESSIONAL SERVICE AGREEMENT

for

COMPREHENSIVE PLAN ENHANCED ANIMAL WELFARE SERVICES

between

COUNTY OF RIVERSIDE

and

OUTCOME FOR PETS CONSULTING, LLC



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	10
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	11
17. Administration/Contract Liaison.....	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Service.....	19
Exhibit B- Payment Provisions	21

This Agreement, by and between OUTCOME FOR PETS CONSULTING LLC, a limited liability company of Texas (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2026, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed two million, four hundred fifty thousand, seventy-five dollars (\$2,450,075.00) aggregate for the period of performance, including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Urban Consumers, All Items - Riverside-San Bernardino-Ontario, CA areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number ANARC-80100000-001-09/26; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are

made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third-parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term “privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF ANIMAL SERVICES
6851 Van Buren
Jurupa Valley, CA 92509

CONTRACTOR

OUTCOME FOR PETS CONSULTING, LLC
4928 Manchester Circle
Austin, Texas 78745
kristen@outcomesforpets.com

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance

contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

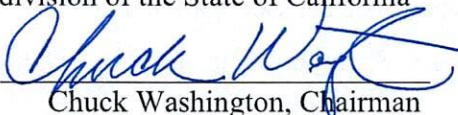
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. **23.12** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

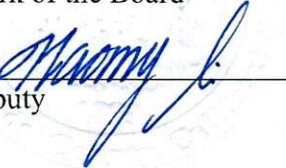
Dated: 9/17/2024

OUTCOMES FOR PETS CONSULTING, LLC
a limited liability company of Texas


By: _____
Name: Kristen Hassen
Title: Principal

Dated: _____

ATTEST:
Kimberly Rector
Clerk of the Board

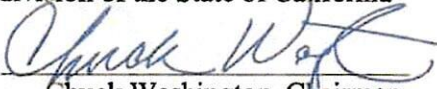
By: 
Deputy

APPROVED AS TO FORM:
Mihn C. Tran
County Counsel

By: 
Bruce G. Fordon
Supervising Deputy County Counsel

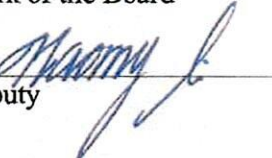
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

Dated: 9/17/2024


ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Mihn C. Tran
County Counsel

By: 
Bruce G. Fordon
Supervising Deputy County Counsel

OUTCOMES FOR PETS CONSULTING, LLC
a limited liability company of Texas

By: 
Name: ~~Kristen Hassen~~
Kristen Hassen (Sep 24, 2024 08:47 CDT)
Title: Principal

Dated: 09/24/2024

SEP 17 2024 3.43

EXHIBIT A
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CONTRACTOR

1. STRATEGY DEVELOPMENT

- 1.1 **Strategic objectives and action plan:** CONTRACTOR will develop and implement an eighteen (18) month strategic objectives and action plan focusing on public health and safety, lifesaving, humane care and community engagement.
- 1.2 **Strategic plan:** CONTRACTOR will craft a three-year strategic plan that includes goals, objectives, benchmarks, and key performance indicators (KPI's)
- 1.3 **Committee participation:** CONTRACTOR will participate in the ad-hoc committee to ensure alignment with the County's goals and objectives.
- 1.4 **Contracts and MOUs.** CONTRACTOR will provide guidance and assistance with the negotiation of County contracts to optimize service delivery and resource allocation.

2. COMMUNICATIONS AND STAKEHOLDER ENGAGEMENT

- 2.1 **Communications plan:** CONTRACTOR will create and implement a comprehensive strategic communications plan to enhance transparency and stakeholder engagement.
- 2.2 **Internal and external communications:** CONTRACTOR will provide timely and transparent communications content and recommendations to maintain trust with the public and to keep the community informed of urgent and emerging news from animal services.
- 2.3 **Stakeholder engagement:** CONTRACTOR will engage volunteers, foster caregivers, advocates, rescue partners, community partners, and other stakeholders through strategic feedback activities, including surveys, and focus groups.
- 2.4 **Public meetings:** CONTRACTOR will professionally facilitate community meetings in order to provide comprehensive recommendations to staff.
- 2.5 **National partner stewardship.** CONTRACTOR will foster relationships with national organizations and serve as the main point of contact for national organizations.
- 2.6 **Animal transport plan:** CONTRACTOR will develop a plan to collaborate with national partners and external stakeholders to transport highly adoptable animals to regions with higher adoption demand.

3. REPORTS AND RECOMMENDATIONS

3.1 Monthly reporting: CONTRACTOR will provide Riverside County with monthly data and narrative reports detailing progress and outcomes.

3.2 Update previous reports and recommendations: CONTRACTOR will update the 2023 and 2024 Outcomes for Pets assessment, findings, and recommendations report to reflect implemented and outstanding actions.

3.3 Comprehensive analysis: CONTRACTOR will present a detailed analysis of data, programs, and policies, including a review of 10 years of historical data.

3.4 Budget and organizational review: CONTRACTOR will Review the budget and organizational structure, presenting findings and recommendations to Riverside County.

4. OPERATIONS

Executive Leadership Strategic Plan Implementation

4.1 Guide implementation: CONTRACTOR will work with animal services staff to implement approved recommendations to improve efficiency and effectiveness.

4.2 Collaborate with COUNTY leadership: CONTRACTOR will mentor COUNTY leadership teams at each facility to define and execute strategic objectives.

4.3 Optimize animal flow: CONTRACTOR will streamline processes to expedite the flow of animals through the system, reducing length of stay and increasing live outcomes.

4.4 Remote pet support center: CONTRACTOR will work with staff to establish a remote pet support center for intake triage and diversion to prevent shelter overcrowding.

4.5 Capacity management: CONTRACTOR will introduce standards and policies to ensure COUNTY operates within the capacity for care to ensure humane treatment of all animals.

4.6 Animal transfer program: CONTRACTOR will work with COUNTY staff to facilitate the transfer of animals to local and regional partners to improve outcomes.

4.7 Spay/neuter capacity: CONTRACTOR will work with local and national partners to increase capacity for spay and neuter surgeries for animals most at risk of shelter entry and euthanasia.

5 ANTICIPATED NEEDS AND AREAS OF SUPPORT FROM COUNTY

5.1 COUNTY will reallocate existing or create new staff positions to expedite animal flow and increase

positive outcomes (eg. lost pet reunification specialist, vulnerable population fostercoordinator, dog rescue coordinator).

5.2 COUNTY will work with the consultant to explore options for system-level change including organizational restructuring.

5.3 COUNTY will commitment to promptly make decisions and operationalize changes.

5.4 COUNTY will investment into shelter pathway and customer flow signage to expedite processes and increase live outcomes.

5.6 COUNTY will provide access to shelter software databases, including animal-level and field services

6. TIMELINE

6.1 Planning and Organizational Phase

- October through December, 2024
- Work with COUNTY and County leadership to address urgent priorities while creating plans and timelines for future work.
- Draft a short-term strategic action plan and gain consensus for short-term strategic objectives
- Serve as an advisor to COUNTY and County leadership

Executive Leadership Strategic Plan Implementation

- Recruit and onboard executive leadership.

6.2 Year One

- January 1, 2025 through December 31, 2025

6.3 Year Two

- January 1, 2026 through December 31, 2026

(This section left intentionally blank, Exhibit B on following page)

**EXHIBIT B
PAYMENT PROVISIONS**

PLANNING and YEAR ONE EXPENSES	
DESCRIPTION	COST
<p>Outcomes for Pets Principal Consultant:</p> <ul style="list-style-type: none"> • Principal consultant for the project, serving on the ad hoc committee, and providing monthly and annual reports to the County. • Lead strategy, manage process, and complete agreed-upon deliverables. • Mentor senior RCDAS staff to achieve strategic goals and objectives. • Perform 10 to 12 site visits during each year of the consultation period. • Conduct a comprehensive stakeholder engagement process to inform strategic goals and objectives. 	\$250,000.00
<p>Executive Leadership:</p> <ul style="list-style-type: none"> • Experienced government animal shelter director with demonstrated excellence in leadership and management of a high-intake shelter. • 100 hours per month allocated to RCDAS for the duration of the contract period with at least 50 hours on site per month. • Operationalize the strategic plan. 	\$175,000.00
<p>Communications and Stakeholder Engagement Leadership</p> <ul style="list-style-type: none"> • Includes seasoned executive leader with demonstrated expertise and a track record of success. • 100 hours per month allocated to RCDAS with at least 50 hours on site per month. • Acts in the place of the PIO and works directly with the County communication department. 	\$150,000.00
<p>Project Management:</p> <ul style="list-style-type: none"> • Experienced animal welfare project manager to ensure deliverables are completed on schedule and strategic benchmarks are met. • 80 hours per month allocated to RCDAS for the duration of the contract period. • Plan and manage operations meetings and serve as the daily point of contact for management and supervisor-level animal services staff. • Complete project deliverables and move them through an agreed-upon approval. • process, including standard operating procedures, training manuals, reports, and other content. 	\$75,000.00
<ul style="list-style-type: none"> • Data Analysis and Data Training: <ul style="list-style-type: none"> • Complete advanced data analysis including animal-level assessment of intakes and outcomes, evaluation of which animals are most vulnerable in the shelter system, and the impact of various interventions. • Train animal services IT staff members on collecting and reporting on animal services data. • Provide monthly, public-facing data reports showing trends over five or more years. • Measure and report on program and policy impact. 	\$45,000.00

for County approval prior to incurring additional expenditures.	
Administrative Overhead (15%):	\$170,250.00
Total Year One Total	\$1,305,250.00

YEAR TWO EXPENSES	
DESCRIPTION	COST
<p>Outcomes for Pets Principal Consultant:</p> <ul style="list-style-type: none"> • Principal consultant for the project, serving on the ad hoc committee, and providing monthly and annual reports to the County. • Lead strategy, manage process, and complete agreed-upon deliverables. • Mentor senior RCDAS staff to achieve strategic goals and objectives. • Perform 10 to 12 site visits during each year of the consultation period. • Conduct a comprehensive stakeholder engagement process to inform strategic goals and objectives. 	\$250,000.00
<p>Executive Leadership:</p> <ul style="list-style-type: none"> • Experienced government animal shelter director with demonstrated excellence in leadership and management of a high-intake shelter. • 100 hours per month allocated to RCDAS for the duration of the contract period with at least 50 hours on site per month. • Operationalize the strategic plan. 	\$183,750.00
<p>Communications and Stakeholder Engagement Leadership</p> <ul style="list-style-type: none"> • Includes seasoned executive leader with demonstrated expertise and a track record of success. • 100 hours per month allocated to RCDAS with at least 50 hours on site per month. • Acts in the place of the PIO and works directly with the County communication department. 	\$103,000.00
<p>Project Management:</p> <ul style="list-style-type: none"> • Experienced animal welfare project manager to ensure deliverables are completed on schedule and strategic benchmarks are met. • 80 hours per month allocated to RCDAS for the duration of the contract period. • Plan and manage operations meetings and serve as the daily point of contact for management and supervisor-level animal services staff. • Complete project deliverables and move them through an agreed-upon approval process, including standard operating procedures, training manuals, reports, and other content. 	\$78,750.00
<ul style="list-style-type: none"> • Data Analysis and Data Training: <ul style="list-style-type: none"> • Complete advanced data analysis including animal-level assessment of intakes and outcomes, evaluation of which animals are most vulnerable in the shelter system, and the impact of various interventions. • Train animal services IT staff members on collecting and reporting on animal services data. • Provide monthly, public-facing data reports showing trends over five or more years. • Measure and report on program and policy impact. 	\$25,000.00

YEAR TWO EXPENSES	
DESCRIPTION	COST
Kitten Diversion and Pathway Planning Expertise: <ul style="list-style-type: none"> • Design and implement a proven model for kitten diversion and care. • Increase the live release rate for kittens under eight weeks. • Work collaboratively with rescue and spay/neuter groups to develop a community-wide kitten diversion program. • Identify and pursue avenues to increase spay/neuter support targeted towards kittens that are diverted from shelter intake. 	\$100,000.00
Animal Shelter Fundraising and Development Advisor: \$25,000 <ul style="list-style-type: none"> • Explore options for accepting grants and donations to support programs and services above and beyond what the County is funded to provide. • Provide recommendations, sample documents, and campaign material samples. • Advise the County on steps to grow fundraising and development capacity. • Provide recommendations for fundraising goals and benchmarks. 	\$25,000.00
Live Outcomes Program Expertise: <ul style="list-style-type: none"> • Subject matter experts provide direct support and training for staff, volunteers, and community partners. • Experts will provide guidance, recommendations, and review of program and policy changes to increase live outcomes. • Experts will focus specifically on volunteer engagement, foster programs, humane housing and care, adoptions, and marketing. 	\$80,000.00
Travel Expenses and Supplies: <ul style="list-style-type: none"> • ○ Costs related to airfare, car rental, mileage, food, and lodging for consultants and subject matter experts. • ○ Supplies consultants need for training, community engagement, and strategic planning. • ○ Expenses for this line item will be itemized and reported to the county each quarter. By December 31, 2025, any unexpended funds will be returned or reallocated towards the costs of achieving strategic objectives with written agreement from the County. • ○ Unanticipated increases in travel and supply costs or the need for increased travel outside of what has been outlined in this proposal may require additional county funding. If that occurs, a Travel Expenses and Supplies Addendum will be submitted for County approval prior to incurring additional expenditures. 	Up to \$150,000.00
Administrative Overhead (15%):	\$149,325.00
Total Year Two Total	\$1,144,825.00
Grand Total of Consulting Services	\$2,450,075.00







Outcome for Pets Consulting LLC Professional Agreement

Final Audit Report

2024-09-24

Created:	2024-09-20
By:	Anna Marie Johnson-Earls (annjohnson@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJJIBOVDNO2zduMDTMqRx2HpauDISUr

"Outcome for Pets Consulting LLC Professional Agreement" History

-  Document created by Anna Marie Johnson-Earls (annjohnson@rivco.org)
2024-09-20 - 9:11:27 PM GMT
-  Document emailed to kristen@outcomesforpets.com for signature
2024-09-20 - 9:11:35 PM GMT
-  Email viewed by kristen@outcomesforpets.com
2024-09-24 - 1:45:42 PM GMT
-  Signer kristen@outcomesforpets.com entered name at signing as Kristen Hassen
2024-09-24 - 1:47:36 PM GMT
-  Document e-signed by Kristen Hassen (kristen@outcomesforpets.com)
Signature Date: 2024-09-24 - 1:47:38 PM GMT - Time Source: server
-  Agreement completed.
2024-09-24 - 1:47:38 PM GMT