



# Santa Cruz County Animal Shelter

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580 Airport Boulevard, Watsonville, CA 95076  
Phone: (831) 454-7200 Fax: (831) 454-7210

Melanie Sobel  
General Manager

## SANTA CRUZ COUNTY ANIMAL SHELTER

### BOARD OF DIRECTORS MEETING

PUBLIC ADVISORY REGARDING COVID-19 AND PUBLIC PARTICIPATION Consistent with Executive Order No. N-29-20 issued by Governor Newsom on March 17, 2020, the regular meeting of the SANTA CRUZ COUNTY ANIMAL SHELTER BOARD OF DIRECTORS

ON MONDAY, DECEMBER 14, 2020 AT 11:00 AM

This meeting will be held via Microsoft Teams Meeting teleconference ONLY  
Board Members and ASA Staff Members will be participating remotely via videoconference.

#### Public Participation:

For those wishing to participate via Microsoft Teams, you can join by the link below to join:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_NmMzMGU4NGUtYjNlZC00MmJkLWJiMDQtOTkxNWZiMTk1OWQ0%40thread.v2/0?context=%7b%22id%22%3a%2252044d34-04cb-41a4-a0cd-54ae6eefb9f%22%2c%22oid%22%3a%2297177c28-394c-4e6f-b125-01c7a0c85dfe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmMzMGU4NGUtYjNlZC00MmJkLWJiMDQtOTkxNWZiMTk1OWQ0%40thread.v2/0?context=%7b%22id%22%3a%2252044d34-04cb-41a4-a0cd-54ae6eefb9f%22%2c%22oid%22%3a%2297177c28-394c-4e6f-b125-01c7a0c85dfe%22%7d) Or call in (audio only) +1 916-318-9542,,760328311# United States, Sacramento Phone Conference ID: 760 328 311#

How to comment on agenda items via email before the meeting:

Members of the public may provide public comment by sending comments via email to the ASA Clerk at [Erika.Anderson@santacruzcounty.us](mailto:Erika.Anderson@santacruzcounty.us),

- Identify the agenda item number in the subject line of the email.
- Emailed comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time.
- Each emailed comment will be read aloud for up to three minutes.
- Emails received by [Erika.Anderson@santacruzcounty.us](mailto:Erika.Anderson@santacruzcounty.us) outside of the comment period outlined above will not be included in the record.

How to comment on agenda items via Teams, during the meeting and prior to the close of public comment on an item:

- You may ask your question aloud, by raising your hand during the comment period for that item and the moderator will call on you using your name or the last 3 digits of your phone number. You will have three minutes of speaking time.

#### 1.0 Call to Order and Roll Call

#### 2.0 Introductions

#### 3.0 Consideration of Late Additions or Changes to the Agenda

#### 4.0 Oral Communications – Any person may address the Santa Cruz County Animal Shelter Board of Directors during the Oral Communications period. All Oral Communications should be directed to items or issues that would be within the jurisdiction of the Santa Cruz County Animal Shelter but not on today's Agenda. Board members will not take actions or respond immediately to Oral Communications presented, but may choose to follow-up at a later time, either individually or on a subsequent Agenda.

#### 5.0 Consent Agenda

Pg. 1 5.1 Approve minutes of the October 19, 2020 meeting

Pg. 2 5.2 Accept reports of the General Manager and the Management Team for October/November 2020

Pg. 7 5.3 Accept and file the statistics for the months October/November 2020

Pg. 9 5.4 Approve recommendation of General Manager to set the 2021 Board of Directors' meeting dates

Pg. 10 5.5 Authorize any possible minor changes to the proposed Request for Proposals (RFP) and the release of RFP for legal services to the Santa Cruz County Animal Services Authority (ASA) for a three-year period with possible 1 year extension

Pg. 45 5.6 Approve the AUD60 and accept \$8,209.04 in unanticipated revenue to cover part of the cost of the front desk improvements

Pg. 47 5.7 Approve unfunding the Veterinarian position and add Administrative Services Officer I/II position

Pg. 52 5.8 Accept a gift in the amount of \$5,000.00 from Radio Systems Company

Pg. 53 5.9 Accept gifts from the Santa Cruz County Animal Shelter Foundation

#### 6.0 Regular Agenda

Pg. 54 6.1 General Manager's oral report

Pg. 55 6.2 Consider and approve financial report for the months of October/November 2020 and take related actions  
Adjourn Regular Meeting

## 7.0 CLOSED SESSION

Public Employee Performance Evaluation

[Government Code Section 54957(b)]

Joint Powers Authority Board's Performance Evaluation of the Santa Cruz County Animal Shelter General Manager

### ***ACCOMMODATIONS FOR PERSONS WITH DISABILITIES***

**The Santa Cruz County Animal Services Authority does not discriminate on the basis of disability and no person shall, by reason of a disability, be denied the benefits of its services, programs, or activities. The Board holds all public meetings in accessible facilities. If you wish to attend the meeting and you require special assistance, please contact Erika Anderson at 831-454-7229 (TDD 831/454-2123) at least 72 hours in advance of the meeting in order to make arrangements. As a courtesy, please attend the meeting smoke and scent free.**

### **Consent Agenda Item 5.1**

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Approve Minutes of October 19, 2020 Meeting

Recommendation:

Approve the minutes from the Santa Cruz County Animal Shelter Board of Directors meeting of October 19, 2020.

## Consent Agenda Item 5.2

TO: Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Reports from the Management Team for the Month of October/November 2020

This report is provided to give you a brief synopsis of the programs provided and services rendered through the dedication and commitment of Santa Cruz County Animal Shelter's (SCCAS) staff and volunteers.

### **General**

SCCAS' Santa Cruz shelter is open for all services everyday from 10 am to 6 pm. Clients are monitored at point of entry adhering to social distancing requirements. The Watsonville shelter opened on July 1, 2020 but closed again mid-July due to low animal population and staff shortages. We hope to open the Watsonville shelter as soon as possible.

Field Manager Todd Stosuy and I met with members of the Farm Bureau and Livestock Producers Association to discuss their issues with the Model Ordinance. We are working on addressing their concerns and sent a revised draft to them the first week of December.

Program and Development Manager Erika Anderson and I are working with the Equine Evacuation Unit of Santa Cruz County on debriefing the CZU Fire response and setting up best practices disaster response protocols and procedures.

SCCAS has been hosting free pet food pantries at various locations throughout the County.

SCCAS continues to offer community outreach through its Healthy Pets for All program. This program improves the lives of animals and helps keep pets with their owners by providing services and supplies to pet owners who are financially struggling to keep their pets healthy and happy. Basic wellness exams (by a licensed veterinarian), vaccinations, parasite control, spay and neuter vouchers and information, free supplies and food, and referrals and discounts for more advanced vet services are provided. This service is free for all income eligible individuals who have pets. In addition to vet care, shelter staff and volunteers provide supplies and consultation for behavior and enrichment resources.

### **SCCAS Staff**

Our volunteer Courtney Nicholas was hired as an Extra Help Animal Care Worker. We currently have two vacancies that are in recruitment: Extra Help Animal Services Assistant and Substitute Animal Services Assistant.

### **Statistics**

Please see attached.

Melanie Sobel  
General Manager

Recommendation:

Accept and file the reports of the management team for the month of October/November 2020.

Lindsay McCall  
Shelter Manager  
Santa Cruz County Animal Shelter  
Board Report October/November 2020

SCCAS has been very busy! Since November 1st 2020 we have served our community and beyond in the following ways;

We have housed and cared for 176 stray animals, helped 101 animals that needed to be surrendered, and even transferred in and additional 70 animals within this time frame. Staff was able to find 341 of these animals a new home, or reunite them with their families.

This month marks the retirement of Dr. Gleason DVM who has been with SCCAS for some time. With much thought management has decided to maintain the relationships with our contract veterinarians to have 5 day a week veterinary coverage, for the time being this will be our sole source of veterinary care. With many changes in our clinic, including only having one full time RVT, we will be transitioning to standardized protocols for standard illness' within the shelter environment. It will be the responsibility of the licensed RVT(s) to coordinate all medical care for shelter pets. Changes in the overall pathway planning of an animal through the SCCAS doors will be pivotal in ensuring timely, and effective care for shelter animals. Changes include full exams performed by staff at the time of impound, as well as continued improvements to our protocols to ensure best practices.

Animal Control Report  
October and November 2020  
Todd Stosuy, Field Services Manager

1. In addition to the areas we regularly patrol for off leash dogs, we also began patrolling Felt Street Park in Live Oak due to a high number of complaints.
2. We assisted the County of Santa Cruz in delivering meals to CZU Complex Fire victims as Disaster Service Workers.
3. One of our officers had a positive Covid infection in his family and is off work for the quarantine period.
4. Santa Cruz Police Department assisted us in seizing a dog from a transient. The owner had previously been warned about keeping his dog on leash. The dog bit a person and the owner was refusing to comply with the quarantine order. The owner appealed the seizure, but it was upheld by a hearing officer. The dog was quarantined at the Shelter and then returned to the owner after the quarantine period.
5. Santa Cruz Sheriff assisted us in taking into custody a person with a no bail warrant whom we had been searching for regarding neglecting his dog. The person came to the shelter to reclaim another animal, and while talking to client services was taken peacefully into custody. Due to the arrest we were able to confirm where the person was parking his RV, but upon locating the RV the dog was not inside. We will continue to actively look for the dog.
6. In October we declared on dog Vicious in the City of Santa Cruz and one dog Vicious in unincorporated County (Felton). We did not declare any dogs Vicious in November.
7. We responded to several calls with wild animals stuck in fences, soccer nets or in storm drains, and effectively rescued everyone and returned them to the wild. This includes coyotes, deer, ducks and several species of bird.

## Board Report

Erika Anderson, Program and Development Manager

December 2020

- **Healthy Pets for All**
  - November 17<sup>th</sup> we served over 50 pets on Coral St. set up in the parking lot across from the Rebel Family Shelter (Housing Matters). Provided vet exams, flea/tick prevention, vaccinations, pet food, and other pet supplies.
  - Free pet food and other pet supplies provided at the Shelter as needed due to stock pile of supplies.
  - Free Pet Food and Flea medication giveaway 10/8/20
  - I have been working directly with Suzanne Samson and others at Homeless Persons' Health Project (HPHP) to make contact with animals that are living in the encampments. We have gone into the encampments to vaccinate and provide flea medication to dogs. I have also arranged for our team to vaccinate animals coming from the encampment here at the Shelter. In addition, we are signing up these animals for free spay/neuter appointments.
  - November 30<sup>th</sup> at the Santa Cruz Shelter and December 5<sup>th</sup> at Mountain Community Resource Center in Felton we held Emergency /Evac supply giveaway. We gave away crates for animals of all sizes, food, leashes, and evacuation planning information to help people prepare for the future. These giveaways are in coordination with our Santa Cruz Gives fundraising campaign.
- **Development**
  - Held multiple community meetings for Fairgrounds volunteers and Equine Evacuation team to give them a platform to provide feedback. This is helping us prepare for future disasters and develop a better emergency response program.
- **Grants/Fundraising/Events**
  - \$50,000 Petsmart Charities Grant for Healthy Pets for All Program
  - Santa Cruz Gives Campaign has raised \$48,738 and the campaign goes through December 31<sup>st</sup>!
    - We are holding a Live Stream Holiday Concert at the Shelter. Two local musicians will play some holiday music for dogs and cats in our "Cuddle Room" and we will stream it to our social media and encourage people to make a donation to our SC Gives Campaign.

### **Consent Agenda Item 5.3**

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 20, 2020  
SUBJECT: Statistics for the Months of October/November 2020

Recommendation:

Accept and file the reports of statistics for the months of October/November 2020.



**All jurisdictions combined 11/1/2020 through 12/8/2020**

	CAT	DOG	KITTEN	OTHER	PUPPY	TOTAL	
Adopted	62	42	72	61	5	242	
Died	0	0	1	0	0	1	
Euthanized	11	9	3	10	0	33	
Protective Custody	1	6	0	0	2	9	
Quarantine	0	1	0	0	0	1	
Safe Hold	0	1	0	0	0	1	
Returned to Owner	20	49	2	3	2	76	
Stray	66	53	40	17	3	179	
Surrendered by Owner	15	26	14	45	1	101	
Transfer	0	26	0	40	4	70	
<b>TOTAL</b>	<b>175</b>	<b>213</b>	<b>132</b>	<b>176</b>	<b>17</b>	<b>713</b>	

Intakes of Owner Requested Euthansia from all jurisdictions during 11/1/20 through 12/8/20 = 41

Patrols by Jurisdiction	Patrols	Total Minutes
Captiola	4	141
County of Santa Cruz	67	2710
Scotts Valley	5	227
Watsonville	19	1231
Santa Cruz	6	254
<b>Grand Total</b>	<b>101</b>	<b>4563</b>

Total Citations Issues = 30

**License Compliance and Revenue**

	Tags Sold	Revenue
Capitola	24	\$785.00
County of Santa Cruz	531	\$17,222.00
Scotts Valley	61	\$1,953.00
Watsonville	101	\$3,652.00
Santa Cruz	180	\$5,589.00
<b>TOTAL</b>	<b>897</b>	<b>\$29,201.00</b>

### Consent Agenda Item 5.4

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Board of Directors' Meeting Schedule of 2021

Recommendation:

Approve recommendation of General Manager to set the 2021 Board of Directors' meeting dates.

Discussion:

Each December, your Board adopts the meeting schedule for the upcoming calendar year. The proposed meeting schedule keeps the current rotation whereby your Board meets on the second Monday of every other month, unless there is a holiday scheduled for that Monday or another conflict. For months with holidays on the second Monday, the meeting is scheduled on the following Monday.

Due to the current surge in positive COVID cases in both the State and the County, it is being recommended that all in-person participation at ASA Board meetings be suspended for the near future and meetings be conducted in a totally virtual format. This is consistent with Governor Newsom's executive order which temporarily relaxes some of the in-person Brown Act requirements. If, and when, the State of California repeals that executive order, all meetings will need to go back to in-person attendance.

The following dates are the proposed 2021 schedule:

February 8  
April 12  
June 14  
August 9  
October 18 (October 11 is a holiday)  
December 13

### Consent Agenda Item 5.5

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Authorize any possible minor changes to the proposed Request for Proposals (RFP) and the release of RFP for legal services to the Santa Cruz County Animal Services Authority (ASA) for a three-year period with possible 1 year extension

#### Recommendation:

Authorize any possible minor changes to the proposed Request for Proposals (RFP) and the release of RFP for legal services to the Santa Cruz County Animal Services Authority (ASA) for a three-year period with possible 1 year extension and direct the General Manager to return to the Board on or before April 2021 for award and approval of contract.

#### Discussion:

To date, the general legal counsel needs of the SCCAS have been provided by the office of the Santa Cruz County Counsel under an agreement for services.

It is now necessary for SCCAS to contract with an external firm for legal counsel services. An RFP is attached which establishes the scope of work, and the criteria and measurement standards for the final legal counsel selection.

The firm will be selected through a competitive bidding process. The SCCAS is seeking qualified consultants for legal services associated with its work as a local government agency authorized by state law and local ordinances to perform a variety of animal services.

With the Board's approval the RFP will be released in December 2020 with an anticipated contract date in March 2021.



# COUNTY OF SANTA CRUZ

General Services Department  
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: 711

## COUNTY OF SANTA CRUZ, CALIFORNIA

**Request for Proposal (RFP) #20P3-001**

**FOR**

**Legal Services for Santa Cruz County Animal Services Authority**

Question Deadline	5:00 PM; Pacific Standard Time, January 8, 2021 Submit questions by email to Contact Person
<b>Submittal Deadline</b>	<b>5:00 PM, Pacific Standard Time, February 01, 2020</b> Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 <sup>rd</sup> floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate, Buyer Email <a href="mailto:Shauna.Soldate@santacruzcounty.us">Shauna.Soldate@santacruzcounty.us</a> Phone (831) 454-2526 Fax (831) 454-2710

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## COUNTY OF SANTA CRUZ

General Services Department-Purchasing

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<b>SECTION I. INVITATION</b>
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The Santa Cruz County Animal Services Authority (ASA) invites qualified and experienced legal consultants to submit a proposal for legal services needed by the ASA to perform all of its various functions as a local government agency authorized by state law and local ordinances to perform a variety of animal services. Work may include but not be limited to acting as legal counsel for the agency and ASA Board of Directors; attending official meetings of the ASA Board; preparing and reviewing legal opinions and providing general legal advice to ASA staff; drafting contracts, legal correspondence, regulations, and ordinances; maintaining knowledge of ASA legal issues; representing the ASA in administrative hearings and litigation related to enforcement of animal laws; providing legal counsel and representation on real property matters; and providing legal services as needed with regard to labor and employment matters. Depending on the ASA's needs, legal work will vary between an average of 5 to 20 hours per month.

The ASA is a Joint Powers Authority that serves Santa Cruz County as the entity responsible for the provision of Animal Services in the cities of Santa Cruz, Capitola, Scotts Valley, Watsonville, and the unincorporated area of Santa Cruz County. The ASA operates two animal shelter facilities, enforces animal-related laws and regulations, hires consultants and contractors, and implements service and capital projects associated with its shelters.

## SECTION 2. INSTRUCTIONS TO RESPONDENTS

### 2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent's name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

### 2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

### 2.3 RFP Process Schedule

The following is an anticipated RFP and engagement schedule. The Animal Services Authority may change the estimated dates and process as deemed necessary. The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
<b>ASA Board Approval</b>	<b>12/14/20</b>
Advertise RFP - Sentinel	12/15/20,12/21/20
Release RFP	12/15/20
Question deadline	01/08/21
Dissemination of Answers	01/22/21
Deadline for Submittals	02/01/21
Board Approval of Contract	March 2021

### 2.4 Submission of Proposal

- a. Respondent shall submit five (5) hardcopy sets: one (1) original signed in blue ink and marked "ORIGINAL" and four (4) identical copies; and one (1) electronic copy (USB drive or CD) of the completed proposal as specified herein.
- b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #20P3-001**, addressed to:

GSD - Purchasing Division  
 Attn: Shauna Soldate  
 701 Ocean Street, Room 330  
 Santa Cruz, CA 95060

- c. The deadline to submit proposals is **February 1, 2021, at 5:00 PM PST.**

### 2.5 Public Opening of Proposals

Due to the COVID-19 pandemic, there will be NO public opening for this RFP. Proposals will be available to the public for review only after the award of the contract.

### 2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **February 1, 2021, at 5:00 PM PST**. Respondent will be solely responsible for the timely delivery of his Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person. No other individual has the authority to respond to any questions on behalf of the ASA. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the ASA and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the ASA as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal.

The ASA reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to the ASA.

2.12 Proposal Evaluation Criteria

A. It is the ASA's intent to select the most responsive and responsible Respondent(s) that offer(s) the ASA the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Level of quality and performance of the services offered based on contractor qualifications and experience, in accordance with RFP requirements, including but not limited to: <ul style="list-style-type: none"> <li>• Experience providing legal representation at public meetings governed by the Brown Act.</li> <li>• Experience drafting ordinances, statutes, regulations, or similar laws or legal enforcement documents.</li> </ul>	<b>25</b>
2.	Quality and performance of the services offered based on previous contracts, permits, or reference checks for the same or similar services, including compliance with rules and regulations.	<b>25</b>
3.	Compliance with RFP requirements, terms and conditions, organization, staff, and any applicable training.	<b>20</b>
4.	Price	<b>25</b>
5.	Locally operated business	<b>5</b>
<b>Total</b>		<b>100</b>

- B. A committee will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. ASA reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the ASA Board of Directors and funding availability.

2.13 Cost of Service

The ASA reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through 2024. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and San Jose, CA area for the twelve (12) months preceding the agreement's expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the ASA.

2.14 Reservations

ASA reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to ASA;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with ASA;
- H. Reject any Respondent ASA deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent's proposal;
- J. Negotiate with any or no Respondents; and
- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.

2.15 Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the ASA.

2.16 Interpretation

Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by ASA or County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.

2.17 Pre-Award Conference

If requested by Purchasing, successful Respondent(s) shall meet with the ASA representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.

2.18 Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.

2.19 Respondent Responsibility and Performance

- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
- B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
- C. Failure to comply with the RFP requirements provided herein could result in disqualification.
- D. ASA may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by ASA will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
- E. ASA will consider Respondent to be the sole point of contact with regard to all contractual matters.
- F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.

2.20 Respondent Qualifications

Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.

- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff. Refer to Exhibit E.
- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References and Exhibit E – Experience and Personal/ Business References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or her designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email written addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or her designee prior to the Deadline for Proposals

regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP. If issued, a written addendum will be faxed or emailed or mailed to all prospective respondents.

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the ASA from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit F – Protest and Appeals Procedures.

2.24 Local Vendor Preference (optional)

ASA will give a local business a local vendor preference of five (5) points toward a 100 point criteria scale. A local vendor is defined as one that has an established business located within the boundaries of the County as defined in the County Code 2.37.108. In order to qualify, a local vendor must request from, complete, and return the Locally Operated Business Preference Affidavit of Eligibility form to the Purchasing Division of the General Services Department County of Santa Cruz within 3 days after the bid opening. After review of the completed Affidavit, Purchasing shall allow a qualified local vendor the five points.

<b>SECTION 3. STATEMENT OF WORK</b>
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3.1 Overview

It is the intent of the ASA to award all services specified herein to a single contractor.

The ASA maintains the right, as it may deem necessary, to add or delete services to this contract, with only a thirty (30) day written notice, in order to accommodate any future ASA offered programs or as a result in the reduction in ASA funds. Requests for increase in services will be negotiated with the successful bidder based on the hourly rates provided herein.

3.2 Scope

All attorneys performing services for the ASA on behalf of the firm must be admitted to practice in the State of California and each must be a member in good standing with the State Bar of California. The selected firm will be required to declare that it will represent the ASA to the exclusion of all other clients having conflicts with the interests of the ASA. Minimally, the firm is expected to provide the following services:

**3.2.1 Services provided under a Fixed Annual Fee Or Per Hour**

The prevailing firm shall provide an attorney to provide routine day-to-day legal services, which include, but are not limited to the following:

- a. Legal counsel to the agency and the ASA Board of Directors.
- b. Assure that matters considered and acted upon by the ASA Board do not violate state, federal, or local laws, rules, regulations and statutes, and that the ASA Board operates within the constraints of the Ralph M. Brown Act.
- c. Review and offer legal counsel to the ASA Board and/or General Manager or other authorized staff on the ASA Board meeting agendas prior to and after posting as needed.
- d. Prepare for and attend regular monthly and special meetings of the ASA Board. The ASA Board typically meets every other month on the first Monday of the month.
- e. Review and offer corrections to ASA Board meeting minutes as needed.
- f. Preparation, review and adoption of legal opinions, contracts, memoranda, resolutions, minute orders for closed sessions, ordinances, by-laws, rules and regulations, legal correspondence, and policies, as requested by the ASA Board, the General Manager, or other authorized agency staff.
- g. Maintain knowledge of issues facing the ASA and be prepared to offer legal advice and counsel to the General Manager and the management staff regarding various aspects of operating animal shelters, the provision of animal services, and the regulation of animals.
- h. Be available by phone (conference call) to participate from time-to-time in management staff discussions on specific subject matter.

- i. Provide advice and counsel related to various state and federal grants, the grant process, grant agreements and grant compliance.
- j. Provide day-to-day legal counsel as needed relative to represented and non-represented employees on labor and employment matters, including labor law, labor conflicts and disputes.
- k. Represent the ASA in administrative hearings on an as-needed basis.
- l. Represent the ASA in writs and related superior court proceedings related to the seizure of animals and assessments of charges for animal care.

**3.2.2 Additional Fee-based services to be provided on a Task Order basis, as needed**

In addition to services described in 1.1, the ASA may request the following:

- a. A complete review and update of the following items:
  - All procurement boilerplate contract language, in coordination with the authorized ASA staff, to ensure full compliance with federal, state and local requirements.
  - ASA's rules and regulations, policies, and related procedures including procurement, equal employment opportunity, civil rights, and Americans with Disabilities Act to ensure compliance with state, federal and local laws, rules, statutes, and regulations.
- b. As requested by the General Manager, provide specialized on-site training sessions of the management team in focus areas such as the Skelly process, progressive discipline, Weingarten rights, labor relations, meet and confer, federal and state rules and regulations, and other topics on an as-needed basis.
- c. As requested by the General Manager and or ASA Board, provide specialized on-site training sessions of the Board in focus areas such as the Brown Act.
- d. As requested by the General Manager, provide specialized on-site training sessions with the management team on responding to a Public Records Act Request, how to respond, and how to determine what documents need to be produced.
- e. As requested by the General Manager, provide specialized on-site training on proper procedures to seize animals, for example when an administrative warrant is necessary versus a search warrant and how to determine exigent circumstances.
- f. Assist the ASA with drafting releases, real property leases, and various contracts, including employment and independent contractor agreements.

- g. Assist and represent the ASA with tort claims, and work with the ASA's outside liability insurer to resolve claims, as necessary.
- h. Represent the ASA in contested labor matters, including grievances.
- i. Appear for and represent the ASA, its officers and employees at hearings and meetings before state, federal, and local agencies.
- j. In the event that the prevailing firm's in-house expertise is insufficient to provide certain necessary legal services, the prevailing firm will assist the ASA in contracting with outside firms and lawyers for the provision of such services. The prevailing firm will provide supervision of special counsel in all such matters.

**3.2.3 Knowledge of and experience is required in the following:**

- a. Government laws and regulations governing the conduct of public agency meetings such as the Ralph M. Brown Act, and additional laws related to government agency operations, including the Political Reform Act of 1974, the California Public Records Act, Conflict of Interest laws, and the Government Claims Act.
- b. Applicable State of California laws, regulations, codes and policies governing the regulation of animals and the provision of animal services, and the ability to absorb and apply local ordinances concerning same.
- c. Litigation and advocacy, including the laws governing torts, liens, and search and seizure.
- d. Family and Medical Leave Act (FMLA); Equal Employment Opportunity law; civil rights law; Americans with Disabilities Act; and any other law applicable to a public agency.
- e. Public agency labor relations.
- f. Procurement and contracting.

#### **SECTION 4. STANDARD TERMS AND CONDITIONS**

The following provisions are expected to form the basis for any contract between ASA and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to ASA.

4.2 Term of Contract

It is the ASA's intent to contract through June 30, 2024 with 3, 1-year extensions.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

ASA reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. ASA shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of ASA. ASA reserves the right to approve Contractor's assignee under whatever terms and conditions ASA may require. Contractor must provide ASA thirty (30) days written notice prior to sale of Contractor. ASA may elect to cancel Contract at that time. ASA may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to ASA upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

Contractor shall acknowledge in all reports and literature that the ASA Board of Directors has provided funding to Contractor.

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

Presentation and processing of any or all claims arising out of or related to Contract shall be made in accordance with the provisions contained in Santa Cruz County Code Chapter 1.05, which by this reference is incorporated herein.

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with ASA, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 4.4, ASA may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
  1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
  2. Perform any of the other provisions of Contract.
- b. In the event ASA terminates Contract in whole or in part, as provided in paragraph 4.4, ASA may procure, upon such terms and in such manner as ASA deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to ASA for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and ASA have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of ASA. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. ASA agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. It is recognized that it is not necessary that all secondary factors support creation of an independent

contractor relationship, but rather that overall there are significant secondary factors that indicate that Contractor is an independent contractor.

b. Principal Test:

Contractor rather than ASA has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, ASA may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) In the locality, the work to be done by Contractor is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the ASA supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of ASA; (9) Contractor and ASA believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) ASA conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- b. If Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
  1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
  2. Contractor may be declared ineligible for further agreements with ASA in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
  3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract or until a final audit report is accepted by ASA, whichever occurs first. Contractor hereby agrees to be subject to the examination and audit by the County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold ASA’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by ASA, or applicable laws.
- b. Contractor agrees to protect the privacy and security of ASA’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of ASA’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to ASA unless ASA requests in writing that such data be destroyed. Contractor shall certify in writing to ASA that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

### SECTION 5. OFFICIAL RFP FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of Request for Proposal #20P3-001. Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
<b>Primary Contact</b>	
Name:	
Title:	
Phone:	
Email Address:	

**Respondent shall include with Proposal:**

1. Letter of Transmittal with information regarding your company and a statement of qualifications to provide the product and services required.
2. Provide cost for the proposed services.
3. Project Staff  
 Clearly identify key staff and include the names and qualifications of all personnel of proposed staff. Additionally, the proposal shall demonstrate that the key personnel have the time available to work on services for ASA. Include the estimated number of hours per week individual personnel will be available for ASA projects when they arise.
4. Demonstrated Knowledge  
 The proposal shall include the proposed staff's demonstrated knowledge of, expertise, and experience with providing similar services and completing similar types of work. Specific expertise should be shown in:
  - Government laws and regulations governing the conduct of public agency meetings, including, but not limited to, the Political Reform Act of 1974, the Ralph M. Brown Act, California Public Records Act, Conflict of Interest laws, and the Government Claims Act.
  - Applicable State of California laws, regulations, codes and policies governing the regulation of animals and the provision of animal services.
  - Litigation, including the laws governing liens and torts.
  - Family and Medical Leave Act (FMLA); healthcare law; Equal Employment Opportunity law; civil rights law; Americans with Disabilities Act; and any other laws generally applicable to a public agency.
  - Public agency labor relations.
  - Knowledge of and experience with public agency procurements and applicable state and federal requirements for government contracting and purchasing.

5. Approach/Work Plan

The proposal shall:

- Establish the respondent’s understanding of the ASA’s objectives and work requirements and the respondent’s ability to satisfy those objectives and requirements.
- Identify and describe approach based on the services described in the scope of services.

6. References

The proposal shall include at least three (3) recent references from past clients for similar types of contracts or work.

7. Exceptions to the Contract

Respondents shall be prepared to accept the terms and conditions of the contract. If a Proposer desires to take exception to the above, Proposer shall provide a written section describing the exceptions to the Contract, which shall include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.
- Proposer shall include the reasons as well as specific recommendations for alternative language.

Compliance

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal? Yes \_\_\_\_\_ No \_\_\_\_\_

A “no” answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2020

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

PRINTED NAME OF PERSON WHO’S SIGNATURE APPEARS \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_



**STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:**

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and

b. whose management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more women; and

b. whose management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:

a. at least 51 percent of the small business concern is owned by one or more disabled persons; and

b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

**Exhibit B**  
**Customer References**

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

- 1. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
- 2. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
- 3. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_
  
- 4. Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_  
Contact Email: \_\_\_\_\_  
Service Type: \_\_\_\_\_

**Exhibit C**  
**Designation of Subcontractors**

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: \_\_\_\_\_  
Subcontractor Address: \_\_\_\_\_  
Services to be performed:

2. Subcontractor Name: \_\_\_\_\_  
Subcontractor Address: \_\_\_\_\_  
Services to be performed:

3. Subcontractor Name: \_\_\_\_\_  
Subcontractor Address: \_\_\_\_\_  
Services to be performed:

4. Subcontractor Name: \_\_\_\_\_  
Subcontractor Address: \_\_\_\_\_  
Services to be performed:

**Exhibit D  
Non-Collusion Declaration**

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, \_\_\_\_\_, am the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_,  
(Position/Title) (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Bidder (Firm, Corp., Individual)

\_\_\_\_\_  
Title of Authorized Representative

EXHIBIT E  
INSURANCE REQUIREMENTS

Indemnity

In conjunction with work performed at ASA site, the Contractor shall exonerate, indemnify, defend, and hold harmless ASA (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. Any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which ASA may sustain or incur or which may be imposed upon it at any time for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the ASA. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. In addition, the Contractor shall hold the Santa Cruz County Animal Services Authority, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
2. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, Social Security and payroll tax withholding).

Insurance

CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respect ASA and any insurance or self insurance maintained by ASA shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

1. Types of Insurance and Minimum Limits
  - a) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.
  - b) CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.
  - c) CONTRACTOR shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
    - (i) Contractual liability coverage adequate to meet the CONTRACTOR'S indemnification obligations under this Request;
    - (ii) Full Personal Injury coverage;
    - (iii) Broad form Property Damage coverage, and
    - (iv) A cross liability clause in favor of ASA.
2. Other Insurance Provisions
  - a) As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by ASA.
  - b) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, CONTRACTOR shall maintain such insurance coverage for five years after expiration of the term (and any extensions) of this Contract.
  - c) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance or Professional Liability Insurance shall contain the following endorsement as a

## COUNTY OF SANTA CRUZ

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- part of each policy: "The Santa Cruz County Animal Services Authority is hereby added as an additional insured as respects the operations of the named insured."
- d) All the insurance required herein shall contain the following clause: "It is agreed that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the ASA shall have received written notice of such cancellation or reduction. The notice shall be deemed effective the date delivered to the ASA as evidenced by properly validated return receipt. Such notice shall be sent to:
- Santa Cruz County Animal Services Authority  
Attention: General Manager  
1001 Rodriguez St  
Santa Cruz, CA 95062
- e) Prospective CONTRACTOR agrees to provide ASA at or before the effective date of any award resulting from this Request for Proposal with a certificate of insurance of the coverage required.
- f) If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the Santa Cruz County Animal Services Authority on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the Santa Cruz County Animal Services Authority as a named insured. Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming Santa Cruz County Animal Services Authority as a named insured, the Santa Cruz County Animal Services Authority may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.
- g) Prospective CONTRACTOR shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.
- h) All required insurance policies shall be endorsed to contain the following clause: "This Insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Animal Services Authority  
Attention: General Manager  
1001 Rodriguez St  
Santa Cruz, CA 95062

CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide ASA on or before the effective date of this contract Certificates of Insurance for all required coverage.

All respondents will be required to furnish, at time of submittal of Request for Proposals, proof of the insurances stated herein, which will be incorporated in the final contract with the Contractor selected.

If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance and, if so, indicate the dollar amount, if any, that your Proposal would be increased due to the cost of this insurance. Finally, please indicate any other problems you or your insurance carriers may have with the proposed insurance requirements and why.

It is recommended that you provide a copy of the insurance requirements to your insurance broker(s) for review. Should either you or your broker have questions regarding any of these provisions, contact County Risk Management at 831-454-2246.

**Exhibit F**  
**PROTESTS AND APPEALS PROCEDURES**

**1. Protests to the ASA General Manager**

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Manager. The protest shall be submitted in writing to the General Manager within five (5) working days after Respondents have been notified of the ASA Board of Directors approval of an award.

**2. Decision of the General Manager**

Following consultation with ASA Counsel, the General Manager shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the ASA Board of Directors within seven (7) working days after receipt of the decision made by the General Manager. However, if the underlying protested award is not subject to approval by the ASA Board of Directors (contracts for services for up to \$35,000), then the General Manager's decision shall be final.

**3. Protests and Appeals to the ASA Board of Directors**

- (a) If permitted under Section 2(b) above, the decision of the General Manager may be appealed to the ASA Board of Directors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the ASA Board of Directors.

**4. Time Limits for Filing Protests and Appeals to the ASA Board of Directors**

Protests and appeals to the ASA Board of Directors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The ASA shall be considered an interested party. When the appeal period ends on a day when the ASA offices are not open to the public for business, the time limits shall be extended to the next full working day.

**5. Content of Protest and Appeal; Stay of Award**

Any appeal or protest shall be filed in writing with the Clerk of the ASA Board of Directors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the ASA Board of Directors under this Section, the ASA shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with ASA Counsel, and the General Manager, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the ASA.

## 6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the ASA's receipt of a protest or appeal unless the protestor and ASA both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the ASA Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the ASA Board of Directors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

---

Signature

---

Print Name

---

Date

Exhibit G

**LOCALLY OPERATED BUSINESS PREFERENCE AFFIDAVIT OF ELIGIBILITY**

Please review County Code Section 2.37.108 "Local Business Preference". Complete all areas below. Incomplete forms will be rejected. Submit completed form by email, mail or in person to the above address.

- 1) LEGAL NAME OF BUSINESS: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Physical address (if different): \_\_\_\_\_
- 2) Month/year this business was established in Santa Cruz County:
- 3) Business license issued by an incorporated city within Santa Cruz County:  
Business license #: \_\_\_\_\_ Issued by: \_\_\_\_\_
- 4) For transactions that require sales tax, provide the following reseller information:  
Reseller's permit #: \_\_\_\_\_  
Company name and address as it appears on the reseller's permit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 1) Does this business have more than one (1) physical location in California?  
Yes\_\_\_ No\_\_\_  
If yes, please specify the physical location considered the point-of-sale for sales tax purposes:
- 6) Does this business have at least one (1) physical location staffed by at least one (1) full-time employee or owner/operator located in Santa Cruz County?  
Yes\_\_\_ No\_\_\_  
Address  
\_\_\_\_\_  
\_\_\_\_\_
- 7) In the most recent tax year, was this business required to pay any or all of the following:  
Income taxes? Yes\_\_\_ No\_\_\_  
Payroll taxes? Yes\_\_\_ No\_\_\_  
Sales tax? Yes\_\_\_ No\_\_\_  
Property taxes for property located in Santa Cruz County? Yes\_\_\_ No\_\_\_
- 8) Is the local business delinquent in the payment of any taxes, charges or assessments owed to Santa Cruz County or to an incorporated city within Santa Cruz County? Yes\_\_\_ No\_\_\_

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County of Santa Cruz in an attempt to qualify for a local preference shall be prohibited from bidding on Santa Cruz County projects for a period of three (3) years.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Attachment 1

**Sample ASA Agreement for Professional Services**

Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY (“the ASA”) and **Insert Contractor Name**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to perform legal services for the ASA as specified in Exhibit “A”: Scope of Work, which by this reference is incorporated herein.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, the ASA agrees to pay CONTRACTOR as follows: Total payment is not to exceed \$\_\_\_\_\_ for time and materials at the rates and conditions set forth in Exhibit “B”: Fee Schedule, which by this reference is incorporated herein. Fees for professional services and reimbursable expenses will be billed no less than monthly and processed for payment upon approval of the project manager.

3. **TERM.** The term of this contract shall be: \_\_\_\_\_ through \_\_\_\_\_.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the ASA (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the ASA may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR’S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the ASA. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR’S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance

coverage shall be primary coverage as respects the ASA and any insurance or self-insurance maintained by the ASA shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and the ASA both initial here \_\_\_ / \_\_\_

**A. Types of Insurance and Minimum Limits**

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and the ASA both certify to this fact by initialing here \_\_\_ / \_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ \_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and the ASA  
 \_\_\_ / \_\_\_.

**B. Other Insurance Provisions**

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“Santa Cruz County Animal Services Authority and its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Authority.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County Animal Services Authority  
 Attn: Melanie Sobel, General Manager  
 1001 Rodriguez St., Santa Cruz, CA 95062**

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the ASA on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Animal Services Authority  
 Attn: Melanie Sobel, General Manager  
 1001 Rodriguez St., Santa Cruz, CA 95062**

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion or creed, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, citizenship, genetic information or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race or creed, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, citizenship, genetic information or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment,

upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the ASA.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and the ASA have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the ASA. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. The ASA agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than the ASA has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, the ASA may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the ASA supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of the ASA; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The ASA conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is their considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT**. CONTRACTOR shall not assign the Agreement without the prior written consent of the ASA.

10. **ACKNOWLEDGMENT**. CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the ASA.

11. **RETENTION AND AUDIT OF RECORDS**. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the ASA, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the ASA Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. **ATTACHMENTS**. This Agreement includes the following attachments that are incorporated into and made a part of this Agreement by this reference:

- Exhibit "A":** Scope of Work
- Exhibit "B":** Project and Fee Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**1. CONTRACTOR**

**3. SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
PRINTED

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**2. APPROVED AS TO INSURANCE:  
FORM:**

\_\_\_\_\_  
Administrative Services Officer

DATE: \_\_\_\_\_

**4. APPROVED AS TO**

\_\_\_\_\_  
ASA Counsel

DATE: \_\_\_\_\_

**DISTRIBUTION:**

- *ASA Fiscal & Project Manager*
- *Contractor*

**Consent Agenda Item 5.6**

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Approve the AUD60 and Accept \$8,209.04 in Unanticipated Revenue to Cover Part of the Cost of the Front Desk Improvements

## Recommendation:

Approve the AUD60 and accept \$8,209.04 in unanticipated revenue to cover part of the cost of the front desk improvements.

## Discussion:

Special Projects Donations fund is covering the additional costs for the front desk remodel.

BEFORE THE BOARD OF DIRECTORS  
OF THE SANTA CRUZ COUNTY ANIMAL SHELTER

Resolution No. 2021-2

On the motion of Board Member \_\_\_\_\_  
Duly seconded by Board Member \_\_\_\_\_  
The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is the recipient of funds, in the amount of \$8,209.04, from donations for the COVID-readiness counter improvements; and

WHEREAS, the above-referenced funds are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the Santa Cruz County Animal Shelter; and

WHEREAS, pursuant to Government Code section 29130(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector accept the amount of \$8,209.04 for use by the Santa Cruz County Animal Shelter for the COVID-readiness counter improvements.

<u>GL Key</u>	<u>Revenue Object</u>	<u>JL Key</u>	<u>JL Object</u>	<u>Acct Name</u>	<u>Amount</u>
<u>702860</u>	<u>42372</u>				<u>\$8,209.04</u>

**and that such funds be and are hereby appointed as follows:**

<u>GL Key</u>	<u>Expenditure Object</u>	<u>JL Key</u>	<u>JL Object</u>	<u>Acct Name</u>	<u>Amount</u>
<u>702860</u>	<u>86110</u>				<u>\$8,209.04</u>

PASSED AND ADOPTED BY THE Board of Directors of the Santa Cruz County Animal Shelter, this 14<sup>th</sup> day of December, 2020 by the following vote (requires four-fifths vote for approval):

AYES: MEMBERS \_\_\_\_\_  
NOES: MEMBERS \_\_\_\_\_  
ABSENT: MEMBERS \_\_\_\_\_

\_\_\_\_\_  
Chair of the Board Clerk of the Board

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been)(will be)received within the current fiscal year.

By: Mula Sch  
Department Head

Date: 12-14-20

### Consent Agenda Item 5.7

TO: Santa Cruz County Animal Shelter Board of Directors  
 FROM: Melanie Sobel, General Manager  
 DATE: December 14, 2020  
 SUBJECT: Approve Unfunding Veterinarian and adding Administrative Services Officer I/II

**Recommendation:**

Approve unfunding 1.0 full-time equivalent (FTE) Veterinarian position and adding 1.0 FTE limited-term Administrative Services Officer I/II position, and direct the General Manager to refer the position to the Personnel Department for classification, recruitment and hiring as soon as administratively possible.

**Discussion:**

On August 2020, the Board approved unfunding a 1.0 FTE Administrative Aide position due to the past incumbent's early retirement. Years ago, the Board unfunded a Clerk II position as it was traded for an additional Client Service Representative position due to the growing services and programs offered to the public by the Shelter.

Presently, the only administrative staff at the Shelter is a part-time Accountant. The Shelter needs a skilled administrative position to plan, organize, direct and coordinate the central administrative services of the agency that has expanded its programs and services over the years.

Our full-time Veterinarian is retiring (not through the early retirement incentive) on December 12, 2020. We will continue to work with our two contract veterinarians to provide veterinary service to the Shelter four to five days a week. Given this retirement and current operational needs, we request Board approval to unfund 1.0 FTE Veterinarian position and add 1.0 FTE Administrative Services Officer I/II position, which will be funded and limited-term through June 30, 2021.

While the Shelter's contract veterinarian costs will increase, the recommended change will provide the Shelter significant cost savings to more than cover these costs, a portion of which are offset by program revenues, and the costs of the Administrative Services Officer I/II position. The Veterinarian position starts at \$54.62 per hour and the Administrative Services Officer I/II position starts at \$37.86/\$41.60 per hour plus benefits.

GL Key	Range	Classification	FTE	Action	Position Code
702800	BC	Veterinarian	(1.0)	Unfund	AD8
702800	PR	Admin Svcs Off II	1.0	Add	UW5
<b>Total Funded:</b>			<b>0.0</b>		

**ADMINISTRATIVE SERVICES OFFICER I**

## Job Specifications

Class Code: UW3 Analyst: PT	Date Originated: 7/77 Date Revised:
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**SANTA CRUZ COUNTY****DEFINITION**

Under direction, to plan, organize, direct and coordinate the central administrative services of a department; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

Positions in the Administrative Services Officer class series are characterized by responsibility for those administrative management services required by all division of a department, and by the performance of fiscal, supervisory and analytical duties. Positions normally are assigned responsibility for preparation and administration of departmental budgets, supervising central office service activities, and conducting analyses to solve management problems. The level of position in the Administrative Services Officer series is dependent upon the responsibility and complexity of assignment, the variety and complexity of departmental programs, the nature of the budget and fiscal program, the nature of centralized office activities, the nature of management analysis activities, and the level of authority delegated by the department head.

**TYPICAL TASKS**

Plans, organizes, assigns and reviews work, and passes upon various management problems in directing fiscal, personnel, office service and general business activities of the department; recommends departmental policies in administrative services and business management; assists and coordinates fiscal and accounting responsibilities with the office of the County Auditor-Controller; directs and makes administrative studies of the organizational structure and administrative procedures of the department; determines production standard and ensures uniform procedures; directs budgetary and fiscal control programs and assists in the formulation and preparation of the department's budget; maintains procedure liaison with other departments; develops administrative manuals; exercises direct supervision and control over all clerical personnel; trains clerical personnel; prepares reports and dictates correspondence.

**EMPLOYMENT STANDARDS****Knowledge:****Working knowledge of:**

- Work organization, simplification and layout;
- Principles of supervision, training and personnel management.

**Some knowledge of:**

- Principles and practices of bookkeeping, finance and budgeting;
- Principles and techniques of administrative survey and analysis;
- Purchasing procedures;
- Data processing business applications.

**Ability to:**

- Select, train, supervise and evaluate subordinates;
- Define problem areas;
- Collect, interpret and evaluate data;
- Plan, coordinate and initiate action necessary to implement recommendations, new methods and new procedures;
- Develop concise, descriptive and sometimes standardized written or oral reports that relate to the theme or objective and reflect continuity of thought;
- Establish and maintain effective working relationships with others contacted in course of work;
- Learn to operate a microcomputer to input, access and analyze data.

**Training and Experience:**

Any combination of training and experience, which would provide the required knowledge and abilities, is qualifying. A typical way to obtain these knowledge and abilities would be:

Training and experience equivalent to graduation from college with a major preferably in business or public administration and one year of experience in research, investigation and reporting of organizations, fiscal or personnel matters, or other administrative or managerial experience which would require the application of the above knowledge and abilities listed above.

Bargaining Unit: 11

EEOC Job Category: 02

Occupational Grouping: 85

Workers' Compensation Code: 0053

**ADMINISTRATIVE SERVICES OFFICER II**

## Job Specifications

Class Code: UW5 Analyst: PT	Date Originated: 7/77 Date Revised: 12/80
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**SANTA CRUZ COUNTY****DEFINITION**

Under direction, to plan, organize, direct and coordinate the central administrative services of a department with numerous program and business activities; and to do related work as required.

**DISTINGUISHING CHARACTERISTICS**

Positions in the Administrative Services Officer class series are characterized by responsibility for those administrative management services required by all divisions of a department, and by the performance of fiscal, supervisory and analytical duties. Positions normally are assigned responsibility for preparation and administration of departmental budgets, supervising central office service activities, and conducting analyses to solve management problems. The level of position in the Administrative Services Officer series is dependent upon the responsibility and complexity of assignment, the variety and complexity of departmental programs, the nature of the budget and fiscal program, the nature of centralized office activities, the nature of management analysis activities, and the level of authority delegated by the department head.

Administrative Services Officer II is distinguished from Administrative Services Officer I by the increased complexity and responsibility due to the variety and number of functions and/or size of the department, the nature of the budget and fiscal program, and the level of management analysis activities.

**TYPICAL TASKS**

Plans, organizes, assigns and reviews work, and passes upon varied management problems in directing fiscal, personnel, office service and general business activities of the department; supervises the data processing procedures for departmental operations; recommends departmental policies in administrative services and business management; assists and coordinates fiscal and accounting responsibilities with the office of the County Auditor-Controller; directs and makes administrative studies of the organizational structure and the administrative procedures of the department; determines production standards and ensures uniform procedures; directs budgetary and fiscal control programs and assists in the formulation and preparation of the department's budget; maintains procedure liaison with other departments; develops administrative manuals; exercises direct supervision and prepares reports and dictates correspondence.

**EMPLOYMENT STANDARDS****Knowledge:****Working knowledge of:**

- Work organization, simplification and layout.
- Principles and practices of accounting, bookkeeping, finance and budgeting.
- Principles of supervision, training and personnel management.
- Principles and techniques of administrative survey and analysis.

**Some knowledge of:**

- Governmental accounting, budgeting and finance.
- Data processing applications.
- Purchasing procedures.

**Ability to:**

- Select, train, supervise and evaluate subordinates.
- Define problem areas.
- Collect, interpret and evaluate data.
- Plan, coordinate and initiate action necessary to implement recommendations, new methods and new procedures.
- Develop concise, descriptive and sometimes standardized written or oral reports that relate to the theme or objective and reflect continuity of thought.
- Establish and maintain effective working relations with others contacted in course of work.

**Training and Experience:**

Equivalent to graduation from an accredited college with a major preferably in business or public administration and two years of experience in research, investigation, and reporting on organizational, fiscal or personnel matters, or other administrative or managerial experience which would provide the knowledge and abilities listed above.

Bargaining Unit: 11

EEOC Job Category: 02

Occupational Grouping: 85

Workers' Compensation Code: 0053

**Consent Agenda Item 5.8**

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Accept a Gift in the Amount of \$5,000.00 from Radio Systems Company

Recommendation:

Accept a gift in the amount of \$5,000.00 from Radio Systems Company.

### **Consent Agenda Item 5.9**

TO: Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Accept Gifts from the Santa Cruz County Animal Shelter Foundation

Recommendation:

Accept gifts from the Santa Cruz County Animal Shelter Foundation.

Discussion:

Gifts from the Santa Cruz County Animal Shelter Foundation:

- \$36,472.89 for costs associated with housing, caring for and medically treating evacuated animals due to the CZU Lightning Fire
- \$19,108.53 for costs associated with housing, caring for and medically treating evacuated animals due to the CZU Lightning Fire
- \$6,658.00 matching gift for September donations accompanying license fees
- \$12,886.00 matching gift for October and November donations accompanying license fees

**Regular Agenda Item 6.1**

TO Santa Cruz County Animal Shelter Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: General Manager's Oral Report

General Manager will present an oral report on the Santa Cruz County Animal Shelter.

**Regular Agenda Item 6.2**

TO Animal Services Authority Board of Directors  
FROM: Melanie Sobel, General Manager  
DATE: December 14, 2020  
SUBJECT: Financial Report for the period ending November 30, 2020

## Recommendation:

Approve the Financial Report as presented for the period ending November 30, 2020.

## Discussion:

The Financial Report ending November 30, 2020 reflects total revenues of \$593,998 and expenditures of \$918,319. YTD Revenues are \$1,497,690. YTD Expenditures are \$2,471,779. Current total revenues are 63% of a potential 42%. The percentage of current year expenditures is at 43%.

Licensing revenues YTD are \$115,092. At this point last year licensing revenues were \$128,158.

**Santa Cruz County Animal Services Authority**  
**Financial Summary for Fiscal Year 2020-2021**  
**For Months Ending November 30, 2020**

Revenues:	2020-2021 Final Budget	2020-2021 Est/Actuals	2020-2021 YTD Actuals	YTD Remaining	2019-2020 YTD Actuals
ANIMAL LICENSES	\$225,000	\$300,000	\$115,092	\$184,908	\$128,158
INTEREST	\$30,000	\$40,000	\$7,579	\$32,421	\$16,582
RENTS & CONCESSIONS	\$700	\$700	\$43	\$657	\$97
RENTAL DEPOSIT/FORFEIT REVENUE	\$200	\$200	\$0	\$200	\$0
ST-MANDATED COST REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0
FED-CARES ACT CRF FUNDING	\$0	\$0	(\$58,059)	\$58,059	\$0
HUMANE SERVICES	\$200,000	\$250,000	\$112,450	\$137,550	\$111,530
ADMINISTRATIVE SERVICES	\$2,600	\$2,600	\$854	\$1,746	\$1,435
COST RECOVERY-OTHER	\$5,500	\$5,500	\$1,436	\$4,064	\$2,479
MEMBER CONTRIBUTION	\$3,191,322	\$2,872,279	\$2,008,595	\$863,684	\$2,233,995
CHARGES FOR CURRENT SERVICES	\$20,000	\$20,000	\$0	\$20,000	\$525
ADMIN FINE FEES	\$10,000	\$12,000	\$2,319	\$9,681	\$6,203
GRANT SERVICES-NON INTERGOV	\$15,000	\$15,000	\$1,628	\$13,372	\$9,280
ANIMAL MICROCHIP FEES	\$20,000	\$18,000	\$7,511	\$10,489	\$7,846
ANIMAL RABIES FEES	\$18,000	\$15,000	\$7,080	\$7,920	\$6,856
ANIMAL SPAY&NEUTER FEES	\$100,000	\$100,000	\$44,524	\$55,476	\$45,966
SALES-OTHER-TAXABLE	\$30,000	\$65,000	\$27,169	\$37,831	\$29,624
CASH OVERRAGES	\$0	\$0	\$69	(\$69)	\$40
CONTRIBUTIONS and DONATIONS	\$262,000	\$262,000	\$231,828	\$30,172	\$135,639
INSURANCE PROCEEDS	\$0	\$0	\$0	\$0	\$0
NSF CHECKS	\$0	\$0	\$0	\$0	(\$34)
NSF CHECKS-RETURNED CHECK FEE	\$0	\$0	\$0	\$0	\$0
OTHER REVENUE	\$40,000	\$40,000	\$10,472	\$29,528	\$12,671
UNCLAIMED MONEY-ESCHEATED	\$0	\$0	\$0	\$0	\$0
BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES:</b>	<b>\$4,170,322</b>	<b>\$4,018,279</b>	<b>\$2,520,589</b>	<b>\$1,497,690</b>	<b>\$2,748,892</b>

**Less Expenditures:**

Salaries and Benefits	\$3,315,874	\$2,952,213	\$1,266,432	\$1,685,781	\$1,375,244
Services and Supplies	\$1,047,757	\$1,053,757	\$466,270	\$587,487	\$476,060
Other Uses	\$63,391	\$63,391	\$31,695	\$31,697	\$51,602
Fixed Assets	\$0	\$0	\$0	\$0	\$0
Operating Transfers Out	\$101,000	\$101,000	\$101,000	\$0	\$0
<b>TOTAL EXPENDITURES:</b>	<b>\$4,528,022</b>	<b>\$4,170,361</b>	<b>\$1,865,396</b>	<b>\$2,304,965</b>	<b>\$1,902,906</b>

**Plus Contingency:**

	\$181,121	\$166,814	\$0	\$166,814	\$0
<b>TOTAL EXPENDITURES INCLUDING CONTINGENCY:</b>	<b>\$4,709,143</b>	<b>\$4,337,175</b>	<b>\$1,865,396</b>	<b>\$2,471,779</b>	<b>\$1,902,906</b>

<b>NET REVENUES OVER (UNDER) EXPENDITURE</b>	<b>(\$538,821)</b>	<b>(\$318,896)</b>	<b>\$655,193</b>	<b>(\$974,089)</b>	<b>\$845,986</b>
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<b>BEGINNING FUND BALANCE - UNDESIGNATED</b> (unaudited ending balance from 6/30/20)	\$1,048,850	\$1,048,850	\$1,048,850	\$1,048,850	\$685,045
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<b>ENDING FUND BALANCE - UNDESIGNATED</b>	\$510,029	\$729,954	\$1,704,043	\$74,761	\$1,531,031
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**ANIMAL LICENSE DETAIL**

	2020-21 YTD Actuals	2019-20 YTD Actuals	PY COMPARISON
LICENSES - CAPITOLA	\$3,315	\$5,274	(\$1,959)
LICENSES - SANTA CRUZ	\$23,011	\$23,045	(\$34)
LICENSES- SCOTTS VALLEY	\$7,212	\$7,309	(\$97)
LICENSES- COUNTY	\$68,608	\$77,555	(\$8,947)
LICENSES- WATSONVILLE	\$12,946	\$14,975	(\$2,029)

\* Fund Balance Assigned for B. Jean Donation - balance as of 6/30/20 is \$472,501 (Unaudited)

\* Fund Balance - Non spendable for change fund/petty cash - balance as of 6/30/20 is \$900 (Unaudited)

**SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY FINANCIAL REPORT**  
**2020-2021**

Acct	Acct Title	20-21 Final Budget	20-21 Adj. Budget	October Actuals	November Actuals	2020-21 YTD Actuals	YTD Remaining	42%	42%	2019-20 YTD Actuals	COMPARE	November Actuals	2019-20 Est./Actuals	
								Percentage of CY Budget Actualized	Percentage of PY Eas Actualized		THRU NOV PY ACTUALS			
51000	SALARIES & BENF	\$3,315,874	\$2,952,213	\$370,531	\$205,154	\$1,266,432	\$1,685,781	42.90%	42.04%	\$1,375,244	(\$108,812)	\$241,004	\$3,271,240	(\$1,685,781)
61000	SERVICES & SUPL	\$1,047,757	\$1,053,757	\$126,413	\$99,374	\$466,270	\$587,487	44.25%	44.84%	\$476,060	(\$9,790)	\$62,621	\$1,061,634	(\$587,487)
70000	OTHER CHARGES	\$63,391	\$63,391	\$15,847	\$0	\$31,695	\$31,697	50.00%	50.00%	\$51,602	(\$19,908)	\$0	\$103,204	(\$31,697)
86110	BUILDINGS AND IMPROVEMENTS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	42.70%	\$0	\$0	\$0	\$0	\$0
86204	FIXED ASSETS	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	0.00%	\$32,474	(\$32,474)	\$0	\$32,474	\$0
90000	OTHER FINANCING USES	\$101,000	\$101,000	\$0	\$101,000	\$101,000	\$0	100.00%	0.00%	\$100,000	\$1,000	\$0	\$100,000	\$0
98700	CONTINGENCIES	\$181,121	\$166,814	\$0	\$0	\$0	\$166,814	0.00%	0.00%	\$0	\$0	\$0	\$0	(\$166,814)
51000-98700	TOTAL EXPENDITURES	\$4,709,143	\$4,337,175	\$512,791	\$405,528	\$1,865,396	\$2,471,779	43.01%	86.97%	\$2,035,380	(\$169,983)	\$303,625	\$4,568,552	(\$2,471,779)
40100-42500	TOTAL REVENUES	\$4,170,322	\$4,018,279	\$203,022	\$390,976	\$2,520,589	\$1,497,690	62.73%	61.12%	\$2,748,892	(\$228,303)	\$73,415	\$4,497,849	(\$1,497,690)
	<b>NET COST</b>	<b>\$538,821</b>	<b>\$318,896</b>	<b>\$309,769</b>	<b>\$14,553</b>	<b>(\$655,193)</b>	<b>\$974,089</b>	<b>-205.46%</b>	<b>-1009.17%</b>	<b>(\$713,512)</b>	<b>(\$58,319)</b>	<b>\$230,210</b>	<b>\$70,703</b>	<b>(\$974,089)</b>
														\$0
51000	REGULAR PAY-PER	1,954,631	1,644,064	\$124,863	\$125,223	\$714,645	\$929,419	43.47%	38.68%	\$753,744	(\$39,099)	\$146,149	1,948,836	(\$929,419)
51005	OVERTIME PAY-PE	4,159	4,159	\$725	\$0	\$1,619	(\$560)	113.46%	50.44%	\$1,844	\$2,874	\$710	3,656	\$560
51010	REGULAR PAY-EXT	56,234	80,388	\$4,304	\$6,225	\$20,257	\$60,131	25.20%	53.26%	\$42,797	(\$22,540)	\$9,949	80,356	(\$60,131)
51040	DIFFERENTIAL PAY	31,366	31,366	\$1,943	\$2,135	\$9,177	\$22,189	29.26%	41.44%	\$12,364	(\$3,187)	\$2,600	29,833	(\$22,189)
52010	OASDI-SOCIAL SE	146,703	135,970	\$9,832	\$9,767	\$56,100	\$79,870	41.26%	39.54%	\$60,571	(\$4,471)	\$11,363	153,208	(\$79,870)
52015	RETIREMENT	500,562	464,225	\$30,594	\$30,680	\$153,914	\$310,311	33.15%	38.80%	\$177,075	(\$23,161)	\$35,793	456,352	(\$310,311)
53010	EMPLOYEE INSURA	542,630	512,452	\$118,680	\$31,125	\$228,032	\$284,420	44.50%	47.96%	\$250,788	(\$22,757)	\$34,440	522,938	(\$284,420)
53015	UNEMPLOYMENT IN	3,964	3,964	\$3,964	\$0	\$3,964	(\$0)	100.00%	100.00%	\$4,416	(\$452)	\$0	4,416	\$0
54010	WORKERS COMPENS	75,625	75,625	\$75,625	\$0	\$75,625	(\$0)	100.00%	100.00%	\$71,645	\$3,980	\$0	71,645	\$0
51000	SALARIES & BENF	\$3,315,874	\$2,952,213	\$370,531	\$205,154	\$1,266,432	\$1,685,781	42.90%	42.04%	\$1,375,244	(\$108,812)	\$241,004	\$3,271,240	(\$1,685,781)
61115	POLICE SAFETY EQUIPMENT	500	500	\$0	\$0	\$0	\$500	0.00%	0.00%	\$0	\$0	\$0	0	(\$500)
61125	UNIFORM REPLACEMENT	1,500	1,500	\$139	\$0	\$299	\$1,201	19.94%	25.27%	\$803	(\$504)	\$111	3,177	(\$1,201)
61215	RADIO SERVICES	35,000	35,000	\$2,777	\$2,777	\$13,886	\$21,114	39.68%	49.81%	\$16,131	(\$2,245)	\$5,377	32,388	(\$21,114)
61220	TELECOM SERVICES	46,000	46,000	\$4,140	\$4,143	\$16,641	\$29,359	36.18%	24.02%	\$11,809	\$4,832	\$3,932	49,154	(\$29,359)
61310	FOOD	10,000	10,000	\$5,339	\$1,522	\$11,036	(\$1,036)	110.36%	45.25%	\$5,785	\$5,251	\$2,004	12,784	\$1,036
61412	JANITORIAL SERVICES	10,000	10,000	\$940	\$825	\$3,415	\$6,585	34.15%	36.36%	\$3,300	\$115	\$825	9,075	(\$6,585)
61525	LIABILITY INSURANCE	60,000	60,000	\$0	\$0	\$57,173	\$2,827	95.29%	98.55%	\$42,404	\$14,769	\$0	43,027	(\$2,827)
61535	OTHER INSURANCE	4,012	4,012	\$4,154	\$0	\$4,154	(\$142)	103.54%	0.00%	\$2,964	\$1,190	\$0	2,964	\$142
61720	MAINT-MOBILE EQUIPMENT-SERV	10,000	10,000	\$2,138	\$277	\$2,720	\$7,280	27.20%	33.84%	\$2,925	(\$205)	\$35	8,642	(\$7,280)
61725	MAINT-OFFICE EQUIPMENT	1,000	1,000	\$140	\$0	\$609	\$391	60.93%	44.47%	\$1,018	(\$409)	\$140	2,290	(\$391)
61730	MAINT-OTHER EQUIP-SVCS	2,000	2,000	\$125	\$0	\$125	\$1,875	6.25%	26.68%	\$1,914	(\$1,789)	(\$2,295)	7,174	(\$1,875)
61731	MAINT-OTHER EQUIP-SUP	1,000	1,000	\$0	\$0	\$121	\$879	12.13%	99.98%	\$2,856	(\$2,734)	\$0	2,856	(\$879)
61835	FACILITIES MAINT	18,000	18,000	\$0	\$540	\$1,260	\$16,740	7.00%	0.00%	\$0	\$1,260	\$0	12,922	(\$16,740)
61845	MAINT STRUCT IM	1,000	1,000	\$0	\$0	\$583	\$417	58.28%	0.00%	\$0	\$583	\$0	889	(\$417)
61846	MAINT-STRUCT/IMPS/GRDS-OTHER-SUPPLIES	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
61920	MEDICAL, DENTAL & LAB SUPPLIES	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
61922	OTHER MEDICAL MATERIALS	95,000	95,000	\$14,509	\$6,522	\$45,647	\$49,353	48.05%	42.29%	\$40,667	\$4,980	\$10,773	96,150	(\$49,353)
62020	MEMBERSHIPS	2,000	2,000	\$300	\$150	\$450	\$1,550	22.50%	0.00%	\$0	\$450	\$0	1,946	(\$1,550)
62111	MISCELLANEOUS EXPENSES	10,500	10,500	\$11,688	\$35	\$11,723	(\$1,223)	111.65%	98.93%	\$9,244	\$2,479	\$375	9,344	\$1,223
62112	CASH SHORTAGES	0	0	\$0	\$0	\$0	\$0	0.00%	50.00%	\$20	(\$20)	\$5	39	\$0
62214	DUPLICATING SVCS.	3,500	3,500	\$2,035	\$0	\$2,035	\$1,465	58.16%	77.04%	\$3,727	(\$1,692)	\$88	4,838	(\$1,465)
62217	MISC NONINVENTORIAL ITEMS EXPENSE	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	5,561	\$0
62219	PC SOFTWARE PURCHASES	5,500	5,500	\$29	\$0	\$6,506	(\$1,006)	118.28%	94.38%	\$7,131	(\$626)	\$6,371	7,556	\$1,006
62221	POSTAGE	10,000	10,000	\$415	\$2,019	\$4,567	\$5,433	45.67%	30.15%	\$2,390	\$2,177	\$8	7,926	(\$5,433)
62222	SUBSCRIPTIONS/PERIODICALS	125	125	\$0	\$0	\$0	\$125	0.00%	#DIV/0!	\$0	\$0	\$0	0	(\$125)
62223	SUPPLIES	75,000	78,000	\$6,467	\$7,167	\$16,934	\$61,066	21.71%	47.96%	\$35,992	(\$19,058)	\$7,094	75,047	(\$61,066)
62225	NON-PC SOFTWARE	250	250	\$0	\$0	\$0	\$250	0.00%	#DIV/0!	\$0	\$0	\$0	0	(\$250)
62226	INVENTORIAL ITEMS	5,000	5,000	\$0	\$306	\$6,432	(\$1,432)	128.63%	99.98%	\$767	\$5,665	\$0	767	\$1,432
62301	ACCOUNTING & AUDITING	13,500	13,500	\$0	\$0	\$13,500	\$0	0.00%	0.00%	\$0	\$0	\$0	14,800	(\$13,500)
62310	BANKING SERVICES	13,000	13,000	\$641	\$750	\$4,883	\$8,117	37.56%	60.97%	\$8,096	(\$3,213)	\$274	13,278	(\$8,117)
62316	COMPUTER PROF SVCS	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
62317	CONSULT/MGT/PC SVCE.	22,000	22,000	\$130	\$112	\$19,023	\$2,977	86.47%	88.84%	\$19,453	(\$430)	\$90	21,898	(\$2,977)
62318	COUNTY COUNSEL	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
62325	DATA PROCESSING	82,320	82,320	\$41,160	\$0	\$44,050	\$38,270	53.51%	50.00%	\$41,160	\$2,890	\$0	82,320	(\$38,270)
62330	DPW SERVICES - GENERAL MONEY	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
62381	PROF & SPECIAL	80,000	80,000	\$3,824	\$6,032	\$23,149	\$56,851	28.94%	47.51%	\$39,361	(\$16,212)	\$9,892	82,848	(\$56,851)
62399	VETERINARIAN SERVICES	100,000	100,000	\$10,747	\$6,007	\$28,379	\$71,621	28.38%	24.14%	\$23,607	\$4,772	\$10,916	97,809	(\$71,621)
62500	EQUIPMENT RENTS & LEASES-	0	0	\$0	\$32	\$32	(\$32)	#DIV/0!	25.98%	\$575	(\$543)	\$212	2,212	\$32
62610	RENTS & LEASES-	200,000	200,000	\$0	\$49,417	\$98,835	\$101,166	49.42%	50.11%	\$99,275	(\$440)	\$440	198,109	(\$101,166)
62710	FIELD EQUIPMENT	1,200	1,200	\$379	\$131	\$566	\$634	47.21%	14.65%	\$421	\$145	\$0	2,874	(\$634)
62801	ADVERTISING & PROMOTION	2,500	2,500	\$0	\$2,726	\$2,726	(\$226)	109.03%	33.80%	\$709	\$2,017	\$160	2,098	\$226
62842	INVENTORY MATERIALS PURCHASED	20,000	20,000	\$2,077	\$0	\$2,077	\$17,923	10.38%	48.14%	\$14,998	(\$12,921)	\$0	31,155	(\$17,923)
62857	PRINTING & SUPPLIES	500	500	\$24	\$0	\$32	\$468	6.40%	2.88%	\$47	(\$15)	\$0	1,017	(\$468)

SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY FINANCIAL REPORT  
 2020-2021

Pos + = UP  
 Neg ( ) = DOWN

Acct	Acct Title	20-21 Final Budget	20-21 Adj. Budget	October Actuals	November Actuals	2020-21 YTD Actuals	YTD Remaining	42%	42%	2019-20 YTD Actuals	COMPARE	November Actuals	2019-20 Est./Actuals	
								Percentage of CY Budget Actualized	Percentage of PY Eas Actualized		THRU NOV PY ACTUALS			
62890	SUBSCRIPTIONS/BOOKS	500	500	\$0	\$0	\$0	\$500	0.00%	0.00%	\$0	\$0	\$0	459	(\$500)
62893	TOWING	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
62914	TRAVEL-EDUCATION	2,500	2,500	\$0	\$0	\$0	\$2,500	0.00%	0.00%	\$0	\$0	\$0	1,025	(\$2,500)
62920	GAS, OIL, FUEL	15,000	18,000	\$1,678	\$1,538	\$6,243	\$11,757	34.68%	37.87%	\$7,346	(\$1,104)	\$1,877	19,401	(\$11,757)
62922	TRAVEL-LODGING	1,500	1,500	\$0	\$0	\$0	\$1,500	0.00%	0.00%	\$0	\$0	\$0	368	(\$1,500)
62924	TRAVEL-MEALS	500	500	\$0	\$0	\$0	\$500	0.00%	0.00%	\$0	\$0	\$0	91	(\$500)
62926	TRAVEL-MILEAGE	500	500	\$0	\$0	\$0	\$500	0.00%	0.00%	\$0	\$0	\$0	95	(\$500)
62928	TRAVEL-OTHER	100	100	\$6	\$0	\$20	\$80	20.35%	0.00%	\$0	\$20	\$0	8	(\$80)
62930	REGISTRATIONS	250	250	\$0	\$0	\$1,652	(\$1,402)	660.80%	0.00%	\$0	\$1,652	\$0	226	\$1,402
62935	SERVICE CENTER	0	0	\$0	\$0	\$0	\$0	0.00%	#DIV/0!	\$0	\$0	\$0	0	\$0
62940	TRAVEL ADVANCES	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
63070	UTILITIES	85,000	85,000	\$10,410	\$6,347	\$28,288	\$56,712	33.28%	31.56%	\$29,165	(\$877)	\$3,931	92,427	(\$56,712)
74230	PRINCIPAL ON LEASE PUCHASES	0	0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	0	\$0
61000	SERVICES & SUPPLIES	\$1,047,757	\$1,053,757	\$126,413	\$99,374	\$466,270	\$587,487	44.25%	44.84%	\$476,060	(\$118,602)	\$62,621	\$1,061,634	(\$587,487)
75315	COUNTY OVERHEAD (see 3550)	\$63,391	\$63,391	\$15,847	\$0	\$31,695	\$31,697	50.00%	50.00%	\$51,602	\$0	\$0	\$103,204	(\$31,697)
70000	OTHER CHARGES	\$63,391	\$63,391	\$15,847	\$0	\$31,695	\$31,697	50.00%	50.00%	\$51,602	(\$19,908)	\$0	\$103,204	(\$31,697)
86204	EQUIPMENT	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	42.70%	\$32,474	(\$32,474)	\$0	\$32,474	\$0
86204	FIXED ASSETS	\$0	\$0	\$0	\$0	\$0	\$0	#DIV/0!	0.00%	\$32,474	(\$32,474)	\$0	\$32,474	\$0
90000	OPERATING TRSF OUT	\$101,000	\$101,000	\$0	\$101,000	\$101,000	\$0	100.00%	131.49%	\$100,000	\$1,000	\$0	\$100,000	\$0
90000	OTHER FINANCING USES	\$101,000	\$101,000	\$0	\$101,000	\$101,000	\$0	100.00%	0.00%	\$100,000	\$1,000	\$0	\$100,000	\$0
98700	APPROP FOR CONTINGENCIES	\$181,121	\$166,814	\$0	\$0	\$0	\$166,814	0.00%	0.00%	\$0	\$0	\$0	\$0	(\$166,814)
98700	CONTINGENCIES	\$181,121	\$166,814	\$0	\$0	\$0	\$166,814	0.00%	0.00%	\$0	\$0	\$0	\$0	(\$166,814)
40100	PROPERTY TAXES	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
40230	ANIMAL LICENSES	\$225,000	\$300,000	\$21,364	\$27,465	\$115,092	\$184,908	38.36%	42.49%	\$128,158	(\$13,066)	\$17,250	\$301,588	(\$184,908)
40430	INTEREST	\$30,000	\$40,000	\$1,832	\$0	\$7,579	\$32,421	18.95%	42.31%	\$16,582	(\$9,004)	\$4,660	\$39,193	(\$32,421)
40440	RENTS & CONCESS	\$700	\$700	\$24	\$0	\$43	\$657	6.21%	56.35%	\$97	(\$53)	\$53	\$172	(\$657)
40441	RENTAL DEPOSIT/FORFEIT REVENUE	\$200	\$200	\$0	\$0	\$0	\$200	0.00%	0.00%	\$0	\$0	\$0	\$140	(\$200)
40872	ST-MANDATED COST REIMBURSEMENT	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
40984	STATE-OTHER	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
41096	INTERGOVERNMENTAL REV	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
41148	FED-CARES ACT CRF FUNDING	\$0	\$0	\$0	\$0	(\$58,059)	\$58,059	0.00%	0.00%	\$0	(\$58,059)	\$0	\$58,059	\$0
41510	HUMANE SERVICES	\$200,000	\$250,000	\$24,148	\$20,157	\$112,450	\$137,550	44.98%	44.71%	\$111,530	\$920	\$12,838	\$249,436	(\$137,550)
42010	ADMINISTRATIVE SERVICES	\$2,600	\$2,600	\$165	\$200	\$854	\$1,746	32.85%	49.81%	\$1,435	(\$581)	\$182	\$2,881	(\$1,746)
42022	COST RECOVERY-OTHER	\$5,500	\$5,500	\$876	\$284	\$1,436	\$4,064	26.10%	45.24%	\$2,479	(\$1,043)	\$170	\$5,479	(\$4,064)
42044	MEMBER CONTRIBUTION	\$3,191,322	\$2,872,279	\$85,468	\$299,349	\$2,008,595	\$863,684	69.93%	70.00%	\$2,233,995	(\$225,399)	\$0	\$3,191,421	(\$863,684)
42047	OTHER CHARGES CURRRENT SERVICES	\$20,000	\$20,000	\$0	\$0	\$0	\$20,000	0.00%	18.92%	\$525	(\$525)	\$250	\$2,775	(\$20,000)
42073	ADMINISTRATIVE FINE FEES	\$10,000	\$12,000	\$19	\$144	\$2,319	\$9,681	19.32%	49.32%	\$6,203	(\$3,884)	\$781	\$12,575	(\$9,681)
42074	GRANT SERVICES-NON INTERGOV	\$15,000	\$15,000	\$0	\$1,628	\$1,628	\$13,372	0.00%	0.00%	\$9,280	(\$7,652)	\$0	\$15,000	(\$13,372)
42202	ENDOWMENT CARE	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
42205	ANIMAL MICROCHIP FEES	\$20,000	\$18,000	\$2,040	\$1,015	\$7,511	\$10,489	41.73%	48.95%	\$7,846	(\$335)	\$1,155	\$16,027	(\$10,489)
42206	ANIMAL RABIES FEES	\$18,000	\$15,000	\$1,981	\$1,065	\$7,080	\$7,920	47.20%	44.63%	\$6,856	\$224	\$870	\$15,363	(\$7,920)
42207	ANIMAL SPAY&NEUTER FEES	\$100,000	\$100,000	\$10,540	\$5,790	\$44,524	\$55,476	44.52%	44.51%	\$45,966	(\$1,442)	\$8,265	\$103,272	(\$55,476)
42234	SALES-OTHER-TAXABLE	\$30,000	\$65,000	\$6,535	\$8,831	\$27,169	\$37,831	41.80%	46.20%	\$29,624	(\$2,456)	\$6,363	\$64,122	(\$37,831)
42362	CASH OVERAGES	\$0	\$0	\$11	\$50	\$69	(\$69)	0.00%	57.43%	\$0	\$29	\$1	\$70	\$69
42372	CONTRIBUTIONS AND DONATIONS	\$262,000	\$262,000	\$45,444	\$22,804	\$231,828	\$30,172	88.48%	35.87%	\$135,639	\$96,189	\$19,197	\$378,152	(\$30,172)
42375	INSURANCE PROCEEDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
42380	NSF CHECKS	\$0	\$0	\$0	\$0	\$0	(\$0)	0.00%	53.97%	(\$34)	\$34	\$0	(\$63)	\$0
42381	NSF CHECKS-RETURNED CHECK	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$40	\$0
42384	OTHER REVENUE	\$40,000	\$40,000	\$2,575	\$2,193	\$10,472	\$29,528	26.18%	30.06%	\$12,671	(\$2,199)	\$1,381	\$42,147	(\$29,528)
42390	UNCLAIMED MONEY-ESCHEATED	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
42500	BOND PROCEEDS	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	\$0	\$0	\$0	\$0	\$0
42981	LICENSES - CAPITOLA	\$0	\$0	\$785	\$477	\$3,315	(\$3,315)	0.00%	0.00%	\$5,274	(\$1,959)	\$694	\$0	\$3,315
42982	LICENSES - SANTA CRUZ	\$0	\$0	\$4,711	\$4,505	\$23,011	(\$23,011)	0.00%	0.00%	\$23,045	(\$34)	\$3,587	\$0	\$23,011
42983	LICENSES- SCOTTSS VALLEY	\$0	\$0	\$1,260	\$2,638	\$7,212	(\$7,212)	0.00%	0.00%	\$7,309	(\$97)	\$1,117	\$0	\$7,212
42984	FEES	\$0	\$0	\$12,366	\$16,658	\$68,608	(\$68,608)	0.00%	0.00%	\$77,555	(\$8,947)	\$9,629	\$0	\$68,608

**SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY FINANCIAL REPORT  
2020-2021**

As of 11/30/20 from ONESolution  
SC CO ANIMAL SERVICES AUTHORITY  
Organization: 70 28

Pos + = UP  
Neg ( ) = DOWN

Acct	Acct Title	20-21 Final Budget	20-21 Adj. Budget	October Actuals	November Actuals	2020-21 YTD Actuals	YTD Remaining	42%	42%	2019-20 YTDActuals	COMPARE THRU NOV PY ACTUALS	November Actuals	2019-20 Est./Actuals	
								Percentage of CY Budget Actualized	Percentage of PY Eas Actualized					
42986	LICENSES- WATSONVILLE	\$0	\$0	\$2,242	\$3,187	\$12,946	(\$12,946)	0.00%	0.00%	\$14,975	(\$2,029)	\$2,169	\$0	\$12,946
40100-42500	REVENUES	\$4,170,322	\$4,018,279	\$203,022	\$390,976	\$2,520,589	\$1,497,690	62.73%	61.12%	\$2,748,892	(\$228,303)	\$73,415	\$4,497,849	(\$2,520,589)