TOWN OF YUCCA VALLEY
ANIMAL SHELTER OPERATIONS COMMITTEE MEETING

The Mission of the Town of Yucca Valley is to provide a government that is responsive to its citizens to ensure a safe and secure environment while maintaining the highest quality of life.

ANIMAL SHELTER OPERATIONS COMMITTEE: 5:30 PM
THURSDAY, SEPTEMBER 18, 2025
Yucca Valley Senior Center- Temporary Site
(Old Library Location)
57090 Twentynine Palms Highway
Yucca Valley, CA 92284

ZOOM OPTION NOT AVAILABLE FOR THIS MEETING

Use the above link to virtually access the meeting. You will automatically be muted upon entry. During the meeting, participants will be prompted to "raise hand" or inform the meeting moderator when wishing to make a public comment. Comment time is limited to 3 minutes or as instructed by the Mayor/Chair. If any technical difficulties occur resulting in lack of connectivity or virtual streaming, the in-person meeting will continue to proceed.

* * * *

Animal Shelter Operations Committee
Jim Schooler, Chair
Jeff Drozd, Vice Chair

* * * *

TOWN ADMINISTRATIVE OFFICE:
760-369-7207
Public Comments: townclerk@yucca-valley.org
www.yucca-valley.org

AGENDA
MEETING OF THE ANIMAL SHELTER OPERATIONS COMMITTEE
THURSDAY, SEPTEMBER 18, 2025, 5:30 PM

The Town of Yucca Valley complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the Town Clerk's Office at (760) 369-7209 at least 48 hours prior to the meeting

The meeting agenda packet is available for public view in the Town Hall lobby and on the Town's website at www.yucca-valley.org prior to the meeting. For more information on an agenda item or the agenda process, please contact the Town Clerk's office at (760) 369-7209 ext. 226.

If you wish to comment on any agenda item or on any subject not on the agenda during public comments, please fill out a request to speak card and give to the Town Clerk/Commission Secretary. Comment time is limited to 3 minutes.

Where appropriate or deemed necessary, action may be taken on any item listed in the agenda.

OPENING CEREMONIES:

Call to Order

Roll Call

Committee Members Schooler and Drozd

Pledge of Allegiance

Approval of Agenda

1. Agenda Approval

   Recommendation:
   Approve the meeting agenda as prepared.

Department Reports

2. Animal Care and Control Staffing Update

   Recommendation:
   That the Committee receives and files the report.

3. Yucca Valley Veterinarian Services Update

   Recommendation:
   That the Committee recevie and file an update regarding the engagement of Veterinarian services for the Yucca Valley Animal Shelter.

4. Operational Review Status Update

   Recommendation:
   That the Committee receives and files the Operational Review Status Update and provides input and direction as desired.

Public Comments

The Animal Shelter Operations Committee takes this time to consider your comments on items of concern which are not on the agenda. When you are called to speak, please state your name and community of residence. Please limit your comments to 3 minutes or less. Inappropriate behavior which disrupts, disturbs, or otherwise impedes the orderly conduct of the meeting will result in forfeiture of your public comment privileges. The Animal Shelter Operations Committee is prohibited by State law from taking action or discussion items not on the printed agenda.

Announcements

Upcoming Meeting Schedule: The next regular meeting of the Yucca Valley Animal Shelter Committee will be held on Thursday, October 16, 2025 at 5:30 PM at the Temporary Yucca Valley Senior Center.

Town of Yucca Valley
Animal Shelter Operations Committee Staff Report

To: Animal Shelter Operations Committee

From: Curtis Yakimow, Town Manager

Date: September 11, 2025

Meeting Date: September 18, 2025

Subject: Animal Care and Control Staffing Update

Recommendation:
That the Committee receives and files the report.

Prior Review:

Discussion:
Animal Care and Control Manager Recruitment
The current vacancy of the Animal Care and Control Manager is a priority position for the Town to fill. This position is key to ensuring that the Town Council's established priorities and best practices are implemented efficiently, effectively, and timely. Field services, volunteer programs, shelter operations, staff training and scheduling, vet service coordination, and similar responsibilities fall under the supervision of the Animal Care and Control Manager.

The Town's Animal Care and Control operations is currently recruiting for the Animal Care and Control Manager. The current schedule for the recruitment is as follows:
Community and Committee input regarding the job description: August 2025
Opening of the Recruitment: September 4, 2025
Closing Date / last day to submit: October 2, 2025
First round interviews: October 13, 2025
Second round interviews: October 16, 2025
Anticipated offer date: October 20, 2025
Anticipated starting date range: TBD w/ target of ASAP

The Town has actively announced the job opportunity on both traditional platforms and industry-specific platforms. Examples of outreach include:

* Government Jobs

* Indeed
* National Animal Care and Control Association
* CalAnimals
* Social Media
* Targeted Public Agencies

As of Thursday, September 11th, the Town has received a total of 17 applications for the position. To ensure consistency with all applicable employment law requirements, the Town will follow its normal employment recruitment and appointment processes.

Kennel Tech and Field Staff Evaluation

Ongoing evaluation of existing staffing continues, and it is likely that the Town will be recruiting for additional Regular Part-time Kennel Tech positions in the near future. The Town may also revise its part-time Kennel Tech schedules to enhance coverage during hours when the shelter is open to the public.

Lastly, ongoing evaluation continues on all staff positions to ensure adequate minimum staffing is available for animal shelter and control operations.

Alternatives

None recommended.

Fiscal Impact:

None with this item.

Attachments

None

Town of Yucca Valley
Animal Shelter Operations Committee Staff Report

To: Animal Shelter Operations Committee

From: Curtis Yakimow, Town Manager

Date: September 11, 2025

Meeting Date: September 18, 2025

Subject: Yucca Valley Veterinarian Services Update

Recommendation:
That the Committee recevie and file an update regarding the engagement of Veterinarian services for the Yucca Valley Animal Shelter.

Prior Review:
None with the item.

Discussion:
Veterinarian (Vet) services are a required element of the Yucca Valley Animal Shelter providing a range of activities and technical guidance related to shelter operations. The Town is committed to ensuring that proper Vet services are provided to the Town shelter.

After feedback from the Animal Shelter Review Committee, Town staff is developing a Request for Proposal (RFP) for Veterinarian services. It is anticipated that the RFP will outline the desired scope of services, term of contract, minimum requirements, and other key components necessary for effective Vet service.

The RFP will be distributed within the next week, and responses will be due approximately 30 days thereafter. As a professional service, the Town has the ability to identify and select the provider that best meets the needs of the Town.

The Town continues to seek interim Vet services as needed during the course of the RFP process.

Alternatives
None recommneded.

Fiscal Impact:

None recommended.

Attachments

1. Town of Yucca Valley - RFP Veterinary Services - Draft 9 12 25

Request for Proposal TBD
Onsite Veterinary Services
Release Date: TBD

PRELIMINARY DRAFT

Town of Yucca Valley Animal Shelter

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PRELIMINARY DRAFT

I. INTRODUCTION

The Town of Yucca Valley's Animal Shelter (Town) is seeking qualified professional firms (Consultant) to submit a proposal to provide professional onsite veterinary services. Proposals shall conform to the provisions set forth herein.

The Town intends to create an independent Consultant relationship with the Consultant through a Professional Services Agreement. Consultant shall not be considered an agent or employee of the Town for any purpose.

The Town desires to procure veterinary care for all animals that become the property of, or are in the custody of, the Town of Yucca Valley Animal Shelter. The Town is seeking a veterinarian, licensed to practice veterinary medicine in the State of California, who wants to work with the community and play a lifesaving role for the approximately XXX animals that the Town cares for. In addition, the Town is looking for a veterinarian who can work in a fast-paced environment without comprising care and who wants to be part of an innovative and supportive team that is passionate about saving lives. The selected veterinarian is expected to provide all labor necessary to provide veterinary care for animals owned by, or in the custody of, the Animal Shelter.

I. BACKGROUND

The Town of Yucca Valley is located in the Hi-Desert area of San Bernardino County that lies in the Little San Bernardino Mountains at an elevation of 3,300 feet. Crisp air, starry skies, and the incomparable beauty of the high desert help to create its unique charm and friendly atmosphere.

Yucca Valley is conveniently situated on CA State Highway 62, intersected by State Highway 247 and easily accessible to all of Southern California.

As the gateway to the Joshua Tree National Park and the economic hub of the Morongo basin, Yucca Valley is renowned for its outdoor recreational opportunities, regional attractions, and the Yucca Valley Film Festival.

The Town of Yucca Valley Animal Shelter is located at 4755 Malin Way, Yucca Valley, CA 92284. The Animal Shelter provides shelter for animals which largely consists of animals coming in as strays and roaming animals.

The Town of Yucca Valley Animal Shelter goal is to provide for the humane care of found and injured or abused animals, the protection of the citizenry from stray and/or aggressive animals and the education of proper and responsible pet ownership.

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The mission of the Animal Shelter is to balance the health, safety, and welfare needs of the people
and the animals within the Town of Yucca Valley.

Annual Volume Data: XXXXX, adopted and rescued animals.

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A. Scheduling a Facility Visit

Consultants will be allowed to make a site visit to review the Facility and equipment. **An appointment is required**, please RSVP with:

TBD
-mail: TBD

Site visits will be scheduled for DAY OF THE WEEK AND DATE TBD or DAY OF THE WEEK AND DATE TBD.

B. Town Contact

The Town contact (Contact) for this Request for Proposal (RFP) is the sole point of contact for this procurement. All communication shall be in writing and submitted to the Contact as designated below. Consultants are not permitted to communicate with other Town staff or officials about this RFP, except during pre-proposal meetings and/or interviews, unless otherwise directed by the Contact. Direct written questions and/or correspondence related to this RFP to:

TBD
E-mail: TBD

Consultants interested in participating in this RFP should immediately provide the Contact with a telephone number, and an e-mail address for dissemination of addenda and/or supplemental information, as applicable. Failure to provide said contact information may result in late notifications and/or incomplete proposals. (See Section V for proposal submittal address).

C. Deadline for Submitting Questions

Any questions regarding the RFP must be submitted to the Contact referenced above no later than TBD at TBD PM. Reference the RFP Number and Title when making inquiries.

D. RFP Schedule

1) RFP Deadlines

Request for Proposals Released	TBD
Deadline for Submitting Questions	TBD
Questions	TBD
Deadline for Submitting Proposals	**TBD**
Evaluation of Proposals Completed	TBD

2) RFP Tentative Scheduling

Professional Service Agreement (PSA) Executed	TBD

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E. Minimum Qualifications and Experience

The Town seeks professionals with demonstrated expertise in performing the services described herein. The successful Consultant shall have proven experience in providing the subject professional services and shall, at minimum, have five (5) years' experience.

II. SCOPE OF WORK

Refer to Attachment A for Scope of Work.

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III. PROPOSAL FORMAT

The proposal shall consist of two parts: a Technical Proposal and a Fee Proposal. Proposals must be typed or printed legibly in ink. Erasures and whiteouts are not permitted. Mistakes may be crossed out with corrections typed or written adjacent thereto and initialed in ink by the individual(s) signing the proposal.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Each section of the Technical Proposal shall be tabbed according to the numbering system shown below.

Technical Proposal

A. Technical Proposal

B.

TAB - 1 Cover Letter

The Cover Letter shall be on company letterhead, signed by a duly authorized officer, employee, or agent of the Consultant. The Cover Letter shall include the following information:

1) A statement that the Proposal is submitted as a response to RFP TBD Onsite Veterinary Services.
2) An introduction of the Consultant including: legal name; address and telephone number of office headquarters, along with the local office; type of business entity [sole proprietor, partnership, or corporation (including state of incorporation)]; and date founded.
3) A brief discussion of general background and qualifications and a description of any special knowledge or capabilities material to the services requested in the RFP. Be sure to include whether the Consultant has done work for the public sector in the last TBD (X) years.
4) A statement addressing any proprietary information that might be contained in the Proposal, in accordance with Section VII, Paragraph 10.
5) Indicate which individual(s) by name, title, address, and telephone number are authorized to negotiate and execute an Agreement with the Town on behalf of the Consultant.
6) A statement that Consultant has read and understands the RFP in its entirety, including, without limitation, the scope and nature of the work, all appendices, attachments, exhibits, schedules, and addendum, as applicable. Should the Consultant have any objections to the RFP, they must be clearly stated in the Cover

PRELIMINARY DRAFT

7) Letter, specifically referencing the particular section number, paragraph, and page number of the objection. However, making an objection does not relieve the Consultant from complying with the requirements of the RFP.

TAB - 2 Understanding

Understanding of the Scope of Work; demonstrated knowledge of the work; identification and knowledge of Federal, State, Town, and other agency requirements, as applicable to the required service.

TAB - 3 Approach to the Scope of Work

Provide a compendium of the issues from the Consultant's perspective. Describe the proposed approach and methodology to perform the work. Information should demonstrate the Consultant's:

a. Knowledge of the technical and functional needs;
b. Describe each service you provide and how you go about obtaining that information;
c. Online capability;
d. Issues pertinent to this RFP that are not addressed in Section II, Scope of Work.

TAB - 4 Experience

The technical expertise and professional competence in areas directly related to the RFP; number of years' experience in performing similar work; demonstrated ability to manage and coordinate the services, deliver quality services, be a reliable service provider, breadth, and depth of resources.

TAB - 5 References

Provide a minimum of three (3) references of recent demonstrated experience in providing consulting services similar in nature and size to the Scope of Work and include any government references. Provide a short description of the work performed, dates of service, names, addresses, telephone numbers, fax numbers, locations, remedies, and contract amount.

TAB - 6 Addenda

Include signed addenda in chronological order, as applicable.

C. Fee Proposal

The Fee Proposal shall be prepared in the following manner.

One (1) copy of the Fee Proposal, sealed separately, shall be submitted within the sealed proposal package, and clearly marked as follows: FEE PROPOSAL FOR RFP TBD Onsite

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Veterinary Services.

Proposals without a separate, sealed Fee Proposal will not be accepted. The elements of the Fee Proposal shall include the following:

1) Indicate all fees associated to the services noted in the Scope of Work within this RFP.

IV. PROPOSAL SUBMISSION

The deadline for submitting a proposal **TBD PM** on TBD.

The deadline for submitting a proposal is TBD p.m. on TBD. The TBD website will not allow the submittal of any proposals after this deadline; therefore, late submittals will not be permitted.

V. SELECTION PROCESS

A. Evaluation

Fee Proposals will remain sealed and held until all responsive Technical Proposals are evaluated and ranked. The evaluation process will be as follows:

1. A panel designated by the Town will perform an evaluation and assign a score to each responsive Technical Proposal.
2. Once the ranking of the Consultants has been determined, the Fee Proposal of the three (3) top ranked firm will be opened by the Contact or his/her designee. Thereafter, the Town may begin negotiations (if required) with the Consultant obtaining the highest combined score. Should negotiations with the highest ranked Consultant fail, the Town will cease further efforts in reaching an Agreement and commence negotiations with the Consultant who received the next highest score. The Town will continue negotiations with Consultants in order of the next highest ranking until negotiations are successful.
3. The selection process will conclude upon execution of a Professional Services Agreement ("PSA"). The selected Consultant will be required to execute a PSA in the form attached hereto as Section VII, and to comply with all of the terms and conditions contained therein.
4. All unopened Fee Proposals will be returned back to the proposing Consultant.

B. Selection Criteria

The selection criteria may consist of solely an evaluation of the submitted proposals to determine which, if any, proposals meet the minimum qualifications and experience

PRELIMINARY DRAFT

detailed above, or may consist of both an evaluation of the submitted proposals and panel interviews with the top ranked Consultants as determined by the scores of the evaluated proposals. If the Town decides to conduct interviews with the top-ranked Consultants, the Town reserves the right to evaluate and make their selection of the top ranked firm based solely on the panel interview scoring. If interviews are not conducted, the proposal evaluation scores shall be the sole basis for the determination of the top-ranked Consultant.

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Proposals will be evaluated against the criteria listed below:

1. Understanding: Understanding of the Scope of Work; demonstrated knowledge of the work; identification and knowledge of Federal, State, Town, and other agency requirements, as applicable to the requested services. **20 points**
2. Approach: The methodology and systems reflecting the ability to provide the requested services; thorough discussion of objectives; sensitive approach to public and regulatory concerns; management, coordination of services and quality controls; attention to detail and creativity. **30 points**
3. Experience: The technical expertise and professional competence in areas directly related to this RFP; required number of years experience in performing similar work; demonstrated ability to manage and coordinate the services, deliver quality products/services, be a reliable service provider, stay within budget, and meet deadlines; level of experience and training of key personnel assigned, including sub- consultants, if applicable; strength and stability of the firm; breadth and depth of resources. **30 points**
4. References: References provided within the proposal will be evaluated. **5 points**
5. Completeness: Overall completeness and thoroughness; initiative; compliance with RFP instructions; exceptions to or deviations from the RFP. **15 points**

PRELIMINARY DRAFT

ATTACHMENT A: SCOPE OF WORK

Provide a detailed narrative of the services your firm proposes to provide if awarded. The narrative should include any options that may be beneficial for the Town to consider.

Availability: Describe the hours of operation of the work to be performed.

Consultant Capability: Provide relevant information regarding previous experience related to this or similar projects, to include the following:

Cost and Work Hours: In your response to this proposal, please provide the following: Cost by Task: Provide the cost of each task.

The Town is seeking proposals to contract with a veterinary service provider for services to the Town of Yucca Valley Animal Shelter. The selected veterinarian(s) is expected to provide all labor necessary to provide veterinary care for animals at the Town of Yucca Valley Animal Shelter. The Town will provide medications, equipment, materials, and supplies.

The Consultant shall bear all costs for any necessary permits, insurance, taxes, and all matters required for compliance with the agreement.

It is expected that the Veterinarian(s) will provide the requested services to include, but not limited to the following:

- Follow the mandates of the California Veterinary Medicine Practice Act.
- Maintain a current Veterinarian License for the Consultant's Veterinarian(s), as required by the California Veterinary Medical Board.
- Maintain a controlled substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- Maintain a working relationship with the Deputy Town Manager, Shelter Manager, or other designated staff, and together create an in-shelter treatment protocol manual.
- Approve euthanasia of in-shelter animals that are severely sick, injured, old, feeble, temperament, and unadoptable, including animals that show signs of congenital or hereditary conditions that will adversely affect their health, and for capacity limtiations.
- The Consultant shall grant the Town the use of their Veterinary Premise Permit, for the facility located at 4755 Malin Way, naming the Consultant Veterinarian as the Managing Licensee as required by California Veterinary Medical Board.
- The Veterinary Premise Permit shall be displayed in a designated area as prescribed by law.
- Copies shall be provided to the Town. The Consultant shall maintain the premise permit to ensure that it remains current throughout the term of the agreement.
- Allow the Shelter Manager, registered veterinarian technician or other designated staff, to order in-shelter medications, vaccines, etc. under the Veterinarians license, with his/her approval.
- The Consultant reserves the right to conduct inspections of the facility and/or records as

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necessary to ensure compliance with all terms of this agreement.

- Spay and Neuter shelter animals, including older animals, overweight animals, feral animals, animals in heat, pregnant animals, cryptorchid animals and animals with a pyometra. Surgeries may be as many as 14 animals a day or as few as 6, all spays or all neuters or a combination of both. All animals will be spayed and neutered as early as three (3) months or 2 ½ pounds.
- Must be able to handle feral animals.
- Maintain the health and wellbeing of the shelter population, including sick or injured animals which may include vaccinating, de-worming, treating management, and fecal tests.
- May be required to write reports for animal control for court and may be required to testify in court.
- Make recommendations based on professional knowledge for improvements in sanitation, nutrition, and disease control at the Shelter.
- Must be willing to work in conjunction with the Town staff to meet the needs and requirements of their schedule and current workflow processes.
- Veterinary service invoices to be submitted in a timely manner, bi-weekly or monthly. Payment terms are Net 30 days after receipt and acceptance of invoice.
- No sub-contract of service will be permitted.
- Provide schedule, days of the week including time, for veterinary services.
- Provide availability for emergency on call.

PRELIMINARY DRAFT

ATTACHMENT B: SAMPLE PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR SERVICES

By and Between

TOWN OF YUCCA VALLEY

and

_____

PROJECT

_____ PROJECT

TOWN PROJECT NO.: _____

PRELIMINARY DRAFT

AGREEMENT FOR SERVICES
BETWEEN THE TOWN OF YUCCA VALLEY AND
_____

THIS AGREEMENT FOR SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 20___, by and between the Town of Yucca Valley, a general law city ("Town") and _____, _____ ("Consultant"). Town and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. Town has sought, by [describe process used, i.e. request for qualifications, request for quotations, request for proposals, direct negotiation, informal quotes] the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Town to perform those services.

C. Pursuant to the Town's Municipal Code, Town has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

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1.2 Consultant's Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids ("Contract Documents") and the Scope of Service shall include the Consultant's scope of work in Consultant's accepted bid proposal ("Accepted Bid") shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the Town and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Town, its officers, employees or agents of Town, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Town hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Town of such fact and shall not proceed except at Town's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Town, except such losses or damages as may be caused by Town's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

PRELIMINARY DRAFT

1.8 Additional Services.

Town shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra services, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the Town Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Town may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern. In the event of a conflict between the provisions of any other Exhibits and any provisions of this Agreement, the provisions of this Agreement shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.0 Prevailing Wage.

It is the understanding of the Town and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Town agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

PRELIMINARY DRAFT

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Town. Coordination of the performance of the work with Town is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to Town an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Town's Finance Manager. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice Town for any duplicate services performed by more than one person.

Town may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Town, or as provided in Section 7.3. Town will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Town warrant run procedures, the Town cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Town, the original invoice shall be returned by Town to Consultant for correction and resubmission. Review and payment by the Town of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics or pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Town, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.8. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

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ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for Town to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Town. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Town of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desire to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon reassign notice from Town of such desire of Town, reassign such person or persons.

4.2 Status of Consultant.

Consultant shall have no authority to bind Town in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Town Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Town to the Contract Officer. Unless otherwise specified herein, any approval of Town required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Town Manager, to sign all documents on behalf of the Town required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

(a) Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of Town. Nothing in this Agreement may be construed to be inconsistent with this relationship or status. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Town. Consultant shall have no authority to bind Town in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against Town, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Town.

(b) Consultant shall perform all Services as an independent contractor of Town and shall remain at all times as to Town a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures in performance of Services. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Any terms within this Agreement regarding Town directives apply to and concern the result of Consultant's provision of service and not the means, methods, or scheduling of the Consultant's work. Neither Town, nor any elected or appointed boards, officers, officials, employees or agents of Town, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Town.

(c) Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any privileges or rights to retirement, health care or any other benefits which may otherwise accrue to Town's employees. Consultant expressly waives any claim Consultant may have to any such benefits, privileges or rights.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Town to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any

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bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Town.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town and the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Agreement for cause.

Minimum requirements. Consultant shall, at its sole cost and expense, procure and maintain for at least the duration of the Agreement, including any extension thereof, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require of the subconsultants to procure and maintain the same insurance for the duration of the Agreement including any extension thereof. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the Labor Code of the State of California and Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. The Town shall be named additional insured.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage applicable to the work performed under this agreement shall be continued for five (5) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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(e) Consultant shall provide to the Town an endorsement that the workers' compensation insurer waives all rights of subrogation against the Town and its officials, officers, employees and volunteers.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(g) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(h) If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Town requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Town.

5.2 General Insurance Requirements.

The Town, its officers, officials, employees, and volunteers shall be named additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

If the deductible or self-insured retention exceeds $10,000.00, it must be approved in advance by the Town. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Town's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.

No work or services under this Agreement shall commence until the Consultant has provided the Town with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Town. Town reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Town.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or

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better, unless such requirements are waived by the Town's Risk Manager or other designee of the Town due to unique circumstances.

All Coverages. Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased.

The coverage shall contain no special limitations on the scope of protection afforded to Town, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Town.

5.3 Indemnification.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless Town, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

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part, the performance of this Agreement by Consultant, or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

(c) Indemnification from Sub-Consultants. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every sub-Consultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible according to the terms of this section. Failure of Town to monitor compliance with these requirements imposes no additional obligations on Town and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Town as set forth herein is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

(d) Town's Negligence. The provisions of this section do not apply to claims occurring as a result of Town's sole negligence. The provisions of this section shall not release Town from liability arising from gross negligence or willful acts or omissions of Town or any and all of its officials, employees and agents.

5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Town ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Town, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Town and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to Town, and access shall be provided by Consultant's successor in interest.

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6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

Except as otherwise provided below, all documents, data, studies, drawings, maps, models, photographs and reports prepared by Consultant (collectively, "Documents") under this Agreement are Town's property. Consultant may retain copies of such Documents as desired but will deliver all original materials to Town upon Town's written notice. Town agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at Town's own risk. Consultant warrants that all Documents it drafts and completes pursuant to this Agreement constitutes original work. Specifically, Consultant understands and agrees that use of artificial intelligence (AI) tools including, without limitation, ChatGPT, Microsoft's Bing Chat, Google's Bard, and Meta's LLaMA (Large Language Model Meta AI), in the performance of this Agreement does not constitute an original work, i.e., submitting Documents generated by such AI tools to Town and representing it as Consultant's original work constitutes a material breach of this Agreement, constitutes a false claim, and may also violate applicable intellectual property right laws including, without limitation, United States Copyright Law. Accordingly, and notwithstanding any other provision of this Agreement as to ownership, Town specifically rejects ownership of such Documents. Consultant is required to indemnify and defend Town to the fullest extent allowed by applicable law should it violate this Section.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the Town's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

All Final Work Product developed by Consultant in the course of providing the Services pursuant to this Agreement shall become the sole property of Town and may be used, reused or otherwise disposed of by Town without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to Town all such Final Work Product if paid for by the Town. This

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provision specifically excludes Consultants' work notes and drafts, which are owned by Consultant, not Town.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Town without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Town Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Town notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Town shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Town should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Town retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Town and to provide Town with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Town to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in San Bernardino County.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Town shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Town may give notice to Consultant of the default and the reasons for the default.

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The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the Town shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the Town may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Town may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Town to give notice of the Consultant's default shall not be deemed to result in a waiver of the Town's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes Town to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Town of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

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7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Town reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the Town need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Town as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Town Officers and Employees.

No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Town or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of

PRELIMINARY DRAFT

the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Town in the performance of this Agreement.

No officer or employee of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, age, color, creed, religion, sex, gender, religion, marital status, national origin, gender identity, veteran status, disability, medical condition, pregnancy, childbirth and related medical conditions, military service, genetic information or testing, sexual orientation, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq*., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against Town for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Town for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Town.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Town, to the Town Manager and to the attention of the Contract Officer, TOWN OF YUCCA VALLEY, 57090 Twentynine Palms Highway, Yucca Valley, California 92284 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

PRELIMINARY DRAFT

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Town. The Contract Officer shall have the authority to approve any amendment to this Agreement that includes additional work, time to perform, or an increase in the Contract Sum in accordance with Section 1.8 of this Agreement. The Town's Contract Officer may, but is not required to, make additional minor amendments not affecting substantive terms without further authorization from the Town Council. The Town Council hereby authorizes the Contract Officer to execute any such amendments as required by this Agreement or that do not otherwise reduce Town's rights under this Agreement. All other amendments shall be approved by the Town Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Authority to Execute.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

PRELIMINARY DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

TOWN OF YUCCA VALLEY:

_____
Curtis Yakimow, Town Manager

ATTEST:

_____
Lesley Copeland, Town Clerk

APPROVED AS TO FORM:
BURKE, WILLIAMS, & SORENSON, LLP

_____
Thomas Jex, Town Attorney

CONTRACTOR:

_____

_____

By: _____

Name: _____

Title: _____

By:_____

Name: _____

Title: _____

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS

Address:_____

_____

_____

PRELIMINARY DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20___ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

PRELIMINARY DRAFT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 20___ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____
TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____
_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

PRELIMINARY DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Town:

A.

B.

C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Town appraised of the status of performance by delivering the following status reports:

A.

B.

C.

IV. All work product is subject to review and acceptance by the Town and must be revised by the Consultant without additional charge to the Town until found satisfactory and accepted by Town.

V. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

PRELIMINARY DRAFT

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

PRELIMINARY DRAFT

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

		RATE	TIME	SUB-BUDGET
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.

IV. The Town will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.

VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

PRELIMINARY DRAFT

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the Town Attorney's office.

II. Consultant shall deliver the following tangible work products to the Town by the following dates.

A.

B.

C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

PRELIMINARY DRAFT

ATTACHMENT C: Terms and Conditions

VI. TERMS AND CONDITIONS

In addition to the foregoing requirements contained in this RFP, the Consultant shall adhere to the following terms and conditions and perform or make provisions for requirements set forth therein.

1. **Late Proposal**
   Late proposals will not be considered. It is the Consultant's responsibility to ensure that the proposal arrives on or before the specified time. The Town will not be responsible for proposals not properly marked and delivered. Postmarks will not be accepted in lieu of actual receipt.
2. **Ambiguity, Conflict, or Errors in the RFP**
   Any ambiguity, conflict, discrepancy, omissions, or other error discovered in the RFP must be reported immediately in writing to the Town.
3. **Addenda**
   The Town may modify and issue addenda to this RFP. A signed copy of all addenda shall be submitted as part of the proposal. Failure to include the addenda may result in a non-responsive submittal. Addenda shall become a part of this RFP and any Agreement, which may result from this solicitation.
4. **Modifications**
   Any proposed changes or alternatives must be clearly identified in the proposal and are subject to approval by the Town. Proposals that are submitted with conditional clauses, alterations, items not requested herein, or irregularities of any kind are subject to rejection at the discretion of the Town.
5. **Proposal Commitment**
   The proposal shall be firm and binding for ninety (90) days after the submittal deadline. Submission of a proposal shall constitute a commitment on the part of the Consultant to furnish the services set forth in this RFP.
6. **Proposal Withdrawal**
   Prospective consultants may withdraw a submitted proposal at any time up to the proposal due date and time. This may be done via written request signed by an authorized representative and submitted to the Contact for the RFP. The Consultant may submit another proposal at any time up to the closing date and time.
7. **Proposal Errors**
   The Town is not responsible for errors or omissions on the part of the Consultant in drafting their proposals. The Town is not responsible for any conclusions or interpretations made by the Consultant regarding information provided by the Town.
8. **Submission Cost**
   The Town will not be liable for any costs incurred in the preparation of proposals or incidental to the preparation and presentation of qualifications orally or in writing. All costs for preparation, submission of proposals, submission of additional information, delivery, and/or any other aspect of the RFP incurred by the Consultant are the sole responsibility of the Consultant.

PRELIMINARY DRAFT

9. **Property of Town**

All proposals and materials submitted become the property of the Town and may be used by the Town in any way it deems appropriate. In addition, proposals received will be subject to the California Public Records Act.

10. **Proprietary Information**

If any proposal contains trade secrets or other information that is proprietary by law, a request to keep such information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The Consultant shall specifically identify the page numbers that contain the confidential information in the cover letter (Tab 1), and said information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. Requests are subject to review by the Town to determine whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Consultant has the option of withdrawing the proposal or advising the Town in writing of its understanding that this information will become public record. The price of products or services proposed shall not be designated as proprietary or confidential information.

11. **Additional Information**

The Consultant shall provide the Town with any additional information the Town deems necessary to accurately determine ability to perform services proposed. During evaluation and selection, the Town may conduct any reasonable inquiry from any and all sources concerning the proposal, including reference verification to determine the responsibility of the Consultant. Furthermore, submission of a proposal constitutes permission by the Consultant for the Town to verify all information contained therein. Failure to comply with any request for additional information may disqualify the Consultant from further consideration. Such additional information may include evidence of financial ability to perform.

12. **Negotiations**

The Town may require potential consultants to participate in negotiations, submit revisions to pricing, technical information, and/or other items of their proposal as may result from such negotiations.

13. **Sub-contracting**

The Consultant shall act as the single principal for all services set forth in the RFP and resulting Agreement. Any sub-consultants shall be subject to the same terms and conditions as the Consultant. The Consultant shall be fully responsible for the performance and payments of any sub-consultants.

14. **Material Misstatements or Misrepresentations**

If in the course of the RFP process or in the administration of a resulting Agreement, the Town determines that the consultant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the Town, the Consultant may be terminated from further participation in the RFP process or in the event an Agreement has been awarded, the Agreement may be immediately terminated. In the event of termination under this provision, the Town is entitled to pursue any available legal remedies.

PRELIMINARY DRAFT

15. **Contractual Obligation**

After the Town selects a consultant, the contents of the submitted proposal will become a contractual obligation. The RFP and any addenda, the Consultant's proposal, and the PSA constitute the entire Agreement between the Consultant and the Town. Failure of the Consultant to agree to include all portions thereof as contractual Agreement may result in cancellation of the award.

16. **Agreement Deadline**

If an Agreement is awarded, the Consultant is required to sign and return the Agreement documents within ten (10) days of written request.

17. **Reservation of Rights**

The Town reserves the right to modify and/or suspend any and all aspects of the RFP, at its own discretion. This includes without limitation, the right to obtain further information from any consultant responding to this RFP, to waive any defect as to form or content of this RFP or any response thereto, to extend deadlines for accepting responses, to reject any and all responses to the RFP, and to choose the firm that best serves the Town's interests. Should all proposals be rejected a written notification will be sent to all consultants.

18. **Right of Action**

No individual or firm responding to this RFP shall obtain any claim or right of action against the Town by reason of any aspect of the RFP, defects or abnormalities contained in the RFP and/or the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representation, acts or omissions of the Town, the exercise of any discretion by the Town in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.

19. **Disclaimer**

This RFP does not commit the Town to continue with the procurement of the subject services nor to enter into an Agreement with any consultant. The Town makes no representation that any Agreement will be awarded. The Town may re-issue the RFP at any time for any reason at its sole discretion.

In the event of award, the Town makes no guarantee to expend any agreement amount to its maximum. Award of an Agreement may require Town Council authorization. In the event that the selected consultant is unable to perform the services for any reason or is dismissed from the project, the Town may select another consultant from this RFP solicitation.

20. **Commencement of Work**

Services under an Agreement shall commence after all required documents are on file with the Town as follows:

- Completed Vendor Application Form (if applicable).
- Completed IRS Form W-9.
- Copy of the Consultant's and Sub-Consultant's Town of Yucca Valley Business License (if applicable).
- Insurance Certificates and Endorsements as required in the PSA.
- Town Council authorization (if applicable).
- Two fully executed copies of the PSA, with original signatures.
- Executed Worker's Compensation Certificate.
- Notice to Proceed issued to the Consultant.

PRELIMINARY DRAFT

Town of Yucca Valley
Animal Shelter Operations Committee Staff Report

To: Animal Shelter Operations Committee

From:

Date: September 12, 2025

Meeting Date: September 18, 2025

Subject: Operational Review Status Update

Recommendation:
That the Committee receives and files the Operational Review Status Update and provides input and direction as desired.

Prior Review:
Ongoing status review.

Discussion:
Focused operational reviews can be helpful to confirm or correct statistics, affirm or clarify operational practices, evaluate procedures for consistency with industry best practices, consider modifications that may improve desired outcomes, and provide communication and transparency to the public.

The Town Council accepted the Operational Review and associated recommendations on June 3, 2025 and directed staff to continue or begin the implementation of the various recommended actions. Staff have been working on the recommendations and Town staff will present an update for the Committee at the September 18 Animal Shelter Committee meeting. Additional information and data review will be included in the review.

While specific recommendations are presented, meeting the Town Council's established performance factors will be a marathon, not a sprint. Successful implementation will require Town Council commitment, Animal Shelter Committee engagement and leadership, public engagement, professional collaboration, financial commitments, public education, and staff accountability.

Staff will provide an update on the responses received from the requested Peer Review of the Town's Operational Review. Based on the responses, or declination of responding, staff is evaluating the engagement of an additional third-party review. Preliminary contact has been

made with the Best Friends and Cal-Animals teams to begin the development of a preliminary scope. We anticipate this review will be supported by the newly appointed Animal Care and Control manager.

The Morongo Basin Human Society has graciously offered to join the Town shelter team for a shelter walk-thru and training opportunity. In this training event, Ms. Jordan and Dr. Petrus will be providing education and information to the shelter team. We are most grateful for the offer and opportunity to engage.

Lastly, the Town has received a number of volunteer applications. These applications have been reviewed by Human Resources and the requisite background processing is underway. We anticipate to have cleared volunteers available later this month. As staffing and leadership stabilize, the volunteer program will be able to move forward.

Alternatives

None recommended.

Fiscal Impact:

None with this item.

Attachments

1. Recommendations

REVIEW RECOMMENDATIONS

Factor – Categorized within one of five Key Performance Factors
- Community Engagement
- Regulatory Compliance
- Resource Allocation
- Best Practices Alignment
- Animal Outcomes

Recommendation – Summarized course of action
Description – Practical application of the Recommendation
Priority – Assigned priority on a scale of 1 (Highest) to 3 (Lowest)
Cost – Rough magnitude of fiscal impact on a scale of $$$ (Highest) to $ (Lowest)
Timeline – Anticipated timeline or critical path needed for implementation

Community Engagement

Factor	#	Recommendation	Description	Priority	Cost	Timeline
Community Engagement	1	Form Town Council Standing Committee	Establish Town Council Standing Committee to implement ongoing communication opportunities with the community.	1	$	Form Committee in June 2025, meeting approximately quarterly
Community Engagement	2	Review Town Volunteer Policy and Program	Ensure Town Policy adequately addresses volunteer needs and opportunities for the Yucca Valley Animal Shelter.	1	$	June /July, 2025
Community Engagement	3	Establish Volunteer Positions and recruit for those Volunteer Positions	Ensure priority volunteer positions meet the Shelter's operational needs and that the appropriate staffing and supervision structure exists for those volunteers.	1	$$	August/Sept 2025
Community Engagement	4	Establish Donor and Donor Recognition Program	Develop outreach for financial and service donors and ensure proper recognition of all donors.	2	$	Jan 2026
Community Engagement	5	Implement Spay Neuter Vaccination Clinics	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership.	2	$$$	Summer 2025
Community Engagement	6	San Bernardino County Animal Control Coordination	Encourage San Bernardino County to hold spay neuter vaccination clinics for the unincorporated Morongo Basin Area.	2	$	June 2025 and ongoing
Community Engagement	7	Maximize customer feedback on Shelter customer service levels and performance.	Modify customer service form to continually receive customer feedback on Shelter performance.	2	$	October 2025
Community Engagement	8	Review Animal Care and Control Fees for Services	Consider adjusting adoption fees for seniors, veterans, and for animals that have been at the Shelter for 60 or more days.	2	$$	Summer/Fall 2025
Community Engagement	9	Expand use of local media to market adoptable animals	Radio station and newspaper advertisements encouraging adoption of Shelter animals.	1	$$$	May 2025 and ongoing

Regulatory Compliance

Factor	#	Recommendation	Description	Priority	Cost	Timeline
Regulatory Compliance	1	**Implement state mandated holding periods**	Ensure compliance with mandatory holding periods for known owned and non owned animals.	1	$	Immediate and ongoing
Regulatory Compliance	2	**Make animals available for public adoption pursuant to California law.**	Ensure compliance with State laws for defining adoptable animal including Food and AG Code 17005 and Penal Code 599d.	1	$	Immediate and ongoing
Regulatory Compliance	3	**Use all resources available to contact owners of shelter animals with owner identification.**	Ensure compliance with state law in all efforts to contact known animal owners.	1	$	Immediate and ongoing
Regulatory Compliance	4	**Local regulation review**	Evaluate local regulations for potential modifications that will support Shelter operations and Key Performance Factors.	3	$	FY 2025-26

Resource Allocation

Factor	#	Recommendation	Description	Priority	Cost	Timeline
Resource Allocation	1	**Amend FY 2025-26 Budget to address staffing needs identified through the 90 Day Operational Review**	Make recommendations to the Town Council for necessary funds to implement programmatic changes.	1	$$$	June - Aug 2025
Resource Allocation	2	**Review staffing levels 6 to 9 months following implementation.**	To consider further staffing modifications if necessary.	1	$$	Jan thru June 2026
Resource Allocation	3	**Amend FY 2025-26 Budget to address operational needs identified through the Review**	Volunteers Program, Foster Program, Spay Neuter Vaccination Clinics, Software Purchase, training and implementation.	1	$$$	June - Aug 2025
Resource Allocation	4	**Amend FY 2025-26 Budget to address local and social media needs**	Expand use of local and social media to increase live outcome rates.	1	$$	Immediate and ongoing
Resource Allocation	5	**Consider future budget amendments if necessary to implement further operational change**	Monitor data and statistics in evaluating modified program implementation and effectiveness.	3	$$	Jan thru June 2026
Resource Allocation	6	**Consider expanding operational hours for public access to the Shelter**	Evaluate an expansion of the operating hours for public access to the Shelter based on visitation data, resident surveys, best practices, and fiscal resource requirements.	2	$$$	FY 2026-28

Best Practices

Factor	#	Recommendation	Description	Priority	Cost	Timeline
Best Practices Alignment	1	**Review, purchase and initiate new field and shelter software**	Implement modern data systems for shelter management and public information.	1	$$	June through Dec 2025
Best Practices Alignment	2	**Ensure daily online information for all animals at the Yucca Valley Animal Shelter**	Implement modern data systems that provide information on public adoptable, lost, and non public adoptable animals that is updated daily.	1	$	Jan 2026
Best Practices Alignment	3	**Establish and implement Foster Program that function as an extension of the Shelter.**	Implement foster programs that function as an extension of shelter services where animals may even be adopted directly from fosters.	1	$$	Jan 2026
Best Practices Alignment	4	**Establish and implement Volunteer Program.**	Ensure priority volunteer positions meet the Shelter's operational needs and that the appropriate staffing and supervision structure exists for those volunteers.	1	$	August - September 2025
Best Practices Alignment	5	**Provide professional training opportunities for Shelter staff**	Ensure necessary certifications and professional animal shelter and control training for staff.	1	$	Ongoing
Best Practices Alignment	6	**Implement Spay Neuter Vaccination Clinics**	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership.	2	$$$	Ongoing

Animal Outcomes

Factor	#	Recommendation	Description	Priority	Cost	Timeline
Animal Outcomes	1	**Maximize Animal Adoption Rates**	Use all available tools including adoption fees, foster programs, community education, and special adoption events to maximize adoption rates.	1	$$	June 2025 and ongoing
Animal Outcomes	2	**Minimize Animal Euthanasia Rates**	Use all available tools to transition animals from the shelter to forever homes through adoption, return to owner, transfer to rescue and other shelters, and through education and outreach to the community.	1	$$$	June 2025 and ongoing
Animal Outcomes	3	**Maximize Rescue Group Outreach, Coordination and Adoption.**	Ensure ongoing outreach to add animal rescue organizations to the Town's approved list, and distribute data daily on available rescue group animals	1	$$	June 2025 and ongoing
Animal Outcomes	4	**Maximize Spay Neuter Clinics for Town Residents**	Sponsor and coordinate spay neuter chip events throughout the year to support public education and responsible animal ownership	1	$$$	Summer 2025
Animal Outcomes	5	**Encourage and Coordinate County Animal Control Spay Neuter Clinics in the Unincorporated County Area**	Encourage San Bernardino County to hold spay neuter vaccination clinics for the unincorporated Morongo Basin Area.	1	$	Summer 2025
Animal Outcomes	6	**Maximize Return to owner efforts where possible.**	Through compliance with state law and maximizing use of shelter population data, use social media to maximize availability of lost and owned pets to be returned to their owners. Coordination with other social media resources	1	$	June through December 2025.
Animal Outcomes	7	**Public Education**	Evaluate best practices for public education programs and initiatives to highlight responsible pet ownership, pitfalls of illegal breeding, importance of spay/neuter programs and similar campaigns.	1	$$	Oct - Dec 2025