

# TOWN OF FAIRFAX STAFF REPORT

**TO:** Mayor, Members of the Town Council      **DATE:** November 3, 2010

**FROM:** Michael Rock, Town Manager   
Judy Anderson, Town Clerk

**SUBJECT:** Approval of amendment to contract with Marin Humane Society to forgo the scheduled 4% increase for fiscal year 2010-2011, to extend the current contract to June 30, 2012, and to provide a two percent contract increase in FY 2011-2012

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## Recommendation

Motion to approve the amendment to the contract with Marin Humane Society to forgo the scheduled 4% increase for fiscal year 2010-2011, to extend the current contract to June 30, 2012, and to provide a two percent contract increase in FY 2011-2012

## Discussion

Approval of this amendment to the contract will save the Town \$2,840 in the current fiscal year and will reduce the increase to 2% rather than 4% (\$1,420) for 2011-2012.

## Fiscal Impact

See "Discussion" above

## Attachments

Letter and proposed contract changes

AGENDA ITEM # 17

COUNTY OF MARIN  
OFFICE OF THE ADMINISTRATOR

3501 CIVIC CENTER DRIVE, SUITE 325, SAN RAFAEL, CA 94903

415/499-6358 - FAX 415/507-4104

Matthew H. Hymel  
County Administrator

October 5, 2010

Board of Supervisors  
County of Marin  
Room 329, Civic Center  
San Rafael, CA 94903

Mona Miyasato  
Chief Assistant  
County Administrator

**SUBJECT:** Amendment to Current Agreement with the Marin Humane Society for Animal Control Services

Dear Board Members:

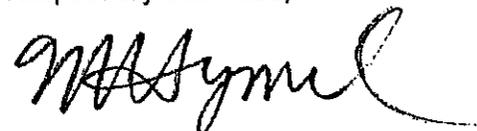
**RECOMMENDATION:** Authorize President to execute a contract amendment with the Marin Humane Society which 1) forgoes the scheduled the FY 2010-11 four percent increase 2) extends the current contract to June 30, 2012 and 3) provides a two percent contract increase in FY 2011-12.

**SUMMARY:** Marin County and all of Marin's cities and towns provide animal control services through a joint powers agency (JPA). Marin County contracts with the Marin Humane Society to provide animal control services on behalf of the JPA. The cost of services is shared: 30% by the County and 70% apportioned between the cities and towns. FY 2010-11 is the third year of the current agreement and, if unchanged, expires on June 30, 2011.

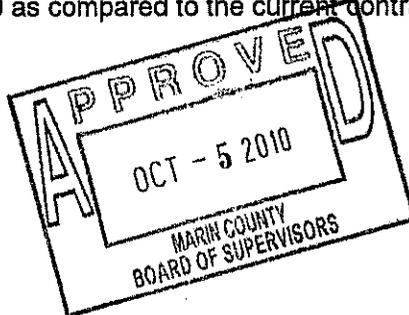
The Marin Humane Society has agreed to forego the scheduled FY 2010-11 contract increase of 4%, to extend the current contract agreement by one year and to receive a 2% increase in FY 2011-12. The JPA negotiation team, which included representatives from the County Administrator's Office, the City of San Rafael, the City of Novato and the City of Belvedere has presented this change to the City and Town Managers, and they are in agreement with its provisions. Additionally, the JPA and the Humane Society will meet to aggressively explore reduction options prior to the expiration of the next contract.

**FISCAL IMPACT:** The proposed amendment would result in a net savings over the next two years of approximately \$182,000. Savings will be shared according to the contribution formula. Therefore, the County would save approximately \$54,600 as compared to the current contract.

Respectfully submitted,



Matthew H. Hymel  
County Administrator



MHH/lcd

Attachment

cc: City/Town Managers  
Marin Humane Society

CA-2c



**FIRST ADDENDUM TO AGREEMENT  
BY AND BETWEEN THE  
COUNTY OF MARIN AND MARIN HUMANE SOCIETY**

THIS FIRST ADDENDUM is made and entered into on October 5 2010, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and MARIN HUMANE SOCIETY (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for Animal Control Services dated May 13, 2008 ("Agreement"); and

WHEREAS, Sections A.2. Time Services Rendered and A.5.1. Payment to the agreement obligated Contractor to; to provide Animal Control services and facilities to the Cities/Towns and unincorporated areas throughout Marin County from July 1, 2008 through June 30th, 2011

and

WHEREAS, the parties desire to amend the agreement to waive the FY 2010-11 contract increase; extend the term through to June 30, 2012 with a contract increase not to exceed two percent.

NOW, THEREFORE, the parties agree to modify A.2 and A.5.1 as set forth below.

A.2. TIME SERVICES RENDERED  
Services to be provided from July 1, 2008 through June 30, 2012.

A.5. PAYMENT

COUNTY shall pay CONTRACTOR as follows:

1. Contract Payments:
  - a.) For Fiscal Year 2008-09 commencing on July 1, 2008 (5.5% increase from Fiscal Year 07-08) through June 30, 2009 = \$2,903,621
  - b.) For Fiscal Year 2009-10 commencing on July 1, 2009 (4.5% increase from Fiscal Year 08-09) through June 30, 2010 = \$3,034,284
  - c.) For Fiscal Year 2010-11 commencing on July 1, 2010 (0.0% increase from Fiscal Year 09-10) through June 30, 2011 = \$3,034,284
  - d.) For Fiscal Year 2011-12 commencing on July 1, 2011 (2.0% increase from Fiscal Year 10-11) through June 30, 2012 = 3,094,970

Total Payments Not To Exceed: \$12,067,159

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. x Updated Certificate of Insurance(s) attached hereto.

10/5/10  
CAF 200

IN WITNESS WHEREOF, the parties hereto have executed this **FIRST** Addendum on the day first written above.

CONTRACTOR:

By: *Stephanie Golt*  
*Executive Director*

COUNTY OF MARIN:  
*Judy Arnold*  
*Judy Arnold*  
**President, Board of Supervisors**

COUNTY COUNSEL REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)*

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

\_\_\_\_\_  
County Counsel

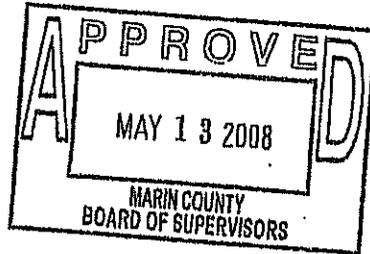
COUNTY OF MARIN  
OFFICE OF THE ADMINISTRATOR

3501 CIVIC CENTER DRIVE, SUITE 325, SAN RAFAEL, CA 94903

415/499-6358 - FAX 415/507-4104

Matthew H. Hymel  
County Administrator

May 13, 2008



Board of Supervisors  
County of Marin  
Room 329, Civic Center  
San Rafael, CA 94903

**SUBJECT:** Agreement for Animal Control Services

Dear Board Members:

**RECOMMENDATION:** Authorize President to execute three-year agreement with the Marin Humane Society, in the total amount of \$9,093,559, to provide animal control services to the County and City/Town members of the Joint Powers Agency.

**SUMMARY:** Marin County and all of Marin's cities and towns provide animal control services through a joint powers agency (JPA). The cost of services is shared: 30% by the County and 70% apportioned between the cities and towns. Marin County contracts with the Marin Humane Society to provide animal control services on behalf of the JPA. The current three-year agreement expires on June 30, 2008.

The JPA negotiation team included representatives from the County Administrator's Office, the City of San Rafael, the City of Novato and the Town of Belvedere. The proposed Agreement is for an additional three years at an average annual increase of 4.7% per year. The Agreement has been reviewed by the City and Town Managers, and they are in agreement with its provisions.

**FISCAL IMPACT:** The proposed three-year agreement pays the Marin Humane Society \$9,093,559 which is partially offset by fee revenue. The annual amounts will be as follows:

CA.26

<u>Year:</u>	<u>Amount:</u>	<u>Increase:</u>
FY 2008-09	\$ 2,903,621	+ 5.5%
FY 2009-10	\$ 3,034,284	+ 4.5%
FY 2010-11	\$ 3,155,655	+ 4.0%

Funds are available in the FY 2008-09 proposed budget to cover the county's share of these costs.

REVIEWED BY:     Auditor-Controller    Not Applicable   
                    County Counsel            Not Applicable   
                    Human Resources        Not Applicable

Respectfully submitted,

  
 Matthew H. Hymel  
 County Administrator

MHH/ber  
 Attachment

cc: City/Town Managers  
 Marin Humane Society

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of MAY 2008, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and MARIN HUMANE SOCIETY (hereinafter referred to as "CONTRACTOR")

WITNESSETH:

In consideration of the mutual promises set out below CONTRACTOR and COUNTY agree as follows:

1. (A) The services to be performed, (B) the time within which said services are to be performed, (C) the amount of compensation and (D) the schedule for payment of such compensation shall be as specified in Exhibit "A", attached hereto and by this reference incorporated herein.
2. ADDITIONAL PROVISIONS. Those additional provisions unique to this Agreement are set forth in Exhibit "B".
3. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
4. DESIGNATED REPRESENTATIVES. The County Administrator is the representative of the COUNTY and will administer this Agreement for the COUNTY. The Marin Humane Society's Executive Director or Board President is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.
5. EXHIBITS. All Exhibits referred to herein are attached hereto and by this reference incorporated herein. Exhibits include:  
 Exhibit "A" - Services and Payment  
 Exhibit "B" - Additional Provisions  
 Exhibit "C" - General Provisions
6. AGREEMENT DATE. The Agreement Date is MAY 13<sup>th</sup>, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

COUNTY OF MARIN ("COUNTY")

MARIN HUMANE SOCIETY ("CONTRACTOR")

By: Charles McGlashan

Marin Humane Society

Charles McGlashan  
President, Board of Supervisors

Executive Director or Board President

Approved as to Form:

[Signature]  
Marin County Counsel

5-13-2008  
CA-26

EXHIBIT "A"

A.1. SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR'S duties include the following:

CONTRACTOR shall provide to COUNTY and the Cities/Towns party to the Joint Powers Agreement, dated 5/22/79 and modified on 12/4/80, the following services and facilities:

1. Animal Control Authorities:

CONTRACTOR shall provide field enforcement and shelter services in accordance with the terms and conditions of this Agreement and pursuant to the provisions of chapter 8.04 through Chapter 8.12 of the Marin County Code, similar provisions of ordinances of joint powers authority members and all provisions of law relating to animal abuse and animal control and shelter services of the State of California. Such enforcement specifically includes authority to appoint animal control officers pursuant to provisions of County Code and State law, powers of arrest, obligation to carry out all lawful orders of the Marin County Health officer in the performance of duties specified in sections 2606.0, 2606.2, 2606.4 and 2612.1, Title 17, California Administrative Code, and obligation to provide adequate instruction, training and supervision of all animal control officers.

2. Licensing of Dogs:

CONTRACTOR shall be responsible for dog licensing, and will work to maximize compliance through use of computerized records, rabies reports from veterinarians, and coordination of license sales at the shelter and at off-shelter locations. CONTRACTOR will provide for enforcement of the dog licensing provisions of the Marin County Code and similar provisions of ordinances of joint powers authority members, including the ordering and sale of licenses and tags. CONTRACTOR shall not release any impounded dog to its guardian unless it is licensed as required by law. CONTRACTOR shall maintain and make available to COUNTY a record of all licenses sold and fees collected. License records shall be available to the members of the Animal Control JPA at the COUNTY'S request.

3. Contract Animal Control Services:

a.) CONTRACTOR shall provide for a minimum of 32 animal control officer staff hours covering the County during each 24-hour period, five (5) days per week. Weekends and major holidays will be covered by 24 animal control officer staff hours during each 24-hour period on Saturdays and Sundays.

b.) CONTRACTOR shall pick up dead wildlife, excluding marine mammals, seven (7) days a week, on public property at no fee to the County and Cities/Towns, and on private property subject to the fee adopted by the County.

c.) CONTRACTOR shall enforce the provisions of dangerous animals codes pursuant to the ordinances, assist the office of Mediation Services and the Office of the District Attorney for resolution and/or prosecution of alleged violations.

d.) CONTRACTOR shall act as agents for the County Health Department for the purposes of quarantine of biting animals and the enforcement of State Codes and County guidelines relating to rabies control, including State mandated rabies clinics.

e.) CONTRACTOR shall conduct Patrols for Stray Dogs in all areas of the County and Cities/Towns on an on-going basis for the purpose of enforcing leash and control laws where in effect. Patrol time to be a minimum average of 100 hours per month (1200) hours per year.

f.) CONTRACTOR shall establish equipment and procedures to receive and respond to, as required, all animal-related calls countywide, 24 hours a day, seven days a week.

g.) CONTRACTOR shall pick up stray dogs and confined cats; and impound animals, or return home and issue citations.

h.) CONTRACTOR shall administer licensing program including ordering tags, developing paperwork, sales site, sponsor rabies clinics, data processing, mailing, renewals, problem solving and enforcement.

i.) CONTRACTOR shall administer a licensing enforcement program that includes conducting one license amnesty effort per contract year, and other efforts that may be mutually agreed upon.

j.) CONTRACTOR shall investigate complaints, including those regarding potentially dangerous or vicious animals.

k.) CONTRACTOR shall investigate livestock depredation and wildlife harassment.

l.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, all Commercial Animal Establishments and Exhibits.

m.) CONTRACTOR shall inspect and permit, subject to County ordinance provisions, applications for Animal Hobbyist and Ranch Dog Permits.

n.) CONTRACTOR shall pick up and relocate or euthanize trapped wild animals.

o.) CONTRACTOR shall euthanize or transport all injured wildlife to a rehabilitation facility.

p.) CONTRACTOR shall provide joint powers authority impoundment services to include receiving unwanted animals, the impounding, housing, redemption, treatment, euthanasia, and disposal of animals. CONTRACTOR shall shelter and care for all stray and unwanted animals 24-hours a day, seven (7) days a week. CONTRACTOR shall provide to members of the Animal Control JPA the State-mandated programs in effect at the time of this Agreement. For the purposes of this Agreement, animals held beyond the time frames as outlined by State law, County or City/Town ordinance, and legitimate animal control purposes, shall be the financial responsibility of CONTRACTOR.

CONTRACTOR shall also maintain records of the new mandated services sufficient to allow COUNTY, on behalf of the joint powers authorities, to make a claim for the new State mandated costs. These records shall document added costs for personnel, supplies and professional services for Chapters 747 and 752 separately. Documented costs shall include services previously performed voluntarily, but now mandated by Chapters 747 and 752.

CONTRACTOR shall also cooperate fully with COUNTY and Cities/Towns to facilitate the claiming of the State mandated costs.

q.) CONTRACTOR shall treat all animals that can "reasonably" be rehabilitated, and euthanize all untreatable animals.

r.) CONTRACTOR shall dispose of dead animals by cremation or rendering.

s.) CONTRACTOR shall maintain records and conduct searches for the purposes of reuniting lost pets with their owners.

t.) CONTRACTOR shall redeem stray animals and collect all fees.

u.) CONTRACTOR shall sterilize all cats and dogs prior to placement.

v.) CONTRACTOR shall provide County with monthly animal activity and service call statistics/reports.

w.) CONTRACTOR shall respond to citizen complaints about animal control services.

x.) CONTRACTOR shall be designated by County Office of Emergency Services as the lead agency to provide animal services during declared disasters for Marin County and all JPA Cities/Towns.

y.) CONTRACTOR shall provide for administrative hearings pursuant to Penal Code Section 597.1.

z.) CONTRACTOR shall provide requested animal rescue services.

aa.) CONTRACTOR shall respond to calls within eight (8) hours from receipt of call, and in general order of priority as follows:

- i. Non-aggressive running dogs at large on school grounds.
- ii. Trapped animals (in humane traps).
- iii. Confined animals.

bb.) CONTRACTOR shall respond to calls within twenty-four (24) hours:

- i. Owner surrendered animals subject to County adopted fee.
- ii. Pick up dead animals subject to County adopted fee, when applicable.
- iii. Respond to animal bite reports.
- iv. Complaint patrols focused on specific neighborhood problem areas that have generated citizen complaints. Patrols to be conducted for at least thirty (30) days from the date of the complaint, with a minimum of three(3) patrols per month in each complaint area.

cc.) CONTRACTOR shall respond to calls within forty-eight (48) hours to:

- i. Pick up dead animals, excluding marine mammals, in Coastal Marin subject to County adopted fee when applicable.
- ii. Pick up dead wildlife in Coastal Marin.

dd.) CONTRACTOR shall prepare and propose administrative regulations for adoption:

CONTRACTOR shall propose administrative regulation for adoption to the County and the Cities and Towns who are participants in the Joint Powers Agreement regarding Animal Services. Additional proposed administrative regulations shall be timely submitted by CONTRACTOR to governmental entities for adoption or ratification as new procedures and practices are developed furthering the enforcement activities undertaken on behalf of County or City/Town ordinances and State law.

The above roster of services is not intended to be exhaustive or exclude performance of any additional services expressly described in or otherwise necessary or implied by the regulatory scheme set forth in the Marin County Code.

4. Contractor Priorities.

CONTRACTOR shall respond, as CONTRACTOR'S highest priority, to all emergency calls. For the purpose of this subsection, "emergency call" means:

- a.) Animals/situations endangering human life or safety in conjunction with the appropriate law enforcement agency or agencies.
- b.) Sick or injured animals.
- c.) Situations threatening animal life or safety.
- d.) Requests by law enforcement agencies.
- e.) Protective custody requests.

5. State Mandated Injured Animal Programs:

CONTRACTOR will administer the State-mandated County sick and injured animal program which is funded independent of this Agreement, and provide a monthly accounting by jurisdiction for purposes of billing the joint powers authority members.

6. Fee Collection Services:

Upon redemption of an animal by its owner, CONTRACTOR shall collect all impound, board, license, trailering, herding, permit, veterinarian fees and any other contract related fees as assessed by County or City/Town ordinance and State law.

7. Maintenance of Records:

CONTRACTOR shall maintain records of each impounded animal, including a description of the animal, date of receipt, manner of disposal, and fees or charges paid. These records shall be available to JPA agencies by request of the County.

8. Identification of Dead Pets:

CONTRACTOR shall hold the remains of any dead pets with identification for up to 24-hours.

9. New State Mandates:

CONTRACTOR will participate in good faith negotiations to implement new state animal control mandated programs enacted during the time of this Agreement.

10. Discontinued State Mandated Animal Control Services:

CONTRACTOR will participate in good faith negotiations to eliminate any programs mandated by California State law at the time of this Agreement when so requested to do so by the County.

A.2. TIME SERVICES RENDERED

Services will be provided from July 1, 2008 through June 30, 2011.

A.3. MANNER SERVICES ARE TO BE PERFORMED

CONTRACTOR, (including CONTRACTOR'S agents, servants and employees) is not an agent or employee of the County of Marin, or any of the members of the Animal Control Joint Powers Authority which include the following cities: Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael, Sausalito, and Tiburon, but an independent contractor solely responsible for its acts, and this Agreement shall not be construed as an agreement for employment.

A.4. RESPONSIBILITIES OF THE COUNTY

1. Uniform Ordinance and Citation Authority:

COUNTY will encourage members of the Animal Control Joint Powers Authority to comply with the requirements of the joint powers authority to establish uniform animal control ordinances and citation authority in the incorporated city/towns and unincorporated areas.

2. Dispatching Services:

COUNTY shall provide dispatching services for CONTRACTOR through the Communications Division of the Sheriff's Department. Normal charges associated with this service will be waived. CONTRACTOR shall acquire the equipment necessary to participate in the Marin Emergency Radio Authority's (MERA) radio system without additional cost to the County for the term of this Agreement.

3. Duties of Health Officer:

Under Sections 2606.0, 2606.2, 2606.4, and 2612.1, Title 17, of the California Administrative Code, the Health Officer is required to provide a program of rabies control, including receiving reports of animal bites, isolation (quarantine) of rabid or suspected rabid animals, isolation (quarantine) of biting animals, laboratory examination of certain animals for rabies, quarantine of wounded animals that have been bitten by (or have had contact with) a known or suspected rabid animal, establish quarantine areas, and administration and enforcement of Section 121690, California Health and Safety Code. Section 121690 deals with licensing and vaccination procedures for dogs. Inasmuch as this Agreement provides that many aspects of investigation and enforcement shall be carried out by animal control officers employed by CONTRACTOR, the Health Officer shall provide written protocols and procedures to be followed by CONTRACTOR in carrying out activities related to rabies control.

4. Rabies Control:

The County Health Officer shall provide to CONTRACTOR by March 1 of each year of this Agreement, updated written rabies guidelines relating to enforcement of rabies quarantine procedures that accurately reflect current Health Department practices.

A.5. PAYMENT

COUNTY shall pay CONTRACTOR as follows:

1. Contract Payments:

- a.) For Fiscal Year 2008-09 commencing on July 1, 2008 (5.5% increase from Fiscal Year 07-08) through June 30, 2009 = \$2,903,621
- b.) For Fiscal Year 2009-10 commencing on July 1, 2009 (4.5% increase from Fiscal Year 08-09) through June 30, 2010 = \$3,034,284
- c.) For Fiscal Year 2010-11 commencing on July 1, 2010 (4.0% increase from Fiscal Year 09-10) through June 30, 2011 = \$3,155,655

Total Payments Not To Exceed: \$9,093,560

2. Method of Payment and Agreed Per Diem.

COUNTY shall pay to CONTRACTOR 1/12 of the total annual contract amount, as specified in Section A.5, 1. a.) (through c.) in 12 equal installments by the first day of each month. For purposes of determining amounts due if this Agreement is terminated before June 30, 2011, a per diem amount shall be established by dividing the total annual contract payment by 365 days.

3. Payment of Fees to County.

All impoundment, board, licensing, trailering herding, Dead on Arrival (DOA) pickups, quarantine and permit fees will be remitted by CONTRACTOR to the County Administrator no later than the 20<sup>th</sup> of the month following collection.

4. Use of Contract Revenues.

CONTRACTOR agrees that all funds paid by COUNTY pursuant to this Agreement will be used only to fulfill the terms of the contract.

5. Annual Audit.

An independent audit, by a Certified Public Accountant, will be supplied annually at no additional cost to the County.

EXHIBIT "B"

ADDITIONAL PROVISIONS

1. Independent Contractor Status

It is specifically understood and agreed that CONTRACTOR is an independent contractor and is not subject to the direction and control of COUNTY, or any of the member Cities or Towns of the Joint Powers Agreement (herein after referred to as "governmental entities") except as to the final result. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. CONTRACTOR may seek clarification from the COUNTY or affected local agency regarding the enforcement of the County, City and Town ordinances. CONTRACTOR or its sureties shall not employ legal counsel in connection with CONTRACTOR'S obligation to indemnify and defend the governmental entities that may have interests or clients with interests that are adverse to those of the governmental entities. Legal counsel charged with defending the interests of any of the Cities and/or the COUNTY in litigation associated with the performance of services under this Agreement shall, prior to representation, audit its records of existing or past clients to ascertain whether there is a legal conflict of interest. Should either party identify a potential conflict of interest, counsel shall either secure the necessary waivers, or, if a waiver from all affected parties cannot be secured, counsel charged with the defense of the Cities/Towns and/or the County shall excuse themselves and the Humane Society shall promptly secure new legal counsel who is free from a conflict of interest.

2. Extension of Service

CONTRACTOR and COUNTY (on behalf of the Joint Powers Authority) agree to hold good faith negotiations to extend the Marin Humane Society's provision of Animal Control Services following the expiration of this Agreement. If notice of termination is given as described in section 12 and extends the services beyond the original termination date of the contract, then San Francisco Bay Area CPI-U, as determined by the Department of Labor, Bureau of Labor Statistics will be used to determine the cost of the extended contract.

## EXHIBIT "C"

### GENERAL PROVISIONS

1. Acceptance by COUNTY of the work performed under this Agreement does not operate as a release of said CONTRACTOR from responsibility for the work performed. CONTRACTOR understands and agrees that the scope of the work to be performed under this Agreement can and shall be performed in a manner compatible with the standards of contractor's occupation or profession.

2. It is expressly understood that in the performances of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the COUNTY. This Agreement shall not be construed as an agreement for employment. CONTRACTOR shall be solely liable and responsible to pay all required taxes and other obligations, including but not limited to, withholding and Social Security.

3. CONTRACTOR shall provide COUNTY with timely advice of all significant developments arising during performance of its services hereunder, orally or in writing, as COUNTY deems appropriate. COUNTY'S standing request is for notification as soon as possible. If initial communications are made orally, COUNTY requests a confirming letter or e-mail thereafter.

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. It is recognized by the parties hereto that a substantial inducement to COUNTY for entering into this Agreement was and is the reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without prior written approval of COUNTY and this Agreement contemplates the services of CONTRACTOR as the primary provider of the services called for to be performed. Except as otherwise provided in this section, CONTRACTOR shall, with the exception of veterinary services, disposal services and disaster mutual aid, not subcontract any portion of the performance contemplated and provided for herein without prior written approval of COUNTY. Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "Secondary Parties"), shall comply with each term and condition of this Agreement. Furthermore, CONTRACTOR shall be responsible for the Secondary Parties acts and satisfactory performance of the terms and conditions of this Agreement.

5. CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to all work under this Agreement in accordance with accepted professional practice and accounting procedures for a minimum period of 7 years after the end of each contract year. COUNTY, or any of its duly authorized representatives, shall have access to such books, records, documents (including electronically formatted materials), and other evidence for purposes of inspection, audit and copying, and compliance with COUNTY'S governmental obligations.

6. Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR or its subcontractor shall acquire and maintain during the term of this Agreement, insurance coverage, through and with an insurer acceptable to COUNTY, naming the COUNTY, any related agency governed by the Board of Supervisors and any of the member Cities or Towns of the Joint Powers Agreement or for whom the services under the contract are being provided, and COUNTY'S, or related agency's, officials, employees, and volunteers as additional insureds, (hereinafter referred to as "the insurance"). The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

(a.) Said policies shall be in effect for the duration of this Agreement and shall provide that they may not be canceled without first providing COUNTY with thirty (30) days written notice of such intended cancellation. If CONTRACTOR fails to maintain the insurance provided herein, COUNTY may secure such insurance and deduct the cost thereof from any funds owing to CONTRACTOR.

(b.) Minimum Scope of Insurance. CONTRACTOR shall procure insurance covering general liability, automobile liability, and worker's compensation. Coverage shall be at least as broad as:

- (i) Insurance Services Office (ISO) Commercial General Liability Occurrence form number CG 0001 or equivalent ISO Form. A non-ISO form must be reviewed by the COUNTY prior to acceptance of the Agreement.
- (ii) Except as otherwise provided in (a)(ii)(bb) Insurance Services Office form number CA 0001 or equivalent ISO form covering Automobile Liability, Code 1 "any auto" and Endorsement CA 0029.
- (iii) Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

- (c.) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
- (i) General Liability and Vehicle Liability Coverages. The COUNTY and the public entity awarding the contract if other than the COUNTY, and their officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; or vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officials, employees or volunteers. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officials, employees and volunteers and any other insureds under this contract. Any insurance or self-insurance maintained by the COUNTY, its officials, employees and volunteers or other insureds, shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officials, employees and volunteers or other insureds under this contract. Coverage shall state that the CONTRACTOR'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.
  - (ii) Worker's Compensation and Employers Liability Coverage. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the COUNTY.
- (d.) Acceptability of Insurers. Liability insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII if admitted. A non-admitted insurer shall have a Best's rating of no less than A-X.
- (e.) Minimum Limits of Insurance. CONTRACTOR shall maintain limits no less than:
- (i) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a general aggregate limit of \$5,000,000.
  - (ii) Vehicle Liability: Subject to the option and Agreement of the COUNTY either: (aa) \$1,000,000 combined single limit per accident for bodily injury or property damage or; (bb) Personal Automobile liability coverage of \$500,000 bodily injury and property damage.
  - (iii) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (f.) In addition to the above policies, if CONTRACTOR is to hire a subcontractor directly related to the provision of services under this Agreement, CONTRACTOR shall require subcontractor to provide reasonable insurance in addition to the coverage required under this Agreement, and shall require subcontractor to name CONTRACTOR as additional insured under its Agreement. Certificates of insurance and original endorsements providing such coverage shall be provided to COUNTY under Paragraph 6 (h) of this Agreement.
- (g.) Deductibles and Self-Insured retentions. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officials and employees; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (h.) Verification of Coverage. CONTRACTOR shall furnish the COUNTY with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the COUNTY or on forms received and approved by the COUNTY before work commences. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (i.) CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance and endorsement(s) to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that thirty (30) days, or as soon as practical, prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- (j.) CONTRACTORS failure to maintain the insurance coverage required by this Agreement shall be a material breach of contract for the purposes of paragraph 12 (b.).

7. CONTRACTOR shall effectively protect and guard COUNTY or its related agencies and its officers, employees and volunteers, and all City/Town members of the Animal Control JPA (hereinafter collectively referred to as "COUNTY"), from any liability, including, but not limited to, damages, costs, expenses, attorney's fees, experts' fees, and witness costs that may be asserted or incurred by any person or entity, including the CONTRACTOR, third parties and/or the above referenced indemnitees (i.e. "COUNTY"), arising out of or in connection with CONTRACTOR'S performance hereunder, whether or not there is concurrent passive negligence on the part of the above-referenced indemnitees. CONTRACTOR shall indemnify, defend, and hold COUNTY harmless from any and all claims, suits, actions, costs, and liability, attorneys' fees, experts' fees, witness costs ensuing arising out of or in connection with: (i) the activities of CONTRACTOR in performing any work addressed in this Agreement, (ii) CONTRACTOR'S performance or non-performance under this Agreement, (iii) CONTRACTOR'S breaches of this Agreement, (iv) the COUNTY'S approval of this Agreement (except for any claims CONTRACTOR may have against the COUNTY for COUNTY'S breach of this Agreement), (v) the COUNTY'S compliance or non-compliance with any law applicable to the approval, processing and implementation of this Agreement and (vi) CONTRACTOR'S violation of any law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the COUNTY and notwithstanding any limitation on the amount or type of damages or compensation payable by or for CONTRACTOR under worker's compensation, disability, or other employee benefit acts, the acceptance of insurance certificates required under this Agreement, or the terms, applicability, or limitations of any insurance held by CONTRACTOR. COUNTY shall not be responsible for any of the actions or inactions of CONTRACTOR pursuant to this Agreement.
8. CONTRACTOR shall maintain appropriate licenses throughout the life of this Agreement. CONTRACTOR shall also obtain any and all permits which might be required by the work to be performed herein.
9. CONTRACTOR and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.
10. If litigation or administrative hearings ensue which pertain to the subject matter of CONTRACTOR'S services hereunder, CONTRACTOR upon request agrees to testify.
11. CONTRACTOR warrants and covenants that CONTRACTOR presently has no interest in, nor shall any interest be hereinafter acquired in any matter which will render the services required under the provisions of this Agreement, a violation of any applicable state, local or federal law. CONTRACTOR further warrants that no officer or employee of the COUNTY has influenced or participated in a decision to award this contract which has or may confer on CONTRACTOR a benefit in which such employee or officer may have an interest, pecuniary or otherwise. In the event that any conflict of interest or violation of this section should nevertheless hereafter arise, CONTRACTOR shall promptly notify COUNTY of the existence of such conflict of interest or violation so that the COUNTY may determine whether to terminate this Agreement.
12. COUNTY or CONTRACTOR shall have the right to terminate this service at any time during the life of the contract by giving a two-year notice in writing of such termination to the other party. In the event either party gives notice of termination:
- (a.) CONTRACTOR shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols computer files, or combinations thereof.
- (b.) COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement and as determined by the per diem amounts specified in Section A.5.B.; provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as, in the judgment of the COUNTY, is necessary to determine the reasonable value of the services rendered by CONTRACTOR.
- (c.) In the event CONTRACTOR exercises the right to terminate, the two year termination notice provision shall supersede the normal termination date of this Agreement. If the two year termination provision cannot be accommodated within the time period remaining under the Agreement, the parties agree that the term of this Agreement shall be extended until the end of the two year termination notice period. During that extended period of time, all the terms of the Agreement not in conflict with the extension of the Agreement shall remain unchanged, in full force and effect. The cost of the extended contract will be adjusted annually based upon the San Francisco Bay Area CPI-U.
13. This Agreement, together with its specific references, exhibits and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.
14. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

15. If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

17. In any action at law or in equity, including an action for declaratory relief, brought to enforce or interpret provisions of this Agreement, each party shall bear its own costs, including attorney's fees.

18. Unless otherwise expressly waived in writing by the parties hereto, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the COUNTY of Marin, State of California. This Agreement and all matters relating to it shall be governed by the law of the State of California.

19. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

20. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

21. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within thirty (30) days of the date of notice, then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

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

22. This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

23. COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

24. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

25. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to included terms and as a complete and exclusive statement of the terms of the contract, pursuant to Code of Civil Procedure section 1856. No modification of this contract shall be effective unless and until such modification is evidenced by a writing signed by the authorized representatives of the parties hereto.

If to COUNTY:

Office of County Administrator  
County of Marin  
3501 Civic Center Drive, Room 325  
San Rafael, CA 94903

If to CONTRACTOR:

Marin Humane Society  
Neil Trent, Executive Director  
171 Bel Marin Keys Blvd.  
Novato, CA 94949

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/25/2007

**PRODUCER**  
Commercial Lines ... 707-769-2800  
ABD Insurance & Financial Services  
1039 A N. McDowell Blvd  
Petaluma, CA 94954

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Marin Humane Society  
171 Bel Marin Keys Blvd.  
  
Novato CA 94949

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American Insurance Co of NY	22136
INSURER B: Great American Alliance Insurance Co	26832
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC5154378	7/1/07	7/1/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Per occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CAP5154379	7/1/07	7/1/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB5154380	7/1/07	7/1/08	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
						WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The County and any related agency governed by the Board of Supervisors which is letting the contract or for whom the services under the contract are being provided, and officials, employees and volunteers are included as additional insured under the general liability per the attached endorsement CG8224 12/01.

### CERTIFICATE HOLDER

County of Marin  
Marin Civic Center- #325  
San Rafael, CA 94903

### CANCELLATION Ten Day Notice for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Ann Callahan*



**GREAT AMERICAN**  
INSURANCE GROUP

Administrative Offices  
880 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-389-9000

CG 82 24  
(Ed. 12 01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following provision is added to SECTION II - WHO IS AN INSURED

#### 5. AUTOMATIC ADDITIONAL INSURED(S)

##### a. Additional Insured - Manager or Lessor of Premises

(i) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

(a) a written contract; or

(b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

(i) currently in effect or become effective during the term of this policy; and

(ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement, or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

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(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

- (i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s) does not apply to that person or organization.

## 2. BLANKET WAIVER OF SUBROGATION

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Item B, is replaced with:

### B. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "Insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

### 3. NON-OWNED OR CHARTERED WATERCRAFT

Section 1 - Coverages, Coverage A, Item 2.g.(2) is replaced with:

- (2) A watercraft you do not own that is:
  - (a) less than 51 feet long; and
  - (b) not being used to carry persons or property for a charge.

### 4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

**SECTION V - DEFINITIONS** Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-01-2008

GROUP: 000527  
POLICY NUMBER: 0000153-2007  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 01-01-2009  
01-01-2008/01-01-2009

COUNTY OF MARIN  
MARIN CIVIC CENTER - #325  
3501 CIVIC CENTER DR  
SAN RAFAEL CA 94803-4112

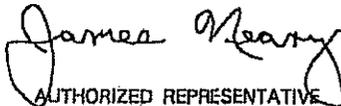
NC

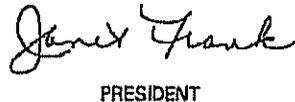
This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MARIN HUMANE SOCIETY (A NON-PROFIT CORP) NC  
171 BEL MARIN KEYS BLVD  
NOVATO CA 94949

[B19,NC]

PRINTED : 05-01-2008