

**MEMORANDUM
PLACER COUNTY HEALTH AND HUMAN SERVICES
Animal Services Division**

TO: Honorable Board of Supervisors

FROM: Jeffrey S. Brown, M.P.H., M.S.W., Director of Health and Human Services
Wesley Nicks R.E.H.S., Director of Animal Services

DATE: January 20, 2015

SUBJECT: 30 year Lease and Operating Agreement with the Town of Truckee to provide animal shelter services for the eastern Placer regional area

ACTION REQUESTED:

1. Approve a 30 year Lease and Operating Agreement with the Town of Truckee, a municipal corporation, ("Town") to provide animal shelter services for the eastern Placer regional area including a one-time payment of \$750,000 ("Capital Contribution") in the FY 2014-15 Capital Project Fund, Account 4633, Tahoe Animal Shelter Planning.

BACKGROUND:

Placer County is mandated to provide Animal Control services by state law in all unincorporated areas of the County. Appropriate delivery of animal control services has long been a core responsibility of the Department of Health and Human Services. Sheltering and Animal Control services to the contract cities and the unincorporated areas include rabies control, quarantine of bite animals, potentially dangerous and vicious dog investigations, animal cruelty investigations and the sheltering of stray and unwanted animals.

The current Eastern Placer County Animal Shelter located in Tahoe Vista Shelter is over 40 years old approaching the original operating life expectancy and it is not considered to be in compliance with current standards for animal care and sheltering as recommended by the Humane Society of the United States. Some of the deficiencies recently noted at the current shelter include:

- Very limited storage for supplies and equipment and very limited space for the visiting public and inadequate office space for the staff
- The structure is not in compliance with current standards for animal care and sheltering as recommended by the Humane Society of the United States
- The Shelter has to close if the Kennel Attendant is absent when the Animal Control Officers are in the field
- Only one restroom exists for employees and the public
- Average length of stay is over four months for dogs and eight months for cats
- Small outdoor animal play area is difficult to use in winter, provides no shade in summer
- Porous walls and floors are no longer smooth and easily cleanable making disease transmission more likely while creating persistent odor problems
- Inadequate direct sunlight exists inside shelter for animals and no outdoor dog runs

The Town of Truckee ("Town") owns and operates, in conjunction with the Humane Society of Truckee-Tahoe, a new well-equipped and modern animal shelter that meets current standards located at 10961 Stevens Lane in Truckee. The new Town Shelter has the capacity to handle sheltering services for all of Eastern Placer County for the next 30 years and beyond. Placer County would be able to meet the required mandates by having access to the Town shelter in order to facilitate the County's responsibility for sheltering animals for the eastern Placer County area. The attached agreement with the Town will establish the terms under which Placer County can access the Shelter, as well as services the Town will provide to Placer County as part of their shelter operations.

This agreement with benefit Placer County by:

- Improving overall animal health and wellbeing as the Town shelter meets current Humane Society standards
- Obviating the need to build a new shelter in the Eastern Placer County area
- Using Truckee's in house surgery facility thereby eliminating the need for outside spay and neuter contracts
- Reducing annual operating cost to Placer County of approximately \$100,000 in the first year and increasing slightly in future years
- Increasing adoption rates and improving the health and wellbeing for the animals from Eastern Placer County areas
- Providing access to a Community Room for increased public interactions and outreach opportunities
- Providing much larger and modern public areas for an improved shelter visiting experience

FISCAL IMPACT:

One-time cost to the County of \$750,000 ("Capital Contribution") to enter into a 30 year lease and operating agreement, funded by budgeted net county cost in the FY 2014-15 Capital Project Fund, Account 4633, Tahoe Animal Shelter Planning.

An anticipated reduction in operating expenses of approximately \$100,000 annually results in a savings of approximately \$2,250,000 over the term of the thirty year agreement. Doing so will eliminate the need to upgrade or build a new shelter potentially saving several million dollars in the near future.

ATTACHMENT

Town of Truckee and County of Placer - Animal Shelter Lease and Operating Agreement

**TOWN OF TRUCKEE
AND COUNTY OF PLACER
ANIMAL SHELTER LEASE AND OPERATING AGREEMENT**

This Lease and Operating Agreement (“Agreement”) is entered into January 20, 2015, by and between the Town of Truckee, a municipal corporation (“Town”), and the County of Placer (“County”). County and Town may be referred to in this Agreement individually as “Party” or collectively as “Parties.”

RECITALS

A. Town owns and operates, in conjunction with the Humane Society of Truckee-Tahoe, a well-equipped and modern animal shelter located at 10961 Stevens Lane in Truckee (“Shelter”).

B. County has the responsibility for animal control services in unincorporated areas of Placer County, and wishes to have access to the Shelter in order to facilitate County’s discharge of this responsibility in areas of eastern Placer County. For purposes of this Agreement, “eastern Placer County” consists of that portion of Placer County lying east of the crest of the Sierra Nevada Range.

C. The Parties wish to enter into this Agreement in order to establish the terms under which County will have access to the Shelter, as well as the services Town will provide to County at the Shelter.

TERMS AND CONDITIONS

1. Term and Nature of Agreement.

1.1 The term of this Agreement shall commence on May 1, 2015 (“Commencement Date”) and shall continue for a period of 30 years, expiring at 11:59 pm on May 1, 2044 (“Term”).

1.2 County acknowledges and agrees that this Agreement obligates Town only to provide the animal services and space at the Shelter specifically described herein, and does not create a partnership, ownership interest in the Shelter on the part of County, obligation for Town to provide animal control services in the field, or other rights or remedies not specifically described herein. County shall remain responsible for providing dispatch services to County animal control staff.

2. Rent.

2.1 Capital Contribution Payment. County shall pay to Town, as capital contribution and not later than the Commencement Date, the sum of \$750,000 (“Base Capital Contribution Payment”).

2.2 Office Space Rent. Town hereby leases to County, for County's exclusive use, the office space in the Shelter depicted in Exhibit "A," attached hereto and incorporated herein by reference ("Office Space"). Town shall provide a working telephone with voicemail capability in the Office Space. As of the Commencement Date, the Office Space comprises approximately 180 square feet. The Office Space may be increased, decreased, or reconfigured upon the mutual written agreement of the Parties. In addition to the Base Lease Payment, County shall pay Town the sum of \$2.65 per square foot per month as rent for the Office Space ("Office Space Rent"), quarterly, in advance. The Office Space Rent shall be adjusted to reflect any mutually agreed-upon changes in the Office Space, and shall be increased each year effective on January 1st to reflect the positive change, if any, in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose Area. The Office Space Rent shall be deemed to include County's share of all utility and common area maintenance costs for the Shelter.

2.3 Animal Service Charges. County shall pay Town the sum of \$250 for each animal accepted into the Shelter pursuant to Section 3.1, which sum shall include payment for the services described in Section 3.1. County shall reimburse Town for additional veterinary care provided pursuant to Section 3.2 at actual costs, and shall pay the sum of \$15 per day for dogs, \$7 per day for cats, and Town's actual costs for other species, for extended animal holds pursuant to Section 3.3. All such charges shall be set forth in an invoice to be provided by Town to County quarterly. County shall pay all such invoices within 30 days of receipt. Town may increase the fees each January 1st beginning 2016 to reflect the positive change, if any, in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose Area based on the October to October 12-month percentage change, providing that the annual fee increase shall not be less than 1% nor more than 4%.

2.4 Late Charges. County hereby acknowledges that late payment by County to Town of any payment under this Agreement, or any other sums due hereunder will cause Town to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any payment, or any other sum due from County to Town is not received by the Town within 30 days after such amount is due, whether or not any notice of default or another notice has been given, County shall pay to Town interest on all delinquent amounts from the date such payment was due, without regard to any grace period, at the compounded annual rate of ten percent (10%) of the overdue amount. The parties hereby agree that such interest charges represent a fair and reasonable estimate of the costs Town will incur by reason of late payment by County.

3. Animal Intake, Medical Services, and Disposition.

3.1 Intake of County Animals. Town shall accept into the Shelter stray animals collected in eastern Placer County by County staff, stray animals brought in from eastern Placer County by the public, and owner-surrendered animals brought to the Shelter by residents of eastern Placer County. County staff shall be responsible for entering, via the computer station described in Section 4 herein, all required information for an animal brought to the Shelter by County staff upon initial intake. Town shall provide basic services

for each animal, including feeding, cleaning, and vaccinations, for up to five days from each animal's arrival at the Shelter, or 10 days in the case of a bite quarantine. Town shall have the right to redeem an animal to its owner during this five-day or 10-day period, as applicable.

3.2 Veterinary Care for County Animals. At the discretion of the Town animal services staff, animals brought to the Shelter by County staff will be provided prompt veterinary care at a local veterinary hospital, or at the emergency hospital in Reno when reasonably deemed necessary. In limited situations, care may be provided at the Shelter clinic. County acknowledges that medical decisions must balance both the best interest of the individual animal requiring treatment and the shelter population as a whole.

3.3 Extended Holds and Disposition of Animals. Town shall hold animals at County's expense for longer than five days if necessary for a protective custody hold, a case of cruelty or neglect, or for other reasons at County's request, provided that in lieu of an extended hold at the Shelter County may transfer animals to a County facility. After an animal has been in the Shelter for five days (or 10 days in the case of a bite quarantine) or the extended hold period for an animal has expired, the animal shall become the property of Town. If Town redeems an animal to its owner during or following the five-day hold period, Town shall retain all boarding fees, impound fees, and owner surrender fees charged to the owner of an animal.

3.4 Licensing and Related Fees. Upon County's conversion to a software system compatible with Town's, Town may issue County licenses to animals redeemed to County residents. Otherwise, County shall remain solely responsible for issuing County licenses for animals residing in Placer County. County shall retain all licensing fees generated by such animals.

4. Computer Station and Animal Records. Town shall maintain a computer station in the Shelter's animal intake room or in another location which shall be accessible to both County and Town staff for the purpose of entering data about animals upon their initial intake into the Shelter. At the request of either Party, the Parties shall discuss the installation of a publicly accessible animal licensing kiosk in the Shelter lobby.

5. Recognition of County Participation in Shelter. Town shall recognize County's participation in the Shelter in marketing materials produced regarding the Shelter, and on the Town website. Town shall further acknowledge County's participation through a mutually agreed upon sign, plaque, or other means on or near the Shelter in a mutually agreed upon location, provided that Town shall not be obligated to change the name of the Shelter itself.

6. Shelter Hours and Vehicle Parking.

6.1 Shelter Hours. Public business hours for the Town's shelter operations are currently Tuesday through Saturday 10 am to 5 pm (excluding Building Holidays). The Shelter will be closed to the public on Sundays, Mondays, and Town-recognized holidays.

Town may change its public business hours by providing 48 hour written notice to County. However, no change to public business hours shall unreasonably affect that ability of the residents of eastern Placer County to utilize the Shelter services as contemplated in this Agreement. Notwithstanding the foregoing, County staff shall have 24-hour access to the Shelter for purposes of animal intake and other purposes consistent with this Agreement.

6.2 Vehicle Parking. Town shall designate four parking spaces for use by County employees. County employees shall not park in parking spaces designated for use by Town employees, Humane Society of Truckee-Tahoe staff and volunteers, or the visitor spaces on the south side of the Shelter. These parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, pick-up trucks or sport utility vehicles, but a County animal transport vehicle shall be allowed.

7. Pet Policy For Employee Owned Pets At The Shelter. County employees may bring their dogs to work, with a limit of one dog per employee, provided that such dogs shall be and are safely contained within the Office Space. Dogs must be well behaved and non-aggressive with other dogs, all people, and cats when office cats are present. Dogs belonging to County employees shall not be permitted in either of the lobbies, the cat isolation area, the kitchen, the stray dog and cat areas, exercise yards, medical treatment room, the cat or dog adoption areas, office space other than the Office Space, or freely roaming the Shelter. County employees shall bring owned dogs into the Shelter through the back entrance, and shall not bring such dogs through the adoption or stray lobby. This provision is not intended to create or modify any right or term and condition of employment of a County employee regarding bringing a pet to work, but is only intended to describe the conditions under which the Shelter will allow pets of employees on premises.

8. Volunteers at the Shelter. County acknowledges that Town has an existing agreement with the Humane Society of Truckee-Tahoe (HSTT) for operation of the Shelter. Town and County agree to work with HSTT as a sole provider for adoption, rescue, volunteer, and other related operations. Neither the Town nor HSTT shall be obligated to work with any other animal welfare or rescue organization in its official capacity, but may permit individual members of any other organization to volunteer at the Shelter as HSTT volunteers in accordance with HSTT volunteer policies.

9. Repairs and Maintenance.

9.1 Obligations of County. County shall, at County's expense, maintain and keep in good and safe condition, the Office Space.

9.2 Obligations of Town. Town shall, at Town's expense, maintain, repair and replace, and keep in a good and safe condition (i) the roof, foundation, exterior walls and all structural components of the Shelter; (ii) the plumbing, electrical wiring and systems, heating, ventilating and air conditioning systems; and (iii) the common areas of the Shelter.

9.3 Damage Caused by County. The foregoing obligations of Town and County shall not apply to any damage to the Shelter arising as a result of the willful acts or negligence of County or its employees, agents, invitees or assigns, the repair or restoration of which shall be undertaken by Town at County's sole expense.

10. Conditions of Property and Disclaimer of Liability.

10.1 Condition of Property. County has examined the Office Space and agrees to take possession in an "as is" condition. County acknowledges and agrees that Town has not made any representations, guarantees or warranties regarding the Office Space.

10.2 Furniture, Fixtures and Equipment. Town shall equip the office space with the following furniture, fixtures and equipment: one telephone with voicemail capability and telephone service, Internet access through Town's network, and built-in modular desks and overhead storage bins and shelves. County shall supply whatever computer equipment and printer it may wish its staff to use.

10.3 Disclaimer of Liability for Conditions of Leased Premises. Town shall have no liability to County or any officer, employee, customer, vendor, guest, or visitor of County arising out of or due to the use of the Office Space or the Shelter by any person due to a condition of the premises.

11. Damage or Destruction of Premises. Unless as the result of negligence or intentional unlawful act of County, if during the term of this Agreement, any portion of the Shelter shall be damaged by fire or other catastrophic cause, so as to render such portion unusable for the purposes contemplated by this Agreement, the obligations under this Agreement may be suspended while such portion of the Shelter remains untenable. In the event of such damage, Town shall decide whether to repair the Shelter or to cancel this Agreement with respect thereto. In the event that Town elects not to repair the Shelter or damaged portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the affected portion(s) of the Shelter. In the event Town elects to repair the Shelter or damaged portion thereof, and Town has not, within one hundred twenty (120) days of notice of such election, commenced the repair work and diligently pursued such work to completion, County shall have the option to terminate its duty to perform under the Agreement.

12. Alterations, Additions and Improvements. County may not make any alterations, improvements or additions in, on or about the Office Space without first obtaining Town's prior written consent, and any permits or approvals customarily required for such work by Town in its capacity as a government agency. County and its employees, vendors, invitees, contractors, and maintenance workers shall take all precautionary measures not to leak, spill, or release a hazardous substance in or on the Shelter, and to immediately notify Town if any leakage, spillage or release of a hazardous substance occurs.

12.1 County shall keep the Shelter free from any liens arising out of any work performed, materials furnished or obligations incurred, and County shall be responsible

for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Town shall be considered a breach of a material obligation subject to the default provisions of Section 20.

12.2 Town, at its own election, but without having any obligation to do so, may pay such liens not so removed and County shall, within ten (10) days following the receipt of written request, reimburse Town for all such costs incurred with respect to the removal of such liens.

13. Access by Town and County. Town reserves for itself and any of its designated agents the right to enter the Office Space as follows:

(i) to repair, alter or improve any part of the Office Space or building systems or any other lawful purpose; and

(ii) on an emergency basis without notice whenever Town believes that emergency access is required. Town shall have the right to use any means deemed proper to open doors in an emergency in order to obtain access to any part of the Office Space, and any such entry shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of, the Office Space, or an eviction, actual or constructive, of County from the Office Space or any portion thereof. County shall not alter any lock or install any new or additional locking devices without the prior written consent of Town. All locks installed in the Office Space (excluding County vaults, safes or special security areas, if any, designated by County in writing to Town) shall be keyed to the Shelter master key system.

14. Hazardous Materials Prohibited. Except as otherwise authorized in writing by Town, the use, generation, storage or disposal of Hazardous Materials by County at or within the Shelter is strictly prohibited, and any such use, generation, storage, or disposal shall be considered a breach of a material obligation subject to the default provisions of Section 20. For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", "toxic substances", "hazardous wastes", "extremely hazardous wastes", or "restricted hazardous wastes", or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time.

15. Signs. County shall obtain prior approval from Town's Animal Services Manager and/or Community Development Department, as applicable, for the installation of any signs and graphics of every kind visible from public view corridors, or the exterior of the Shelter. Any such signs or graphics will be subject to any applicable laws and ordinances and shall be in conformance with Town's design standards. Town shall add language on the

front entry door area of the Shelter notifying the public that the Shelter services the Truckee and Eastern Placer County areas for shelter services.

16. Keys and Security Alarm. County will be issued four sets of employee master keys for the Shelter. County may not duplicate keys. Additional keys may be requested and shall be obtained through the Town only at County expense. Upon receipt of keys, County shall provide Town with the names of employees who were issued the keys. Prior to County vacating the Shelter, it shall return all keys to Town. County shall not have the right to install or maintain a security alarm system for the Shelter.

17. Insurance and Indemnity. The Parties are governmental entities which are self-insured and/or carry liability and other insurances as appropriate. Each Party will provide liability coverage for its wrongful acts and/or omissions in the performance of its duties under this Agreement. The Parties shall indemnify, defend and hold one another and each other's officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (collectively referred to as "liability") arising out of their own performance under this Agreement, but only in proportion to and to the extent such liabilities are caused by or result from the wrongful act or omission of the indemnifying party, its officers, agents, employees, volunteers, or contractors. Both Parties acknowledge that their employees and volunteers are employees and volunteers solely of the respective Parties for all purposes, including but not limited to eligibility for workers' compensation insurance coverage and benefits.

18. Assignment and Subletting. County shall not sell, convey, assign, sublet or encumber any interest in the Office Space or the Shelter during the term of this Agreement without first obtaining Town's prior written approval. Any attempted sale, conveyance, assignment, sublet, or encumbrance shall be void where prior written approval has not first been obtained from Town. Any assignment or subletting shall not relieve County of any of its obligations or liabilities under this Agreement.

19. Termination.

19.1 COUNTY shall have the right to terminate this Agreement at any time without cause by giving sixty (60) days' notice, in writing, of such termination to Town. If the COUNTY gives notice of termination for cause, Town shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

19.2 In the event COUNTY terminates this Agreement, Town will be paid for all work performed and all reasonable allowable expenses incurred to date of termination. In the event of termination by COUNTY, no part of the Capital Contribution Payment, Section 2.1, is refundable. Should there be a dispute regarding the work performed by Town under this Agreement, COUNTY shall pay Town the reasonable value of services rendered by Town to the date of termination pursuant to this Agreement not to exceed the amount documented by Town and approved by COUNTY as work accomplished to date; provided, however, that in

no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by Town had Town completed the services required by this Agreement. In this regard, Town shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by Town. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

20. Default. Any of the following events or occurrences shall constitute a material breach of this Agreement by County, and shall constitute an event of default. Upon an uncured event of default, Town may terminate this Agreement. Upon termination of this Agreement by Town due to County's default, Town shall not be required to reimburse or refund any portion of the Base Lease Payment.

(a) A default by County in the payment when due of any rent or other sum payable under this Agreement and the continuation of this default for thirty (30) or more days after notice of the default from Town, provided that if County has unreasonably failed two (2) or more times in any twelve (12) months to pay any rent or other sum when due and notice of this default has been given by Town in each instance, no further notice shall be required after such instances until the expiration of twelve (12) months in which all rental and other sums payable under this Agreement have been paid on or before the date due.

(b) The failure by County to perform any other material obligation under this Agreement, if the failure has continued for a period of thirty (30) days after a demand to cure the failure in writing. If, however, by its nature, the failure cannot be cured within thirty (30) days, County shall have a longer period as is necessary to cure the failure, provided that County has promptly commenced to cure within the ten (10) day period and thereafter diligently works toward completing the cure.

(c) The time frames set forth in this Section shall be tolled should the County, in good faith, question or dispute the payment due or the alleged failure to perform a material obligation.

(d) Notices given under this Section shall specify the alleged default and the applicable Section(s), and shall demand that County perform as provided under the applicable Section(s) or pay the amount that is in arrears, as the case may be, within the applicable period of time, or quit the premises. In order to be effective, a copy of any notice given under this Section shall also be mailed or personally delivered to: The Placer County Counsel, at its than current address (at the commencement of the Agreement that address is 175 Fulweiler Avenue, Auburn California 95603).

21. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail,

return receipt requested, telegraphed, delivered or sent by telex, telecopy or cable and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, three (3) business days after the date of posting by the United States post office, (iii) if given by telegraph or cable, one (1) business day after the date delivered to the telegraph company with charges prepaid.

To Town: Town of Truckee
 10183 Truckee Airport Road
 Truckee, CA 96161
 Attn: Town Manager

To County: County of Placer
 3091 County Center Dr. Suite 290
 Auburn, CA 95603
 Attn: Wesley Nicks

Notice of change of address shall be given by written notice in the manner detailed in this Section. In the case of rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, the party attempting to give notice shall use reasonable diligence to obtain a current address.

22. Compliance with Laws. The Parties shall comply with all applicable federal, state and local laws, regulations and standards that are or may become applicable to County's delivery of animals to the Shelter and/or use of the Office Space. The judgment of any court of competent jurisdiction, or the admission of County in a proceeding brought against it by any governmental entity, that County has violated any such statute, ordinance, regulation, or requirement shall be considered a breach of a material obligation subject to the default provisions of Section 20.

23. Discrimination. The Parties covenant by and for themselves, their administrators, and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the requirement that, there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, use, occupancy, tenure, or enjoyment of the Office Space or Shelter by County, nor shall the Parties, or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy in the Office Space.

24. Cumulative Remedies. No remedy or election contained herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

26. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

27. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

28. Amendment of Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

29. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

30. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

31. Authority to Execute Agreement. Town and County warrant that the individuals who have signed this Agreement have the legal power, right and authority to enter into this Agreement so as to bind each party for whom they sign to perform as provided herein.

32. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto, if any.

33. Incorporation of Recitals and Exhibits. Each and all of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth herein.

34. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between County and Town as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to any employees, officer, agent or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

35. Annual Review. The Parties agree to jointly review this Agreement annually to ensure that this Agreement continues to meet the Parties' respective operational needs.

36. Conduct of Employees, Guests and Invitees. The Parties shall be fully responsible for the conduct of their employees, guests and invitees while in and around the Shelter. County shall ensure compliance by its employees, guests and invitees with policies and standards established by Town and of which the County is actually given reasonable

notice, which may consist of general Town policies and standards and/or policies and standards established specifically for the Shelter.

IN WITNESS WHEREOF, the parties hereto have executed this Animal Shelter Lease and Operating Agreement as of the day and year first-above written.

TOWN AND COUNTY HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS AGREEMENT SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS AGREEMENT IS EXECUTED, THE TERMS OF THIS AGREEMENT ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF TOWN AND COUNTY.

TOWN OF TRUCKEE

COUNTY OF PLACER

By: _____

By: _____

Tony Lashbrook

Chairman, Placer County Board of Supervisors

Town Manager

Date: _____

Date: _____

Approved as to Form
Town of Truckee Attorney

Approved as to Form
County of Placer

Date: _____

Date: _____

EXHIBIT "A"

Office Space



