

SECOND AMENDMENT TO THE
CITY OF UPLAND ANIMAL SHELTER
ANIMAL CARE AND ADOPTION AGREEMENT

This Second Amendment to the Animal Care and Adoption Services Agreement (“Second Amendment”) is made and entered into by and between the City of Upland (“City”) and Friends of Upland Animal Shelter (“Friends”) as of September 12, 2022. City and Friends are collectively referred to herein as the “Parties.”

RECITALS

A. The City and Friends entered into that certain Animal Care and Adoption Services Agreement on August 12, 2019 through which the City leased space to Friends at the City Animal Shelter in exchange for a range of services, including animal care and adoption services (“Original Agreement”).

B. The City and Friends entered into an amendment to the Original Agreement on October 11, 2021 (the “First Amendment”) to allow Friends to provide veterinary care services at the Shelter.

C. The Parties now wish to amend the Original Agreement to engage Friends to provide veterinarian care and the right to set per-animal limits on medical care costs during the stray hold period.

NOW, THEREFORE, the Parties agree as follows:

1. Exhibit “A” SCOPE OF WORK/DELINEATION OF DUTIES and Exhibit “B” PERFORMANCE GOALS of the Original Agreement are hereby replaced with new Exhibit “A” AMENDED SCOPE OF WORK/DELINEATION OF DUTIES and Exhibit “B” AMENDED PERFORMANCE GOALS.

2. Except as modified by this Second Amendment, all provisions of the Original Agreement, as previously amended, shall remain in full force and effect for the term thereof.

3. A manually signed copy of this Second Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Second Amendment for all purposes.

4. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO
SECOND AMENDMENT TO THE
CITY OF UPLAND ANIMAL SHELTER
ANIMAL CARE AND ADOPTION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date last stated below.

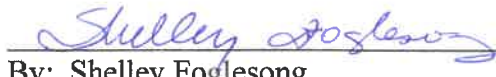
Dated: September 12, 2022

FRIENDS OF UPLAND ANIMAL SHELTER



By: Andy Peterson

Its: President



By: Shelley Foglesong

Its: Vice President

Dated: September 12, 2022

CITY OF UPLAND



By: Bill Velto

Its: Mayor

APPROVED AS TO FORM:



By: Best Best & Krieger LLP

Its: City Attorney

ATTEST:



By: Keri Johnson

Its: City Clerk

EXHIBIT "A"
AMENDED SCOPE OF WORK/DELINEATION OF DUTIES
[ATTACHED]

EXHIBIT "A"
AMENDED SCOPE OF WORK/DELINEATION OF DUTIES
CITY OF UPLAND ANIMAL SERVICES (CITY) AND FRIENDS OF UPLAND ANIMAL SHELTER (FRIENDS)

RECEIVING ANIMALS

Activity	Responsible Party	Delineation of Duties
Impounds	CITY/ FRIENDS	• CITY to receive/impound field strays • FRIENDS to receive/impound stray animals turned in "over the counter" at the shelter when CITY animal control staff are unavailable. • CITY to perform initial behavioral assessment on field strays • FRIENDS to perform initial behavioral assessment on shelter impounds that FRIENDS receives. • CITY to create record for each field stray animal impound in Chameleon and post kennel card; initial information to include animal description, services rendered (i.e., vaccinations, etc.), medical condition, initial behavioral assessment, etc. • FRIENDS to create record for all animal impounds it performs in Chameleon and post kennel card; initial information to include animal description, services rendered (i.e., vaccinations, etc.), medical condition, initial behavioral assessment, etc. • Underage (8 weeks or less) animals to be transferred immediately to FRIENDS upon intake • CITY to be responsible for euthanasia during hold period • CITY to set appropriate impound fees structures (to be charged to owners when returned) • CITY to provide FRIENDS the first right to receive any animal after the hold period. FRIENDS may fund and perform professional behavioral assessment prior to euthanizing animals with suspected behavioral issues after hold period.
Owner Surrender	FRIENDS	• FRIENDS to set competitive and reasonable pricing for owner surrenders • FRIENDS to define entry policies, and may accept adoptable owner surrenders • FRIENDS to vaccinate and kennel owner surrender animals • FRIENDS to perform initial behavioral & health assessment prior to acceptance of owner surrender • FRIENDS to create record for each owner surrender animal in Chameleon and post kennel card

TRANSFER OF ANIMALS

Activity	Responsible Party	Delineation of Duties
Transfer Process	CITY/ FRIENDS	• CITY to update status of animal in Chameleon prior to transfer and advise FRIENDS of date for transfers

		• FRIENDS to confirm transfer and relocate animal to designated kennel area within 48 hours after receiving notification from the CITY • FRIENDS to update and re-post kennel card • CITY shall be responsible for Euthanasia at the conclusion of the hold period, plus one day, if FRIENDS and the CITY determine that an animal is dangerous or otherwise non-transferrable, and euthanasia is warranted
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ANIMAL CARE

Activity	Responsible Party	Delineation of Duties
Care During "Stray Hold Period"	CITY/FRIENDS	• FRIENDS to provide all basic and medical care for animals at the shelter during "stray hold period", including feeding, administration of medicine, medical care (when needed), medical exams, cleaning kennels, etc. • FRIENDS to provide on-site and/or off-site veterinary care, including as it deems appropriate, or as requested by City Animal Services/Animal Control • FRIENDS to have the right to set per-animal limits on medical care costs as it deems appropriate • CITY to consult with FRIENDS prior to euthanizing animals during "stray hold period" with medical conditions so that FRIENDS can determine whether to provide funding for medical procedures during "stray hold period" • CITY/FRIENDS to use designated kennel areas for animals during "stray hold period" • CITY to advise and consult with FRIENDS on conditions that may affect the entire animal population in the shelter (disease, etc.) and work in partnership with FRIENDS to resolve any condition issues
Care After Transfer	FRIENDS	• FRIENDS to provide all basic and medical care for animals after "stray hold period", during the available for adoption period, including feeding, administration of medicine, medical care, medical exams (when needed), cleaning kennels, grooming, socialization, etc. • FRIENDS to provide on-site and/or off-site veterinary care as it deems appropriate • FRIENDS to have the right to set per-animal limits on medical care costs as it deems appropriate • FRIENDS to use designated kennel areas for animals available for adoption • FRIENDS to advise and consult with CITY on conditions that may affect the entire animal population the shelter (disease, etc.) and work in partnership with CITY to resolve any condition issues • FRIENDS to manage Work Release resources to assist with Care responsibilities
Legal Quarantine	CITY	• CITY to be responsible for quarantine of animals for Legal case reasons (dog bite cases, etc.). • FRIENDS to be responsible for all care, including feeding, medical care, cleaning kennels, etc. during legal quarantine, following all guidelines determined by CITY

		• CITY to set prices and charge fees for legal quarantine periods • CITY and City Management to determine when legal quarantine periods end • CITY to be responsible for implementation of required outcomes of legal proceedings • CITY and FRIENDS to work in partnership when Behavioral concerns are raised that may warrant quarantine (e.g. dog bite, dog attacks another dog, aggression towards people or kids) • When behavioral quarantine is warranted, both CITY and FRIENDS (depending on who is currently responsible for the animal) will be responsible to move animal to quarantine area and document behavior that justifies quarantine • If appropriate, CITY and FRIENDS may develop behavioral modification programs to address behavior concerns • FRIENDS to transfer animals to CITY for behavioral quarantine and disposition, when required
Behavioral Quarantine	CITY/FRIENDS	• FRIENDS to be responsible for all care, including feeding, medical care, cleaning kennels, etc. during medical/disease quarantine • FRIENDS and CITY to share quarantine/isolation space in the shelter
Medical/Disease Quarantine	CITY/FRIENDS	• CITY to ensure stray animal spaying and neutering services will be provided by Western University at no cost to FRIENDS, or, in the event Western is no longer at the shelter, the City will provide funding to spay/neuter all stray animals prior to transfer to FRIENDS. • FRIENDS to provide spaying and neutering services to CITY for Free Roaming/Community Cats that will be returned to the field. CITY to reimburse FRIENDS for the cost of sterilization services. • FRIENDS to have access to free spay and neuter services from Western University for owner surrendered animals. • FRIENDS to be free to utilize any other resources available to it to perform animal sterilization services (i.e. other qualified veterinarians, etc.) • FRIENDS to be responsible to ensure that all dogs and cats being adopted or transferred out of the Shelter be sterilized prior to such adoption/transfer out • FRIENDS to bear the cost of such sterilization for owner surrendered animals • FRIENDS to coordinate all sterilization procedures with veterinary partners, including Western • FRIENDS to set competitive and reasonable pricing and charge adopters and transferees appropriate sterilization fees for all stray animals that are transferred to FRIENDS. • FRIENDS to offer low cost or no cost spay and neuter services for residents in financial hardship situations, including for example senior citizens.
Spay/Neuter Services	CITY/FRIENDS	

VETERINARY SERVICES

Activity	Responsible Party	Delineation of Duties
Offer Veterinary Services to the Public	FRIENDS	- FRIENDS to Offer Veterinary services to the public for a fee at the Shelter when Western University is not using the Shelter Clinic. Public Veterinary Services may include, but are not limited to: - Health exams and blood work - Low cost spay and neuter services - Dental services - Mass removals - Hernia repair - Vaccinations (including low-cost rabies clinics) - FRIENDS to Offer Additional Veterinary services to City of Upland Animal Services/Animal Control on a case-by-case basis, when requested. Services may be provided by Friends with on-site and/or off-site Veterinary Resources. - FRIENDS will obtain a premise permit with the California Veterinary Medical Board if the premise permit provided by Western University falls out of compliance or is otherwise not available to the City.
Provide Veterinary Services to City Animal Services	FRIENDS	
Upland Animal Shelter Veterinary Premise Permit	FRIENDS	

ADOPTIONS AND RETURN TO OWNER

Activity	Responsible Party	Delineation of Duties
General Adoption	FRIENDS	- FRIENDS to be responsible for adoption of animals from the shelter to public - FRIENDS to set competitive and reasonable pricing of adoption fees - FRIENDS to retain revenue from adoptions
Return to Owner	CITY/FRIENDS	- CITY to have primary responsibility for processing “return to owner” transactions animals during “stray hold period” - CITY to retain revenue from “return to owner” transactions it processes - FRIENDS to have primary responsibility for processing “return to owner” transactions for animals available for adoption - FRIENDS to have secondary responsibility for processing “return to owner” transactions for animals during “stray hold period” when CITY animal control officers are unavailable. - FRIENDS to retain revenue from “return to owner” transactions it processes.

Behavioral Assessment	FRIENDS	• FRIENDS to consult with professional behavioral experts to determine adoptability of any animal suspected of having behavioral issue
Medical Condition	FRIENDS	• FRIENDS to consult with veterinarian or technician to determine adoptability of any animal suspected of having a medical issue
Microchipping	FRIENDS	• FRIENDS to provide and set competitive and reasonable pricing for optional microchipping • FRIENDS to have right to establish additional microchipping programs

VOLUNTEER PROGRAMS

Activity	Responsible Party	Delineation of Duties
Recruitment	FRIENDS	• FRIENDS to be exclusively responsible for the recruitment and on-boarding of volunteers • FRIENDS to determine screening process for volunteers
Management	FRIENDS	• FRIENDS to manage and train volunteers • FRIENDS to ensure that volunteers abide by policies and procedures as set and agreed to by both FRIENDS and City • FRIENDS to determine roles and responsibilities of volunteers
Training	FRIENDS	• FRIENDS to provide orientation to volunteers • FRIENDS to ensure FRIENDS staff and volunteers involved in the supervision of work release personnel are trained in accordance with the work release program. • FRIENDS to provide ongoing training to volunteers as it deems necessary and appropriate
Fostering	FRIENDS	• FRIENDS to maintain foster family program • FRIENDS to provide training, policies and procedures for foster care program • FRIENDS to be responsible for medical and feeding costs of fostered animals

FUNDRAISING

Activity	Responsible Party	Delineation of Duties
General	CITY/FRIENDS	• FRIENDS to have the right and responsibility to develop and implement fundraising programs it deems appropriate • CITY has the right to solicit for and receive donations specifically for CITY operations as deemed appropriate
Grants	CITY/FRIENDS	• FRIENDS to have the right and responsibility to apply for and receive grants it deems appropriate • CITY has the right and responsibility to apply for and receive grants it deems appropriate

Major Donor Programs	FRIENDS	FRIENDS may maintain donation program and may recognize major donors to support its operations at the animal shelter, with any major donor recognition to be approved by CITY
Sponsorships	FRIENDS	FRIENDS to have right to fundraise through kennel/room naming, etc.
Membership	FRIENDS	FRIENDS to have right to develop and expand membership in furtherance of its operations

SUPPLIES & OTHER SERVICES

Activity	Responsible Party	Delineation of Duties
Food	FRIENDS	FRIENDS to supply food for all animals in the shelter
Medical Supplies	CITY/FRIENDS	- City to provide medical supplies, or reimbursement to FRIENDS for such supplies it provides, necessary for “stray hold” and legal quarantine animals (vaccination medicines and supplies, antibiotics, etc.) - City to provide for purchase of and tracking of euthanasia supplies, or reimbursement to FRIENDS for such supplies it provides - City to provide documentation of Euthanasia certificates for Animal Control Officers or other City personnel performing euthanasia to enable distribution of such medical supplies by FRIENDS to City. - FRIENDS to provide access to and ordering of medical supplies (vaccination medicines and supplies, antibiotics, euthanasia supplies, etc.) as requested by City for City requirements. - FRIENDS to provide medical supplies necessary for animals not on “stray hold” or legal quarantine (i.e. available for adoption animals)
Other Supplies	FRIENDS	FRIENDS to provide purchasing and to supply other daily operations supplies (latex gloves, cleaning supplies, etc.) for the shelter
Euthanasia	CITY/FRIENDS	- CITY responsible to euthanize animals during, or at the conclusion of, “stray hold” or legal quarantine, when necessary - FRIENDS responsible to provide for euthanasia of animals not on “stray hold” or legal quarantine, when necessary - FRIENDS to have the right to provide euthanasia services to the public (for owned animals)
Animal Disposal	CITY	CITY to provide storage and disposal services of dead animals

LICENSING

Activity	Responsible Party	Delineation of Duties
Dog Licensing	CITY/FRIENDS	Licensing to be done by CITY

		• CITY to retain licensing revenue • FRIENDS to license dogs at initial adoption • FRIENDS to have right to access dog license information for marketing, sales, fundraising and canvassing purposes
Amnesty Programs	CITY	• FRIENDS and CITY to coordinate on any dog license amnesty programs prior to initiation.

RECORD-KEEPING

Activity	Responsible Party	Delineation of Duties
Animal Records	CITY/FRIENDS	• FRIENDS will maintain records of adoptions through Chameleon for City to access • FRIENDS to maintain medical and vaccinations records of current and past shelter residents through Chameleon for City to access • FRIENDS to maintain behavioral conditions records of current and past shelter residents through Chameleon for City to access • CITY to maintain animal records (for medical, vaccinations, behavior, etc.) during “stray hold periods” and legal quarantine in Chameleon for FRIENDS to access • FRIENDS to provide monthly reports that include: Animal Outcomes, Customer Satisfaction, and Volunteer Report
Progress Reports	FRIENDS	

FACILITY MAINTENANCE

Activity	Responsible Party	Delineation of Duties
Cleaning	FRIENDS (with Work Release)	• FRIENDS, with assistance from available work release resources (under supervision of FRIENDS), to be responsible for general shelter cleaning
Equipment	CITY	• CITY to provide, maintain and repair existing furniture, fixtures and equipment (FFE) to include computer and office equipment, laundry equipment, HVAC, telephones and Internet access. Does NOT include data security measures required of FRIENDS under terms of shelter lease agreement. • CITY to update telephone systems and phone queue systems to accommodate needs of CITY and FRIENDS
Building Maintenance & Repair	CITY	• CITY to provide maintenance and repair of shelter building and grounds • FRIENDS to have right to modify building and grounds to better serve needs, with pre-approval from City

		• FRIENDS to have right to modify front entrance yard areas to create fenced, visiting areas with pre approval of CITY.
Vehicles & Vehicle Maintenance	CITY/FRIENDS	• FRIENDS to maintain van and other vehicles it may obtain • FRIENDS to have occasional use of CITY maintenance vehicles for transport of food, litter and other shelter supplies (e.g. City Flatbed Truck), with only CITY-approved FRIENDS staff and volunteers permitted to drive/use such vehicles. Such use to be coordinated through CITY Public Works. Prior to driving CITY vehicles, FRIENDS Staff and Volunteers are to be vetted in accordance with CITY policy for volunteers driving CITY vehicles. • CITY to keep and maintain Animal Control vehicles • FRIENDS to have right to put up building signage identifying the business, with CITY review and approval.
Building Signage	FRIENDS	

RAMP-UP

Activity	Responsible Party	Delineation of Duties
Training	CITY/FRIENDS	• CITY to have the right to require FRIENDS to provide additional training to staff after transition, as may be appropriate • FRIENDS to provide ongoing training to FRIENDS staff after the transition • FRIENDS to have no responsibility for training of CITY staff

OTHER

Activity	Responsible Party	Delineation of Duties
Advertising	FRIENDS	• FRIENDS to have right to unpaid advertising through Upland Today, CITY Website and other CITY advertising resources
Building Décor	FRIENDS	• FRIENDS to have right to modify décor/wall signs, etc., with CITY review and approval • FRIENDS to have right to add interior and exterior signage for fundraising programs with CITY review and approval
Facility Modifications	CITY	• CITY to consult with FRIENDS prior to making changes to the shelter facility or use of the facility to determine impact on FRIENDS operations
Service Modifications	CITY / FRIENDS	• FRIENDS to have right to fund and make modifications to the building, with CITY approval • CITY and FRIENDS shall consult with each other prior to making changes to the services it offers to determine impact operations
Insurance	CITY/FRIENDS	• CITY to maintain worker's compensation on CITY staff and work release (as it deems necessary)

		• FRIENDS to maintain worker's compensation insurance on FRIENDS staff • FRIENDS to have right to determine whether to provide worker's compensation insurance to volunteers • CITY to maintain general liability insurance to cover the building and its operations • FRIENDS to maintain general liability insurance for its operations, but not required to provide general liability covering the building
Banking	CITY/FRIENDS	• FRIENDS to establish banking services to meet all shelter operations transaction processing. • CITY to maintain banking services to meet transaction processing.

EXHIBIT “B”
AMENDED PERFORMANCE GOALS
[ATTACHED]

EXHIBIT "B"

AMENDED PERFORMANCE GOALS CITY OF UPLAND ANIMAL SERVICES AND FRIENDS OF UPLAND ANIMAL SHELTER

Activity	Performance Indicators
Animal Care	- FRIENDS will ensure adequate staffing and volunteers to provide the following: - General care for animals at Upland Animal Shelter to include daily feeding, walking, and kennel cleaning. - Necessary medical care for animals at Upland Animal Shelter. - Staff and volunteers who create a safe and welcoming environment for animal adoptions and adoption events. - Proper protocols in place to address disease control, sanitation, behavior assessment, and animal isolation/separation. - Monthly reports detailing: adoptions, returns to owners, transfers to a community partner, euthanized animals, animals in foster care, available animals.
Volunteers	- FRIENDS will provide a monthly report with the following measurable goals and outcomes of the volunteer program: - Total number of active volunteers - Effective coverage of volunteers to ensure all animals receive attention - Retention of existing volunteers - Number of hours of volunteer labor - Number of off-site adoption events attended - Total number of new volunteers (recruitment)
Customer Satisfaction	- The CITY will work with FRIENDS to develop a customer satisfaction survey. The survey will include items regarding service level and staff/volunteer competency. The survey will be made available electronically to anyone entering the shelter or adopting an animal. Results will be tabulated monthly and forwarded to friends. - FRIENDS will review monthly reports and - Evaluate the feasibility of addressing any concerns - Take corrective measures - Discuss concerns and/or new procedures with staff and volunteers - Develop customer service training for staff and volunteers - Provide a monthly report to the CITY that outlines customer satisfaction corrective actions that have been taken or the reasons why no action is warranted.