

MEMORANDUM OF UNDERSTANDING

(City of Grass Valley / Wayward Journey)

1. IDENTIFICATION

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the City of Grass Valley, a California municipal corporation (“City”), and Wayward Journey, a California non-profit public benefit corporation (“WJ”). The City and WJ are collectively referred to herein as the “Parties.”

2. RECITALS

- 2.1. City has determined that it requires support from an outside organization for the following: **Animal shelter activities.**
- 2.2. WJ represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with providing support under this MOU under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent WJ from conducting the activities identified in this MOU, or (3) present a significant risk of the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and WJ agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Activities”: Such activities supporting the City as are set forth in Exhibit A, attached hereto and incorporated herein by this reference.
- 3.2. “MOU Administrator”: The MOU Administrator for the Scope of Activities is Brian Blakemore, Grass Valley Police Department. The MOU Administrator shall be the principal point of contact at the City for this project. City reserves the right to change this designation upon written notice to WJ.
- 3.3. “Commencement Date”: April 28, 2025
- 3.4. “Termination Date”: April 28, 2030

4. CAMPAIGN CONTRIBUTIONS

This MOU is exempt from the disclosure requirements of Government Code section 84308 under subdivision (a)(5)(B)(v).

5. TERM

The term of this MOU shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written MOU of the parties or terminated earlier under Section 17 (“Termination”) below. The Parties may agree to extend the term if authorized in advance by City and WJ in writing and incorporated in written amendments to this MOU.

6. WJ’S AND CITY’S ROLES AND RESPONSIBILITIES

6.1. WJ’s Roles and Responsibilities

- 6.1.1. **WJ’s Activities.** WJ may engage in the activities identified in the Scope of Activities. City shall have the right to request, in writing, changes in the Scope of Activities. Any such changes mutually agreed upon by the parties shall be incorporated by written amendment to this MOU.
- 6.1.2. **Coordination with City.** In performing activities under this MOU, WJ shall coordinate all contact with City through its MOU Administrator. This does not include communication with City staff at the City Animal Shelter, with whom WJ will be communicating regularly to facilitate activities identified in the Scope of Activities.
- 6.1.3. **Business License.** WJ shall obtain and maintain in force a City business license for the duration of this MOU.
- 6.1.4. **Legal Compliance.** WJ shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting activities engaged in under this MOU, including the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.) when applicable.
- 6.1.5. **Avoid Conflicts.** During the term of this MOU, WJ shall not contract or enter into an MOU with another person or entity for whom WJ was not working at the Commencement Date if such work would present a conflict interfering with performance under this MOU. However, City may consent in writing to WJ’s entering into such contract or MOU.
- 6.1.6. **Appropriate Personnel.** WJ has, or will secure at its own expense, any personnel required to operate its organization and perform any of the activities identified in the Scope of Activities. All WJ volunteers providing services under the Scope of Activities shall sign a Volunteer Liability Waiver and Volunteer Code of Conduct, attached hereto as Exhibit B and incorporated by this reference, before City may approve the volunteer to provide services for shelter animals both on City property and off-site pursuant to the Scope of Activities. All personnel engaged in activities legally requiring particular licensure or other certification shall be qualified to perform such services. Alexandra Maloney shall be WJ’s MOU administrator and

shall be City's principal point of contact at WJ. WJ reserves the right to change WJ's MOU administrator upon written notice to City.

6.1.7. **Substitution of Personnel.** City may notify WJ at any time of City's request that any WJ personnel (volunteer or, if applicable, employee) with whom City is not satisfied be removed from a particular activity and/or from engaging in any activity at the City's animal shelter altogether. Upon notice, WJ will comply City's request to remove the WJ personnel. In the event of a dispute, the City and WJ's MOU Administrators will meet and confer.

6.1.8. **Permits and Approvals.** WJ shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for WJ's performance of this MOU. This includes, but shall not be limited to, professional licenses, encroachment permits, and building and safety permits and inspections.

6.1.9. **Notification of Organizational Changes.** WJ shall notify the MOU Administrator, in writing, of any change in name, business status, or dissolution of WJ.

6.2. **City's Roles and Responsibilities**

6.2.1. **City's Duties.** City may engage in the activities identified in the Scope of Activities. The Parties shall have the right to request, in writing, changes in the Scope of Activities. Any such changes mutually agreed upon by the Parties shall be incorporated by written amendment to this MOU.

7. **SUBCONTRACTING**

Except as otherwise provided herein, WJ shall not assign or transfer its interest in this MOU or subcontract any activities identified in the Scope of Activities other than by an amendment to this MOU.

8. **COMPENSATION**

8.1. **General.** WJ shall not be paid for any activity provided under the Scope of Activities or otherwise, nor reimbursed for any expenses unless provided for in this MOU or authorized in writing by the MOU Administrator in advance.

8.2. **Additional Work.** WJ shall not be reimbursed for any expenses incurred for work performed outside the Scope of Activities unless prior written approval is given by the City through a fully executed written amendment to this MOU. WJ shall not undertake any such work without prior written approval of the Project Administrator.

9. PREVAILING WAGES

WJ is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. This MOU is subject to Prevailing Wage Laws, for all work performed under this MOU for which the payment of prevailing wage is required by those laws. WJ shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of WJ to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by WJ while engaging in activities listed in the Scope of Activities and regarding City property (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. For example, written products would include a written behavioral assessment conducted on a dog owned by the City while in foster care through WJ. WJ may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by WJ.

11. RELATIONSHIP OF PARTIES

- 11.1. **General.** WJ shall be a wholly independent contractor as to the City under this MOU.
- 11.2. **No Agent Authority.** WJ shall have no power to incur any debt, obligation, or liability on behalf of City or to otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of WJ or any of WJ’s officers, except as set forth in this MOU. WJ shall not represent in any manner that it is, or that any of its officers, agents, employees, or volunteers are, employees of City.
- 11.3. **Independent Contractor Status.** Under no circumstances shall WJ or its officers or employees look to the City as an employer. WJ shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on WJ’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and WJ specifically assumes the responsibility for making such a determination. When applicable, WJ shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 11.4. **Indemnification of CalPERS Determination.** If WJ or any officer, employee, agent, or subcontractor of WJ providing services under this MOU claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, WJ shall indemnify, defend, and hold harmless City for the

payment of any employee and/or employer contributions for CalPERS benefits on behalf of WJ or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

- 12.1. **Definitions.** For purposes of this Section, “WJ” shall include WJ, its officers, employees, servants, agents, volunteers or subcontractors, or anyone directly or indirectly employed by either WJ or its subcontractors, in the performance of this MOU. “City” shall include City, its officers, agents, employees and volunteers.
- 12.2. **Mutual Indemnification.** To the fullest extent permitted by law, WJ shall indemnify, hold harmless, and defend City from and against all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with WJ’s negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of WJ or failure to comply with any provision in this MOU. Likewise, to the fullest extent permitted by law, City shall indemnify, hold harmless, and defend WJ from and against all claims, losses, costs, or expenses for any personal injury or property damage arising out of or in connection with City’s negligence, recklessness, or willful misconduct or other wrongful acts, errors, or omissions of City or failure to comply with any provision in this MOU.
- 12.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. WJ shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. Likewise, City shall not be required to indemnify WJ for such loss or damage as is caused by the sole active negligence or willful misconduct of WJ.
- 12.4. **Attorney Fees.** Such costs and expenses shall include reasonable attorney’ fees for counsel satisfactory to the indemnified party, expert fees, and all other costs and fees of litigation.
- 12.5. **Waiver of Statutory Immunity.** The obligations of WJ under this Section are not limited by the provisions of any workers’ compensation act or similar act. WJ expressly waives its statutory immunity under such statutes or laws as to City.
- 12.6. **Indemnification by Subcontractors.** WJ agrees to obtain executed indemnity MOUs with provisions identical to those set forth in this Section from every subcontractor engaged in the activities identified in the Scope of Activities of this MOU on WJ’s behalf.
- 12.7. **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this MOU. WJ’s

indemnification obligations apply whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

13. INSURANCE

13.1. **Insurance Required.** WJ shall maintain insurance as described in this Section and shall require all its subcontractors, WJs, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of WJ. Any requirement for insurance to be maintained after completion of the work shall survive this MOU.

13.2. **Documentation of Insurance.** City will not execute this MOU until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to WJ's activities beginning shall not waive WJ's obligation to provide them. WJ shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Animal shelter services.
- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this MOU.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

13.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Automobile Liability
 - Any vehicle, combined single limit \$100,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this MOU, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 13.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 13.5. **Worker's Compensation Insurance.** WJ is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and WJ will comply with such provisions, if applicable, before commencing activities under this MOU. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California. WJ warrants that it has no employees pursuant to the Acknowledgement of No Worker's Compensation Insurance and Release attached hereto as Exhibit C and incorporated by this reference.
- 13.6. **Automobile Liability Insurance.** Covered vehicles shall include owned, if any, non-owned, and hired automobiles and trucks.
- 13.7. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis, the Retroactive Date must be shown and must be before the date of this MOU or the beginning of work under this MOU. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after termination of this MOU. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the effective date of this MOU, the WJ must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work under this MOU.
- 13.8. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees must be endorsed as additional insureds for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the WJ. WJ's insurance policies shall be primary as respects any claims related to or as the result of the WJ's activities. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, officers, agents, employees, volunteers, or WJs shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the WJ's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 13.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the termination of this MOU and the WJ does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the WJ under this MOU. Failure of the WJ to maintain the insurance required by this MOU, or to comply with any of the requirements of this Section, shall constitute a material breach of this MOU.

- 13.10. **Notices.** WJ shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. WJ shall provide no less than 30 days' notice of any cancellation or material change to policies required by this MOU. WJ shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks before expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Grass Valley, Attn: City Clerk, 125 East Main Street, Grass Valley, CA 95945.
- 13.11. **WJ's Insurance Primary.** The insurance provided by WJ, including all endorsements, shall be primary to any coverage available to City for occurrences involving WJ, its officers, agents, or volunteers acting in connection with the activities under this MOU. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of WJ's insurance and shall not contribute with it.
- 13.12. **Waiver of Subrogation.** WJ hereby waives all rights of subrogation against the City. WJ shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 13.13. **Report of Claims to City.** WJ shall report to the City, in addition to the WJ's insurer, all insurance claims submitted to WJ's insurer in connection with the activities under this MOU.
- 13.14. **Premium Payments and Deductibles.** WJ must disclose all deductibles and self-insured retention amounts to the City. The City may require the WJ to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts before execution of this MOU.
- City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this MOU. WJ shall be responsible for all premiums and deductibles in all of WJ's insurance policies.
- 13.15. **Duty to Defend and Indemnify.** The Parties's duties to defend and indemnify one another under this MOU shall not be limited by the foregoing insurance requirements and shall survive the expiration of this MOU or its early termination.

14. MUTUAL COOPERATION

- 14.1. **City Cooperation in Performance.** City shall provide WJ with all pertinent data, documents and other requested information as are reasonably available for the proper performance of WJ's engagement in the Scope of Activities under this MOU.

- 14.2. **WJ Cooperation in Defense of Claims.** If any claim or action is brought against City relating to WJ's engagement in the Scope of Activities under this MOU, WJ shall render any reasonable assistance that City may require in the defense of that claim or action.

15. NOTICES

Any notices, bills, invoices, or reports required by this MOU shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during WJ's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Brian Blakemore
City of Grass Valley
Police Department
129 South Auburn Street
Grass Valley, CA 95945
Telephone: (530) 477-4611
Facsimile: (530) 274-4329

If to WJ:

Alexandra Maloney
Wayward Journey
P.O. Box 2116
Grass Valley, CA 95945
Telephone: (714) 345-8472

With courtesy copy to:

Michael G. Colantuono, Esq.
Grass Valley City Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The Parties agree that the covenants contained in Section 11.4 (Indemnification of CalPERS Determination), Section 12 (Indemnification), Section 13.7 (Claims-Made Policies), Section 14.2 (WJ Cooperation in Defense of Claims), and Section 19.1 (Confidentiality) of this MOU shall survive the expiration or termination of this MOU.

17. TERMINATION

- 17.1. **City Termination.** City may terminate this MOU for any reason upon five calendar days' written notice to WJ. WJ agrees to cease all activities under this MOU on or before the effective date of any notice of termination. WJ shall return all City data, documents, objects, materials or other tangible City property to City upon the termination or expiration of this MOU.

- 17.2. **WJ Termination.** WJ may terminate this MOU for any reason upon five calendar days' written notice to City time to procure replacement services. WJ shall return all City data, documents, objects, materials or other tangible City property to City upon the termination or expiration of this MOU.
- 17.3. **Remedies.** Each Party retains all available legal and equitable remedies for the other Party's breach of this MOU.

18. INTERPRETATION OF MOU

- 18.1. **Governing Law.** This MOU shall be governed and construed in accordance with the laws of the State of California.
- 18.2. **Integration of Exhibits.** All documents referenced as exhibits in this MOU are hereby incorporated into this MOU. In the event of any material discrepancy between the provisions of this MOU and its exhibits, the provisions of this MOU shall prevail. This instrument contains the entire MOU between City and WJ with respect to the transactions contemplated herein. No other prior oral or written MOUs are binding upon the parties. Amendments hereto or deviations from this MOU shall be effective and binding only if made in writing and executed by City and WJ.
- 18.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience of reference to this MOU. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall govern in the construction of this MOU.
- 18.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.5. **Severability.** If any term or provision of this MOU or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this MOU shall be valid and be enforced to the fullest extent permitted by law.
- 18.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this MOU. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

19. GENERAL PROVISIONS

- 19.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by WJ to engage in the Scope of Activities under this MOU are deemed confidential and WJ shall not disclose them without prior written consent by the MOU Administrator. City shall grant such consent if disclosure is legally required. WJ shall return all City data to City upon the termination or expiration of this MOU.
- 19.2. **Conflicts of Interest.** WJ maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for WJ, to solicit or secure this MOU. Further, WJ warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for WJ, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this MOU. WJ further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest under the Political Reform Act with the City's Filing Officer if required under state law because of the engagement in the Scope of Activities. For breach or violation of this warranty, City shall have the right to rescind this MOU without liability. No City Councilmember, officer, or employee of City, during the term of his or her service to City, shall have any direct interest in this MOU, or obtain any present or anticipated material benefit arising from it.
- 19.3. **Multiple Phased Projects.** Pursuant to Government Code section 1097.6, WJ's activities under this MOU shall not include preparing or assisting City with any portion of City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with City. City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. WJ's participation in the planning, discussions, or drawing of project plans or specifications, if any, shall be limited to conceptual, preliminary, or initial plans or specifications. WJ shall cooperate with City to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by WJ, if any, pursuant to this MOU.
- 19.4. **Non-assignment.** WJ shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this MOU to any party other than WJ.
- 19.5. **Binding on Successors.** This MOU shall be binding on the successors and permitted assigns of the parties.
- 19.6. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties under this MOU.
- 19.7. **Non-Discrimination.** In the event WJ hires employees, WJ shall not discriminate against any employee or applicant for employment because of race, sex (including

pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation or any other unlawful basis. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. In the event WJ hires employees, WJ shall post this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.

- 19.8. **Waiver.** No provision, covenant, or condition of this MOU shall be deemed to have been waived by City or WJ unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or WJ of any breach of any provision, covenant, or condition of this MOU shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 19.9. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by either party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all such other rights, powers or remedies.
- 19.10. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this MOU, the prevailing party shall be entitled to an award of reasonable and actual attorneys' fees and costs expended in the action.
- 19.11. **Venue.** The venue for any litigation shall be Nevada County, California and WJ hereby consents to jurisdiction there for purposes of resolving any dispute or enforcing any obligation arising under this MOU.
- 19.12. **Counterparts; Electronic Signatures.** This MOU may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this MOU may be executed by electronic signature, which shall be considered as an original signature for all purposes. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signature Page Follows]

TO EFFECTUATE THIS MOU, the Parties have caused their duly authorized representatives to execute this MOU on the dates set forth below.

[Two signatures are required to bind a corporation]

“City”
City of Grass Valley

By: _____
Signature

Tim Kiser
City Manager

Date: _____

“WJ”
Wayward Journey

By: _____
Signature

Printed: _____

Title: _____

Date: _____

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
Taylor Whittingslow, City Clerk

Date: _____

Approved as to form:

By: _____
David J. Ruderman, Assistant City Attorney

Date: _____

EXHIBIT A
SCOPE OF ACTIVITIES

City Activities

- A. Janitorial - All janitorial cleaning will be done by City staff and City volunteers.
- B. Animal Husbandry - City is responsible for all of the animal husbandry at the Shelter which includes all of the feeding and cleaning appropriate to all animal species housed at the Shelter.
- C. Animal Intake - City is responsible for animal intake, including initial health assessment of all animals; Bordetella, DAPP, and general dewormer vaccinations for dogs, and; FVRCP and dewormer vaccinations for cats.
- D. Medical - City staff will administer medical protocols in consultation with a veterinarian to all animals within the Shelter, and will be responsible for the medical costs associated with intake and continuing care including all vaccinations, dewormer, and microchips for all cats and dogs, and spay or neuter for all animals. City staff will administer medical care as part of their normal Shelter animal husbandry tasks.
- E. Information Technology - City will be responsible for all repair and maintenance of information technology equipment and software used at the Shelter and in connection with Shelter activities, but shall not be responsible for repair, maintenance, or replacement of equipment used solely by WJ. This includes phones, computers, and hardware associated with the operation of this equipment. WJ shall not download any programs on equipment which is connected to the City's computer network without the approval of the City's IT Coordinator or their designee. In the event that WJ downloads unapproved programs or fails to comply with the City's technology maintenance and replacement standards, the City may deny access to the City's computer network and may terminate any obligation under this paragraph.
- F. Facility Maintenance - City will provide repair and maintenance of the Shelter through City's Facilities Maintenance unit. This includes, but is not limited to, the structure (both interior and exterior), water systems, and HVAC systems.
- G. City Front Counter - City will staff the Animal Services front counter as appropriately determined during the open hours of the Shelter. City responsibilities will include but not be limited to: dog licensing, stray animal intake and return, owner relinquishment of animals, and inquiries from the public regarding Animal Services operations.
- H. Pet Point Data Management System - City will maintain the Pet Point Data Management System at the Shelter. WJ will have limited access to the use of this system.
- I. Adoptions - City will be responsible for administering and processing all adoptions that occur out of the Shelter. WJ may run promotions and specials to keep adoptions at a constant flow. WJ may advertise the animals available for adoption or foster in the

Shelter. Advertisements and promotions may include posters, flyers, and electronic communications, among other avenues for publicity.

- J. Euthanasia - Except for animals that are irremediably suffering from a serious illness or severe injury per, or otherwise covered by, California Food and Agriculture Code section 17006, City is responsible for destroying animals that City and WJ deem unadoptable after complying with the statutorily required minimum holding period. Except for animals that are irremediably suffering from a serious illness or severe injury per, or otherwise covered by, California Food and Agriculture Code section 17006, City will give WJ at least two (2) weeks notice prior to the planned destruction of an animal in order to give WJ and other animal rescue organizations an opportunity to discuss euthanasia with the City and/or request release of the animal to WJ or another animal rescue organization pursuant to California Food and Agriculture Code section 31108(b). With WJ's consent, City may advance the planned destruction of an animal prior to the fulfillment of the 2 week period.
- K. Animal Control Duties - City will be responsible for all animal control related services, procedures, and outcomes.
- L. Compliance with State Law - City Shelter staff will be responsible for being familiar with, complying with, and implementing state laws applicable to public animal shelters, including but not limited to California Food and Agriculture Code Division 14, relating to the regulation and licensing of dogs; Division 14.5, relating to the regulation of cats; and Division 14.8, relating to animal facilities and shelters.

WJ Activities

- A. Medical - WJ may, at its discretion, identify animals for which WJ will cover the costs of medical care by directly paying the medical provider. This may include medical care provided during intake, as continuing care, or by veterinary specialists (e.g., cardiologists, ophthalmologists, etc.), or any other type of veterinary care. Animals will be selected for medical coverage depending on various factors, including the animal's need and WJ's budget. When WJ selects an animal for which WJ will cover medical costs, WJ will notify Shelter staff in writing which animals WJ has selected for medical cost coverage and which of the animal's costs WJ will cover.
- B. Animal Foster Program - WJ is responsible for all the needs, excluding food and medical care administered upon intake, of animals that WJ places into a foster program outside of the Shelter. If the City or WJ receives an animal that is too young, frail, or a nursing mother, or has any other ailment or issue that shelter living does not accommodate well, WJ may find temporary foster care for that animal until it is ready to be housed in the Shelter.
- C. Humane Education Program - WJ may provide humane education programs on and off the Shelter site, including but not limited to tours, field trips, summer camps, seminars, and in-class presentations. WJ must seek and receive City approval prior to holding any program at the Shelter site.

- D. Dog Training - WJ may work directly with positive reinforcement dog trainers to provide structure and training for the dogs awaiting permanent homes. WJ may also provide opportunities for training for dogs adopted through WJ.
- E. Troubleshooting - WJ may provide trouble-shooting services to anyone looking to relinquish an animal within and outside of the City's jurisdiction, with the intent of keeping the animals in their homes, rather than relinquishing them to the Shelter.
- F. Pet Pantry - WJ may, at its sole expense, run a Pet Pantry Program, providing free pet food to community members who cannot otherwise afford to feed their animals. WJ may work directly with the City to ensure proper food storage and distribution.
- G. Special Events - WJ may host special events on an ongoing basis throughout each year. WJ anticipates that most of these events will be at off-site locations and will not utilize Shelter space with the exception of storage. WJ shall provide the City with advance written notice and request City approval prior to planning and execution of any event that will be held at the Shelter.
- H. Fundraising - WJ will consistently work to raise funds for the organization. Fundraising may include but is not limited to mailings, special events, merchandise sales, donation requests, holiday appeals, etc.
- I. Volunteer Program - WJ will hold responsibility for its volunteers on site and off site while on their volunteer shift. Volunteers have approval from the City to provide services for Shelter animals including but not limited to dog walking, cat socialization, and taking Shelter animals to events. Volunteers may also support the Shelter with administrative tasks at the front counter, transporting Shelter animals, and other services. Volunteers that will be in and around the shelter are to be approved by both WJ and City. WJ will provide notice in writing to the City's MOU Administrator of volunteers seeking approval. City must endeavor to notify WJ of City's decision to approve or deny each volunteer within thirty (30) days of receiving WJ's written notice. City must not unreasonably withhold volunteer approval.

EXHIBIT B

Volunteer Liability Waiver

This Volunteer Liability Waiver (Waiver) is by and between Wayward Journey (WJ) and its Volunteers and includes the following terms:

1. **Waiver and Release.** I hereby release and forever discharge and hold harmless Wayward Journey and the City of Grass Valley and their successors and assigns, affiliates and adoption partners (collectively referred to as "Animal Shelter") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may arise from volunteer work with the Animal Shelter. I understand and acknowledge that this Waiver discharges the Animal Shelter from any liability or claim that I may have against the Animal Shelter with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in Wayward Journey's volunteer programs. I also understand that the Animal Shelter does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.
2. **Insurance.** I expressly waive any claim for compensation or liability on the part of the Animal Shelter for my medical expenses. I realize and am aware that my own health insurance coverage will provide for any necessary medical treatment or care. I further understand that I am not covered under California State Worker's Compensation Laws.
3. **Transportation.** When driving a vehicle to perform volunteer services for the Animal Shelter, I agree to maintain at least the State-required minimum amounts of automobile insurance on my vehicle and to indemnify and hold the Animal Shelter harmless from any claims arising from and/or related in any way to any Animal Shelter animal's presence in my vehicle.
4. **Medical Treatment.** I release and forever discharge the Animal Shelter from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with the Animal Shelter.
5. **Assumption of the Risk.** I understand that time volunteering with Wayward Journey may include activities that may result in injury. I understand I will be working with and/or around animals with unknown and unpredictable characters and dispositions. I expressly

and specifically assume the risk of injury or harm in all activities undertaken as a part of my volunteer responsibilities and release the Animal Shelter from all liability for injury, illness, death, or property damage resulting from my activities undertaken in the capacity of volunteer with Wayward Journey. I understand that working with animals presents some risks, and that there are possibilities of injury that may result from contact with animals, such as scratches, bites, and allergic reactions, which may occur when performing volunteer services.

6. **Photographic Release.** Wayward Journey volunteers hereby grant the Animal Shelter, and the photographer, permission to use my likeness in a photograph or video in any publication, digital and print, and without payment of any kind. I grant and convey unto the Animal Shelter all right, title and interest in any and all photographic images and video or audio recordings made by or for the Animal Shelter during my work with the Animal Shelter, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. **Vaccinations.** I understand that Wayward Journey specially recommends that all volunteers maintain current tetanus vaccinations if they will be handling animals and that I have been encouraged to consult a physician to decide whether or not to be vaccinated against tetanus.
8. **Other.** I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California. This Waiver shall be governed by and interpreted in accordance with the laws of the State of California. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

Signature: _____

Printed Name: _____ Date: _____

Volunteer Code of Conduct

WAYWARD JOURNEY is dedicated to rescuing and improving the condition of animals through fostering, volunteering, education, fundraising and other means. In my capacity as a WAYWARD JOURNEY volunteer, I agree to follow this Volunteer Code of Conduct to ensure the efficient operation of WAYWARD JOURNEY and to benefit and protect the volunteers, animals and WAYWARD JOURNEY as an entity. I also agree to:

- Support WAYWARD JOURNEY's mission, goals and efforts with a positive attitude.
- Approach my volunteer responsibilities with professionalism.
- Promote goodwill by handling communication (written, face-to-face, verbal, electronic, etc.) with the City of Grass Valley Animal Shelter staff, WAYWARD JOURNEY board members, officers, other volunteers and the public in a spirit of courtesy, respect and cooperation.
- Deal fairly with all people I encounter while engaged in WAYWARD JOURNEY activities regardless of age, gender, race, ethnicity, national origin or citizenship, religion, sexual orientation, marital status, military or veteran status, handicap or disability.
- Respect and protect all WAYWARD JOURNEY property, supplies, equipment or assets.
- Abide by rules and regulations of any facility and/or location where WAYWARD JOURNEY is present and operating and respect the facility's property. Observe all health and safety rules for both people and animals, and report to my volunteer job physically and mentally fit for duty.
- Comply with city, county, state and federal statutes and ordinances.
- Serve as a WAYWARD JOURNEY media spokesperson only when authorized by WAYWARD JOURNEY's President or Executive Director.
- Maintain and safeguard the confidentiality of businesses, donors, employees, volunteers, members of the public and animals by protecting information and records collected and/or kept by WAYWARD JOURNEY and agencies working with WAYWARD JOURNEY.
- Preserve the confidentiality of information relating to the operation of WAYWARD JOURNEY that is not known or readily accessible to the public.
- Contact WAYWARD JOURNEY's President or Executive Director with questions or concerns about WAYWARD JOURNEY's procedures, interpersonal communications or my volunteer responsibilities.

If I am accepted as a WAYWARD JOURNEY volunteer, I agree to comply with all of the rules, agreements, and protocols which may be established from time to time by

WAYWARD JOURNEY. I understand that failure to comply with the rules, agreements, and protocols may result in my termination as a volunteer.

I understand and agree that if accepted as a volunteer, all services performed by me will be performed on a strictly voluntary basis, and that I will receive no remuneration, pay or compensation of any kind, that I will not be an employee of WAYWARD JOURNEY or the City of Grass Valley, nor otherwise derive any benefits normally available to employees of WAYWARD JOURNEY or the City of Grass Valley.

I have read the Volunteer Code of Conduct and the WAYWARD JOURNEY Waiver of Liability in its entirety and I agree to the terms and conditions.

I agree that my electronic signature is the legal equivalent of my handwritten signature on this document.

Signature: _____

Printed Name: _____ Date: _____

EXHIBIT C
ACKNOWLEDGMENT OF NO WORKERS' COMPENSATION
INSURANCE AND RELEASE

WAYWARD JOURNEY, a California non-profit public benefit corporation, ("Organization") agrees, represents and warrants as follows:

1. That the Organization has entered into a Memorandum of Understanding ("MOU") with the City of Grass Valley ("City") for the provisions of certain animal shelter activities. A condition of the MOU is the provision, by Organization, of workers' compensation insurance for the Organization's employees while carrying out the animal shelter activities under the MOU.
2. That neither the Organization nor any of its officers, directors or principals shall ever use, retain, employ or obtain the assistance of any person hired by the Organization as an employee while engaged in animal shelter activities under the MOU.
3. That because the Organization shall not retain employees for engaging in animal shelter activities under the MOU, the Organization does not intend to secure workers' compensation insurance.
4. That if at any time during its engagement in animal shelter activities under the MOU, the Organization employs an employee to perform any or all of Organization's responsibilities, the Organization shall, in writing, immediately notify the City of such employment, and with such notification, the Organization shall supply to the City satisfactory evidence of workers' compensation insurance.
5. That the Organization and each of its officers, directors, principals and/or owners indemnify, release and hold the City harmless from any and all injuries, damages, costs, attorneys fees, expenses and liabilities of any sort caused to persons or property arising out of or related to Organization's failure to comply with the terms of this Exhibit C, Acknowledgement and Release.
6. That the undersigned are authorized to make this agreement and warranty on behalf of themselves and the Organization.
7. That the undersigned personally guarantee the obligations contained hereinabove.

[Signature page follows]

We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

ORGANIZATION

Wayward Journey

By: _____
Signature

Dated: _____

Printed: _____

Title: _____

By: _____
Signature

Dated: _____

Printed: _____

Title: _____