

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
CELL DOGS, INC.
FOR THE PROVISION OF
DOG TRAINING SERVICES AT ORANGE COUNTY SHERIFF’S DEPARTMENT
CORRECTIONAL FACILITIES

This Memorandum of Understanding, hereinafter referred to as “MOU,” entered into this ___ day of _____, 2022, which date is stated for purposes of reference only, is by and between Cell Dogs, Inc., a Maine based non-profit corporation, with subsidiary programs in the State of California, herein referred to as “CONTRACTOR” and the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting through the Orange County Community Resources/Animal Care Services, hereinafter referred to as “OC Animal Care,” and the Orange County Sheriff’s Department. This MOU shall be administered by the County of Orange Sheriff, hereinafter referred to as “ADMINISTRATOR.” CONTRACTOR, COUNTY, ADMINISTRATOR, and OC Animal Care may be referred to collectively hereinafter as “the parties.”

RECITALS:

WHEREAS, CONTRACTOR operates a dog training program for sheltered dogs and inmates located at various minimum to maximum-security Correctional Facilities;

WHEREAS, CONTRACTOR has offered to conduct its dog training program at Orange County Sheriff’s Department Correctional Facilities, at no cost to COUNTY;

WHEREAS, OC Animal Care provides housing and veterinary services for impounded animals, at its facility located at 1630 Victory Road, Tustin, California;

WHEREAS, OC Animal Care and the Orange County Sheriff’s Department wish to collaborate with CONTRACTOR to continue operating their dog training services program for selected jail inmates.

WHEREAS, COUNTY has accepted CONTRACTOR’S offer to provide dog training services in accordance with the terms and conditions set forth in this MOU.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1.0 TERM

1.1 The term of the MOU shall be for a three (3) year-period commencing upon Board approval and all necessary signatures, and ending September 30, 2025, and shall be subject to the termination provisions under Sections 14.0 and 15.0 herein.

1.2 This MOU may be renewed for one (1) additional two (2) year period upon mutual written agreement of both parties.

2.0 PROGRAM OBJECTIVES

2.1 Target Population

Inmates sentenced to at least 90 days in county jail and meet the security requirements to participate.

2.2 Overall Objectives

CONTRACTOR shall provide services that teach life skills to county inmates serving commitments within Orange County Sheriff's Department Correctional Facilities by socializing dogs for outside adoption and potential service dog training, as well as:

- 2.2.1 To rehabilitate county inmates through dog training by teaching life skills and vocational skills;
- 2.2.2 To provide tools for county inmates to understand behaviors and communicate effectively without having to resort to aggression or violence;
- 2.2.3 To provide skills that will contribute to the successful transition of the county inmates from incarceration to community reentry;
- 2.2.4 To participate in a collaborative approach for assisting county inmates in making positive changes in their lifestyles with long-term benefits;
- 2.2.5 To achieve reduced rates of re-offending and incarceration.

3.0 STAFFING AND DESCRIPTION OF SERVICES

3.1 CONTRACTOR shall provide the following services at no cost to COUNTY:

3.1.1 Training Administrator

- 3.1.1.1 Cell Dogs has sole responsibility for selecting the dogs for the program.
- 3.1.1.2 Screen and select canine candidates from OC Animal Care and other local shelter and rescue organizations.
- 3.1.1.3 Contractor to submit background check requests for all staff assigned to perform services under the MOU, as well as submit updated background check requests to renew clearances if and when needed.

3.1.1.4 In conjunction with staff from Orange County Sheriff's Department, match county inmates with canine candidates;

3.1.1.5 Conduct an initial four (4)-week training period with selected county inmates in a group or classroom setting, as set forth in Exhibit 1.0 attached hereto and incorporated herein by reference;

3.1.1.6 Upon successful completion of the initial four (4)-week training period, continue with a subsequent 8-10 week training period with selected county inmates and canine candidates in a group or classroom setting, as set forth in Exhibit 2.0 attached hereto and incorporated herein by reference; and

3.1.1.7 Upon successful completion of both Phase I and Phase II training periods:

3.1.1.7.1 Certify canine candidates as adoptable to the general public through Cell Dogs, Inc.

3.1.2 Clearance of Patented or Copyrighted Materials

Unless otherwise expressly provided in this MOU, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted material in the performance of this MOU. CONTRACTOR warrants that the use of any program name, and/or service provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that it shall indemnify, defend, and hold COUNTY and county indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties, and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

3.2 ADMINISTRATOR, shall:

3.2.1 Designate a Project Manager to:

3.2.1.1 Supervise and manage program implementation onsite;

3.2.1.2 Advise CONTRACTOR'S Training Administrator of eligible participants for program;

3.2.1.3 Designate correctional officers to work with CONTRACTOR'S Training Administrator, as needed;

3.2.1.4 Provide all necessary supplies for the program, obtained through charitable contributions/donations;

3.2.1.5 Have all participants sign a voluntary consent form prior to participating in the Cell Dog program;

3.2.1.6 Ensure background checks have been performed on each CONTRACTOR staff assigned to perform services under this MOU;

3.2.1.7 Assure: (i) CONTRACTOR staff will be supervised or in a group setting at all times; (ii) at no time will CONTRACTOR staff be alone with any county inmates; and

3.2.1.8 Provide additional support to CONTRACTOR'S Training Administrator.

3.3 OC Animal Care shall:

3.3.1 Provide access to canine candidates (dogs) for the purpose of fulfilling the program objectives of this MOU. CONTRACTOR may select participant dogs from among the candidates provided by OC Animal Care, at the discretion of OC Animal Care. OC Animal Care may limit the number of dog candidates, to be discussed with the CONTRACTOR, or the number of holding days allowed, when CONTRACTOR is evaluating dogs for possible program selection. The dog candidates shall remain property of OC Animal Care during the length of the program. In the event a dog cannot complete the program, at the request of CONTRACTOR or the Orange County Sheriff's Department, the dog shall return to OC Animal Care at no cost to any Party.

3.3.2 Provide additional support to CONTRACTOR'S Training Administrator;

3.3.3 Provide all medical needs for the dogs during the length of the program.

3.3.4 Administer the future adoption of the dog candidates

4.0 SERVICE MANAGEMENT

4.1 Lead Agency Role of Orange County Sheriff's Department

The Orange County Sheriff's Department Inmate Services Manager for Correctional Programs shall act as Project Manager for ADMINISTRATOR in coordinating the provision of services herein. The Project Manager shall provide supervision and management direction in areas relating to policy, informational and procedural requirements for the services provided herein.

5.0 PROGRAM COORDINATION AND REPORTING

5.1 Program Coordination

5.1.1 Individual activities of CONTRACTOR personnel shall be coordinated in accordance with applicable program direction and procedures, and to the extent such direction and procedures do not conflict with the policies of their employing agencies; and

5.1.2 CONTRACTOR and designated staff of Orange County Sheriff's Department and OC Animal Care will work together as a team, with each member supplementing and enhancing the efforts of every other team member. Coordination and communication will be ongoing during the days that team members are at work.

5.2 Program Reporting Requirements

5.2.1 The parties agree to establish and maintain procedures for gathering and retrieving data generated by their participation in the program. Such documentation shall be in a form and substance that will enable Orange County Sheriff's Department staff to prepare progress reports, as follows:

5.2.1.1 Semiannual progress reports that describe program activities, and a summary achieving the goals and objectives of this MOU, within thirty (30) days after the end of the session.

6.0 CONFIDENTIALITY

- 6.1 The parties shall maintain the confidentiality of all their records in accordance with all applicable Federal, State and local laws, regulations, ordinances, and directives relating to confidentiality.
- 6.2 All records and information concerning any and all matters referred to the parties in connection with CONTRACTOR, shall be considered and kept confidential by the parties and their respective staff, agents, employees, and volunteers to the extent permitted by law.
- 6.3 Information obtained by the parties in the performance of this MOU shall be treated as strictly confidential and shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.

7.0 EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this MOU meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain from all employees and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulation including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees and subcontractors for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this MOU.

8.0 OWNERSHIP RIGHTS: NON-USE OF A PARTY'S NAME

Each party acknowledges that the other party owns proprietary designs, names, trademarks, logs, and similar right with respect to its business or operation (collectively, "the Rights"). Unless otherwise agreed by the party owning such Rights, the other party is not authorized to use any Rights of the owning party. In the event that such authorization is granted, upon termination of this MOU, each party shall immediately cease further use of all Rights owned by the other party and shall either remove or destroy all material related to such Rights.

In the course of this MOU or thereafter, neither CONTRACTOR, nor COUNTY, shall use or permit the use of the other party's name, name of their respective subsidiary, or affiliate, in any advertising, promotional materials or other marketing materials, without the written consent of the other party.

9.0 MODIFICATIONS

Any modifications to this MOU shall be made in writing, with mutual consent of the parties. No addition to, or alteration of, the terms of this MOU, shall be valid unless made in the form of a written amendment to this MOU, which is formally approved and executed by the parties.

10.0 GOVERNING LAW; COMPLIANCE WITH LAW

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

CONTRACTOR'S staff participants agree to comply with the National, State, and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuring standards which may be forthcoming. These requirements include but are not limited to monitoring for compliance with the PREA, and reporting incidents of sexual misconduct between inmates and/or staff to ADMINISTRATOR.

11.0 OWNERSHIP OF DOCUMENTS

COUNTY has permanent ownership of all directly connected and derivative material produced under this contract by CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of COUNTY and may be used by COUNTY as it may require without additional cost to COUNTY. None of the documents, reports and other incidental or derivative work or furnished material shall be used by CONTRACTOR without the express written consent of COUNTY. CONTRACTOR maintains ownership of all documentation that is developed by their organization and brought into Orange County Sheriff's Department for the purpose of training the Program participants.

12.0 INDEPENDENT CONTRACTOR

12.1 CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR, regardless of whether such persons are working on a paid or volunteer basis, shall be considered an agent or an employee of COUNTY, or a volunteer for the COUNTY, while working under this MOU. Neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

12.2 Assignment/Subcontracting:

No performance of this MOU or any portion thereof may be assigned by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this MOU without the express written consent of COUNTY shall be null

and void and shall constitute a breach of the terms of this MOU. In the event of such a breach, this MOU may be terminated forthwith.

No performance of this MOU or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of ADMINISTRATOR. Any attempt by CONTRACTOR to subcontract any performance of the terms of this MOU without the express written consent of ADMINISTRATOR shall be null and void and shall constitute a breach of the terms of the MOU. In the event of such breach, this MOU may be terminated forthwith.

In the event that ADMINISTRATOR should consent to subcontracting, each and all of the provisions for this MOU and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties, the terms of this MOU shall prevail over those of any such subcontract.

In the event that CONTRACTOR is allowed to subcontract, the COUNTY shall look to CONTRACTOR for the results of its sub-tier. CONTRACTOR agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of CONTRACTOR. No subcontracts shall alter in any way any legal responsibility of CONTRACTOR to COUNTY.

In the event that ADMINISTRATOR should consent to subcontracting, CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Orange. All representations and warranties shall inure to the benefit of the County of Orange."

13.0 MUTUAL INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies of which COUNTY'S Board of Supervisors acts as the governing board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this MOU.

COUNTY agrees to indemnify, defend, and hold CONTRACTOR harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this MOU.

If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14.0 INSURANCE

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand, or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage**Minimum Limits**

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents, and employees* as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interest's clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

15.0 TERMINATION

Either party may terminate this MOU, with or without cause, upon thirty (30) calendar days' written notice to the other party without penalty.

16.0 NON-DISCRIMINATION

16.1 In the performance of this MOU, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall adhere CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

16.2 Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, CONTRACTOR shall not discriminate in the provision of services on the basis of race, color, national origin, disability, or age.

17.0 NOTICES

Any and all notices, requests, demands, and other communications related to services under the terms of this MOU shall be in writing, except for the parties' routine exchange of information and cooperation during the term of the services, and shall be addressed as follows:

COUNTY

Orange County Sheriff's Department Inmate Services Division
1530 S. State College Blvd
Anaheim CA 92806

OC Animal Care
Community Outreach / Public Information Office
1630 Victory Road
Tustin, CA 92782

CONTRACTOR

Cell Dogs, Inc.
Attention: Janette Thomas
P.O. Box 23148
Santa Ana, CA 92711-3148

18.0 NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

CONTRACTOR shall report to ADMINISTRATOR, in writing within twenty-four (24) hours of occurrence, the following:

- a. Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the COUNTY and/or ADMINISTRATOR.
- b. Any third-party claim or lawsuit filed against the COUNTY and/or ADMINISTRATOR arising from or relating to services performed by CONTRACTOR under this MOU.
- c. Any injury to an employee of CONTRACTOR that occurs on ADMINISTRATOR property.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of ADMINISTRATOR'S property, monies, or securities entrusted to CONTRACTOR under the term of this MOU.

In the event ADMINISTRATOR and/or CONTRACTOR receives any complaint that a CONTRACTOR staff participant, inmate and/or ADMINISTRATOR employee has violated the law, procedures or policy stated in this MOU or otherwise applicable to CONTRACTOR, staff shall immediately notify ADMINISTRATOR'S Project Manager or designee and CONTRACTOR. At ADMINISTRATOR'S option, an investigation may be conducted into any allegation that any CONTRACTOR staff participant, inmate and/or ADMINISTRATOR employee has violated any law, procedure or policy as described herein or otherwise applicable to them as a matter of law. At ADMINISTRATOR'S option, a CONTRACTOR staff participant may be removed from providing services under this MOU while any such investigation is pending and may remain removed if the allegations are confirmed following by the investigation. ADMINISTRATOR agrees that CONTRACTOR may request that an inmate and/or ADMINISTRATOR employee against whom an allegation which has violated a law, procedure or policy may be removed from the program while an investigation is pending and may remain removed from the program if the allegations are confirmed.

ADMINISTRATOR shall have exclusive authority to conduct an investigation into such matters and to determine the extent of the investigation necessary. The results of any such investigation shall be final, with

no right to appeal a determination that a CONTRACTOR staff participant will remain removed from the program. Inmates and/or employees will have rights of grievance and/or appeal as provided under law, regulation and/or MOU. CONTRACTOR may have access to the records of any such investigation as allowed by law.

All notices, requests, claims, correspondence, reports, statements authorized or required by this MOU, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the address in 17.0 (Notices).

All notices shall be deemed effective when provided in writing, either through email or U.S. mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

19.0 CONFLICT OF INTEREST

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this MOU, employ any County employee for any purpose.

(Signature page follows)

IN WITNESS WHEREEOF, the parties hereto have executed this Memorandum of Understanding in the County of Orange, State of California.

COUNTY OF ORANGE

*** CELL DOGS, INC.**

BY: _____
Chair of the Board of Supervisors
Orange County, California

BY: Janette R. Thomas
TITLE: Executive Director

DATED: _____

DATED: Sept. 12, 2022

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THIS BOARD PER G.C. SEC. 25103, RESO 79-1535

BY: _____

NAME AND TITLE: _____

ATTEST:

DATED: _____

Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

RECOMMENDED FOR APPROVAL OC ANIMAL CARE DEPARTMENT

RECOMMENDED FOR APPROVAL ORANGE COUNTY SHERIFF'S DEPARTMENT

BY: _____
Dylan Wright
Director, OC Community Resources

BY: _____
Donald Barnes
Sheriff-Coroner

DATED: _____

DATED: _____

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL, ORANGE COUNTY, CALIFORNIA

BY: Elizabeth A. Pejeau
DEPUTY

DATED: September 13, 2022

*Vendors that are **corporations**, signature requirements are as follow:
One signature by the chairman of the Board, the President or any Vice President, and
One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer
*Vendors that are **not corporations**, the person who has authority to bind the Vendor to a contract must sign on one of the lines above.