

AGREEMENT

BETWEEN THE CITY OF SALINAS AND THE COUNTY OF MONTEREY REGARDING ANIMAL CONTROL SERVICES ADMINISTRATION

This Agreement is a Revised and Restated Memorandum of Agreement (MOA), now referred to as "Agreement," and is made and entered into by and between the City of Salinas, a California charter city and municipal corporation hereinafter referred to as the "City" and the County of Monterey, a political subdivision of the State of California hereinafter referred to as the "County." The City and the County may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties."

WHEREAS, the City and the County first entered into a Memorandum of Agreement regarding the Animal Control Services Administration Pilot Project on November 7, 2017 (the "Original MOA"), for the purpose of establishing a pilot program for the mutual benefit of the City and the County to combine animal control management services under one agency instead of their respective agencies; and

WHEREAS, the Original MOA was later amended three times (April 2, 2019; February 25, 2020; and July 1, 2021) in order to, among other things, further define the roles and the responsibilities of the City and the County in their efforts to combine animal control management services and to extend the term of the Original MOA (collectively the "Amended MOA"); and

WHEREAS, in April of 2020 in response to the COVID-19 federal, state, and local state of emergency, the Parties entered into an emergency Memorandum of Understanding ("COVID-19 MOU") authorizing both Parties to work in the County facility, during the COVID-19 health pandemic; and

WHEREAS, the Parties, under the COVID-19 MOU, continue to successfully work in one facility and have continued to provide essential services to the animals and residents of Salinas and Monterey County during the COVID-19 health pandemic; and

WHEREAS, the Amended MOA is set to expire on December 31, 2021 and the City and the County are in agreement that they should continue operating combined animal control management services through an agreement for services while continuing to work on establishing a formal Joint Powers Agency.

NOW, THEREFORE, in mutual consideration of the covenants, terms, understandings, and conditions set forth herein, the Parties agree as follows:

1. Scope of Services. The County shall provide animal control administrative services for the City and the County ("Consolidated Services") all as more specifically defined in Exhibit A, attached hereto and incorporated herein by this reference.

2. **Term.** The term of this Agreement shall begin on January 1, 2022 and shall remain in effect for a total of twelve (12) months, unless extended or shortened by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time by providing 90 days advance written notice to the other Party.

3. **Payment.** The City agrees to pay, and the County agrees to accept, as full and fair consideration for the County's performance of the Consolidated Services and costs associated therewith during the term of this Agreement, a total amount not to exceed \$665,000. The County shall submit to the City an invoice, on a quarterly basis, that represents the County's actual costs for providing the Consolidated Services. The invoice shall include any vendor or other shared costs for Consolidated Services. Any such invoices shall be in full accord with applicable provisions of this Agreement. The City shall make payment on such invoices within 30 days of receipt.

4. **Administration of Animal Services.** The Police Chief, or his/her designee, shall act as the City's representative with respect to the Consolidated Services to be provided under this Agreement. The Police Chief or his/her designee shall have the authority to transmit instructions, receive information, and interpret and define the City's policies and procedures regarding animal services. The City may unilaterally change the City's representative and shall provide written notice of such change to the County.

The County Animal Services Administrator ("Administrator") shall act as the County's representative with respect to the Consolidated Services to be provided under this Agreement. The Administrator shall have complete authority to transmit instructions, receive information, and interpret and define the County's policies and procedures regarding animal services. County will, in good faith, seek the input of the City on any proposed change to the Administrator and shall provide written notice proposed change to the City, the County retains sole and final discretion regarding the hiring, firing, and/or substitution of the Administrator.

5. **Indemnification.** Except as may otherwise be specifically provided for in this Agreement, and in lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code section 895.6, the Parties agree that each Party shall be responsible for the negligent acts, omissions, or willful misconduct of its officers, agents, employees, and representatives, and that neither Party shall be responsible for the negligent acts, omissions, or willful misconduct of the officers, agent, employees, and representatives of the other. Each Party shall, to the extent authorized by law, be exclusively liable for any and all damages sustained as the result of the negligent acts, omissions, or willful misconduct of its officers, agents, employees, or representatives. Each Party therefore agrees to defend, hold harmless, and indemnify the other Party against any and all claims, demands, suits, judgments, expenses, and costs of every kind, insofar as it may legally do so, on account of any damage or

loss arising out of that agency, its officers, agents, employees, and representatives. Each Party is responsible for its own Workers' Compensation claims and hereby waives Workers' Compensation rights of subrogation against the other Party. These mutual indemnity claims survive the termination of this Agreement and extend to the end of the statute of limitations period applicable to claims arising out of this Agreement.

6. Insurance. The Parties are each political subdivisions of the State of California that are either self-insured, participate in an insurance consortium, or purchase excess coverage for all forms of legal liability, and each has and maintains, at its sole cost and expense, Workers' Compensation and general liability insurance. Prior to the performance of services under this Agreement, each Party shall provide the other, upon request, with a certificate or letter of self-insurance evidencing such coverage. The insurance maintained under this section shall not limit the indemnity obligations of either Party as set forth above, and the failure to maintain said insurance coverage shall constitute a material breach of this Agreement. The County shall have sole responsibility for insurance coverage of the Administrator and its employees providing services under this Agreement; the City shall have sole responsibility for insurance coverage for its employees providing services under this Agreement.

7. Independent Contractor Status of Employees. The personnel performing services under this Agreement on behalf of the County shall at all times be under the County's exclusive direction and control. The personnel performing services under this Agreement on behalf of the City shall at all times be under the City's exclusive direction and control. Neither the City, nor any of its officers, employees, or agents shall have control over the conduct of the Administrator or any other County personnel. Neither the County, nor any of its officers, employees, or agents shall have control over the conduct of any City personnel.

8. Dispute Resolution. In the event of a dispute arising out of the performance of this Agreement, each of the Parties may send a written notice of dispute to the other Party. Within 15 working days of receipt of such notice, the notified Party shall respond and agree to a meeting to negotiate a resolution, or procedure for resolution, of the dispute.

9. Further Assurances. The City and the County each agree to cooperate with one another and to execute such other documents and to take whatever additional action may be necessary and proper to effectuate this Agreement.

10. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

12. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

13. Integration and Agreement. This Agreement represents the entire understanding of the City and the County as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing and duly executed by authorized representatives of the Parties.

14. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California. Venue of litigation arising from this Agreement shall be in the Superior Court of the State of California.

15. Notices. Any notices to be given to the Parties hereunder shall be addressed as follows (until notice of a different address is given to the Parties):

City of Salinas


City Manager
200 Lincoln Avenue
Salinas, California 93901

County of Monterey

County Administrative Officer
168 W. Alisal Street
Salinas, California 93901

IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Agreement as set forth below:

CITY OF SALINAS

DocuSigned by:

E554E94F4CE64C8...

Kimbley Craig, Mayor

12/15/2021 | 4:34 PM PST

Date

APPROVED AS TO FORM:

DocuSigned by:
Chris Callihan
DF600E62871844E...

12/15/2021 | 3:26 PM PST

Christopher A. Callihan, City Attorney

Date

ATTEST:

DocuSigned by:
Patricia Barajas
5BE31EC636A6432...

12/15/2021 | 3:27 PM PST

Patricia M. Barajas, City Clerk

Date

COUNTY OF MONTEREY

DocuSigned by:
Elsa Mendoza Jimenez
C7A30BA59CA8423...

12/16/2021 | 5:16 PM PST

Elsa Jimenez, Director of Health

Date

APPROVED AS TO FORM:

DocuSigned by:
K
16878463697F46B...

12/15/2021 | 4:44 PM PST

Katherine A. Hansen, Deputy County Counsel

Date

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
Joey Nolasco
F60C442ED06B437...

12/16/2021 | 3:55 PM PST

Auditor-Controller

Date

EXHIBIT A – CONSOLIDATED SERVICES

Consolidated Services are defined as described to include, but not be limited to, the following:

1. Animal Services Administrator. The County will provide an Animal Services Administrator (Administrator) for the provision of Consolidated Services for the City and the County consistent with the job description for the Animal Services Administrator position, attached hereto as Attachment 1. The Administrator shall receive general direction from the County Director of Health or designee. The Administrator shall provide overall direction, management, and control regarding the provision of Consolidated Services. The Administrator shall provide direct management and control of County personnel with respect to such services. The City shall have direct management and supervision of City personnel with respect to such services. The County/City shared staffing cost of this position is County 55% and City 45%.

2. Animal Services Supervisor. The County will provide an Animal Services Supervisor who shall assist the Administrator in the provision of Consolidated Services and who will be dedicated to oversight of City of Salinas operations. The Animal Services Supervisor will take general direction from the Administrator for the day-to-day oversight of City of Salinas operations and will provide feedback to the Chief of Police or his/her designee with respect to employee performance. The County/City shared staffing cost of this position has been County 15% and City 85% and shall be through the term of this Agreement.

3. Education/Volunteer Coordinator. The County will provide an Education/Volunteer Coordinator who shall assist the Administrator in the provision of Consolidated Services and who will be tasked with developing and implementing a comprehensive Education and Volunteer Program for both the City and the County Animal Services operations. The Education/Volunteer Coordinator will take general direction from the Animal Services Administrator. The County/City shared staffing cost of this position has been County 50% and City 50% and shall be through the term of this Agreement.

4. Animal Care Technician. The County will provide one Animal Care Technician to perform animal care-related duties for the City. The Animal Care Technician will take general direction from the Animal Services Supervisor. The County/City shared staffing cost of this position has been County 0% and City 100% and shall be through the term of this Agreement.

5. Veterinarian. The County will provide a Veterinarian who shall assist the Administrator in the provision of Consolidated Services and will provide veterinary duties for both City and County animals at the County shelter veterinary clinic. The Veterinarian will take general direction from the Administrator. The County/City shared staffing cost of this position has been County 50% and City 50% and shall be through the term of this Agreement.

6. Registered Veterinary Technician. The County will provide a Registered Veterinary Technician who shall assist the Veterinarian in the provision of Consolidated Services. The Registered Veterinary Technician will take general direction from the Animal Services Supervisor. The County/City shared staffing cost of this position has been County 50% and City 50% and shall be through the term of this Agreement.

7. Outside Vendors. The County uses the services of outside vendors to support its Animal Services operations including but not limited to dead animal disposal and cooler maintenance, animal licensing and micro-chipping, software and software management, and medical waste disposal. All vendor services costs related to Consolidated Services will be shared between the City and the County based upon measurable animal intake jurisdiction unless agreed to otherwise between both parties. Outside vendor services will be at the direction of the Administrator.

- a. Animal Licensing. The County will maintain licensing services for Salinas residents, with Salinas fees and license tags. The County will keep record of all Salinas animal licensing and all Salinas licensing revenue collected by the County will be paid to the City on a quarterly basis.
- b. Other revenue. Other revenue as collected by County for City services will be paid to the City on a quarterly basis, which may include adoption fees, reclaimed animal fees, and quarantine fees.

8. All services provided through this Agreement shall be provided at the County's animal services facility located at 160 Hitchcock Road. All animals will be housed at the County facility and the City facility (144 Hitchcock Road) will be non-operational, unless the City determines it is necessary to use the City facility due to an emergency. City personnel will work out of the County facility instead of out of the City facility for the term of this Agreement and the County will provide work spaces for each of the City personnel.