



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14241

Upon motion of Supervisor Alejo, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

Approved and authorize the Director of the Health Department or Assistant Director of the Health Department, on behalf of Monterey County, to sign a non-standard Agreement with the City of Salinas with a term from execution to June 30, 2019 for the County to provide spay and neuter veterinary services to the City.

PASSED AND ADOPTED on this 26th day of February 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting February 26, 2019.

Dated: February 26, 2019
File ID: A 19-010

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



Monterey County

168 West Alisal street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Report

Legistar File Number: A 19-010

February 26, 2019

Introduced: 2/7/2019

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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RECOMMENDATION:

It is recommended that the Board of Supervisors:

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DISCUSSION:

On November 22, 2017, a Memorandum of Agreement between the County and the City of Salinas was executed for an Animal Services Administrator to consolidate services for the City and County. This was intended as the first step towards further consolidation of City and County animal services for mutually beneficial purposes, with a possibility of a Joint Powers Authority being created to efficiently serve the residents of the City and unincorporated County. As part of these efforts, the Health Department presents this Agreement for veterinary services for Board approval.

This activity supports the Monterey County Health Department 2018-2022 Strategic Plan initiative: 2) Enhance community health and safety by through prevention. It also supports one of the ten essential public health services, specifically: 6) Enforce laws and regulations that protect health and ensure safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel-Risk Management has reviewed and approved this Agreement as to form and legality. The Auditor-Controller's Office has reviewed and approved this Amendment as to Fiscal Provisions.

FINANCING:



Monterey County Board of Supervisors

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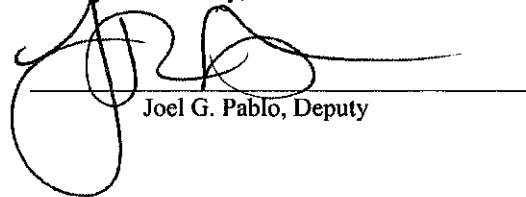
NOES: None

ABSENT: None

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FINANCING:

AGREEMENT AMENDMENT BOARD REPORT FOR PRE-APPROVAL

Vendor Name: City of Salinas [Moco is vendor]

Title/Brief Description of Document: Agmt for MoCo vet services to City

Originating Dept.: Health/AS Dept. Contact WITH Phone #: Rob X 8979 or Cindy X 8796

This Agreement or Amendment requires Board Approval: Yes No

This Agreement requires an MYA: Yes No

AGREEMENT TYPE

<input type="checkbox"/> RQNSA – Standard Agreement	<input checked="" type="checkbox"/> RQNNS – Non-Standard Agreement
<input type="checkbox"/> RQNIT – ITD Standard Agreement	<input type="checkbox"/> RQNIN – ITD Non-Standard Agreement
<input type="checkbox"/> RQNPB – Pre-Board Standard Agreement	<input type="checkbox"/> Non-Standard Board Agreement (Not to be tracked within RQN)
<input checked="" type="checkbox"/> Insurance & Endorsement Current	<input checked="" type="checkbox"/> VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

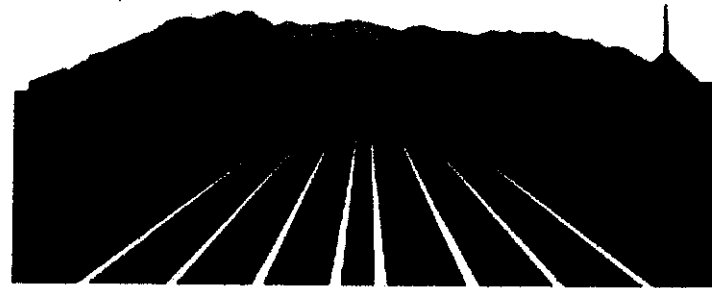
Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)		N/A	
2nd	County Counsel (required)		Click here to enter text.	1/30
3rd	Risk Management (non-standard insurance and/or indemnity provisions)		N/A	
4th	Auditor-Controller (required)			2/19
5th	Contracts/Purchasing (required)			
	Return to Originating Department Instructions		Please deliver to Your Name / Ext	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: *

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND
COUNTY OF MONTEREY



SALINAS

RICH IN LAND | RICH IN VALUES

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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND THE COUNTY OF MONTEREY**

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this ____ day of _____, 2019, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **County of Monterey**, a California municipal corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant's services are described in **Exhibit B**, attached hereto and incorporated herein by reference.

2. **Term; Completion Schedule.** This Agreement shall commence on January ____, 2019 and shall terminate on June 30th, 2019, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation set forth in **Exhibit C**. The total amount of compensation to be paid under this Agreement shall not exceed **thirty thousand dollars (\$30,000)**.

4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant's bills shall include the following information to which such services cost or pertain:
 - (A) A brief description of services performed;
 - (B) The date the services were performed;
 - (C) The number of hours spent and by whom;
 - (D) A brief description of any costs incurred; and
 - (E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Meet & Confer.** Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Ray Corpus, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and

decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Mutual Indemnification and Hold Harmless.** Each Party shall defend, indemnify, and hold harmless the other Party, including each of their respective officers, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

11. **Insurance.** Both the City and Consultant are self insured. Prior to the commencement of the Agreement, both the City and the Consultant shall provide each other with a "Certificate of Insurance" certifying coverage [Exhibit A]. Both parties shall maintain such coverage throughout the term of the Agreement.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Assignment.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. **Changes to Scope of Work.** City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Consultant's rates shown in **Exhibit C** of this Agreement. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Mutual Termination/Termination.

(A) During the terms of this Agreement, the City or Consultant may terminate the Agreement for any reason by giving written notice of termination to the other at least (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination.

- (1) The City or Consultant may cancel and terminate this Agreement for good cause immediately upon written notice to the other. "Good cause" includes the failure of either party to perform the requirements and responsibilities noted for each party and at a time and in the manner provided under this Agreement.
- (2) The City's payments to the Consultant under this Agreement may be funded by local, state, and federal governments. If funds from local, state, and federal sources are not obtained and continued at a level sufficient to allow for the City's purchase of the indicated quantity of services, then the City shall give written notice of this fact to the Consultant, and the obligations of the parties under this Agreement shall terminate immediately unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in Exhibit B and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. **Exhibits Incorporated.** All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between and of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. **Independent Contractor.** It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. **Integration and Agreement.** This Agreement represents the entire understanding of City and Consultant 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 signed by both parties.

21. **Jurisdiction.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. **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.

23. **Notices.**

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

Chief of Police
City of Salinas
222 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Monterey County Health Department
Elsa Jimenez, Director of Health
1270 Natividad Road
Salinas, CA 93906
(831) 755-4509

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion,

ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. **Conflict of Interest.** Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. **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.

27. **Attorneys' Fees.** In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. **Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. **Rights and Obligations Under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. **Licenses.** If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. **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.

32. **Legal Representation.** Each party affirms that it has been represented by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other

party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. **Joint Representation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. **No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

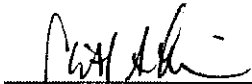
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS



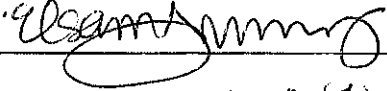
Adele H. Fresé
Chief of Police

APPROVED AS TO FORM:



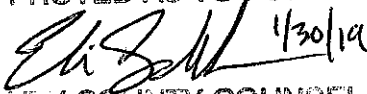
Christopher A. Callihan
City Attorney

CONSULTANT



By (Printed Name): Elsa M. Jimenez
Its (Title): Director of Health

APPROVED AS TO FORM

 1/30/19

**COUNTY COUNSEL
COUNTY OF MONTEREY**

Reviewed as to fiscal provisions



Auditor-Controller
County of Monterey 2-1-19

Exhibit A

Insurance Requirements

Consultant Insurance

1. Monterey County is self-insured for the purposes of General Liability and Automobile Liability related to County Sanctioned services. The County maintains a reserve fund for cover occurrences within a self-insured retention level set by the Board and above the self-retention the County maintains a primary excess layer through the Princeton Excess & Surplus Lines Insurance Company with a master policy number N1A3RL0000095-02. The policy and its limits are inclusive of Employment Practice Liability, Errors and Omissions Liability, and property damage.
2. Through a joint powers authority agreement with other counties, the CSAC Excess Insurance Authority, the County has a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. The coverage is underwritten by Lloyd's of London and other insurers under master policy #EIAPPR-10-6.
 - The County is self-insured for purposes of Worker's Compensation with statutory limits.

Scope of Service

Pursuant to the terms of this Agreement, Consultant shall provide the following veterinary services to the City of Salinas:

1. Provide spay/neuter surgeries each week for animals housed at Salinas Animal Services. Days and number of surgery appointments will be at the discretion of the Veterinarian and Salinas Animal Services Supervisor.
 - a. Animals may include (but are not limited to) those that are adopted, going to be available for adoption (pre's), feral cats, owned animals (special cases) or animals otherwise deemed suitable for surgery.
2. Answer questions from Animal Services staff or Animal Services adopters as needed regarding post-surgery care for shelter animals spayed or neutered at MCAS.

Compensation

Pursuant to the terms of this Agreement, Consultant shall provide the veterinary services set forth in this Agreement to the City of Salinas based on the following fees:

1. Invoice the City based on clinic fees (section AA) as described in the Health Department – Environmental Health Bureau Animal Services Section fee schedule (attached).

EXHIBIT C

ARTICLE I.A
HEALTH DEPARTMENT – ENVIRONMENTAL HEALTH BUREAU
ANIMAL SERVICES SECTION

A.	License fees for dogs for the periods indicated	Fee
1)	1 month - 6 months	
	a) Unaltered	\$20.00 each
	b) Altered	\$10.00 each
2)	7 months - 1 year	
	a) Unaltered	\$45.00 each
	b) Altered	\$15.00 each
3)	13 months - 2 years	
	a) Unaltered	\$65.00 each
	b) Altered	\$20.00 each
4)	25 months - 3 years	
	a) Unaltered	\$75.00 each
	b) Altered	\$30.00 each
5)	License fees for altered dogs owned by citizens 60 years of age or older 1 month – 3 years	\$10.00 each
B.	Voluntary license fees for cats	
	1 month – 3 years	
	a) Unaltered	\$15.00 each
	b) Altered	\$10.00 each
C.	Late fees for failure to obtain a license	\$20.00 each
D.	Duplicate license tag	\$5.00 each
E.	License transfer fee	\$5.00 each
F.	Permits	
	Kennel (fees to cover all appropriate animals housed at kennel)	
1)	a) 1 to 5	\$125 year
	b) 6 to 10	\$190 year
	c) 11 to 20	\$315 year
	d) 21 to 30	\$440 year
	e) 31+	\$625 year
2)	Boarding Kennel (no animals actually owned by kennel)	
	a) 1 to 20	\$285 year
	b) 21 +	\$345 year
3)	Pet shop (offering animals for sale):	\$300 year
4)	Kennel & pet shops late fee	\$75 per permit

	Fee
5) Re-application for permit within 60 days after being denied a permit	50% of applicable fee
G. Shelter impound fees	
1) Dog or Cat redeemed at shelter	
a) 1st impound in a 1-year period	\$35.00 each
b) 2nd impound in a 1-year period	\$45.00 each
c) 3rd impound in a 1-year period	\$60.00 each
d) 4th impound in a 1-year period	\$125.00 each
e) 5th impound in a 1-year period	\$140.00 each
2) Other animals	\$50.00 hr/officer
if emergency	\$75.00 hr/officer
H. Shelter impound fines (Mandated by AB1856)	
1) Dog or cat--unaltered	
a) First impound fine	\$35.00 each
b) Second impound fine	\$50.00 each
c) Third impound fine	\$100.00 each
I. Field release back to owner	
1) Dogs must be licensed and cats have to have current rabies vaccination and wearing identification	
a) First impound in a 1-year period-- <u>altered only</u>	\$25.00 each
b) First impound in a 1-year period--unaltered	\$40.00 each
c) Second and subsequent field impounds not available--must redeem at shelter	
2) Other animals	\$50.00 hr/officer
if emergency	\$75.00 hr/officer
J. Rescue fees	
1) Non-emergency	\$50.00 hr
2) Emergency	\$75.00 hr
K. Boarding fees	
1) Dog or cat	\$15.00 day
2) Other animals	\$15.00 day plus actual costs of food
3) Quarantine/isolation	\$17.00 day
L. Home quarantine fees	
1) 10-day home quarantine	\$50.00 each
2) 14-day home quarantine	\$50.00 each
3) 30-day home quarantine	\$100.00 each
4) 180-day home quarantine	\$150.00 each

	Fee	
M. Adoption fees		
1) Dog	\$145.00	each
2) Cat	\$80.00	each
3) Rabbit	\$40.00	each
4) Hoofed livestock	\$50.00	each
N. Spay neuter deposit		
1) Dog – spay or neuter	\$75.00	each
2) Cat – spay	\$75.00	each
3) Cat – neuter	\$45.00	each
O. Rabies vaccination deposit or fee		
1) Dogs and cats	\$15.00	each
2) Other animals	\$15.00	each
P. Microchip implants and registration		
1) Chip implant	\$26.00	each
Q. Owned animals brought to shelter		
1) Dogs and cats	\$25.00	each
2) Litter with parent animal	\$50.00	litter
3) Litter without parent animal		
a) 2 to 5 animals	\$30.00	litter
b) 6 to 10 animals	\$55.00	litter
c) 11 animals and up	\$75.00	litter
4) Dead on arrival dogs and cats	\$5.00	each
5) Small animal	\$5.00	each
6) Hoofed livestock that can be accommodated at shelter	\$25.00	each
R. Owner requested euthanasia--fee for service		
1) Dogs		
a) Small to medium	\$45.00	each
b) Large to extra large	\$60.00	each
2) Cats	\$30.00	each
3) Litters	\$5.00	each animal
4) Small animal	\$5.00	each
5) Hoofed livestock that can be accommodated at shelter	\$75.00	each
S. Owned animal emergency assistance		
1) Dog/Cat during business hours	\$50.00	hr/officer
2) Dog/Cat after business hours	\$75.00	hr/officer
3) Other species that officer can handle	\$50.00	hr/officer
if emergency (2 hr. minimum)	\$75.00	hr/officer

	Fee
T. Animal trap rental	
1) Cat traps	
a) Refundable deposit	\$75.00
b) Daily (1 week maximum with prior arrangement)	\$5.00 day
2) Dog traps	
a) Refundable deposit	\$150.00
b) Daily (1 week maximum with prior arrangement)	\$5.00 day
U. Rabies testing	
1) Debraining/lab services	\$150.00 each
V. Reports and/or file copies	
1) Returned checks	\$25.00 each
2) Copy fee	\$0.12 sheet
W. Cart carriers	\$3.00 each
X. Dog leash	\$1.00 each
Y. Dangerous dog fee - potentially dangerous dog per Administrative Hearing Officer or Administrative Law Judge, as defined by Food & Agricultural Code Sections 31602-31603	\$200.00 year
Z. Nuisance abatement hearing	
1 hr. minimum--20 hrs. maximum	\$50.00 hr/officer per hearing
AA. Clinic fees	\$ 10.00 each
	<i>Flu treatment</i>
1) Dog spay	\$110.00 each
2) Dog neuter	\$100.00 each
3) Cat spay	\$85.00 each
4) Cat neuter	\$45.00 each
5) Additional fee if animal is in heat	\$15.00 each
6) Additional fee if animal is pregnant	\$25.00 each
7) Dewclaw removal (attached)	\$25.00 each
8) Dewclaw removal (pair-attached)	\$50.00 each
9) Dewclaw removal (unattached)	\$12.50 each
10) Dewclaw removal (pair-unattached)	\$25.00 each
11) Umbilical hernia	\$10.00 each
12) Ear mites procedure (clean ears)	\$10.00 each
13) Ear mite medication	\$12.50 each
14) Rabbit neuter or spay	\$25.00 each
15) FIV/FELV Test	\$15.00 each
16) Pain medication	\$10.00 per dose
17) Obese animal fee	\$25.00 min
18) Fvrccp	\$10.00 each
19) Da2pp	\$10.00 each
20) Tooth extraction	\$12.00 each

	Fee
21) Heartworm testing	\$20.00 each
22) Grooming/shaving	\$1.00 per minute
23) Unilateral retained testicle removal	\$35.00 each
24) Unilateral retained monorchid crypt	\$65.00 each
25) Bilateral crypt	\$97.00 each
26) Miscellaneous surgery (e.g. biopsy, bump removal) determined at time of surgery based on time and extent	\$2.00 per minute plus actual lab fees
AB. Class – may be offered in lieu of citation	\$100.00 per class

MEMORANDUM OF AGREEMENT
between
THE COUNTY OF MONTEREY
and
THE CITY OF SALINAS
regarding the
ANIMAL CONTROL SERVICES ADMINISTRATION PILOT PROJECT

This Memorandum of Agreement ("MOA") is between the County of Monterey ("County") and the City of Salinas ("City") hereafter collectively referred to as "Parties."

RECITALS

WHEREAS, County and City each have a duty and a responsibility to provide for animal control services pursuant to California and local law; and

WHEREAS, County and City have decided, for mutually beneficial purposes and on a pilot program basis, to combine animal control services administration management under an employee of one agency instead of their respective agencies each maintaining such an employee; and

WHEREAS, City is desirous of contracting with County for provision of animal control services administration management; and

WHEREAS, County is agreeable and capable of providing City with animal control services administration management as set forth herein; and

WHEREAS, County and City wish to explore further consolidation of animal services operations, including the creation of a Joint Powers Authority, and this agreement is an initial step;

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

TERMS

1. **Scope of Services**. County shall provide animal control administrative management for the City and County ("Consolidated Services"). Consolidated services are defined as described, but not limited to, the duties set forth in the job description for the Animal Services Administrator position, attached as "Exhibit A." Consolidated services further includes the duties identified in Item 6 of this MOA.

Consolidated Services will be provided by County to the City as follows:

- a. Subject to the payment provisions in section 2, below, County shall provide an Animal Services Administrator ("Administrator") for the provision of Consolidated Services for the

and define City's policies and procedures regarding animal services. City may unilaterally change the City's representative and shall provide written notice of such change to County.

5. **Independent Contractor Status of Employees.** The personnel performing services under this MOA on behalf of County shall at all times be under County's exclusive direction and control. The personnel performing services under this MOA on behalf of City shall at all times be under City's exclusive direction and control. Neither 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 the Animal Services Supervisor or any other City personnel.
6. **Additional Shared Animal Services.** The parties shall mutually continue to evaluate the feasibility of combining animal services, including the possible creation of a Joint Powers Authority, based upon but not limited to recommendations included in the feasibility study conducted by Management Partners, as follows:

County shall provide updates and analysis to City on the feasibility of combining additional animal services, including but not limited to, sharing software licensing, animal refrigeration equipment, and clinic space, on the estimated schedule set forth below.

County shall provide City with a draft operational implementation plan regarding the combination of animal services on the estimated schedule set forth below. It is the parties' intent that an operational implementation plan for additional shared animal services be in place by the end of the term of this MOA.

In furtherance of these duties, County shall meet monthly with the Police Services Administrator and such other personnel as the City may designate to discuss and assess progress on the operational implementation plan.

The obligations of the parties are subject to the following estimated schedule:

- (a) Within five (5) months from the beginning date of this MOA, County shall provide City with a written evaluation and recommendations regarding all opportunities for shared animal services;
- (b) Within eight (8) months from the beginning date of this MOA, County shall provide a written proposal for an operational implementation plan, such plan to identify next steps, effective dates, and needed resources to support implementation for additional shared animal services;
- (c) Within thirty (30) days, City staff shall evaluate the County's written proposal for an operational implementation plan and shall submit feedback and suggested revisions to the written proposal for an operational implementation plan to the County, in their discretion.
- (d) Upon reaching agreement with the County on the terms of an operational implementation plan, City staff shall submit it to the City Council for consideration and approval, in the City Council's sole discretion;
- (e) If the City Council approves the operational implementation plan for additional

AGAINST THE OTHER PARTY. THESE MUTUAL INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS MOU AND EXTEND TO THE END OF THE STATUTE OF LIMITATIONS PERIODS APPLICABLE TO CLAIMS ARISING OUT OF THIS MOA.

10. **Insurance.** 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 MOA, each Party shall provide the other, upon request, with a certificate or letter of self-insurance evidencing insurance 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 MOA. County shall have sole responsibility for insurance coverage of the Administrator and its employees providing services under this MOA; City shall have sole responsibility for insurance coverage for the Animal Services Supervisor and its employees providing services under this MOA.
11. **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 MOA.
12. **Counterparts.** This MOA 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.
13. **Severability.** If any part of this MOA 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 MOA shall continue to be in full force and effect.
14. **Integration and Agreement.** This MOA represents the entire understanding of City and 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 MOA may not be modified or altered except by amendment in writing and duly executed by authorized representatives of the Parties.
15. **Jurisdiction.** This MOA shall be administered and interpreted under the laws of the State of California. Venue of litigation arising from this MOA shall be in the Superior Court of the State of California, in the County of Monterey.
16. **Notice.** Any notice 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



Ray E. Corpuz, Jr.
City Manager

November 17, 2017
Date

Approved as to Form



Christopher Callihan
City Attorney

November 16, 2017
Date