

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

City and the County. The Administrator shall receive general direction from the County Director of Health or designee (DOH). The Administrator shall provide a minimum of 18 hours, per week, of administrative services on-site at the City of Salinas Animal Shelter located at 144 Hitchcock Road, Salinas, California. The Administrator shall work through the Police Services Administrator on communication of recommended ongoing Salinas Animal Shelter direction.

b. The DOH and Administrator will consult with the City of Salinas regarding the provision of Consolidated Services, and shall consider the recommendations regarding the provision of such services from the City in good faith.

c. The City shall provide a full-time Animal Services Supervisor who shall assist the Administrator in the provision of Consolidated Services.

d. The Administrator shall provide overall direction, management and control regarding the provision of Consolidated Services. The Administrator shall provide direct management and supervision of County personnel with respect to such services. The City shall have direct management and supervision of City personnel with respect to such services.

2. **Billing.** County shall submit to City an invoice, on a quarterly basis, that represents forty-five percent (45%) of the cost of the Administrator. Cost shall include salary, as determined by County personnel policies plus ordinary County employment benefits. Any such invoices shall be in full accord with applicable provisions of this MOA. City shall make payment on each such invoice within thirty (30) days of receipt. Administrator costs are estimated by the parties to equal up to \$266,220 over the initial term of this MOA, a period of 18 months, as provided in Section 3 below. The Administrator of this Pilot Project will receive an annual salary of up to \$120,000. The City's portion of the estimated cost, at forty-five percent, will amount to approximately \$119,800 over the 18-month term of this MOA.
3. **Term.** The term of this MOA begins after approval of the MOA by the Monterey County Board of Supervisors and the Salinas City Council, and on the date that the Administrator subsequently begins performance of his or her duties as mutually agreed upon by the parties. It shall remain in effect for a total of eighteen (18) months, unless extended or sooner terminated by mutual written agreement of the Parties. This MOA may be extended or shortened by written agreement of the Parties. Either Party may terminate this MOA at any time by providing 90-days written notice to the other Party.
4. **Administration of Animal Services.** The Administrator shall act as County's representative with respect to the Consolidated Services to be provided under this MOA. The Administrator shall have complete authority to transmit instructions, receive information, and interpret and define 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 City. However, irrespective of its obligation to seek such input from the City, the County retains sole and final discretion regarding the hiring, firing and/or substitution of the Administrator.

The Police Services Administrator shall act as City's representative with respect to the Consolidated Services to be provided under this MOA. The Police Services Administrator shall have the complete authority to transmit instructions, receive information, and interpret

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

shared City and County animal services, Administrator will bring the operational implementation plan to the County Board of Supervisors for consideration and approval, in the Board of Supervisors' sole discretion.

- (f) The Administrator will implement the Operational Plan as approved by both the County Board of Supervisors and the Salinas City Council.
- (g) If both the County Board of Supervisors and Salinas City Council approve an operational implementation plan combining City and County animal services, Administrator will provide quarterly program reports to the County Board of Supervisors and to the City Council on accomplishments to date, as provided in the approved Operational Implementation Plan.
- (h) The Operational Implementation Plan approved by the County Board of Supervisors and the Salinas City Council may include discussion of formation of a Joint Powers Authority. If so, the Operational Implementation Plan shall include the method and timing of transition of City and County animal services to the proposed Joint Powers Authority.

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

8. **Further Assurances**. City and County each agree to cooperate with one another and to execute such documents and to take whatever additional action may be necessary and proper to effectuate this MOA.

9. **Indemnification**. **EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED FOR IN THIS MOA, AND IN LIEU OF AND NOTWITHSTANDING THE PRO RATA RISK ALLOCATION WHICH MIGHT OTHERWISE BE IMPOSED BETWEEN THE PARTIES TO THIS MOA 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, AGENTS, 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 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):

COUNTY OF MONTEREY
County Administrative Officer
168 W. Alisal St. Salinas,
CA 93901-2439

Copy: County Counsel

CITY OF SALINAS
City Manager
200 Lincoln Avenue
Salinas, CA 93901

Copy: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as set forth below:

County of Monterey

Elsa Jimenez, Director of Health

Approved as to Form

Deputy County Counsel

Approved as to Fiscal Provisions

Auditor-Controller

Date

Date

Date

City of Salinas

Ray E. Corpuz, Jr.
City Manager

Date

Approved as to Form

Christopher Callihan
City Attorney

Date