

# **MEMORANDUM OF AGREEMENT BY AND BETWEEN HITCHCOCK ROAD ANIMAL SERVICES AND THE COUNTY OF MONTEREY**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into as of the date set forth below, by and between Hitchcock Road Animal Services, a Joint Powers Agency (Hitchcock, the JPA, and/or the Agency) and the County of Monterey, a political subdivision of the State of California (the County) (collectively, the parties). The purpose of this MOA is to clearly set forth the County's responsibilities with respect to the Agency and Agency operations to facilitate the success of the JPA and, by extension, the public.

## **RECITALS**

WHEREAS, the County established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, California, to shelter animals within the County's unincorporated areas;

WHEREAS, on January 1, 2023, the County and the City of Salinas formed Hitchcock Road Animal Services, a Joint Powers Authority intended to centralize and streamline animal services between the County and the City, share their animal services expertise, optimize expenditures in connection with animal services and related facilities, and provide life-saving aid, care, shelter, and support services for animals within the County and City of Salinas;

WHEREAS, the County and the City of Salinas have consolidated shelters and all animals that were being housed at the Salinas Shelter are now being housed at the former County Animal Services Center, now Hitchcock Road Animal Services Center;

WHEREAS, Hitchcock's Joint Exercise of Powers Agreement generally assigned certain responsibilities for day-to-day tasks to the County;

WHEREAS, Hitchcock and the County desire to more specifically delineate these responsibilities to facilitate better cooperation and outcomes for both the parties and the public.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS**

Section 1.1. Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

Section 1.11. Administrative Agency and/or Lead Agency means the jurisdiction that is directly responsible to the Board of Directors, and which is primarily responsible for the managerial oversight of the operation for the Agency.

Section 1.12. Agency and/or JPA means the Hitchcock Road Animal Services Agency.

Section 1.13. Board of Directors means the governing board of the Hitchcock Road Animal Services Agency.

## **Article II**

## **THE COUNTY'S RESPONSIBILITIES TO THE JPA**

### **Section 2.1 Generally.**

As the Administering/Lead Agency, the County shall provide operational related services to the JPA for the purpose of carrying out animal services, including, but not limited to human resources, facility management, fleet management, risk management, and financial management. Nothing in either this Section or any other Section of this MOA shall be construed to limit the JPA's ability to outsource for services, irrespective of whether the County normally provides such services.

### **Section 2.2 Human Resources.**

The County is authorized to staff Hitchcock and its facility generally. For all relevant purposes, County employees shall remain County employees and not be deemed employees of the JPA. For purposes of this Section only, distinctions between employees and independent contractors are immaterial; neither shall be considered JPA employees.

### **Section 2.3 Facilities Management.**

The County is authorized to manage the Animal Shelter Facility generally and in accordance with County Facility Management procedures current in place.

### **Section 2.4 Fleet Management.**

The County is authorized to manage the Animal Services Fleet (vehicles) and in accordance with County Fleet Management procedures current in place.

### **Section 2.5 Financial Management.**

#### **Section 2.5.1 Contracting.**

The County is authorized to contract on behalf of the JPA, either in its own name or in the name of the JPA, unless the JPA Board votes, by a simple majority, to exclude a specific contract or class of contracts from the provisions of this section. The County shall have standing on behalf of the JPA. Additionally, the County shall be authorized to pursue recovery for breach of any such contract in either its own name or in the JPA's name.

#### **Section 2.5.2 Notifications.**

The County shall timely notify JPA staff of any action it takes on the JPA's behalf, including but not limited to applying for financial assistance, entering contracts for services on behalf of the JPA, applying for and receiving grants to fund JPA services, and material changes in services, including but not limited to staffing, that the County provides to the JPA.

### **Section 2.6 Risk Management.**

The County is authorized to manage risk on behalf of the JPA, including but not limited to claims management, insurance renewals, and reviewing indemnity and insurance requirements. The County shall administer claims related to JPA operations,

coordinating investigation, resolution, and potential litigation as necessary. The JPA shall comply with all applicable contract and purchasing insurance requirements established by the County, including coverage limits, indemnification provisions, and risk mitigation measures.

#### **Section 2.7 Other Services.**

The County is authorized to provide other services that support Animal Services operations not already listed in accordance with already existing County protocols and procedures unless otherwise noted.

### **Article III**

#### **MISCELLANEOUS**

**Section 3.1 Section Headings.** All section headings in this MOA are for convenience of reference only, and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this MOA.

**Section 3.2 Law Governing.** This MOA is made under the provisions of the California Constitution and laws of the State of California and shall be so construed.

**Section 3.3 Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this MOA.

**Section 3.4 Construction of MOA.** The parties agree that each party has fully participated in the review and revision of this MOA and that any rule of construction that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOA or any amendment thereto.

**Section 3.5. Amendments.** This MOA may be amended at any time, except as limited by Bond covenants, if any. All amendments to the MOA must be both in writing and approved by a simple majority vote of the Board of Directors and by the County's Board of Supervisors prior to becoming effective.

**Section 3.6 Severability.** Should a court of competent jurisdiction, arbitrator, or other decision-maker with jurisdiction over this MOA determine that any provision of this MOA is illegal or invalid for any reason, all other provisions and articles of this MOA shall remain in full force and effect unless and until otherwise determined. The illegality and/or invalidity of any provision of this MOA shall in no way affect the legality and enforceability of any other provisions of this MOA.

**Section 3.7 Successors.** This MOA shall be binding upon and shall inure to the benefit of the successors of the JPA and the County. Neither the JPA nor the County may assign any right or obligation hereunder without the express written consent of the non-assigning party.

**Section 3.8. Counterpart Execution.** This MOA, or any amendment to this MOA, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA on the date and year first herein written above.

COUNTY OF MONTEREY

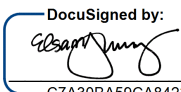
HITCHCOCK ROAD ANIMAL SERVICES

By: \_\_\_\_\_

By:  \_\_\_\_\_

Date: \_\_\_\_\_

Glenn Church, Chair, HRAS Board of Directors

By:  \_\_\_\_\_ Elsa Jimenez  
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Department Head (if applicable)  
Director of Health Services

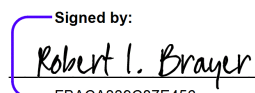
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By: \_\_\_\_\_

Approved as to Form

\_\_\_\_\_

By:  \_\_\_\_\_ Robert I. Brayer  
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County Counsel  
Deputy County Counsel

Name and Title  
Date: \_\_\_\_\_

Date: 6/6/2025 | 4:43 PM PDT