

Memorandum of Understanding in Response to COVID-19

Monterey County Animal Shelter City of Salinas Animal Shelter

This Memorandum of Understanding ("MOU") is made and entered into by and among the Monterey County Animal Shelter ("MCAS") and the City of Salinas ("City"), (collectively, the "Parties," individually a "Party").

WHEREAS, the Parties agree that their mutual goal is to provide life-saving, aid, care, shelter and support services for animals and this agreement is in the best interest of animal welfare, staff safety, and public safety; and

WHEREAS, the Parties wish to respond quickly and efficiently to the state of emergency arising from COVID-19 as declared by the federal, state and local governments; and

WHEREAS, each Party wishes to combine staffing and services formally through a Joint Powers Agreement ("JPA") AND appreciates and understands that due to COVID-19, the Parties must put into place an immediate temporary agreement to assist the other in lieu of a JPA; and

WHEREAS, due to the limited amount of animals under the care of MCAS and City, all City and MCAS animals can be housed and cared for within MCAS's physical facility located at 160 Hitchcock Road in Salinas; and

WHEREAS, temporarily moving all City animals from the City physical facility located at 144 Hitchcock Road to the MCAS facility will allow both Parties to combine and share services, staffing, shelter, training, and other contributions, where appropriate; and

WHEREAS, each Party may offer personnel (staff, employees, and/or volunteers), equipment, supplies, shelter, and/or training which can be made available, in the spirit of cooperation and mutual aid, under this Agreement;

WHEREAS, due to the escalating COVID-19 state of emergency and the mutual desire of the Parties to combine and share services and staffing in one facility rather than two, an emergency and temporary MOU is appropriate in lieu of a formal JPA, pursuant to Government Code §8560;

NOW THEREFORE, the Parties agree as follows:

1. All animals in the City's physical facility located at 144 Hitchcock Road shall be moved over to the MCAS facility, located at 160 Hitchcock Road, for the term of this agreement. All staff who work for the City shall continue working for the City but shall, from the date of this agreement, change their job location to the MCAS facility. Once animals and staff are moved from the City to the MCAS facility, the City facility will be non-operational and will close, except when necessary for staff to access the facility.

2. City staff shall work at the MCAS facility instead of the City facility for the term of this agreement. It is the intention of the Parties that job responsibilities of City and MCAS staff will not substantially change during the term of this agreement. In light of the federal, state, and local emergency and public health concerns, and the possibility that any ill staff will not be able to work, City and MCAS staff may be asked within reason to handle additional or different job responsibilities, provided said staff have already been trained on these responsibilities.
3. The term of this Agreement shall begin upon signature of both Parties, and shall last until the date the state and local government determine that Monterey County is no longer in a state of emergency, or upon the formation of a JPA between the Parties, whichever occurs first. The Parties may mutually agree in writing to extend this Agreement for two (2) additional one-year terms. The Parties may mutually agree in writing to terminate the Agreement at any time. A Party may withdraw from participating in the Agreement, provided it gives written notice to the other Party at least thirty (30) days in advance of the effective date of its withdrawal either by email or postal mail. For purposes of this Agreement, notice shall be given as follows:

MCAS: Cindy Burnham, MCAS Administrator
Monterey County Animal Shelter
160 Hitchcock Road
Salinas, CA 93908
burnhamC1@co.monterey.ca.us

City: Police Chief
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a Copy to:

City Attorney
Office of City Attorney, Salinas
200 Lincoln Avenue
Salinas, CA 93901
chrisc@ci.salinas.ca.us

4. Each Party agrees to indemnify, defend at its own expense, and hold harmless the other Party and its authorized agents, employees, officers, volunteers, and affiliates from any and all liability claims, losses, damages, or expenses, including reasonable attorneys' fees and costs, for personal injury (including death) or damage to property or losses arising from acts or omissions of the other Party or its authorized agents, officers, volunteers, affiliates, and employees in the course of rendering services pursuant to this agreement, including any negligent acts or omissions and for any

costs or expenses incurred by either Party on account of any claim thereof, except when such liability, claims, losses, damages, or expenses were caused by the gross negligence or willful misconduct of the other Party and/or its employees, agents, volunteers, affiliates, or representatives.

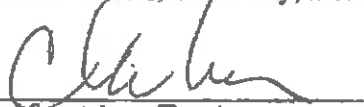
5. The Parties' indemnification obligations set forth in this Agreement shall survive expiration or termination of this Agreement, consistent with any applicable statute of limitations for claims that may arise from this Agreement. It is the further intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to the Party's negligence.
6. The Parties agree that they each shall maintain insurance that shall be in effect at all times during the term of this Agreement. Such insurance shall cover any claim of liability arising out of the performance of this Agreement, which shall include Commercial General Liability, Workers' Compensation Insurance, and Employers Liability Insurance. Each policy shall have limits of no less than \$1,000,000.00 per accident for bodily injury or disease. Each Party is responsible to notify the other Parties within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event a Party fails to keep in effect at all times the specified insurance coverage, a Party may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement. The Parties may individually meet the requirements of this section by maintaining one or more policies of self-insurance.
7. The Agreement expresses all understanding of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.
8. Notices hereunder shall be sent by first class mail or by electronic mail to the contact(s) and addresses noted in Section 1 of this Agreement.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.
10. No relationship of employer and employee is created by this Agreement between the Parties it being understood that each Party shall act hereunder as independent agencies. This Agreement is not intended to and shall not be construed to create the relationship between the Parties of agent, servant, employee, partnership, joint venture, or association. Nothing in this section or Agreement shall limit the subrogation or indemnification rights of the Parties.
11. The Parties agree that they each shall comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964 and that no person shall, on the

grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

12. All records, reports or other documentation prepared in the performance of this Agreement shall be maintained by MCAS. The Parties agree to comply with all applicable laws concerning the maintenance and disclosure of records and reports prepared in the performance of this Agreement.
13. This Agreement shall be subject to the laws of the State of California. The exclusive venues to enforce or resolve a dispute arising from, related to, or regarding this Agreement shall be the Superior Courts of the County of Monterey provided, however, Parties involved in a dispute arising from, related to, or regarding this Agreement must first attempt to mediate any dispute before an agreed upon mediator. The Parties shall equally split all mediation fees and costs.
14. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
15. The Parties agree that any and all employees, agents, volunteers, and/or affiliates who are involved in any way in the services and/or events described herein, directly or indirectly, shall have all necessary and mandatory training required to ensure that those assigned to assist, work with, or aid under this Agreement comply with all state, local, federal, and agency-mandated training. The Parties agree to allow the assigned employees, agents, volunteers, and/or affiliates adequate time to participate in any mandatory training. The Parties also agree to provide training for assignments that are specific to its needs related to this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on their behalf by their respective duly authorized officers, on the day, month and year noted.

Date: April 16, 2020

By: 
Name: Cynthia Bumbas
Title: Animal Services Administrator
On Behalf of the Monterey County Animal Shelter

Date: April 3, 2020

By: 
Name:
Title:
On Behalf of City of Salinas

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
COUNTY OF MONTEREY
KATHERINE A. HANSEN

By: 
Deputy County Counsel

Date: 04.07.2020

CITY ATTORNEY
CITY OF SALINAS
CHRISTOPHER A. CALLIHAN

By: 
City Attorney

Date: April 7, 2020