

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA
Fiscal Year 2022-2024**

This Agreement (“Agreement”) for the use of the Animal Services Center and the provision of other animal services is between the County of Monterey, a political subdivision of the State of California (“County”), doing business as the Animal Services Division of the Department of Health, and the City of Marina (“CITY”). It is effective between July 1, 2022 and June 30, 2024. County and CITY are sometimes referred to in this Agreement as a “party” or, collectively, as “the Parties.”

RECITALS

WHEREAS, the COUNTY has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described below; and

WHEREAS, the COUNTY agrees to provide such services in accordance with the provisions of this Agreement, Title 8 of the Monterey County Code and applicable law.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

Stray holding period, is the averaged minimum stray holding period of 5 days that COUNTY will hold an animal with no known owner information before determining final disposition.

Extended holding period is the 10-day hold that COUNTY will hold an animal for either bite quarantine or official owner notification before determining final disposition.

Domestic Animals include cats, dogs, rabbits, guinea pigs, hamsters, pot-bellied pigs, birds, lizards, snakes, turtles or tortoises, and other similar animals customarily kept as household pets. This definition shall not be construed to include exotic animals, livestock, large animals, or wildlife.

Exotic Animals are any animals that are not indigenous to Monterey County, are not livestock, and are not a household pet, whether domesticated or not, or protected or not. Exotic animals include nondomestic animals, animals native to a foreign country or of foreign origin or character, or animals that are not commonly kept as pets.

Large Animals are all animals exceeding 200 pounds in weight.

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Livestock includes every horse, ass, burro, donkey, mule, equine creature, cow, bull, steer, heifer, ox, bovine creature, llama, sheep, goat, hog, and domesticated bird not customarily kept as household pets.

Wildlife includes any animal that is indigenous to Monterey County, and not domesticated, protected or not. Wildlife does not include, among other animals, feral livestock, household pets or exotic animals.

2. ANIMAL SERVICES TO BE PROVIDED BY COUNTY

County's responsibilities for shelter and veterinary services under this Agreement do not apply to exotic animals, large animals, livestock, or wildlife.

A. Program Management and Administration

COUNTY shall manage and administer the Animal Services Center to provide appropriate facilities, staffing, and record maintenance for the services set forth below.

B. Shelter Services and Disposition of Animals

COUNTY shall provide shelter at the Animal Services Center for stray domestic animals found within the incorporated boundaries of the CITY. Shelter services shall include the administrative tasks necessary for housing of such animals at the Animal Services Center, the care of animals during the holding period, and final disposal of animals through redemption, adoption, or humane euthanasia and disposal. COUNTY shall shelter such animals received at the Animal Service Center in accordance with applicable state regulations, local ordinances, and policies governing humane treatment of animals.

C. Disposal of Domestic Animal Carcasses

Upon request from CITY, County shall arrange for the proper disposal of domestic animal carcasses.

D. Emergency Medical Treatment

1. Request: Upon prior written request and approval from CITY, COUNTY may arrange for emergency medical treatment of CITY domestic animals either at COUNTY's veterinary clinic or with an outside veterinary clinic with which COUNTY has a current contract for the provision of medical services. Where, due to the exigent nature of circumstances, prior written request is not possible without endangering the well-being of the animal, COUNTY will make every effort to confirm an oral request for veterinary treatment made by a CITY, in writing, as soon as possible.

2. Payment/Rates: COUNTY shall bill CITY for the emergency medical services provided

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at (1) the current Board-approved rates in **Exhibit A** for care provided by COUNTY's veterinary clinic or (2) contract rates for care provided by contract veterinary clinics. Where treatment is needed, in the judgment of the COUNTY's contract veterinary clinics, which exceeds \$150.00, CITY shall provide written authorization to the COUNTY to provide those services before they are rendered, as long as it does not endanger the well-being of the animal.

3. Transportation to COUNTY contract veterinary clinics:

- a. Where an animal requiring emergency medical treatment is in COUNTY's custody at the Animal Services Center, COUNTY staff shall transport the animal to the veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. CITY may be responsible for that transport fee (**Exhibit A**)
- b. Where an animal requiring emergency medical treatment is not in COUNTY's custody at the Animal Services Center, CITY staff shall request COUNTY for emergency medical services to be provided to animal and CITY staff shall pick up and transport the animal directly to the COUNTY's contract veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract. CITY will be responsible for reimbursement of that fee to COUNTY.

4. Alternatively, CITY may independently procure its own arrangements for emergency medical treatment for animals needing such care in its jurisdiction. After an animal is treated and in stable condition, CITY may deliver the animal to the COUNTY for shelter services at the Animal Services Center. CITY must provide a written medical report and care instructions to COUNTY staff prior to leaving the animal at shelter to determine that the animal can be humanely housed for required holding time.

5. During evenings, holidays and weekends, COUNTY shall contact the CITY at a designated, after-hours telephone number to receive verbal authorization for emergency treatment, if warranted.

E. Rabid Animals

COUNTY shall perform the following rabid animal services for all types of animals:

1. Transport tissue to the County Health Department or contract lab for testing;
2. Dispose remains of rabid animals;

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3. Report rabid animal incidents to appropriate agencies.
4. When required, COUNTY shall de-brain the animal, or shall coordinate de-braining of the animal, for testing by the County Health Department;
5. CITY shall be responsible for the cost of decapitation, de-braining and transfer to testing facility as required for laboratory testing, at a rate identified in Exhibit A per animal for animals found within the incorporated boundaries of the CITY.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals within the incorporated boundaries of the CITY pursuant to state regulations and local ordinances. COUNTY shall manage the suspected rabies quarantine of domestic animals brought in by the CITY up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine) . In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

1. CITY shall be responsible for extended holding period fees for animals that are required to be housed up to 10 days for purposes of quarantine

G. Reports

COUNTY shall provide CITY with quarterly report accompanying invoices that include:

1. Total number of animals provided with shelter services and veterinary services.
2. Disposition or outcome of each animal.
3. Credit given for animals returned to their owners.

H. Field Services

Field Services—such as picking up domestic animals running at large, conducting investigations of potentially dangerous and vicious dogs, conducting bite investigations, responding to nuisance complaints (e.g., barking dogs), or checking on possible instances of neglect or inhumane treatment of animals when they occur within CITY limits—shall not be provided to CITY by COUNTY.

I. "Good Samaritan"

When domestic animals are found within the incorporated boundaries of the CITY and are brought to the COUNTY by “Good Samaritans,” (citizens who do not own the stray animal but have delivered it for care and medical treatment), COUNTY shall obtain the following information and notify the City of Marina Animal Control Officer relative to;

- a. Where the animal was found
- b. If animal is injured, how the animal was injured (if known)
- c. Whether the animal has any identification
- d. Whether the owner is known.

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- e. Current contact information for Good Samaritan.

If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be responsible for shelter, care and veterinary treatment, if any, provided by COUNTY pursuant to the terms of this Agreement.

J. Animals Surrendered by Owner

When CITY accepts an animal from it's owner as surrendered, it shall provide to COUNTY at the time of impound a copy of signed release form, with complete owner information, along with reason for surrender. Surrendered animals brought to COUNTY facility by CITY will be charged at same rate as stray animals with no known owner.

3. CITY RESPONSIBILITIES FOR ANIMAL SERVICES

A. Prosecution of Case Violations

The CITY Attorney may exercise the discretion vested in his or her office to prosecute violations of the City Animal Ordinance and may take appropriate legal action with respect to the abatement of violations of the City Animal Ordinance involving animals occurring within City's corporate limits. COUNTY shall not bear responsibility for prosecuting violations of the City Animal Ordinance occurring within the incorporated boundaries of the CITY.

- 1. CITY will notify COUNTY in the event that animals brought in for sheltering are part of legal action that may require extended holding due to legal action and CITY will be responsible for extended holding.

B. Exotic Animals, Large Animal, Wildlife, and Livestock Services

- 1. CITY shall provide all services related to large animals, wildlife, small wildlife, exotic animals, and livestock.
- 2. COUNTY shall provide services related to rabies per Section 2.E of this Agreement both within CITY limits and in unincorporated areas of the COUNTY.

C. Cooperate with and Assist COUNTY

To facilitate the performance of the foregoing functions, it is hereby agreed that the COUNTY shall have the full cooperation and assistance from the CITY, its officers, agents and employees.

4. COOPERATION

- A. CITY and COUNTY staff shall meet once per year to discuss program needs.
- B. Upon request from CITY, COUNTY may provide training to CITY staff on topics of

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interest to CITY. CITY may be responsible for any costs associated with training.

5. TERM AND TERMINATION

A. Term

This Agreement shall be effective on July 1, 2022 and shall terminate on June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

B. Termination

During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days before the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be based on the services rendered by the COUNTY before the termination date.

6. PAYMENT

A. The CITY shall pay fees for services according to “**Exhibit A**”, attached.

7. MUTUAL INDEMNIFICATION

A. CITY hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by CITY or CITY’s officers, agents, and employees in connection with the performance of this Agreement.

B. COUNTY hereby agrees to indemnify, defend, and save harmless CITY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by COUNTY or COUNTY’s officers, agents, and employees in connection with the performance of this Agreement.

8. INSURANCE

A. Without limiting COUNTY’s or CITY’s duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:

1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than

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\$1,000,000 per occurrence; and

2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and
3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000 per occurrence for employer's liability.

B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY and CITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the COUNTY, the CITY shall file certificates of insurance or self-insurance with Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. The CITY shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

9. EQUAL OPPORTUNITY

During the performance of this Agreement, the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in the parties' employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all person receiving and requesting services are free of such discrimination. The parties

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shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

10. EMPLOYEE STATUS

A. All persons employed in the performance of services to be provided by COUNTY as described in this Agreement shall be COUNTY employees. No current CITY employee shall become COUNTY employee by reason of this Agreement and no COUNTY employee performing services hereunder shall have CITY pension or CITY civil service status or rights.

11. RECORDS AND AUDITING REQUIREMENTS

The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulation and shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three (3) year period, then the parties shall retain said records until such violation is resolved.

12. GENERAL PROVISIONS

A. Amendment

This Agreement may be amended or modified only by an instrument in writing and signed by all parties hereto.

B. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this Agreement, if any, shall be in the Superior Court of California, Monterey County.

C. Compliance with Applicable Law

The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

D. Construction of Agreement

The parties agree that each party has fully participated in the review and revision of this

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Agreement that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment thereto.

E. Waiver

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and CITY. Any waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.

F. Integration

This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof. This Agreement may only be amended in writing, executed by both parties.

G. Notices

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the COUNTY and CITY at:

COUNTY		CITY
Director of Health or Designee		Chief of Police
1270 Natividad Road		211 Hillcrest Avenue
Salinas, CA 93906		Marina, CA 93933

*****Signature page to follow*****

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IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day and year first above written.

MONTEREY COUNTY

CONTRACTOR – CITY OF MARINA

Contracts/Purchasing Officer

DocuSigned by:
By: Tina Nieto
3F885BAC076A4E5...
Signature of Chair, President, or
Vice-President

Dated:

Tina Nieto Police Chief

Printed Name and Title

Department Head (if applicable)

Dated: 7/26/2022 | 5:04 PM PDT

Dated:

By: _____
Signature of Chair, President, or
Vice-President

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney Gary Giboney
D3834BFEC1D8449...
Deputy Auditor/Controller

Printed Name and Title

Dated: 7/28/2022 | 9:29 AM PDT
Chief Deputy Auditor Controller

Dated:

Approved as to Liability Provisions:

Risk Management

DocuSigned by:
By: Juan Lopez
FA9DFE6277048D...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated:

Juan Lopez Finance Director

Printed Name and Title

Approved as to Form:

DocuSigned by:
Stacy Saetta Stacy Saetta
C0EC1B99F444A9...
Deputy County Counsel

Dated: 7/26/2022 | 12:18 PM PDT

Dated: 7/28/2022 | 9:27 AM PDT
Chief Deputy County Counsel.

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*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

*******This Section Intentionally Left Blank*******

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Exhibit A

1. Fees for Services

The CITY shall be billed the fees listed below for stray or surrendered animals found within the incorporated boundaries of the CITY and admitted to the Animal Services Center.

Where an animal is returned to the owner and owner pays fees related to the board/care of the animal, CITY shall not be charged for duplicate fees collected for services provided to the animal and will be issued a credit for the fees paid by owner to reduce overall invoice.

Fees for Services

Stray/Surrendered animal holding (up to 5 days)	\$239.00 per animal *
Extended holding (up to 10 days)	\$439.00 per animal
Additional holding over 10 days	\$40.00 per day

*In the event that a pregnant stray animal admitted to the shelter subsequently deliver its litter while in custody of the COUNTY, CITY will be billed only the rate of \$239.00 and COUNTY will assume responsibility of the litter at no additional cost to CITY. However, in the event that a stray animal is brought in with its live litter, CITY will be billed \$239.00 for each live stray animal brought in.

Domestic Animal Carcass disposal	\$25.00 per animal
Emergency Medical Treatment Transportation	\$112/officer/hour

Rabies testing:

1. Head Removal		
i. Small Dog/Cat	\$ 80.00	each
ii. Medium Dog	\$ 117.00	each
iii. Large Dog	\$ 155.00	each
iv. X-Large Dog	\$ 303.00	each
2. Rabies testing (not including head removal)		
i. Bats, wildlife, human exposure, rush test @ MCHD	\$ 165.00	each
ii. Non-human exposure @ Santa Clara + shipping	\$ 105.00	each

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AC. Clinic Fees:

1. Cat spay	\$ 100.00	each
2. Cat neuter	\$ 90.00	each
3. Additional fee if animal is in heat	\$ 50.00	each
4. Additional fee if animal is pregnant	\$ 60.00	each
5. Dewclaw removal (attached)	\$ 110.00	each
6. Dewclaw removal (pair-attached)	\$ 155.00	each
7. Dewclaw removal (unattached)	\$ 50.00	each
8. Dewclaw removal (pair-unattached)	\$ 80.00	each
9. Umbilical hernia	\$ 49.00	each
10. FIV/FELV test	\$ 26.00	each
11. Pain medication	\$ 8.00	per dose
12. Obese animal fee	\$ 60.00	min.
13. Fvrpcp	\$ 10.00	each
14. Da2pp	\$ 12.00	each
15. Tooth extraction	\$ 41.00	each
16. Heartworm testing	\$ 23.00	each
17. Grooming/shaving	\$ 2.00	per minute
18. Unilateral retained testicle removal	\$ 60.00	each
19. Unilateral retained monorchid crypt	\$ 95.00	each
20. Bilateral crypt	\$ 140.00	each
21. Miscellaneous surgery (e.g., biopsy, bump removal), to be determined at time of surgery based on time and extent, in addition to actual lab fees.	 \$ 5.00	 per minute plus actual lab fees
22. Feral Cat Spay	\$ 75.00	each
23. Feral Cat Neuter	\$ 46.00	each
24. Rabbit Spay	\$ 110.00	each
25. Rabbit Neuter	\$76.00	each
26. Dog Neuters		
i. Small up to 15 lbs	\$ 134.00	each
ii. Medium 16-40 lbs	\$ 143.00	each
iii. Large 41 lbs and over	\$ 160.00	each
27. Dog Spays		
i. Small up to 15 lbs	\$ 155.00	each
ii. Medium 16-40 lbs	\$ 162.00	each
iii. Large 41 lbs and over	\$ 181.00	each
28. Bordatella	\$ 18.00	each
29. Flea Treatment		
i. Cat	\$ 4.00	each
ii. Dog up to 25 lbs	\$ 5.00	each
iii. Dog 26-100 lbs	\$ 14.00	each
30. Felv only test	\$ 28.00	each
31. Antibiotics		
i. Convenia	\$ 54.00	per mL
ii. Penicilin	\$ 17.00	per mL
iii. Enrofloxacin	\$ 19.00	per mL

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32. Pain Medication (specific)		
i. Meloxicam	\$ 23.00	per mL
ii. Buprenorphine	\$ 25.00	per mL
iii. Butorphanol	\$ 21.00	per mL
iv. Onisor	\$ 24.00	per mL
33. Health Certificate	\$ 40.00	per animal
34. Foreign Body (foxtail)Probe (with sedation)		
i. Cat	\$ 75.00	
ii. Dog up to 25 lbs	\$ 68.00	
iii. Dog up to 50 lbs	\$ 85.00	
iv. Dog up to 100 lbs	\$114.00	
35. Sedation		
i. Cat	\$ 52.00	
ii. Dog up to 22 lbs	\$ 62.00	
iii. Dog 23-45 lbs	\$ 75.00	
iv. Dog 46-100 lbs	\$ 98.00	
36. Abscess Treatment		
i. Cat	\$ 79.00	
ii. Dog up to 25 lbs	\$ 73.00	
iii. Dog 26-50 lbs	\$ 89.00	
iv. Dog 51-100 lbs	\$ 118.00	
37. Wound Care (Sedation excluded)		
i. Cat	\$ 67.00	
ii. Dog up to 25 lbs	\$ 51.00	
iii. Dog 26-50 lbs	\$ 54.00	
iv. Dog 51-100 lbs	\$ 60.00	
38. Laceration Repair (Sedation included)		
i. Cat	\$ 85.00	
ii. Dog up to 25 lbs	\$ 79.00	
iii. Dog 26-50 lbs	\$ 95.00	
iv. Dog 51-100 lbs	\$ 124.00	
39. Enucleation (Eye Removal) (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 255.00	
ii. 16 lbs and over	\$ 264.00	
40. Mass Removal (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 239.00	
ii. 16 lbs and over	\$ 248.00	
41. Tail Amputation (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 211.00	
ii. 16 lbs and over	\$ 220.00	
42. Parvo Test	\$ 42.00	
43. Ear mite treatment (Cats)	\$ 52.00	
44. Ear cleaning and treatment (dogs) (sedation excluded)	\$ 26.00	
45. Bandage/Splint Application (sedation excluded)	\$ 109.00	
46. E-Collar	\$ 13.00	