

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

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 Carmel-by-the-Sea ("CITY"). It is effective between July 1, 2014, and June 30, 2017. 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 IMUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

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 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.

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.

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

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.

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 administration tasks necessary for surrender 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 shall 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 at (1) the current Board-approved rates 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 the limits established by contract with the COUNTY, CITY

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

shall provide written authorization to the COUNTY to provide those services before they are rendered.

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.
 - 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 transport animal directly to the COUNTY's contract veterinary clinic. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract.
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.

E. Rabid Animals

COUNTY shall perform the following rabid animal services:

- I. Where a human being or domestic animal is bitten by a potentially rabid animal, either domestic or wildlife, COUNTY will:
 1. Transport tissue to the County Health Department for testing;
 2. Dispose remains of rabid animals;
 3. Report rabid animal incidents to appropriate agencies.
 4. CITY shall be responsible for the cost of decapitation and de-braining (with the exception of bats, which are delivered whole) as required for laboratory testing.
- II. Where a human being or domestic animal is exposed or bitten by a bat or skunk only, which are species deemed at high risk of rabies, COUNTY will perform the above services and will be responsible for attendant costs.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals pursuant to state regulations and local ordinances. In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

G. Reports

COUNTY shall provide CITY with quarterly reports that include:

1. Total number of animals provided with shelter services and veterinary services.
2. Disposition of each animal.

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.

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 take appropriate legal action with respect to the abatement of any violations under the City Animal Ordinance involving animals occurring within CITY's corporate limits.

B. Large Animal, Wildlife, and Livestock Services

1. CITY shall provide all services related to large animals, wildlife, and livestock.
2. COUNTY shall provide services related to rabies per Section 2.C 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 shall provide training to CITY staff on topics of interest to CITY.

5. TERM AND TERMINATION

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

A. Term

This Agreement shall be effective on July 1, 2014 and shall terminate on June 30, 2017, 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 number of animals sheltered by the COUNTY before the termination date.

6. PAYMENT

- A. The CITY shall be billed at a rate of \$160.00 per stray animal found within the incorporated boundaries of the CITY and admitted to the Animal Services Center for shelter services up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine).
- B. Upon request and written approval from CITY, COUNTY shall provide shelter services in addition to the ten-day holding period specified above. If requested, CITY shall be billed at a rate of \$25.00 per day for animals provided additional shelter beyond the ten-day holding period.
- C. Where an animal is released to the owner and owner pays all fees related to the care of the animal, CITY shall not be charged for services provided to the animal.
- D. The CITY shall be billed at a rate of \$25.00 for the disposal of each domestic animal carcass.
- E. The CITY will be billed for the cost of decapitation and de-braining specified in Section 2(E)(I) of this Agreement at \$155.00 per animal. For animals weighing 35 pounds or more, an additional fee of \$50.00 per/hour will be billed.

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

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

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 \$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

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

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. Similarly, the COUNTY shall file certificates of insurance or self-insurance with the CITY, showing that all parties have in effect the insurance required by this Agreement. The CITY and the COUNTY 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 shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10. EMPLOYEE STATUS

All persons employed in the performance of services to be provided by COUNTY as described in Section 2 of 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 Civil Service status or right.

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,

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

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.

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 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. Construction of Agreement

COUNTY and CITY agree that each party has fully participated in the review and revision of this Agreement and 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 to this Agreement.

G. 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

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.

H. 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	Chief of Police
1270 Natividad Road	P.O. Box 600
Salinas, CA 93906	Carmel-by-the-Sea, CA 93921
Phone: 831-755-4526	Phone: 831-624-6403
Fax: 831-755-4797	Fax: 831-624-4296

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

COUNTY OF MONTEREY

CITY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: Rebecca D. Quince
County Counsel

Date: Sept 5, 2014

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9-5-14

Carmel-by-Sea

By: [Signature]

Jason Stilwell, City Administrator
Name and Title

Date: 8/25/14

By: [Signature]

Mike Calhoun, Public Safety Director
Name and Title

Date: 8/18/14

AGREEMENT NO. _____
FOR USE OF THE ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES
FY 2015-2017

Approved as to Liability Provisions

By:

Risk Management

Date:

CITY OF CARMEL-BY-THE-SEA
CITY COUNCIL

RESOLUTION 2014-053

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CARMEL-BY-THE-SEA AUTHORIZING THE CITY ADMINISTRATOR AND DIRECTOR OF PUBLIC SAFETY TO
SIGN AN AGREEMENT WITH THE COUNTY OF MONTEREY FOR USE OF THE ANIMAL SERVICES CENTER
FOR THE PERIOD FROM JULY 1, 2014 THROUGH JUNE 30, 2017.**

WHEREAS, the County of Monterey 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 Animal Services Center was built in conjunction with the Cities of Carmel-by-the-Sea, Gonzales, Greenfield, Sand City, Seaside, Soledad and King City; and each city is offered the option to contract with the County for the use of the shelter and other services,

WHEREAS, the city of Carmel-by-the-Sea desires to contract with the County of Monterey for the provision of services at the Animal Services Center as described in the agreement; and,

WHEREAS, the County of Monterey agrees to provide such services in accordance with the provisions of the agreement, Title 8 of the Monterey County Code and applicable law for a period from July 1, 2014 through June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA does hereby:

1. Adopt the Resolution authorizing the City Administrator and Public Safety Director to sign the agreement with the County of Monterey for use of the Animal Services Center.
2. Authorize police expenditures for the use of Animal Services for (3) years for FY 2014/15, 2015/16 and 2016/17 from the police budget contract services account 01-74053.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 5th day of August 2014 by the following vote:

AYES: 5 COUNCIL MEMBERS: Talmage, Theis, Beach, Dallas, Burnett

NOES: 0 COUNCIL MEMBERS:

ABSENT: 0 COUNCIL MEMBERS:

ABSTAIN: 0 COUNCIL MEMBERS:

ATTEST:


Lori Frontella, MMC
Interim City Clerk

APPROVED:


Jason Burnett, Mayor