

**AGREEMENT FOR USE OF THE
ANIMAL SERVICES CENTER AND OTHER ANIMAL SERVICES**

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 California State University Monterey Bay (“CSUMB”). It is effective between July 1, 2015, and June 30, 2018. COUNTY and CITY are sometimes referred to in this Agreement as a “party” or, collectively, as “the Parties.”

RECITALS

1. 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
2. **WHEREAS**, CSUMB desires to contract with the COUNTY for use of the Animal Services Center and provision of specified services for animals, as described below; and
3. **WHEREAS**, the COUNTY agrees to provide such use and services in accordance with the provisions of this Agreement, with Title 8 of the Monterey County Code, and with applicable law.

NOW, THEREFORE, IT IS MUTUALLY 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.

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.

In addition, the term “small wildlife” shall have the following meaning, unless otherwise defined in Title 8 of the Monterey County Code:

Small Wildlife includes skunks, bats, raccoons, foxes, and other similar sized wildlife.

2. **ANIMAL SERVICES TO BE PROVIDED BY COUNTY:**

COUNTY’s responsibilities for use and services provided under this Agreement do not apply to exotic animals, large animals, livestock, wildlife, or small wildlife, except as specified in Section 2.C. below.

A. Program Management and Administration

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

B. Bite Investigations

COUNTY shall investigate reports of bite incidents and/or biting animals within the jurisdiction of CSUMB, and shall make necessary quarantine arrangements according to County procedure. See Exhibit A.

When required, COUNTY shall coordinate efforts to debrain and test the biting animal for rabies. Decapitation expenses and expenses related to decapitation shall be the sole responsibility of CSUMB.

C. 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) Properly dispose of remains of rabid animals;
- 3) Report incidents regarding rabid animals to appropriate agencies.
- 4) When required, COUNTY shall coordinate efforts to debrain and test the animal for rabies.
- 5) CSUMB shall be responsible for the cost of decapitation and de-braining (with the exception of bats [small wildlife], which are delivered whole) as required for laboratory testing. See Exhibit A.

- II. Where a human being or domestic animal is exposed or bitten by a bat or skunk only, which are small wildlife species deemed at high risk of rabies, COUNTY will perform the above services and will be responsible for attendant costs.

D. Quarantine

COUNTY shall quarantine biting domestic animals pursuant to state regulations and local ordinances. In addition, COUNTY shall keep required records and report required information to the State Department of Health. See Exhibit A.

E. Reports

COUNTY shall provide CSUMB with quarterly reports that include:

- 1) Bite investigations and quarantines handled.

3. **CSUMB RESPONSIBILITIES FOR ANIMAL SERVICES**

A. Prosecution of Code Violations

It shall be the duty of CSUMB to enforce Title 8 of the Monterey County Code within CSUMB's territorial limits. It shall be the duty of COUNTY to enforce Title 8 of the Monterey County Code within the unincorporated territory of the County.

B. Large Animal, Wildlife, and Livestock Services

- 1) CSUMB shall provide any and all services related to wildlife and livestock, with the exception set forth in subsection (2) below.
- 2) COUNTY shall provide Large Animal, Wildlife, and Livestock services related to rabies, only, per section 2.C. of this Agreement.

C. Cooperation and Assistance to COUNTY

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

4. **TERM AND TERMINATION**

A. Term

This Agreement shall be effective on **July 1, 2015**, and shall terminate on **June 30, 2018**, 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 prior to 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 prior to the termination date.

5. PAYMENT

- A. CSUMB shall be billed for services as listed on Attachment A. CSUMB shall remit payment within thirty (30) days of receipt of billing.

6. MUTUAL INDEMNIFICATION

- A. CSUMB 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 incurred by reason of any act or failure to act by CSUMB or CSUMB's officers, agents, and employees in connection with the performance of this Agreement.
- B. COUNTY hereby agrees to indemnify, defend, and save harmless CSUMB 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 incurred 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.

7. INSURANCE

- A. Without limiting COUNTY's or CSUMB'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 the 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 CSUMB 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, CSUMB shall file certificates of insurance or self-insurance with the Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. CSUMB 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 on 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.

8. EQUAL OPPORTUNITY

- A. 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 orientation, 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 persons 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.

9. EMPLOYEE STATUS

- A. 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 CSUMB employee shall become a COUNTY employee by reason of this Agreement and no current CSUMB employee shall have County pension, benefit, or other employment rights. Further, no COUNTY employee performing services hereunder shall become a CSUMB employee and no COUNTY employee shall have CSUMB pension or Civil Service status or right.

10. RECORDS AND AUDITING REQUIREMENTS

- A. The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and county rules and regulations 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 action is resolved.

11. 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. In the event of any dispute, venue 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 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 CSUMB. 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 CSUMB 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 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 CSUMB at:

COUNTY

Director of Health
1270 Natividad Road
Salinas CA 93906

CSUMB

Chief of Police
University Police Department
100 Campus Center, Valley Hall #F
Seaside CA 93955

With a copy to:

Director of Business Support Services
100 Campus Center, Mtn. Hall, #B
Seaside, CA 93955

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

California State University Monterey Bay
(CSUMB)

By: _____

Name and Title

Date: _____

By: _____

Auditor/Controller
Date: _____

Approved as to Liability Provisions

By: _____

Risk Management

Date: _____

Date: _____

Name and Title

ATTACHMENT A – LIMITED FIELD SERVICES and PAYMENT PROVISIONS

The Animal Services Division will provide Bite Investigation and Rabies services only as follows:

1. Quarantine fees for animals with no known owner: The rate of quarantine at Monterey County Animal Services shall be \$15.00 per day for the time period required by California State law.
2. Debraining and Lab Service: The rate shall be \$150.00 per animal.
3. Animal Control Officer time for bite investigation and/or pick up of animals for quarantine, lab and debraining: The rate shall be \$50.00 per hour with a one-hour minimum. Time will be calculated port to port. The time for all calls will be calculated as beginning from the Animal Control Office, at 160 Hitchcock Road, Salinas, CA and returning to the same location.
4. COUNTY shall submit billing quarterly for the contracted services. CSUMB shall remit payment within thirty (30) days of receipt of billing.