

MEMORANDUM OF UNDERSTANDING

Between the County of Monterey and The City of Salinas

This Memorandum of Understanding (“MOU”) 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 Salinas, a California Charter City and Municipal Corporation. (“CITY”). It is effective between September 1, 2015 and June 30, 2017. CITY and COUNTY are sometimes referred to in this MOU as a “party” or, collectively, as “the Parties.”

I. PURPOSE

This MOU is entered into to conduct an analysis and evaluation of the operations of Salinas Animal Services and the Monterey County Animal Services to identify options for combining services and/or programs between COUNTY and CITY.

II. BACKGROUND

- A. The COUNTY, through its Health Department, Animal Services Division, promotes the health, safety, and quality of life for companion animals and people in the unincorporated areas of Monterey County. These services include shelter, medical care, adoption, licensing and other services primarily provided to stray, roaming animals. (Food & Agric. Code, § 30501 et. seq; Monterey County Ord. Chapter 8.)
- B. The CITY, through its Police Department, Salinas Animal Services, provides animal control, animal sheltering, and licensing services for the City of Salinas, and some animal control services to the City of Marina.
- C. Both Animal Services facilities are located in close proximity. The Monterey County Animal Services is located at 160 Hitchcock Road, Salinas, CA 93908. The Salinas Animal Services is located at 144 Hitchcock Road, Salinas, CA 93908. Both agencies run similar programs and offer similar services to their respective communities.
- D. Recently, the Animal Services Operations Manager position for both agencies became vacant. The parties believe that this situation presents an opportunity to evaluate the possibility of combining services or programs to create efficiencies that benefit the public and animal welfare.
- E. The parties agree that a feasibility study conducted by Management Partners (Consultant) is necessary to evaluate strengths, weaknesses, opportunities and threats attendant to combination of City and County animal shelters and animal services programs

III. RESPONSIBILITIES

- A. Both Parties agree to work together in good faith to evaluate and analyze current practices and options to increase efficiencies in providing animal services.
- B. Both parties agree to make necessary staff available to Consultant for interviews and other activities in a timely manner, sufficient to enable Consultant to meet the scheduled deliverables set forth in Consultant's agreement with County, attached as Exhibit A to this MOU.
- C. Both parties agree to provide Consultant with information and data in a timely manner, sufficient to enable Consultant to meet the scheduled deliverables set forth in Consultant's agreement with County, attached as Exhibit A to this MOU.
- D. The COUNTY will act as the "Lead Agency" for the purposes of retaining Consultant and administering the service agreement with Consultant.

IV. FISCAL PROVISIONS

- A. The cost of the study, pursuant to County's agreement with Consultant, will be **\$44,900.00**. The CITY will be responsible for 50% of the total cost of the study. Similarly, the COUNTY will be responsible for 50% of the total cost of the study. By executing this MOU, the City agrees with and concurs with the terms of County's agreement with Consultant, attached as Exhibit A to this MOU.
- B. Upon receipt of an invoice from Consultant, the COUNTY shall bill the CITY for its share of the invoice.
- C. The CITY shall pay its share of each invoice upon receipt of the invoice.

V. TERM

The term of this MOU is from August 25, 2015 through June 30, 2017 unless sooner terminated pursuant to the terms of this MOU. CITY's obligation to pay 50% of the invoices provided by Consultant to COUNTY survives the termination date of this MOU.

VI. TERMINATION

- A. During the term of this MOU, the CITY or COUNTY may terminate the MOU for any reason by giving written notice of termination to the other party at least thirty (30) 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 MOU shall be reduced in proportion to the services provide prior to the date of termination. In the event of such termination, CITY and COUNTY are responsible for 50%, each, of the remaining amounts invoiced by Consultant.
- B. The CITY or COUNTY may cancel and terminate this MOU for good cause effective immediately upon written notice to the other party. "Good cause" includes failure of

either party to perform the required at the time and in the manner provided under this MOU. In the event of such termination, the amount payable under this MOU shall be reduced in proportion to the services provide prior to the date of termination. In the event of such termination, CITY and COUNTY are responsible for 50%, each, of the remaining amounts invoiced by Consultant.

VII. RECORDS AND CONFIDENTIALITY

Confidentiality. CITY and COUNTY and their officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. The parties shall not disclose any confidential records or other confidential information received or prepared in connection with the performance of this MOU, unless the parties specifically permit to disclose such records or information. The parties shall not use any confidential information gained in the performance of this MOU except for the sole purpose of carrying out the obligations under this MOU.

VIII. 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 occurring 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 MOU.
- 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 occurring 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 MOU.

IX. INDEPENDENT CONTRACTOR

- A. No current CITY employee shall become COUNTY employee by reason of this MOU and no COUNTY employee shall become a CITY employee by reason of this MOU. No City employee and no County employee performing services hereunder shall have or acquire pension or civil service status or employment rights in or of the other entity by reason of this MOU.

X. GENERAL PROVISIONS

A. Amendment

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

B. Governing Law

This MOU shall be governed by and interpreted under the laws of the State of California. Litigation of disputes, if any, shall be venued 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 MOU.

D. Construction of MOU

The parties agree that each party has fully participated in the review and revision of this MOU 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 MOU or any amendment thereto.

E. Waiver

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

F. Construction of MOU

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

G. Integration

This MOU, 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 CITY at:

Ray Bullick, Director of Health	Jim Pia, Assistant City Manager
Monterey County Health Department	City of Salinas
1270 Natividad Road Salinas, CA 93906	200 Lincoln Avenue Salinas, CA 93901
Phone: 831-755-4526	Phone: 831-758-7201
Email: BullickR@co.monterey.ca.us	Email: jimp@ci.salinas.ca.us
Fax: 831-755-4797	Fax:

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

COUNTY OF MONTEREY

CITY

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: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

By: _____

Approved as to Form

_____ Name and Title

Date: _____

By: _____

_____ Name and Title

Date: _____