

MEMORANDUM OF UNDERSTANDING
between
THE COUNTY OF MONTEREY
and
THE CITY OF SALINAS
regarding the
ANIMAL CONTROL SERVICES ADMINISTRATION PILOT PROJECT

This Memorandum of Understanding (“MOU”) is between the County of Monterey (“County”) and the City of Salinas (“City”) hereafter collectively referred to as “Parties.”

RECITALS

WHEREAS, County and City each have a duty and a responsibility to provide for animal control services pursuant to California and local law; and

WHEREAS, County and City have decided, for mutually beneficial purposes and on a pilot program basis, to combine animal control services administration management under an employee of one agency instead of their respective agencies each maintaining such an employee; and

WHEREAS, County is desirous of contracting with City for performance of such animal control services administration management within the County; and

WHEREAS, City is agreeable and capable of providing County with animal control services administration management as set forth herein; and

WHEREAS, the animal control services administration management to be provided by City under this MOU is a substitute for services already being provided by County and such services provided by the City will be consistent with the level of service now provided by County;

WHEREAS, County and City wish to continue to explore the opportunities to further consolidate animal services operations, including the creation of a Joint Powers Authority, and this agreement is an initial step;

NOW, THEREFORE, in mutual consideration of the covenants, terms, understandings, and conditions set forth below, the Parties agree as follows:

TERMS

1. **Scope of Services.** City shall provide general consolidated animal control services administrative management for the City and County (“Consolidated Services”) as follows:

a. Subject to the payment provisions in section 2, below, City shall provide an Animal Services Administrator (“Administrator”) for the provision of Consolidated Services for the City and the County. The Administrator shall receive general direction from the City Chief of Police or designee (“Chief”). The Administrator shall provide a minimum of 16 hours, per week, of administrative services on-site at the County of Monterey Animal Shelter located at 160 Hitchcock Road, Salinas, California.

b. The Chief and Administrator will consult with the County of Monterey Health Department (“Department”) regarding the provision of the Consolidated Services, and shall consider the recommendations regarding the provision of such services from the Department in good faith.

c. The County shall provide a full time Animal Services Supervisor who shall assist the Administrator in the provision of the Consolidated Services.

d. The Administrator shall provide overall direction, management and control regarding the provision of the Consolidated Services. The Administrator shall provide direct management and supervision of City personnel with respect to such services. The Administrator shall coordinate with the Animal Services Supervisor provided by the County and other County Health Department management, as designated in County’s discretion; the County, through County Health Department management, shall have direct management and supervision of County personnel with respect to such services.

2. **Billing.** City shall submit to County an invoice, on a quarterly basis, that represents forty percent (40%) of the cost of the Administrator. Cost shall include salary plus benefits. Any such invoices shall be in full accord with any and all applicable provisions of this MOU. County shall make payment on each such invoice within thirty (30) days of receipt. Administrator costs are estimated by the parties to total \$225,405 over the initial term (15 months) of this MOU, as defined in Section 3 below. The County’s portion of the estimated cost, at forty percent, will amount to approximately \$90,162 over the initial term of this MOU.
3. **Term.** This MOU is effective on April 1, 2017 and shall remain in effect until June 30, 2018, unless extended or sooner terminated by mutual written agreement of the Parties. The period of performance may be extended or shortened by written agreement of the Parties. Any Party hereto may terminate this MOU at any time by giving 90 days written notice to the other Parties.
4. **Administration of Animal Services.** The Administrator shall act as City’s representative with respect to the services to be provided under this MOU. Such person shall have the complete authority to transmit instructions, receive information, and interpret and define City’s policies and procedures regarding animal services. City may unilaterally change the Administrator upon notice to County. The Animal Services Supervisor provided by the County shall act as County’s representative with respect to the services to be provided under this MOU. Such person shall have the complete authority to transmit instructions, receive information, and interpret and define County’s policies and procedures regarding animal services. County may unilaterally change the Animal Services Supervisor upon notice to City.
5. **Independent Contractor.** City is and at all times shall remain to County a wholly independent contractor. The personnel performing services under this MOU on behalf of City shall at all

times be under City's exclusive direction and control. The personnel performing services under this MOU on behalf of County shall at all times be under County's exclusive direction and control. Neither County, nor any of its officer, employees or agents shall have control over the conduct of the Administrator or any other City personnel. Neither the City nor any of its officer, employees or agents shall have control over the conduct of the Animal Services Supervisor or any other County personnel.

6. **Additional Shared Animal Services.** City shall continue to evaluate the feasibility of combining animal services to the City and to unincorporated parts of the County, based upon but not limited to recommendations included in the feasibility study conducted by Management Partners. City shall provide periodic updates on these recommendations regarding shared services, including but not limited to, sharing electronic licensing services, animal refrigeration services, and clinic space. City shall provide County with an operational implementation plan regarding the combination of animal services to the City and to unincorporated parts of the County by the end of the term of this MOU. In furtherance of these duties, City shall meet monthly with the Director of the Environmental Health Bureau of County's Department of Health to discuss and assess progress on the operational implementation plan. The obligations of the parties are subject to the following estimated schedule:
 - (a) By September 1, 2017, City shall provide a written evaluation and recommendations regarding all opportunities for shared animal services;
 - (b) By December 1, 2017, City shall provide a written proposal for an operational implementation plan, such plan to identify next steps, effective dates, and needed resources to support implementation for additional shared animal services;
 - (c) County Department of Health staff shall evaluate the City's written proposal for an operational implementation plan and shall submit feedback and suggested revisions to the written proposal for an operational implementation plan to the City, in their discretion. Upon reaching agreement with the City on the terms of an operational implementation plan, County Department of Health staff shall submit it to the County Board of Supervisors for consideration and approval, in the Board of Supervisors' sole discretion;
 - (d) If the County Board of Supervisors approves City's written, proposed operational implementation plan for additional shared City and County animal services, Administrator will implement the Operational Plan as approved by both the County Board of Supervisors and the Salinas City Council.
 - (e) If both the County Board of Supervisors and Salinas City Council approve City's written, proposed operational implementation plan combining City and County animal services, Administrator will provide quarterly program reports on accomplishments to date, per the approved Operational Implementation Plan.
 - (f) The Operational Implementation Plan approved by the County Board of Supervisors and the Salinas City Council may include discussion of formation of a Joint Powers Authority. By May 1, 2018, and only if formation of a Joint Powers Authority for provision of City and County animal services is previously approved, in concept, by the County Board of Supervisors, Administrator will present a strategic plan to the County Board of Supervisors for transitioning City and County animal services to a Joint Powers Authority. Any actual transition of responsibility for County animal

services to a Joint Powers Authority is subject to approval by the County Board of Supervisors

All written reports specified above must be delivered to the Director of the Environmental Health Bureau, County Department of Health.

7. **Dispute Resolution.** In the event of a dispute arising out of the performance of this MOU, each of the Parties may send a written notice of dispute to the other Parties. Within fifteen working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute.
8. **Further Assurances.** City and County each agree to cooperate with one another and to execute such documents and to take whatever additional action may be necessary and proper to effectuate this MOU.
9. **Indemnification.** EXCEPT AS MAY OTHERWISE BE SPECIFICALLY PROVIDED FOR IN THIS MOU, AND IN LIEU OF AND NOTWITHSTANDING THE PRO RATA RISK ALLOCATION WHICH MIGHT OTHERWISE BE IMPOSED BETWEEN THE PARTIES TO THIS MOU PURSUANT TO GOVERNMENT CODE SECTION 895.6, THE PARTIES AGREE THAT EACH PARTY SHALL BE RESPONSIBLE, FOR THE NEGLIGENT ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES, AND THAT NEITHER PARTY SHALL BE RESPONSIBLE FOR THE NEGLIGENT ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF THE OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES OF THE OTHER. EACH PARTY SHALL, TO THE EXTENT AUTHORIZED BY LAW, BE EXCLUSIVELY LIABLE FOR ANY AND ALL DAMAGES SUSTAINED AS THE RESULT OF THE NEGLIGENT ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES. EACH PARTY THEREFORE AGREES TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE OTHER PARTIES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, EXPENSES, AND COSTS OF EVERY KIND, INsofar AS IT MAY LEGALLY DO SO, ON ACCOUNT OF ANY DAMAGE OR LOSS ARISING OUT OF THAT AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES, AND REPRESENTATIVES. EACH PARTY IS RESPONSIBLE FOR ITS OWN WORKERS' COMPENSATION CLAIMS AND HEREBY WAIVES WORKERS' COMPENSATION RIGHTS OF SUBROGATION AGAINST THE OTHER PARTY. THESE MUTUAL INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS MOU AND EXTEND TO THE END OF THE STATUTE OF LIMITATIONS PERIODS APPLICABLE TO CLAIMS ARISING OUT OF THIS MOU.
10. **Insurance.** Parties are each political subdivisions of the State of California that are either self-insured, participate in an insurance consortium, or purchase excess coverage for all forms of legal liability, and each has and maintains, at its sole cost and expense, Workers Compensation and general liability insurance. Prior to the performance of services under this

MOU, each Party shall provide the other, upon request, with a certificate or letter of self-insurance evidencing insurance coverage. The insurance maintained under this section shall not limit the indemnity obligations of either party as set forth above, and the failure to maintain said insurance coverage shall constitute a material breach of this MOU. City shall have sole responsibility for insurance coverage of the Administrator and its employees providing services under this MOU; County shall have sole responsibility for insurance coverage for the Animal Services Supervisor and its employees providing services under this MOU.

11. **Headings**. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this MOU.
12. **Counterparts**. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
13. **Severability**. If any part of this MOU is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the MOU shall continue to be in full force and effect.
14. **Integration and Agreement**. This MOU represents the entire understanding of City and County as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This MOU may not be modified or altered except by amendment in writing and duly executed by authorized representatives of the Parties.
15. **Jurisdiction**. This MOU shall be administered and interpreted under the laws of the State of California. Venue of litigation arising from this MOU shall be in the Superior Court of the State of California, in the County of Monterey.
16. **Notice**. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

COUNTY OF MONTEREY

County Administrative Officer
168 W. Alisal St.
Salinas, CA 93901-2439

Copy: County Counsel

CITY OF SALINAS

City Manager
200 Lincoln Avenue
Salinas, CA 93901

Copy: City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as set forth below:

County of Monterey

Chair
Monterey County Board of Supervisors

Date

Approved as to Form

Deputy County Counsel

Approved as to Liability

Date

Steve Mauck, Risk Manager

Date

City of Salinas

Ray E. Corpuz, Jr.
City Manager

Date

Approved as to Form

Christopher Callihan
City Attorney

Date