

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF
DEL REY OAKS**

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 Del Rey Oaks ("CITY"). It is effective upon Monterey County Board of Supervisors' approval and subsequent execution by County through January 30, 2019. 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.

2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 26

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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 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

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clinics, which exceeds \$150.00, CITY 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. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY.
- 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.

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 for all types of animals:

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. 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 and de-braining as required for laboratory testing, at a rate of \$160 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

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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.

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.

I. "Good Samaritan" Animal Surrender

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:

- a. Where the animal was found
- b. If the animal is injured, how the animal was injured
- c. Whether the animal has any identification
- d. Whether the owner is known
- e. Request a copy of the "Good Samaritans" Driver's License or ID.
- f. Request a Current address for the Good Samaritan.

The Parties acknowledge that "Good Samaritans" may be unwilling to provide County with the information specified.

Prior to CITY being charged for the care of the surrendered animal, CITY will conduct an investigation to verify that the information obtained by COUNTY is accurate.

COUNTY shall notify CITY immediately upon receipt of the animal and shall provide CITY with all information obtained. COUNTY Animal Services staff shall determine if the animal came from the County's jurisdiction or from within the incorporated boundaries of the CITY prior to authorizing treatment. If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be

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responsible for shelter, care and veterinary treatment, if any, provided by COUNTY pursuant to the terms of this Agreement. During evenings, holidays and weekends, COUNTY shall contact the CITY at a designated, after-hours telephone number to receive verbal authorization for treatment, if warranted.

J. Animal Surrender by City Resident

The Monterey County Animal Shelter shall not accept any animal that is being surrendered by its owner when that owner resides within the boundaries of the City of Del Rey Oaks. The owner shall be directed to take the animal(s) to the local SPCA located at 1002 Monterey Salinas HWY, Salinas, Ca. 93908.

If the owner is unable or unwilling to take their animal to the SPCA, the Monterey County Animal Shelter shall either refer the owner back to the City of Del Rey Oaks Animal Control Officer or provide the owner with contact information for animal rescue organizations to ask for assistance.

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.

B. 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.

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- B. Upon request from CITY, COUNTY shall provide training to CITY staff on topics of interest to CITY.

5. TERM AND TERMINATION

A. Term

This Agreement shall be effective upon County Board of Supervisors' approval and subsequent County execution and shall terminate on January 30, 2019, unless sooner terminated pursuant to the terms of this Agreement. Any change to this agreement shall be agreed to by both parties in writing by an amending document.

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 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). The CITY shall be billed at a rate of \$160 per animal found within the incorporated boundaries of the CITY and admitted to the Animal Services Center for animal bite quarantine. 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 \$160.00 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 \$160.00 for each live stray animal brought in.
- B. Upon request and written approval from CITY, COUNTY shall provide shelter services in addition to ten days. If requested, CITY shall be billed at a rate of \$25.00 per day for animals provided additional shelter beyond ten days.
- 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.

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- D. The CITY shall be billed at a rate of \$25.00 for the disposal of each domestic animal carcass.
- E. Licensing fees by City of Del Rey Oaks residents reclaiming animals from the Animal Services Center, for both dogs and cats, shall be as follows for each animal sheltered by County pursuant to this Agreement:
- NOT Spayed/Neutered: \$45 for 1 year, \$65 for 2 years and \$75 for 3 years*
 - Spayed/Neutered: \$15.00 for 1 year, \$20.00 for 2 years and \$30 for 3 years*
 - Senior discount**: \$9 for 3 years and animal MUST be spayed or neutered

*These periods are based on vaccination expiration dates, i.e. 1- 12 months= one year, 12-24 months = 2 years, and 24-36 months = 3 years.

** "Senior" is defined as a person 60 years of age or older for the purposes of this agreement.

Licensing fees charged to City residents reclaiming animals from the Animal Services Center may increase or vary, as authorized by the Monterey County Board of Supervisors.

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

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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 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.

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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.

10. EMPLOYEE STATUS

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

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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. 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 Rd.		650 Canyon Del Rey Rd.
Salinas, CA 93906		Del Rey Oaks, Ca. 93940

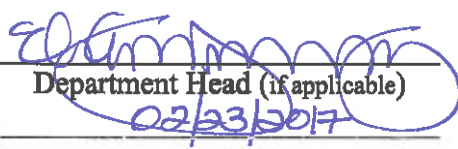
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IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day
and year first above written.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By:  _____
Department Head (if applicable)

Date: 02/23/2017

Approved as to Form

By:  _____
County Counsel

Date: Jan 23, 2017

Approved as to Fiscal Provisions

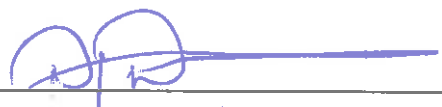
By:  _____
Auditor/Controller

Date: 12/17

Approved as to Liability Provisions

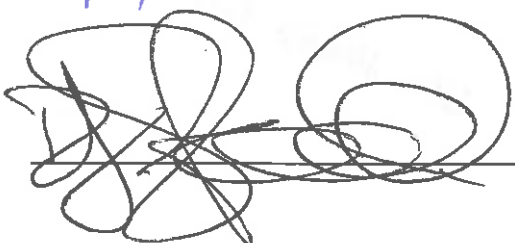
By: _____
Risk Management

CITY

By:  _____
Daniel Dawson

City Manager
Name and Title

Date: 12/16/16

By:  _____

Chief of Police
Name and Title

Date: 12/16/16

HEALTH DEPARTMENT
DEC 14 2016
ENVIRONMENTAL HEALTH

RECEIVED
MONTEREY COUNTY
2017 FEB 24 AM 9:02
CLERK OF THE BOARD
DEPUTY