

RESOLUTION NO. 2021-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APPROVING THE ANIMAL SERVICES AGREEMENT BETWEEN THE CITY OF MARINA AND THE COUNTY OF MONTEREY. AUTHORIZE THE EXTENSION OF ANIMAL SERVICES WITH THE COUNTY OF MONTEREY EFFECTIVE 07/01/2021 THROUGH 12/31/2021, SERVICES WHICH WERE PREVIOUSLY PROVIDED THROUGH AN AGREEMENT WITH CITY OF SALINAS, WHICH EXPIRED 07/01/2021."

WHEREAS, the City of Marina has a duty and responsibility to protect and maintain the health, safety, and welfare of our residents, including the duty and the responsibility to provide animal sheltering services pursuant to California and local law; and

WHEREAS, the City of Salinas and the County of Monterey have been working together for several years on consolidation of animal services and with the onset of COVID, merged staff and animals into the County shelter at 160 Hitchcock Road, Salinas; and

WHEREAS, the original Agreement for Animal Shelter Services between the City of Marina and the City of Salinas expired 07/01/2021; and

WHEREAS, should the City Council approve this request, funding is available within the FY 2021-22 budget General Fund, Police Department Budget, Animal Sheltering Account No.100.210.000.6370.020 for a flat rate of \$3,100 per month for up to 20 sheltered animals. If more than 20 animals are brought in, the City of Marina will be billed \$155 per animal (for up to 10 days holding time per animal).; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described in **Exhibit A**.

NOW, THEREFORE IT BE RESOLVED by the City Council of the City of Marina that does hereby:

1. Resolution No. 2021-, approving the Animal Services Agreement between the City of Marina and the County of Monterey.
2. Authorize the extension of Animal Services with the County of Monterey effective 07/01/2021 through 12/31/2021

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on this 8th day of September 2021 by the following vote:

AYES, COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

Bruce, C. Delgado, Mayor

ATTEST:

Anita Sharp, Deputy City Clerk

**AGREEMENT BY AND BETWEEN
THE COUNTY OF MONTEREY
AND THE CITY OF MARINA**

EXHIBIT A

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 Marina (“CITY”). It is effective July 1, 2021 through December 31, 2021. 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, California, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY was contracting with the City of Salinas prior to the COVID-19 pandemic, for the sheltering of animals found within the City limits of Marina; and

WHEREAS, the COUNTY and the City of Salinas have consolidated shelters and all animals that were being housed at the Salinas Shelter are now being housed at the County Animal Services Center; 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 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.

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 and surrendered 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 CITY staff, in writing, as soon as possible.
2. Payment/Rates: COUNTY shall invoice CITY for the emergency medical services provided at:
 - a. The current Board-approved rates for care provided by COUNTY's veterinary clinic; or
 - b. 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 \$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.
 - c. 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 as long as its condition is such that it can be safely and humanely housed and cared for.

E. Rabid Animals

- a. COUNTY shall perform the following rabid animal services for all types of animals:
- b. Transport tissue to the County Health Department for testing.
- c. Dispose remains of rabid animals.
- d. Report rabid animal incidents to appropriate agencies.
- e. When required, COUNTY shall de-brain the animal, or shall coordinate de-braining of the animal, for testing by the County Health Department.
- f. CITY shall be responsible for the cost of decapitation and de-braining as required for laboratory testing, at a rate as in the approved COUNTY Fee Schedule, 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 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 invoice, a report that includes:

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"

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 relative to;

- a. Where the animal was found
- b. If animal is injured, how the animal was injured
- c. Whether the animal has any identification
- d. Whether the owner is known
- e. Obtain a current address and contact information for the Good Samaritan.

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 any medical treatment. If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be 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.

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; and
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 during the terms of this agreement to discuss CITY'S future animal sheltering needs.
- B. Upon request from CITY, COUNTY shall provide in-house training to CITY staff on topics of interest to CITY, as deemed appropriate by COUNTY.

5. TERM AND TERMINATION

A. Term

This Agreement shall be effective on **July 1, 2021** and shall terminate on **December 31, 2021**, 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 services rendered by the COUNTY before the termination date.

6. PAYMENT

- A. The CITY shall be billed at a flat rate of \$3,100 per month for up to 20 sheltered animals.
- B. If more than 20 animals are brought in, CITY will be billed \$155 per animal (for up to 10 days holding time per animal).
- C. Additional fees may apply to CITY on a case by case basis including veterinary exams and/or treatment as required, immediate euthanasia of underaged or critically injured animals, owner notification letters, bite reports or any other costs that COUNTY incurs that are due to CITY animals as indicated in COUNTY's current fee schedule.
- D. Animals that need to be held over 10 days per direction from the CITY will be billed for each additional day over the 10 days, at the rate listed on the COUNTY's current fee schedule.

- E. Feral cats with kittens and kittens and puppies: If a feral cat is brought in by CITY and has a litter of kittens while in the stray holding time, CITY will not be billed additionally for those new animals.
- F. 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 additionally for services provided to the animal.
- G. The CITY shall not be billed for the disposal of domestic animal carcasses. COUNTY will not accept, for disposal any large animals, wildlife, small wildlife, exotic animals, and livestock.

7. MUTUAL INDEMNIFICATION

INDEMNIFICATION, CITY shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by CITY and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the COUNTY. The CITY shall reimburse COUNTY for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the CITY is obligated to indemnify, defend and hold harmless COUNTY under this Agreement.

INDEMNIFICATION, COUNTY shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by COUNTY and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the CITY. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the CITY. COUNTY shall reimburse CITY for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the COUNTY is obligated to indemnify, defend and hold harmless the CITY under 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 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.

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

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:
Elsa M. Jimenez, Director of Health		City of Marina Chief of Police
1270 Natividad Road		211 Hillcrest Avenue
Salinas, CA 93906		Marina, CA 93933

This area intentionally left blank

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

COUNTY OF MONTEREY

CITY OF MARINA

By: _____
Contract/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: _____

By: _____

Date: _____
Name and Title

By: _____

Date: _____
Name and Title

August 24, 2021

Item No. **9g(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of September 8, 2021

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2021-,
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MARINA
AND THE COUNTY OF MONTEREY FOR THE USE OF THE COUNTY
OF MONTEREY ANIMAL SERVICES CENTER AND THE PROVISION
OF OTHER ANIMAL SERVICES.**

REQUEST:

It is requested that the City Council:

1. Consider adopting Resolution No. 2021-, approving the Animal Services Agreement between the City of Marina and the County of Monterey.
2. Authorize the extension of Animal Services with the County of Monterey effective 07/01/2021 through 12/31/2021, services which were previously provided through an agreement with City of Salinas, which expired 07/01/2021.

BACKGROUND:

The City of Marina has a duty and responsibility to protect and maintain the health, safety, and welfare of our residents, including the duty and the responsibility to provide animal sheltering services pursuant to California and local law. The City of Salinas previous owned and operated an animal shelter and provided animal sheltering services for the incorporated area of Salinas. The City of Salinas and the County of Monterey have been working together for several years on consolidation of animal services and with the onset of COVID, merged staff and animals into the County shelter at 160 Hitchcock Road, Salinas. It has been determined recently that the City of Salinas Animal Shelter is no longer going to be used for animal sheltering services. To continue providing animal services to the residents of Marina, the City of Marina must enter into an agreement with the County of Monterey, utilizing the services provided by the County Animal Shelter.

ANALYSIS:

The original Agreement for Animal Shelter Services between the City of Marina and the City of Salinas expired 07/01/2021. Although the original agreement between the City of Marina and the City of Salinas involved Salinas providing animal sheltering services, these services are no longer provided by Salinas. The County of Monterey has agreed to temporarily continue the services originally provided by the City of Salinas and honor the same contractual agreement that Marina had with Salinas (**"EXHIBIT A"**).

FISCAL IMPACT:

Should the City Council approve this request, funding is available within the FY 2021-22 budget General Fund, Police Department Budget, Animal Sheltering Account No.100.210.000.6370.020 for a flat rate of \$3,100 per month for up to 20 sheltered animals. If more than 20 animals are brought in, the City of Marina will be billed \$155 per animal (for up to 10 days holding time per animal).

Additional fees may apply to the City of Marina on a case-by-case basis including veterinary exams and/or treatment as required, immediate euthanasia of underaged or critically injured animals, owner notification letters, bite reports or any other costs that the County of Monterey incurs that are due to the City of Marina animals as indicated in the County of Monterey's current fee schedule. Animals that need to be held over 10 days per direction from the City of Marina will be billed for each additional day over the 10 days, at the rate listed on the County of Monterey current fee schedule. Feral cats with kittens and kittens and puppies: If a feral cat is brought in by the City of Marina and has a litter of kittens while in the stray holding time, the City of Marina will not be billed additionally for those new animals. Where an animal is released to the owner and owner pays all fees related to the care of the animal, the City of Marina shall not be charged additionally for services provided to the animal. The City of Marina shall not be billed for the disposal of domestic animal carcasses. The County of Monterey will not accept, for disposal any large animals, wildlife, small wildlife, exotic animals, and livestock.

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Eddie Anderson
Patrol Operations Commander
City of Marina

REVIEWED/CONCUR:

Tina Nieto
Chief of Police
City of Marina

Layne Long
City Manager
City of Marina