

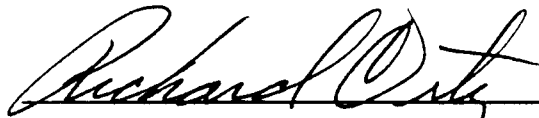
RESOLUTION NO. 1880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
 MONTEREY COUNTY SOCIETY FOR THE
 PREVENTION OF CRUELTY TO
 ANIMALS, INC.

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said City to execute and deliver an Agreement with MONTEREY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC., in the form of the document hereunto attached, marked "Exhibit No. A", and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of September, 1988, by the following vote:

AYES, and in favor thereof, Councilmembers: Campos,
 Ledesma, Untalon, Mayor Pro Tem Slagle, Mayor Ortiz
 NOES, Councilmembers: None
 ABSENT, Councilmembers: None



MAYOR OF THE CITY OF SOLEDAD

ATTEST:



CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of September, 1988, by and between the CITY OF SOLEDAD, a municipal corporation, hereinafter referred to as "CITY", and MONTEREY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC., hereinafter referred to as "SOCIETY".

WHEREAS, CITY desires to provide and maintain a shelter facility to secure humane impoundment and disposition of stray and unwanted animals pursuant to the provisions of Section 25802 of the California Government Code and other applicable sections of Division 14 and 14.5 of the California Food and Agricultural Code; Chapter 3 of Division 3 of the California Health and Safety Code; and the CITY OF SOLEDAD animal control ordinance, enacted as Title 6 of the Soledad Municipal Code; and

WHEREAS, SOCIETY represents itself as willing and able to provide the services required by CITY to carry out the provisions of the aforesaid state statutes and CITY ordinance, insofar and only insofar as they pertain to the shelter, impoundment and disposition of stray and unwanted animals; and

WHEREAS, SOCIETY is not willing to provide animal control field services to CITY, and CITY represents that it is willing to assume responsibility for all animal control field

EXHIBIT "A"

services within the city limits of the CITY OF SOLEDAD; and

WHEREAS, the definition of "field services" as used herein includes stray animal pickup, injured and sick animal pickup (including veterinary animal pickup), and nuisance complaints, i.e. barking dogs, or other complaint investigation; not included in the definition of "field services" are any activities included in paragraph 10 hereof, entitled "Rabies Investigation."

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. Term. This agreement shall take effect on July 1, 1988. It shall remain in full force and effect for twelve months with this agreement ending June 30, 1989.

2. Payment. In consideration of the agreement and undertakings to be performed by SOCIETY, CITY agrees to pay SOCIETY the sum of Six Hundred Sixty-three and 90/100 Dollars (\$663.90) per month for the duration of this agreement ending on June 30, 1989. All payments to be made under this section shall be payable monthly in advance. The Finance Director of CITY is directed to make said payments, monthly in advance.

3. Contract Supervision. CITY shall designate a city official authorized and assigned to represent the interests of CITY and to ensure that the terms and conditions of this contract are carried out. That official is the City Manager. SOCIETY's executive director or

his designee shall administer this agreement on behalf of SOCIETY. SOCIETY agrees to submit necessary programmatic and financial reports in a timely fashion as required by CITY.

4. Contract Monitoring. CITY will assign a Program Manager to be CITY's liaison to SOCIETY with respect to monitoring the performance of this agreement. The Program Manager shall act as CITY's principal representative regarding both budgetary and programmatic issues.

Both SOCIETY and CITY will monitor continuously services and operations under contract in an effort to implement increased cost effectiveness and efficiency.

5. Independent SOCIETY Status. SOCIETY understands and agrees that the services performed hereunder by its officers, agents, employees or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of CITY. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this contract shall be provided by SOCIETY in performance of the contracted services. It is also understood SOCIETY shall have control of its work and the manner in which it is performed. SOCIETY shall be free to contract for similar services to be performed for other employers while this contract with CITY, or any renewal or extension hereof, remains in effect.

6. Indemnification and Insurance. SOCIETY agrees

to indemnify, defend and save harmless CITY, its officers, agents and employees, from and against any and all claims and losses whatsoever accruing or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with SOCIETY's performance of this agreement. Without limiting SOCIETY's indemnification, it is agreed that SOCIETY shall maintain in force at all times during the performance of this agreement a policy of insurance covering all of its operations (including public liability and property damage coverage but not including contingent malpractice) with not less than One Million Dollars (\$1,000,000.00) single limit liability. A certificate evidencing the maintenance of such insurance shall be filed with CITY, and CITY shall be given notice in writing at least thirty (30) days in advance of cancellation thereof. Insurance shall be in a company authorized by law to transact insurance business in the State of California.

All policies shall provide an endorsement naming the CITY OF SOLEDAD, its officers, agents and employees as additional insureds, and shall further provide for thirty (30) days' written notice to CITY in advance of the cancellation or non-renewal of said policy or policies.

Policies shall also be endorsed to provide such

insurance as primary insurance and that no insurance of the additional insureds shall be called on to contribute to a loss covered by SOCIETY's insurance.

7. Worker's Compensation. SOCIETY will also furnish to CITY evidence of statutory worker's compensation insurance with employer's liability limits of not less than One Hundred Thousand Dollars (\$100,000.00). SOCIETY shall, throughout the period of this agreement, maintain in full force and effect a policy of worker's compensation insurance covering all of its employees.

8. Increased Insurance Coverage. If CITY requires SOCIETY to increase its insurance coverage within a contract year, CITY agrees to pay any additional cost resulting from that change.

9. Section 504 Compliance. Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to handicapped persons on an equivalent basis with those received by non-handicapped persons.

SOCIETY shall agree to be in compliance with Section 504 requirements by: (1) signing the Letter of Assurance, or (2) by developing a plan for compliance to be submitted to CITY.

10. Rabies Investigation. The definition of "rabies investigation" shall include animal shelter quarantine and head removal for analysis of the brain of dead animals

that have bitten or are suspicious in nature by the County laboratory. All specimens will be delivered to the County laboratory by County animal control personnel. Quarantine activities at the shelter will be as provided by or through SOCIETY of incorporated and unincorporated areas of Monterey County. For the purposes of this agreement, the laboratory shall mean the Monterey County Health Department Laboratory at 1270 Natividad Road, Salinas, California.

11. Animal Shelter. A. SOCIETY will maintain and operate an animal shelter in a secure and sanitary manner adequate for the confinement, treatment and disposal of all animals which may be delivered to it from the CITY OF SOLEDAD as hereinafter provided, and will furnish all supervision, labor, animal food, tools, supplies and other things necessary for satisfactory performance of the services herein agreed to be provided. The animal shelter shall be operated at 1002 Monterey-Salinas Highway, Monterey, California.

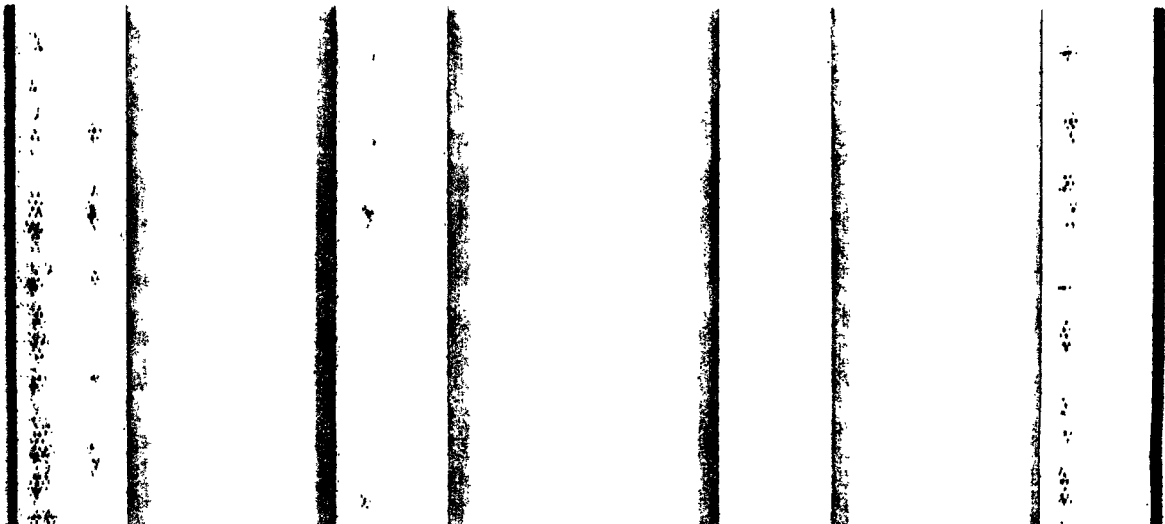
B. SOCIETY will provide means to accept at all times, and without charge, all stray, abandoned and surrendered dogs and cats delivered to the animal shelter by CITY animal control personnel, the Soledad Police Department, or California Highway Patrol, and any stray or abandoned livestock as can be handled. SOCIETY will provide means to accept during its business hours, all live stray, abandoned or surrendered dogs and cats delivered to the animal shelter by residents from incorporated areas of the CITY OF SOLEDAD, and

any stray or abandoned livestock as can be handled. Business hours shall consist of not less than six (6) hours on Monday through Friday, and not less than five (5) hours each Saturday and Sunday, but need not otherwise include holidays observed by CITY. SOCIETY shall require all such persons who deliver animals to give their names and present home and post office addresses and, if a stray or abandoned animal, to identify the place where the animals involved were found. SOCIETY shall accept dead cats and dogs for disposition and require that persons delivering same shall give their name and address, present home and post office address, and identify the place where the animals involved were found if stray or abandoned.

C. Any animal taken into custody by an employee of CITY shall be delivered to SOCIETY at its shelter or held in a humane way at a designated holding area until it is delivered to SOCIETY.

D. SOCIETY will maintain an isolated section of the animal shelter facility for the confinement, observation and care of any animal suspected of rabies, or any animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility in accordance with instructions of the County Health Officer.

E. SOCIETY shall provide and maintain in a safe condition a place for removal of heads from animals which are suspected of being rabid.



F. When an impounded animal bears a dog license from any jurisdiction or other identification tag or can otherwise be identified as to ownership, SOCIETY shall, within one (1) working day after receipt of such animal, notify the owner thereof by mail, including in such notice information regarding the procedure whereby the owner can recover the animal; provided, however that any animal suspected of rabies or which has bitten or otherwise exposed any person, shall not be released to its owner without express approval of the County Health Officer or his authorized representative. For purposes of this agreement, "working day" shall be understood to mean any weekday, from Monday through Friday, inclusive, except holidays observed by the CITY OF SOLEDAD.

G. Before delivering an impounded animal to its owner, SOCIETY will:

- (1) Satisfy itself as to the owner's identity and obtain a receipt for the animal involved; and
- (2) Collect and provide a receipt for the redemption and maintenance fees prescribed by the CITY OF SOLEDAD animal control ordinance.

H. SOCIETY shall assist CITY to the extent provided herein in the enforcement of the licensing and anti-rabies vaccination provisions of the CITY OF SOLEDAD animal control ordinance. SOCIETY shall not release any impounded dog to its owner unless it is licensed and vaccinated as required by law. Once each month, but not longer than thirty (30) days

following adoption, SOCIETY shall provide to CITY a record of all dogs adopted including the name, address and phone number of the adopter, the date of adoption and the age of the dog at the time.

I. With regard to the impoundment and disposition of cats, SOCIETY will at all times comply with the provisions of Division 14.5 of the California Agricultural Code.

J. No animal taken into custody within the incorporated areas of the CITY OF SOLEDAD shall be sold, loaned or given to any firm, group, society, hospital, corporation, institution or university, except by SOCIETY, which shall have the full power of disposal of said animals in accordance with the purposes for which it is incorporated. Any animal may, however, be redeemed by the owner or owners thereof or adopted in accordance with applicable CITY ordinances, state codes and SOCIETY policies, or adopted to residents by CITY if the animal is not used for any type of research, and CITY adopts the animal in accordance with applicable CITY ordinances and State Food and Agriculture Code 31751 and CITY insures that the dog or cat adopted is spayed and neutered as required by State Food and Agriculture Code 31751, Section (b).

K. Subject to the provisions of subparagraph (c) hereinabove, SOCIETY may dispose of animals which are not redeemed by their owners within five (5) working days after the mailing of the notice prescribed in subparagraph (f) hereinabove. Animals which cannot be identified as to

ownership may be disposed of by whichever of the following methods SOCIETY may elect:

(1) Adoption at such price as SOCIETY may determine, subject to licensing requirements and subject also to federal and state laws pertaining to the sale and transfer of animals. All adoption fees shall be retained by SOCIETY.

(2) Not less than seventy-two (72) hours after receipt thereof, destruction in a humane manner approved by the County Health Officer; provided, however, that sick and injured animals may be disposed of in accordance with Section 597(f) of the California Penal Code.

(3) Treatment services shall be provided in accordance with Section 597(f) of the California Penal Code. Injured or sick animals will only be transported to the shelter if veterinarian services are available to treat said animals. An injured or sick animal brought into the shelter by CITY animal control personnel or a member of the public or an animal that becomes sick or is injured at the shelter will be treated by SOCIETY's veterinarian staff, if available. If the staff is not available to treat said animal, animal control personnel will transport it to a veterinary hospital immediately.

If the owner of an injured or sick stray animal

redeems same, the owner will be required to pay all medical and impound fees incurred.

L. To facilitate redemption and adoption of impounded animals, SOCIETY will provide that the office and viewing section of SOCIETY's shelter facility will be open to the general public not less than six (6) hours on weekdays, since time is needed to clean the facilities, and not less than five (5) hours each Saturday and Sunday.

M. Not later than the tenth working day of each month, SOCIETY will deliver to CITY all impound fees and maintenance fees collected during the prior month pursuant to this agreement.

N. SOCIETY will keep timely, complete and accurate records of the receipt and disposition of all dogs and cats delivered into its custody at the animal shelter, and a complete accurate set of books showing the revenues, expenses and related financial transactions pertinent to the operation and maintenance of the animal shelter facility, and rabies investigation as it related to shelter activities. Such records and books shall be maintained in such a manner so as to permit ready distinction between SOCIETY's activities and costs pursuant to this agreement, and its other corporate activities and costs as an SPCA/Humane Society. All records and accounts shall be made available at the animal shelter on SOCIETY's premises for examination at all reasonable times by authorized representatives of CITY.

12. Cooperation. CITY and SOCIETY shall cooperate with each other in carrying out the terms of this agreement and in order to be in compliance with state law and local ordinances or regulations. CITY and SOCIETY shall each make available to the other all knowledge and information each has that may be of benefit to the other party. CITY personnel shall be subject to the rules, regulations and requirements of SOCIETY while at the shelter.

13. Enabling Acts. If after due notice by SOCIETY, CITY fails or refuses to enact any laws or regulations reasonably necessary for SOCIETY to perform its obligations under this contract, SOCIETY may terminate this agreement upon sixty (60) days' notice.

14. Notice. In addition to all other notices provided for herein, CITY agrees that it shall give SOCIETY notice of any changes in ordinances, resolutions, or regulations contemplated by it relating to any matters affecting SOCIETY's performance or the well-being or humane treatment of animals in the community and/or functions under the terms and conditions of this agreement. All notices herein provided to be given, or which may be given, by either party to the other, shall be in writing and be given by personal service or by United States mail postage prepaid, certified mail, return

receipt requested, and addressed or served as follows:

<u>CITY</u>	<u>SOCIETY</u>
City of Soledad P. O. Box 156 Soledad, Ca. 93960	Monterey County Society for the Prevention of Cruelty to Animals, Inc. P. O. Box 3058 Monterey, Ca. 93940

15. Cancellation of Agreement. SOCIETY reserves the right to cancel this agreement upon the expiration of sixty (60) days after written notice of cancellation is given to CITY if an ordinance is enacted that it believes would be inhumane to animals or unconstitutional in nature. It also reserve the right to cancel this agreement within said sixty (60) days' period if a manner in which CITY animal control personnel handle animals is not considered normal and humane animal practice, or is in violation of California anti-cruelty laws.

16. Nondiscrimination Clause. During the performance of this agreement, SOCIETY and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. SOCIETY and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. SOCIETY and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable

regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this agreement by reference and made a part hereof as if set forth in full. SOCIETY shall also abide by the Federal Civil Rights Act of 1964 (42 U.S.C., Section 1981 et seq.) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. SOCIETY and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. SOCIETY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

17. Attorneys' Fees and Costs. The prevailing party in any action brought to enforce the terms of this agreement or arising out of this agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

18. Amendment. This agreement may be modified and amended at any time during its term, or any extension(s) thereof, by written mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereof have caused this agreement to be executed by their respective duly

authorized agents the day and year shown above.

CITY

SOCIETY

CITY OF SOLEDAD, a municipal corporation,

MONTEREY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

By Richard O'Neil
Mayor

By [Signature]
Title:

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Attorney for MONTEREY COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC.

APPROVED AS TO FORM:

[Signature]
City Attorney
CITY OF SOLEDAD