

RESOLUTION NO. 2396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
 AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH  
 SUSAN PARRY, D V.M., (DBA: LOS COCHES  
 ANIMAL HOSPITAL, INC ,) FOR  
 SHELTERING SERVICES

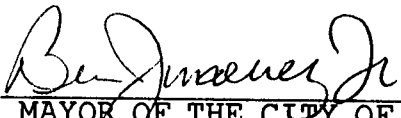
**BE IT RESOLVED** by the City Council of the City of Soledad that the Mayor and the City Clerk be, and they are hereby, authorized and directed for and in behalf of said City to execute the agreement with Susan Parry, D.V.M., Los Coches Animal Hospital, Inc., a California corporation, in the form of the document hereunto attached, marked "Exhibit 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 12th day of December, 1994, by the following vote:

AYES, and in favor thereof, Councilmembers: John Holguin, Fred Ledesma, Richard Oritz, Mayor Pro Tem Fabian Barrera, Mayor Ben Jimenez, Jr.

NAYES, Councilmembers. None

ABSENT, Councilmembers: None

  
 MAYOR OF THE CITY OF SOLEDAD

ATTEST:

  
 CITY CLERK OF THE CITY OF SOLEDAD

### **AGREEMENT**

**THIS AGREEMENT** by and between the CITY OF SOLEDAD, hereinafter referred to as "CITY", and Dr. Susan Parry, an individual doing business as Los Coches Animal Hospital, referred to variously herein as "DR. PARRY" and "SHELTER", respectively is made as of the 1st day of July, 1994.

#### **RECITALS**

A. The parties intend by this agreement to provide a shelter facility for the humane impoundment and disposition of stray and unwanted animals pursuant to the provisions of Section 25802 of the California Government Code and applicable Sections of Division 14 and 14.5 and Division 5 of the California Food and Agricultural Code, and Chapter 3 of Division 3 of the California Health and Safety Code, and Title 6 of the Soledad Municipal Code.

B. DR. PARRY represents that she possesses the necessary qualifications, capability, and licensing to provide the services required by CITY to carry out the provisions of the aforesaid statutes and code Sections insofar as they pertain only to the shelter, impoundment and disposition of stray and unwanted animals, and to accept and euthanize vicious and unsafe animals, and to issue animal licenses.

#### **AGREEMENT**

For and in consideration of the mutual covenants, conditions and agreements, the parties agree as follows:

1. Term. The term of this agreement shall be from July 1, 1994, to and including July 1, 1996; provided, however, that either party shall have the right to cancel this agreement upon sixty (60) days prior written notice to the other party.

2. Payment. CITY shall pay for services by DR. PARRY according to the fee schedule marked "Attachment A", hereunto attached and by reference made a part hereof. It is agreed that the fee schedule shall also apply to unclaimed animals or animals held at SHELTER with an outstanding balance due for shelter services.

3. Contract Supervision. CITY and DR. PARRY shall cooperate to the end that the terms and conditions of this contract are carried out. Responsibility for administration of CITY's animal control program shall be with City Manager, or designee. DR. PARRY shall be responsible for the provision of animal care, custodial care, and disposal services under said program as provided in this agreement. DR. PARRY agrees to submit necessary programmatic and financial reports in a timely fashion when and as required by CITY. In any matter where DR. PARRY deems that direction or advice from the City Manager is necessary, DR. PARRY shall not be in violation of this agreement as long as she makes a

good faith effort to follow such direction and advice as may be given by the City Manager.

4. Contract Monitoring. CITY and DR. PARRY shall continuously monitor services and operations under this agreement with a view to implementing increased cost effectiveness and efficiency.

5. Independent Contractor. DR. PARRY understands and agrees that in performing services hereunder it is acting in the capacity of independent contractor, and not as an officer, agent or employee of CITY whether delivering professional veterinary services, or providing for care and housing of animals, or otherwise. Provided, however, that DR. PARRY is hereby appointed assisting agent for the CITY for purposes of assisting in the issuance of dog licenses and assisting in the enforcement of animal control ordinances. DR. PARRY shall provide all personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the SHELTER and her performance of duties under this agreement at Nestles Road. DR. PARRY shall have control of her work, tools, and facilities, and the manner in which services are performed. It is understood and agreed that DR. PARRY shall be free to contract for, and provide, similar services for other persons while under contract with CITY, provided that said services do not unnecessarily interfere with DR. PARRY's service to CITY hereunder.

6. Indemnification and Insurance. DR. PARRY agrees to indemnify, defend and hold harmless CITY and CITY's officers, agents and employees from and against all claims, demands and liability sustained by any and all persons, firms and corporations furnishing or supplying work, services, materials or supplies in connections with the performance of this contract, and against all claims, demands and liability, including claims for damages and injury to or death of persons occurring upon or at the SHELTER's premises. DR. PARRY agrees to indemnify, defend, and hold harmless CITY and CITY's authorized agents and employees from and against all claims, demands and liability for injury or death to any person, or corporation arising out of the negligence of DR. PARRY or SHELTER employees in the delivery of veterinary services and in the furnishing of care and housing of animals.

CITY agrees to indemnify, defend and hold DR. PARRY and its employees harmless from any and all claims, demands and liability for injury to or death of any animal, and damage, injury or death sustained by any person, or corporation resulting from the issuance of dog licenses and the enforcement of animal control ordinances and requirements

Without limiting DR. PARRY's obligation as indemnitor, as hereinabove stated, it is agreed that DR. PARRY shall maintain and enforce 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 insurance coverage) with not less than \$300,000 single limit liability coverage. Insurance shall be provided by a company authorized by law to transact business in the State of California. A certificate evidencing such insurance shall be filed with CITY, and all policies shall provide an endorsement naming CITY, its officers, agents and employees, as additional insureds, and shall further provide (30) days written notice to CITY in advance of cancellation or non-renewal of said policies. All policies shall also be endorsed to provide such insurance as primary insurance, and shall also provide that no insurance of any additional insured shall be called upon to contribute to a loss covered by DR. PARRY's insurance. If CITY requires DR. PARRY to increase its insurance coverage during the term of this agreement, CITY shall pay any additional cost resulting from that change.

7. Worker's Compensation. At all times during the term of this agreement DR. PARRY shall maintain in full force and effect a policy of worker's compensation insurance covering all of SHELTER's employees, with employer's liability limits of not less than \$100,000.00.

8. Rabies Investigation. The term "rabies investigation" shall mean and include animal shelter quarantine of animals which have bitten persons or are suspected of being infected with rabies, and head removal of dead animals which are suspected of having rabies, or are known or suspected to have bitten any person, with analysis to be performed by the County Laboratory. All specimens shall be delivered to the County Laboratory by City personnel. All quarantine activities for the incorporated area of CITY shall be conducted by DR. PARRY. The term "County Laboratory" shall mean the Monterey County Health Department Laboratory at 1270 Natividad Road, Salinas, California.

9. Animal Shelter. A. DR. PARRY shall maintain and operate an animal shelter for all animals which may be delivered to it from CITY as hereinafter provided. Such shelter shall be maintained and operated in a secure and sanitary manner adequate for the confinement, treatment and disposal of animals. DR. PARRY shall furnish all necessary supervision, labor, animal food, tools, appliances, supplies and similar items necessary for the satisfactory performance of its services hereunder. SHELTER shall be located in Soledad, California at Nestles Road.

B. SHELTER shall have the capability of accepting at all times, and without charge, all stray, abandoned and surrendered dogs and cats found within the City limits of Soledad and delivered to the animal shelter by City personnel and SHELTER shall accept any stray or abandoned livestock which SHELTER has the capability of handling. SHELTER shall have the capability of accepting, and shall provide means to accept, during its business hours, all living stray, abandoned or surrendered dogs and cats delivered to the animal shelter by residents of the incorporated areas of the City of Soledad, and such stray or abandoned livestock as SHELTER has the capability of handling. Business hours shall be from 8:00 a.m. to 6:00 p.m. Monday through Friday, and from 9:00 a.m. to 12:00 p.m. on Saturday of each week, excluding holidays observed by CITY. SHELTER shall require any person who delivers animals to SHELTER to provide a picture identification or other suitable identifying document which shows his or her name, residence address or post office address; and, if a stray or abandoned animal is involved, such person shall be required to identify the place where the animal or animals were found. SHELTER shall accept dead dogs and cats for disposition, and SHELTER shall require that any person delivering such dead animals give his or her name, residence, or post office address, and to identify the place where the dead animal was found.

C. Any animal taken into custody by an employee of CITY shall be delivered to DR. PARRY at the SHELTER, or held in a humane manner at a designated holding area until it is delivered to SHELTER.

D. DR. PARRY shall maintain an isolation section at the animal shelter facility for the confinement, observation and care of any animal suspected of being infected with rabies, or any animal which has bitten or is suspected of having otherwise exposed any person to rabies, 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. DR. PARRY shall provide and maintain in a safe condition, a place for removal of heads of animals which are suspected of having been infected with rabies.

F. When any impounded animal bears a dog license or other identification tag, or whenever the animal can be otherwise identified as to its ownership, DR. PARRY shall, within one (1) working day after receiving such animal, inform CITY, and CITY shall notify the owner of the animal by mail, including in such notice the procedure whereby its owner can recover the animal provided, however, that any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to

rabies, shall not be released by DR. PARRY without express approval of the County Health Officer or his authorized representative. The term "working day" shall mean and include any weekday from Monday through Friday, inclusive, except for holidays observed by CITY.

G. Before delivering any impounded animal to its owner, SHELTER shall do the following:

- (1) Satisfy itself as to the owner's identity, and obtain a receipt for the animal involved;
- (2) Collect and provide a receipt for the redemption and maintenance fees prescribed by CITY's Municipal Code and this agreement; and,
- (3) Collect required licensing fees and issue required licenses on behalf of the CITY. License fees shall be payable to the City of Soledad, and SHELTER shall issue receipts for licensing fees in the name of the City of Soledad, and all fees forwarded to the City at least monthly for deposit. (Finance Officer of CITY shall provide SHELTER with a receipt for such funds.) SHELTER shall not commingle or use license fees with any other monies received by SHELTER.

H. DR. PARRY shall assist CITY as provided herein in the enforcement of licensing and anti-rabies vaccination provisions of the Municipal Code. DR. PARRY shall not release any impounded dog to its owner unless it is licensed and vaccinated as required by law.

I. DR. PARRY will comply with the provisions of Division 14.5 (commencing with Section 31750) of the California Food and Agricultural Code with respect to the impoundment and disposition of cats.

J. Subject to the provisions of subparagraph "C" above, DR. PARRY may dispose of animals which are not redeemed by their owners within seventy-two (72) hours after taking custody of said animal. Animals which cannot be identified as to ownership may be disposed of by DR. PARRY by one of the following methods:

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

(2) Treatment services shall be provided in accordance with Section 597f of the California Penal Code; and,

(3) Upon determination by a Veterinarian that any ill or injured dog, cat or other animal delivered to her or him has suffered severe injuries, is severely ill, or is severely or incurably crippled, DR. PARRY shall immediately euthanize said animal in accordance with California Food and Agricultural Code Section 597f.

K. If an owner of an injured or sick stray animal redeems such animal, the owner shall be required to pay all medical and impound fees incurred with respect to such animal before the animal is released by the SHELTER.

L. Not later than the tenth (10th) working day of each month, DR. PARRY shall deliver to CITY all license fees collected pursuant to this agreement during the previous calendar month. HOSPITAL will bill CITY on a monthly basis for unreimbursed costs for services according to the attached schedule.

10. Adoption Services. DR. PARRY shall provide adoption service for unclaimed animals under the following terms and conditions.

A. Adoption procedures for cats shall be in compliance with California Food and Agricultural Code Section 31751. Cats that are not spayed or neutered may not be adopted unless the adopting party makes a spaying/neutering deposit which shall be the amount of the lowest fee available in the area, but in no event shall exceed \$40.00. (Current fees at the Los Coches Animal Hospital, Inc., are: 69.00 for spaying of a female cat that is not impregnated; and 33.00 for neutering a male cat. DR. PARRY shall periodically review rates at the Los Coches Animal Hospital, Inc., to set minimum deposit rates.) DR. PARRY shall not be required to perform spaying or neutering on adopted animals at minimum deposit rates.

B. Adoption procedures for dogs shall be in compliance with California Food and Agricultural Code Section 30503. Dogs that are not spayed or neutered may not be adopted unless the adopting party makes a spaying/neutering deposit which shall be in the amount of the lowest fee available in the area, but in no event shall exceed the current amount charged at the Los Coches Animal Hospital, Inc., in Soledad, California. DR. PARRY shall not be required to perform spaying or neutering on adopted animals at minimum deposit rates.

C. It is understood and agreed by and between the parties that DR. PARRY's activities in providing for adoption

of unwanted or unclaimed animals are strictly a public service to be performed by DR. PARRY at no cost whatsoever to CITY. DR. PARRY agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees from and against all claims, demands and liability for veterinarian services, animal boarding care, property damage or personal injury sustained or incurred in the course of adoption of any animal.

D. At the time of adoption, DR. PARRY shall require that the adopting party shall pay for all of the following: all required shots, including but not limited to shots for rabies, spaying or neutering fees or deposits, any and all boarding and veterinarian expenses incurred by CITY for the animal in question to the date of adoption, and all required licenses.

E. Cost of veterinarian care and boarding of animals after the expiration of the applicable owner notice periods shall be at the sole expense of DR. PARRY should DR. PARRY be unable to find a suitable adopting party for the animal in question.

F. Any party adopting an animal must be at least eighteen (18) years of age, and shall be required to give his/her name with valid identification and address, and must execute a waiver, in a form acceptable to the City Attorney, waiving or releasing CITY from any claim for damage to property or injury to or death of persons.

G. DR. PARRY may discontinue the animal adoption service at any time in the sole discretion of DR. PARRY.

H. DR. PARRY may not allow adoption of any animal that:

1. Is suspected of having rabies, or other communicable disease;
2. Is delivered to DR. PARRY or reported to Dr. PARRY as a vicious or unsafe animal;
3. Has a history known to DR. PARRY of having bitten or injured a person or persons, or having bitten, injured or killed another animal or animals (the term "history" means one such incident);
4. DR. PARRY has reason to believe (the animal) was used in an illegal activity such as cockfighting or dogfighting; and,

5. DR. PARRY shall not provide adoption services for birds, unless and except full compliance has been had with Health and Safety Code Sections 2100, and following.

11. Cooperation. CITY and DR. PARRY shall cooperate with each other in carrying out the terms of this agreement to the end that the requirements of this agreement and all applicable state and local laws and ordinances or regulations shall be complied with. CITY and DR. PARRY shall each make available to the other all knowledge and information that may be of benefit to the other party in satisfying the requirements of this agreement and applicable state and local laws and requirements. CITY personnel shall be subject to the rules, regulations and requirements of SHELTER while present at the SHELTER facility.

12. Enabling Acts. CITY shall enact or modify applicable ordinances and/or resolutions required to facilitate the carrying out of the terms of this agreement by DR. PARRY.

13. Notice. In addition to all other notices provided for herein, CITY shall give DR. PARRY notice of the enactment of any ordinance, adoption of any resolution, or modification of any ordinance relating to any matters affecting DR. PARRY's performance under this agreement, or affecting the well being or humane treatment of animals in the Soledad community. All notices required to be given under this agreement will be sufficiently served if given in writing addressed to the party to be served and mailed by United States mail postage prepaid, certified or registered with return receipt requested, and addressed to the party to be served as follows:

CITY  
Ms. Belinda Espinosa  
City Manager  
Post Office Box 156  
Soledad, CA. 93960

DR. PARRY  
Dr. Susan Parry  
Los Coches Animal Hospital  
Post Office Box 125  
Soledad, CA 93960

14. Nondiscrimination Clause. During the performance of this agreement, DR. PARRY shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental conditions, marital status, sex, or because of such employee or applicant being over the age of forty (40) years. DR. PARRY shall insure that the valuation and treatment of its employees and applicants for employment are

free from such discrimination. DR. PARRY shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12900, and following). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900, set for in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this agreement by reference and made a part hereof as set forth in full. DR. PARRY shall also abide by the Federal Civil Rights Act of 1964 (42 USC, S1981, and following) and all amendment thereto, and all administrative rules and regulations issued pursuant to said act. DR. PARRY shall give written notice of its obligations under this clause to labor organizations with which DR. PARRY has collective bargaining or other agreement. DR. PARRY shall include the non-discrimination and compliance provisions of this paragraph in all subcontracts to perform work under this agreement.

15. Attorney's Fees and Costs. In the event suit is brought to enforce or interpret any part of this agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgement. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

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

**IN WITNESS WHEREOF,** this parties hereto have caused this agreement to be executed by their respective duly authorized agents the day and year shown above.

CITY  
CITY OF SOLEDAD  
By: Bhe

DR PARRY  
SUSAN PARRY, D.V.M.  
By: Susan Parry

EXHIBIT "A"FEES AND CHARGES FOR ANIMAL SHELTER,  
IMPOUNDMENT, DISPOSITION AND LICENSING SERVICES

- Dogs (all sizes) \$45.00 (holding period, euthanasia, disposal)
- Cats \$40.00 (holding period, euthanasia, disposal)
- Litters \$55.00
- No fee to the City for animals subsequently adopted to new owners or returned to owners
- Euthanasia on arrival + disposal - dog or cat - \$24.00  
- litters - \$40.00
- Disposal only \$ 7 00
- Office visits \$20.35
- Office visits (after hours) \$46 75
- Injections (antibiotics, pain killers, sedatives) \$ 8.80
- Removal of brain for Rabies evaluation \$27.50
- Rabies vaccination \$ 6 60