

THIS AGREEMENT, entered into this 1st day of January, 2008, between the **City of Carpinteria**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**", and the **COUNTY OF SANTA BARBARA**, a body politic, hereinafter referred to as "**County**",

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Services ordinances and State statutes within the **City** ; and

WHEREAS, the **City** provides, as allowed by **City** ordinance and State law, its own field animal control services for the incorporated are of the **City**; and

WHEREAS, the **City** desires that the **County** provide impound, sheltering, and other services hereinafter described; and

WHEREAS, pursuant to Section 101357 and 101400 of the Health and Safety Code, **County** and **City** may contract for the performance by **County** employees of any or all functions relating to and in connection with the enforcement of local health and sanitation laws; and

WHEREAS, the **County** is willing to render the service of Animal Sheltering Services as herein defined, within the **City**, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. Definitions

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

- 1.**IMPOUND:** Taking physical custody of an animal that is brought into the **County** Animal Shelter by a resident or by an employee of the City.

- 2.**SHELTER BOARDING:** Providing food, water and housing for **City** animals, and the cleaning and disinfecting of such housing on a daily basis.

3. **EUTHANASIA - DOG:** The humane destruction of a dog.
4. **EUTHANASIA - CAT:** The humane destruction of a cat.
5. **EUTHANASIA - OTHER:** The humane destruction of an animal other than a dog or cat.
6. **DEAD ANIMAL DISPOSAL:** Disposing of all dead animals brought to the County Animal Shelter by City staff or by a resident of Carpinteria.

II. **SERVICE: SCOPE OF SERVICE**

The **County** will provide those local public health and sanitation services and impound services set forth in this Agreement, at **City's** sole expense and costs, as authorized **pursuant to this Agreement**.

The parties agree that the **County's** division of Animal Services shall perform the following services:

1. Those services set forth in Section I, **Definition**.
2. Impound and properly maintain impounded animals, re-home unclaimed animals, and, if necessary, euthanize animals in accord with **City** ordinances or State statutes. This service will be provided at the Santa Barbara Shelter.
3. On a quarterly basis, provide the **City** with a detailed kennel report.

III. **INTERPRETATION/APPLICATION OF CITY CODES**

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

IV. **INDEPENDENT CONTRACTOR**

It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; the relationship of **County** to **City** being that of an independent contractor; not by way of limitation of the foregoing, however, the **City** shall advise the **County's** Division of Animal Services in the implementation and enforcement of its code pursuant to this agreement.

V. **INDEMNIFICATION**

Item One: **Indemnification**

County shall indemnify, defend and save **City**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term

of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal Law or Ordinance or other cause in connection with the activities or omissions of **County**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **County** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

City shall indemnify, defend and save **County**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal law or ordinance or other cause in connection with the activities or omissions of **City**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **City** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Item Two: **Insurance**

a. **Worker's Compensation**

County warrants that it is permissibly self-insured for worker's compensation coverage and agrees that its employees providing services to **City** pursuant to this Agreement will be covered by **County's** self-insurance program for all injuries arising out of or occurring in the course and scope of their employment.

b. **General and Automobile Liability**

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

VI. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

The shelter will be open to the public the following hours:

Open for office operations

Monday through Friday from 9:00 a.m. to 4:45 p.m.

Saturday from 10:00 a.m. to 4:00 p.m.

Open for kennel visitation

Monday through Friday from 10:00 a.m. to 4:45 p.m.

Saturday from 10:00 a.m. to 3:45 p.m.

The shelter will be closed on official **County** holidays as follows:

New Year's Day
Martin Luther King
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Services provided on holidays will be limited to shelter animal care.

VII. TERM OF AGREEMENT

The term of this Agreement shall be effective on January 1, 2008 and ending on June 30, 2009.

The **County** shall notify the **City** of their intent to negotiate in good faith to reach agreement no less than 60 days prior to the end of the Agreement term.

VIII. EARLY TERMINATION

The **City** or **County** may cancel and terminate this Agreement upon giving sixty (60) days advance written notice of such termination to the other party.

IX. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by **County** under this Agreement are the joint property of the **City** and the **County**.

X. ASSIGNMENT OF TRANSFER OF AGREEMENT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the **City**.

- A. The **County** shall use its discretion to determine how long an animal may be held for adoption.
- B. If the **City** impounds an animal pursuant to legal action, the animal shall be held and the **County** shall consult with the City Animal Control Supervisor regarding the animal's disposition.

XI. ANNUAL FEE TO CITY

City shall pay **County** \$8,350 between January 1, 2008 and June 30, 2008, and \$25,049 between July 1, 2008 through June 30, 2009, for those animal control services rendered under Section II, Services.

The sum due the County as stated in the immediately preceding paragraph is based on an agreed upon percentage of the total estimated operating costs for the shelter for each respective fiscal year i.e. 40% for 2007-08 and 60% for 2008-09 and such estimate is for illustrative purposes only that does not affect the fixed sums due the County as stated in said paragraph.

Reimbursement for services rendered will be paid by the City within thirty (30) days of receipt of the quarterly invoice.

XII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIII. INTERPRETATION

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

XIV. NOTICES

Any notices required pursuant to this Agreement shall be served at the following addresses:

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93103-2697

Santa Barbara County Animal Services
5473 Overpass Road
Goleta, CA 93111

XV. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City** Jackie Campbell, Community Development
- b. **County** Jan E. Glick, Director of Animal Services

XVI. MODIFICATION

This is a full and final statement of the agreement between the parties of this Agreement. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVII. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

The **County** is in compliance with SB 1785 regarding the general philosophy of the State of California that “Public and private shelters and humane organizations share a common purpose in saving animals’ lives, preventing animal suffering and eliminating animal abandonment” and that “Public and private shelters and humane groups should work together to end euthanasia of adoptable and treatable animals by 2010.”

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

**APPROVED AS TO CONTENTS:
COUNTY OF SANTA BARBARA**

**Jan E. Glick, Director
Animal Services**

By _____

**Michael Brown
Clerk of the Board**

By _____

Deputy Clerk

**APPROVED AS TO FORM:
Daniel J. Wallace
Interim County Counsel**

By _____

**APPROVED AS TO FORM:
Elliot Schulman, MD, Director
Public Health Department**

By _____

**APPROVED AS TO LIABILITY
Ray Aromatorio
Risk Manager**

By _____

CITY OF CARPINTERIA

David Durlinger, City Manager

By _____

City Clerk

By _____

City Attorney

By _____

**COUNTY OF SANTA BARBARA
Chair, Board of Supervisors**

By _____

**APPROVED AS TO ACCOUNTING
Robert W. Geis
Auditor-Controller**

By _____