

2. **SHELTER BOARDING:** Providing food, water and housing for an impounded animal, and the cleaning and disinfecting of such housing on a daily basis; charged per night.

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. **OFFICER ACTIVITY:** Each individual response by County Animal Control Officer for Reservation Ordinance No. 8 enforcement and/or each response by County Animal Control Officers to animal related complaints that are either called directly into the shelter office, given directly to the officer in the field by the complainant or generated by the field officer upon seeing a problem.

7. **INJURED ANIMAL CALL:** Responding to calls concerning injured animals (predominantly dogs and cats, but also other small domestic animals, and livestock - impounded to the veterinarian or shelter).

8. **DISPOSAL:** The humane disposal of a dead animal (all animals euthanized or picked-up dead within the Tribe limits).

9. **DEAD ANIMAL PICK-UP:** Taking physical custody of a dead animal for disposal.

10. **EMERGENCY NIGHT CALLS:** Response, after normal working hours (5:00 p.m. to 9:00 a.m., Monday through Friday and weekends) to a prioritized list of emergencies, established and approved by County including, but not limited to:
 - any stray injured domestic animal;
 - any potentially rabid animal, loose livestock creating a traffic hazard, a stray vicious animal that is an immediate threat to public safety or requests from an

enforcement agencies. No wildlife calls will be handled unless the animal is believed to be rabid.

11. **STRAY ANIMAL:** A domestic animal whose owner is not known and untraceable, wearing no identification or traceable license or microchip.
12. **ADDITIONAL SERVICES:** Those services set forth requiring additional County personnel to perform, as determined by the County, that are normally required for the performance of said services and which will result in a greater unit cost to the County.

II. SERVICE: SCOPE OF SERVICE

- a. The parties agree that the County's division of Animal Services shall perform the following services on the Reservation:
 1. Those services set forth in Section I, Definition.
 2. Impound and properly maintain impounded animals, and euthanize all animals in accord with the Ordinance No. 8. This service will be provided at the Lompoc Shelter.
 3. Upon receiving written prior notification by Business Council, attend scheduled code enforcement hearings.
 4. Upon receiving written prior notification by Business Council, attend scheduled court appearances.
 5. By the end of the month following the quarter, provide the Business Council with a detailed activity and kennel report for the prior quarter.
 6. Assure that Business Council receives levels of service commensurate with reimbursement for costs for shelter and field operations.
- b. County agrees that its Division of Animal Services will administer and enforce Ordinance No. 8, and that, for the purpose of the administration and enforcement of said ordinance, the County will be designated by the term "Tribe" as that term is defined in Section II (1) of Ordinance No. 8.

- c. County agrees to provide the following services on and within the Reservation.
 - 1. County Animal Services will enforce all State laws regarding rabies through a County shelter licensing program requiring vaccinations.
 - 2. Investigation of all calls from the public concerning animal bites to humans.
 - 3. Quarantine of all biting animals determined to be rabies related.
- d. County agrees to provide an adoption program at the County shelters that includes a spay/ neuter program. County shall use its discretion to determine how long an animal may be held for adoption.

III. SERVICE CHARGES TO TRIBE

- a) Business Council shall pay County **\$1,607** each fiscal year for those services set forth in this Agreement, which have been rendered by the County. Reimbursement for those services set forth in this Agreement, which have been rendered by the County shall be paid within thirty (30) days of receipt of invoice.
- b) Agreement is based on a per capita fee methodology. The fee is \$5.56 per capita and the estimated Reservation population is 289 people.
- c) The County will adjust the annual fee based on changes to fees as established by updates to the per capita fee methodology.

IV. INTERPRETATION / APPLICATION OF TRIBE CODES

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

V. INDEPENDENT CONTRACTOR

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

VI. COMPLAINTS

The County shall maintain telephone service for the receipt of service calls or complaints and shall be available for such calls on all working days from 9:00 a.m. to 12:30 p.m. and 1:30 p.m. - 4:45 p.m. An officer will be available on call during non-business hours for emergency calls.

VII. INDEMNIFICATION

County shall indemnify, defend and save Reservation, 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 Contract 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 of County, its officers, employees or agents pursuant to this Contract or on account of the performance or character of the services of County performed or neglected to be performed under this Contract, 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.

Reservation 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 Contract 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 of Reservation, its officers, employees or agents pursuant to this Contract or on account of the performance or character of the services of Reservation performed or neglected to be performed under this Contract, 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.

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 Reservation pursuant to this Contract 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 County shall maintain general and automobile liability of the period covered by this contract in the amount of at least \$5,000,000 per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from the activities contemplated under its Contract. The Reservation, its officers, agents, and employees shall be named as additional insured. The County shall furnish the Reservation with a Certificate of Insurance.

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

VIII. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

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

Open for office operations and kennel visitation
Monday through Friday from 9:00 a.m. to 12:30 p.m. and 1:30 to 4:45
Saturday from 10:00 a.m. to 4:00 p.m.

Animal Control Officers will be on regular response
Monday through Friday from 9:00 a.m. through 5:00 pm

The shelter will be closed on Sundays and official County holidays which are as follows:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Services not performed on said holidays shall be performed on the next working day.

IX. TERM OF CONTRACT

The term of this contract shall be effective on January 1, 2007 and end on June 30, 2008. The Agreement will be reviewed based on County provision and/or change in population. The County shall contact the Business Council for review hearings and agrees to negotiate in good faith any foreseeable changes to Agreement.

X. EARLY TERMINATION

The Business Council or County may cancel and terminate this Agreement upon giving ninety (90) days advance written notice of such termination to the other party.

XI. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by County under this contract are the joint property of the Reservation and the County.

XII. ASSIGNMENT OF TRANSFER OF CONTRACT

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

XIII. 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 Contract.

XIV. INTERPRETATION

The terms and conditions of this contract 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 Contract.

XV. NOTICES

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

Environmental Planner	Director
Santa Ynez Chumash Environmental Office	Santa Barbara County
P.O. Box 517	Animal Services
Santa Ynez, CA 93460	5473 Overpass Rd.
	Santa Barbara, CA 93111

XVI. PROJECT MANAGERS

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

- a. **Business Council:** William R. Wyatt, Environmental Planner
- b. **County:** Jan E. Glick, Director, Animal Services

XVII. MODIFICATION

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

XVIII. CALIFORNIA LAW TO APPLY/FORUM FOR LITIGATION

This Agreement shall be construed and be in accordance with the laws of the State of California.

All legal actions, proceedings, lawsuits, including complaints and cross-complaints, arising out of this Agreement shall be initiated, filed and brought to final conclusion in state courts for the State of California.

XIX. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all California State, County, Reservation 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, except for federal 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.

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.

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

By _____

**Elliot Schulman, Director
Public Health Department**

By _____

**APPROVED AS TO FORM
Stephen Stark
County Counsel**

By _____

**APPROVE AS TO LIABILITY
Ray Aromatorio
Risk Management**

By _____

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

By _____

**Michael Brown
Clerk of the Board**

By _____

Deputy Clerk

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

By _____

SANTA YNEZ TRIBAL BUSINESS COUNCIL
Vincent Armenta, Chairman

By _____

SANTA YNEZ TRIBAL BUSINESS COUNCIL
William R. Wyatt, Environmental Planner

By _____