AGREEMENT FOR ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

SANTA YNEZ BAND OF CHUMASH INDIANS

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the Santa Ynez Band of Chumash Indians, an independent and sovereign nation, located in Santa Barbara County and governed by the Santa Ynez Band of Chumash Indian Business TRIBE (hereafter TRIBE) wherein COUNTY agrees to provide and TRIBE agrees to accept the services specified herein.

WHEREAS, TRIBE, 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 Control Ordinances within the Santa Ynez Chumash Indian Reservation (hereafter RESERVATION); and

WHEREAS, TRIBE has determined that the best interest of the RESERVATION would be served by having the animal control services provided by the COUNTY; and

WHEREAS, TRIBE has adopted an ordinance for the regulation of domestic animals titled "Ordinance No. 8: Tribal Ordinance Regulating the Control of Domestic Animals"; and

WHEREAS, pursuant to Government Code section 23004 and 25207, and section 101025 and 101030 of the Health and Safety Code, COUNTY and TRIBE may contract for the performance by COUNTY employees for any or all functions relating to the regulation of domestic animals.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS.

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

1.1. IMPOUND: Taking physical custody of an animal that will be taken to the COUNTY Animal Shelter or relocated.

1.2. SHELTER BOARDING: Providing food, water and housing for an impounded animal, and the cleaning and disinfecting of such housing.

1.3. EUTHANASIA – DOG: The humane destruction of a dog by lethal injection.

1.4. EUTHANASIA – CAT: The humane destruction of a cat by lethal injection.

1.5. EUTHANASIA – OTHER: The humane destruction of an animal other than a dog or cat by lethal injection.

1.6. OFFICER ACTIVITY: Each individual response by COUNTY Animal Control Officers for TRIBE 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.

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

1.8. EMERGENCY CALL: 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 TRIBE and COUNTY including, but not limited to: stray injured domestic animals, loose livestock creating a traffic hazard, a stray vicious animal that is an immediate threat to public safety, or emergency requests from law enforcement agencies.

2. DESIGNATED REPRESENTATIVE.

Jan E. Glick, Director of Animal Services, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. William R. Wyatt, Tribal Administrator, is the authorized representative for TRIBE. Changes in designated representatives shall be made only after advance written notice to the other party.

3. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY:
Jan E. Glick, MS
Director of Animal Services
5473 Overpass Road
Santa Barbara, CA 93111

To TRIBE:
William R. Wyatt
Tribal Administrator
Santa Ynez Band of Chumash Indians
P.O. Box 517
Santa Ynez, CA 93460

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

4. SCOPE OF SERVICES.

COUNTY shall provide services to TRIBE in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

5. TERM.

The term of this Agreement shall be from July 1, 2011 through June 30, 2012.

6. COMPENSATION OF COUNTY.

For services rendered from the COUNTY operated shelter in Lompoc between July 1, 2011 and June 30, 2012, TRIBE shall pay COUNTY $1,622, billed in four equal quarterly payments of: $405.50. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice. Invoices shall be delivered to the TRIBE address specified in Section 3, NOTICES above.

7. INTERPRETATION/APPLICATION OF TRIBE CODES.

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

8. INDEPENDENT CONTRACTOR.

The parties hereto, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Without limiting the foregoing, the TRIBE shall advise the COUNTY's Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

9. COMPLAINTS.

COUNTY shall maintain telephone service for the receipt of service calls or complaints and shall be available for such calls Monday through Friday from 9:00 a.m. to 4:45 p.m. A COUNTY Animal Control Officer will be available on call during non-business hours for emergency calls.

10. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS.

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

10.1. Open for office operations and kennel visitation:

Monday through Friday from 9:00 a.m. to 4:45 p.m.
Saturday from 10:00 a.m. to 3:45 p.m.

10.2. Animal Control Officers will be on regular response:

Monday through Friday from 9:00 a.m. to 5:00 p.m.

10.3. The shelter will be closed on Sundays and official COUNTY holidays which are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

11. CONFLICT OF INTEREST.

TRIBE covenants that TRIBE presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. TRIBE further covenants that in the performance of this Agreement, no person having any such interest shall be employed by TRIBE.

12. OWNERSHIP OF DOCUMENTS.

All reports and documents prepared by COUNTY under this Agreement are the joint property of the TRIBE and the COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

13. INDEMNIFICATION AND INSURANCE.

13.1. Indemnification.

In lieu of and not withstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement

13.2. Insurance.

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

14. NONEXCLUSIVE AGREEMENT.

TRIBE understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to TRIBE as the COUNTY desires.

15. ASSIGNMENT.

COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of TRIBE and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. TERMINATION.

16.1. For Cause. In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. (i) A material breach by COUNTY may include, but not be limited to, COUNTY's failure to meet the requirements described in Exhibit A of this Agreement; (ii) A material breach by TRIBE may include, but not be limited to, failing to make timely payments as required by this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

16.2. For Convenience. COUNTY or TRIBE may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, COUNTY shall cease work and notify TRIBE as to the status of its performance.

16.3. Notwithstanding any other payment provision of this Agreement, TRIBE shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

17. SECTION HEADINGS.

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. NO WAIVER OF DEFAULT.

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. COMPLIANCE WITH LAW.

TRIBE shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of TRIBE in any action or proceeding against TRIBE, whether COUNTY be a party thereto or not, that TRIBE has violated any such ordinance or statute, shall be conclusive of that fact as between TRIBE and COUNTY.

25. CALIFORNIA LAW / FORUM FOR LITIGATION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

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.

26. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, TRIBE hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which TRIBE is obligated, which breach would have a material effect hereon.

28. PRECEDENCE.

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Animal Control Services between the **County of Santa Barbara** and the **Santa Ynez Band of Chumash Indians**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

_____
Chair, Board of Supervisors

Date: 6/7/11

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: _____
fv Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Risk Manager

APPROVED
JAN E. GLICK, MS
DIRECTOR OF ANIMAL SERVICES
PUBLIC HEALTH DEPARTMENT

By: _____
Director

Agreement for Animal Control Services between the **County of Santa Barbara** and the **Santa Ynez Band of Chumash Indians**.

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SANTA YNEZ BAND OF CHUMASH INDIANS

By: _____
Vincent Armenta, Tribal Chairman

Date: 4-6-11

EXHIBIT A

STATEMENT OF WORK

A) The parties agree that the COUNTY's Division of Animal Services shall perform a full service animal control program in the TRIBE, including the following services:

1) Those services set forth in Section I, Definitions, of the Agreement.

2) Impound and properly maintain impounded animals, and euthanize all animals in accordance with TRIBE Ordinance No. 8. This service will be provided at the Lompoc Animal Shelter.

3) Upon receiving written prior notification by TRIBE, attend scheduled code enforcement hearings.

4) Upon receiving written prior notification by TRIBE, attend scheduled court appearances.

5) On a quarterly basis, provide the TRIBE with a detailed activity report and kennel statistics.

B) The COUNTY shall enforce Ordinance No. 8 in its current form and as amended from time to time, except as otherwise specified in this Agreement.

C) The COUNTY agrees to provide the following services on and within the RESERVATION:

1) COUNTY Animal Services will enforce all State of California 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) The COUNTY shall use its discretion to determine how long an animal may be held for adoption.

E) If the COUNTY impounds an animal pursuant to legal action, the animal shall be held and the COUNTY shall consult with the TRIBE's Business Council regarding the animal's disposition.