

**FILED**

FEB 23 2018

BY *Lupita Ramirez*  
DEPUTY CLERK OF THE BOARD

**YOLO COUNTY AGREEMENT NO. 18-41**

**AGREEMENT BETWEEN THE COUNTY OF YOLO  
AND THE CITY OF WINTERS FOR  
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this 1<sup>st</sup> day of July, 2017, by and between the County of Yolo, a political subdivision of the State of California, ("County") and the City of Winters, a municipality under the laws of the State of California, ("City").

**RECITALS**

**WHEREAS**, the City has a need for animal control services within its corporate limits; and

**WHEREAS**, the County has been competently providing these animal control services for the City for several years; and

**WHEREAS**, the City desires to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

**WHEREAS**, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

**NOW, THEREFORE**, the City and the County agree as follows:

**I. SERVICES TO BE PROVIDED BY THE COUNTY**

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff's Department, within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code section 597(f).
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code sections 120210-121690.
3. Assistance to the Yolo County Coroner, fire departments, or other law enforcement agencies.
4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.

6. Services provided by the County shall be limited as follows:

a. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints will be limited to receiving and forwarding complaints.

b. The County will not respond to calls regarding animals classified as wildlife unless there is a bat, skunk, or a rabies control issue.

B. Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597(f).

C. The County agrees to maintain its kennels and animal shelter in a sanitary condition at all times in accordance with the laws of the State of California.

D. The County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances where special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

## II. COMPENSATION TO BE PAID BY THE CITY

A. The City agrees to compensate the County annually, on a quarterly basis, the following amount:

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2017-06/30/2018	\$ 58,200	\$ 14,550
07/01/2018-06/30/2019	\$ 59,946	\$ 14,986.50

B. Quarterly payment is due and payable by check within the first 30 days of each quarter to prevent contract termination.

C. Hourly Rates – The County may bill the City, in addition to the annual agreed compensation, an additional hourly fee for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than 10 county staff hours. The hourly rate for Extraordinary Incidents is \$59.00 per hour. The County will bill these charges quarterly.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in an “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to the City from the County.

In further consideration of the rendition of the foregoing services by the County, the City agrees that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected. Should the revenue collected from licensing within the City’s jurisdiction exceed the anticipated fiscal year amount of \$18,295, the final quarter payment due to the County from the City shall be adjusted accordingly.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as reimbursement for the care and feeding of these animals.

### **III. REPORTS**

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

### **IV. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

### **V. RECORDS RETENTION**

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

### **VI. TERM AND TERMINATION**

- A. The term of this Agreement shall be from July 1, 2017 until June 30, 2019, unless sooner terminated as hereinafter provided.
- B. This Agreement may be extended for a period of one year based on mutual agreement of the County and City staff.
- C. Should either party fail to substantially perform its obligations in accordance with this

Agreement, the other party may notify the defaulting party of such default in writing and provide not less than 15 days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than 15 days' advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that 30 days' written notice is given.

## VII. APPLICABLE LAWS

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

## VIII. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as provided below:

City of Winters:                      City of Winters Police Department  
702 Main Street  
Winters, CA 95694  
Attn: Chief John P. Miller  
(530) 795-2261

County:                                      Yolo County Sheriff's Office  
140 Tony Diaz Drive  
Woodland, CA 95776-9327  
Attn: Rosario Ruiz-Dark, Finance  
(530) 668-5264

B. In lieu of written notice to the above addresses, either party may provide notice through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 795-4935                      County: (530) 668-5283

If notice is given by personal delivery, notice is effective as of the date of personal delivery. If

notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first. If notice is given by facsimile notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least 15 calendar days prior to the effective date of the change.

#### **IX. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and the City.

#### **X. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year above set forth.

County of Yolo

By Oscar S. Villegas  
Supervisor Oscar Villegas, Chair  
Yolo County Board of Supervisors

Attest:

Julie D. Smith, Deputy  
Board Clerk

By Philip J. Pogledich  
Deputy Seal

Approved as to Form:  
Philip J. Pogledich, County Counsel

By Carrie Scarlata  
Carrie Scarlata, Asst. County Counsel



City of Winters

By Wade Cowan  
Wade Cowan, Mayor  
City of Winters

Attest:

Nanci G. Mills, City Clerk  
City of Winters

By Nanci G. Mills  
Deputy (Seal)

Approved as to Form:

By Ethan Walsh  
Ethan Walsh, City Attorney