

YOLO COUNTY AGREEMENT NO.
AGREEMENT BETWEEN THE COUNTY OF YOLO
AND THE CITY OF WINTERS FOR
ANIMAL CONTROL SERVICES

This Agreement ("Agreement") is made and entered into this ____ day of July, 2021, 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 to the City for several years; and

WHEREAS, the City has expressed its desire 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 Section of its Sheriff's Office within the corporate limits of the 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 require 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 et seq. and 121575 et seq.
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, in the following amount:

Contract Year	Annual Compensation	Quarterly Payment
07/01/2021-06/30/2022	\$ 68,902.00	\$ 17,225.50

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

C. Quarterly Payment Credit - 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. A review of revenue collected from licensing and other revenue sources from within the City's jurisdiction will be conducted on a quarterly basis. The quarterly invoice amount from the County will be reduced by the City's portion of revenue for licensing and from other revenue sources.

D. 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 ten (10) county staff hours. The hourly rate for Extraordinary Incidents beyond ten (10) county staff hours is \$47.00 per hour. The County will bill these charges quarterly.

E. 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" that the County will provide the City.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation 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 product, including writings, worksheets, 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, 2021 until June 30, 2022, 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 the City in writing..

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 15-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 with 15 days' advance written notice. Notwithstanding the foregoing , 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. INDEMNIFICATION

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.

VIII. 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 the Superior Court of California, County of Yolo.

IX. NOTICE

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

City of Winters: City of Winters City Manager's Office
318 1st Street
Winters, CA 95694
Attn: Kathleen Salguero Tropa
(530) 795-4910

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Mirthala Santizo
(530) 668-5264

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

City: kathleen.trepa@cityofwinters.org

County: Stephanie.amato@yolocounty.org

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 email, notice is effective as of the time of confirmation of transmission.

C. Either party may change the address or email address 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.

X. AMENDMENT

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

XI. WAIVER

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

XII. 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 first set forth above.

County of Yolo

County of Winters

By: _____
Supervisor Jim Provenza, Chair
Yolo County Board of
Supervisors

By: Kathleen S. Trepas
Kathleen Salguero Trepas, City Manager
City of Winter

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

Attest:
Ashley Bussart, City Clerk

By: _____
Deputy (Seal)

By: [Signature]
Deputy (Seal)

Approved as to Form:

Approved as to Form:

By: [Signature]
Philip J. Pogredich, County
Counsel

By: Iris P. Yang
Iris P. Yang, City Attorney