

**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 1st day of July 2023, 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 (“Recipient”).

**RECITALS**

**WHEREAS**, the Recipient has a need for animal control services within their areas under their jurisdiction and control; and

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

**WHEREAS**, the Recipient has expressed their desire to have the County continue to provide animal control services within the Recipient’s territory subject to the terms of this Agreement; and

**WHEREAS**, the County is willing to continue to provide animal control services within the territory of the Recipient subject to the terms of this Agreement.

**NOW, THEREFORE**, the Recipient 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 Services division of its Sheriff’s Office, within the territory of the Recipient. Services provided are described as follows:

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 597.1. County shall provide, at its expense, microchip scanners to jurisdictional partner agencies, and shall provide training in the usage of the equipment. Local agencies shall make reasonable effort to identify and return lost or stray animals to their proper owner prior to contacting County Animal Services.
2. County, in coordination with and incorporating recommendations and input from Recipient, shall develop a social media toolkit to assist County and Recipient in promoting licensing and microchipping of animals and will also develop a comprehensive Community Engagement Workplan to guide future community outreach efforts; the toolkit and workplan will be developed no later than March 15, 2024.
3. The provision of rabies control, including the quarantine of bats, raccoons, skunks, foxes, or other animals that are suspected of rabies infection and have

had contact with a person or domestic animal, and the pickup of these animals for testing and licensing per Health and Safety Code sections 120210-121690.

4. The pickup and disposal of animal carcasses found on public property. Disposal of carcasses located on or adjacent to highways are the responsibility of CalTrans. Disposal of carcasses on private property are the responsibility of the property owner; County may agree to collect carcasses from private property at request of the property owner and will assess an appropriate fee.
  5. Response to vicious animals.
  6. Response to free roaming or contained stray dogs.
  7. Assistance to the Sheriff's Office, local police departments, California Highway Patrol, local fire departments, and other emergency response agencies with the items listed above.
  8. Response to Animal Complaint Reports such as barking dogs, trespassing animals, crowing fowl or other nuisance complaints made during regular field service hours shall be forwarded to the appropriate local enforcement agency for initial response. For ongoing or persistent nuisance complaints, Animal Services will investigate to bring the issue to resolution. For complaints brought directly to a County agent's attention in the field, if the agent believes the complaint may be immediately addressed without the need to forward or involve other agencies they may choose to respond at their own discretion.
  9. The County will respond to calls regarding animals classified as wildlife if there is an immediate rabies control issue. For wildlife calls lacking a rabies concern, County will respond if no other agency or service is available to respond.
  10. County will provide licensing services and enforcement thereof as described in the Yolo County Code and/or Municipal Animal Ordinances.
- B. Field services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday. Shelter services shall be limited to 10:00 am to 5:00 pm Monday through Friday, and 10:00 am to 4:00 pm on Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the Recipient, except when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597.1.
- C. The County agrees to operate and 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 a Recipient, the same shall be supplied by the Recipient at its own cost and expense.

- E. The County shall complete a study regarding non-adoption fees and fines assessed by Yolo County Animal Services. The study will be provided to Recipient for input and review prior to finalization. The study will be completed in FY 2023-24 and will be used to inform updates to fee/fine amounts or types of fees/fines assessed. A summary of efforts will be included in the year-end reporting for FY 2023-24.

**II. COMPENSATION TO BE PAID BY THE RECIPIENT**

- A. Recipient agree to compensate the County on a quarterly basis, in the following amount:

<b><u>Contract Period</u></b>	<b>07/01/2023-06/30/2024</b>	
<b><u>Party</u></b>	<b><u>Compensation</u></b>	<b><u>Quarterly Payment</u></b>
<b>City of Winters</b>	<b>\$86,068</b>	<b>\$21,518</b>

- B. Quarterly payment is due and payable by check within 30 days of receipt of invoice. Invoicing will occur quarterly in four equal installments equaling the amount listed in Section II (A), and as modified in Section II (C).
- C. Quarterly Payment Credit - In consideration of the rendition of the forgoing services by the County, the Recipient agree that the County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or Municipal Animal Ordinances. A review of revenue collected from licensing and other revenue sources from within the Recipient’s jurisdictions will be conducted on a quarterly basis. The Recipient’s portion of revenue for licensing and from other revenue sources will be reduced from the quarterly invoice from the County.
- D. Hourly Rates – The County may bill the Recipient, in addition to the annual agreed compensation, an additional hourly fee for services provided outside of normal operational hours or for extraordinary incidents. An “Extraordinary Incident” is defined as an incident that requires more than ten (10) county staff hours. The hourly fee 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 Reserve Fund” for uses approved in the Animal Services Reserve Account Policy. Savings will be identified within the “Animal Services Budget Forecast” that the County will provide the Recipient. Funds will be utilized per established County policy, with appropriate notice to local jurisdictions and approval by the Yolo County Board of Supervisors.

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 such animals.

G. Newly assessed Indirect/Administrative Costs and Salary Allocation costs shall be phased in over a three-year period using the following percentages:

**FY 23-24: 40%**

**FY 24-25: 70%**

**FY 25-26: 100%**

### **III. REPORTS**

The County shall provide the Recipient with quarterly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, fees, volunteer hours, and such additional information as the County deems appropriate or as reasonably requested by Recipient. 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. Quarterly reports will be due within 45 days of the end of each quarter, and the year-end report will be due within 60 days of the end of the Fiscal Year.

### **IV. CONTRACT EXTENSIONS**

The contract shall be extended twice for one year per extension unless the participating City/UCD opts out as provided in this Section. The County will provide rates for the extension period no later than March 15 of each year. Any election to opt out of the extension must be exercised by the participating City/UCD within 45 days from its date of receipt of the extension rates. A written reminder of the extension and opt out rights will be provided alongside Q2 invoices.

### **V. 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.

### **VI. 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 Recipient officials at all reasonable times.

### **VII. TERM AND TERMINATION**

A. The term of this Agreement shall be from July 1, 2023, until June 30, 2024, unless extended in accordance with Section IV or sooner terminated as hereinafter provided.

- B. Should any party fail to substantially perform its obligations in accordance with this Agreement, the other party or parties 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 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.
- C. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty 30 days' written notice is given.

**VIII. 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.

**IX. 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.

**X. 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 1 <sup>st</sup> Street Winters, CA 95694 Attn: Kathleen Salguero Tropa (530) 794-6702
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County:	Yolo County Sheriff's Office 140 Tony Diaz Drive Woodland, CA 95776 Attn: Denny Cheuk (530) 668-5264
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- B. Either party may change the address or other contact information 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.

**XI. AMENDMENT**

This Agreement may be amended only by written instrument signed by all parties.

**XII. 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.

**XIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties 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**

**City of Winters**

By \_\_\_\_\_

Oscar E. Villegas, Chair  
Yolo County Board of Supervisors

Attest:

Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By \_\_\_\_\_

Bill Biasi, Mayor  
City of Winters

Attest:

Kathleen Salguero Trepa, City Clerk  
City of Winters

By \_\_\_\_\_

Deputy (Seal)

By \_\_\_\_\_

Deputy (Seal)

Approved as to Form:

Approved as to Form:

By  \_\_\_\_\_

Philip Pogledich, County Counsel

By \_\_\_\_\_

Martin de los Angeles, City Attorney