

**ANIMAL CONTROL SERVICES
(County of Yolo)**

This Agreement (“Agreement”) is made and entered into by and between the County of Yolo, a political subdivision of the State of California (“COUNTY”) and The Regents of the University of California on behalf of its Davis campus (“UNIVERSITY”).

RECITALS

WHEREAS, the UNIVERSITY has a need for animal control services within the areas under the corporate limits of UNIVERSITY (“UNIVERSITY property”); and

WHEREAS, the COUNTY has been competently providing these animal control services to the UNIVERSITY for several years; and

WHEREAS, the UNIVERSITY have expressed their desire to have the COUNTY continue to provide animal control services within UNIVERSITY property subject to the terms of this Agreement; and

WHEREAS, the COUNTY is willing to continue to provide animal control services within the property of the UNIVERSITY subject to the terms of this Agreement.

NOW, THEREFORE, the UNIVERSITY 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 UNIVERSITY property. 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 COUNTY’s jurisdictional partner agencies, and shall provide training in the usage of the equipment.
 - 2. COUNTY, in coordination with and incorporating recommendations and input from UNIVERSITY, shall develop a social media toolkit to assist COUNTY and UNIVERSITY 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 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 UNIVERSITY property or surrounding 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 COUNTY 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, COUNTY 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 a 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 UNIVERSITY, 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 the UNIVERSITY, the same shall be supplied by the UNIVERSITY 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 the UNIVERSITY 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 UNIVERSITY

- A. UNIVERSITY agrees to compensate the COUNTY on a quarterly basis, in the following amount:

<u>Contract Period</u>	07/01/2023 - 06/30/2024	
<u>Party</u>	<u>Compensation</u>	<u>Quarterly Payment</u>
UNIVERSITY	\$68,721	\$17,181

- 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 UNIVERSITY agrees 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 UNIVERSITY’s property will be conducted on a quarterly basis. The UNIVERSITY’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 UNIVERSITY, 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 UNIVERSITY. Funds will be utilized per established County policy, with appropriate notice to the UNIVERSITY 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. The newly assessed annual Indirect/Administrative Costs and Salary Allocation of \$108,477 for fiscal year 2023-24 has the weighted distribution percentage for the UNIVERSITY of \$2,583.91 based on COUNTY’s service jurisdiction, which is included in the compensation amount in Section II (A) at the following percentage for Fiscal Year 2023-24:

FY 23-24: 40% \$1,033.56

III. REPORTS

The COUNTY shall provide the UNIVERSITY 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 UNIVERSITY. In addition, the after-hours callout dispatch records will be attached with the quarterly 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 UNIVERSITY 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 UNIVERSITY 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, and all other rights and interests therein, shall remain the property of the COUNTY.

VI. INSURANCE

UNIVERSITY is self-insured under California law. UNIVERSITY shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

- A. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
- B. Auto Liability including non-owned automobiles, with minimums as follows:
 - 1. Bodily injury
 - a. Per person \$1,000,000
 - b. Per accident \$1,000,000
 - 2. Property damage \$1,000,000
- C. Workers Compensation insurance in accordance with California state law.
- D. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the COUNTY, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.
- E. Upon UNIVERSITY's request, COUNTY shall provide UNIVERSITY written evidence of COUNTY's insurance coverage relevant to the presence or activity of COUNTY, its officers, agents, and employees while in, on or about UNIVERSITY property or in connection with this Agreement.

VII. USE OF UNIVERSITY NAME

Except for COUNTY produced reports or information disclosure to meet the terms of this Agreement, or as required for regulatory compliance or County operations, COUNTY shall not use the name or mark of UNIVERSITY in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of UNIVERSITY.

VIII. 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 UNIVERSITY officials at all reasonable times.

IX. TERM AND TERMINATION

- A. The term of this Agreement shall be from July 1, 2023 through 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.

X. INDEMNIFICATION

The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

XI. APPLICABLE LAWS

- A. UNIVERSITY property shall be used only in accordance with all federal, state and local laws and UNIVERSITY policies. Use of the premises shall be denied if they are not in accordance with these laws and policies, or if circumstances are such that the proposed use would interfere with the orderly operation of UNIVERSITY's programs.
- B. COUNTY agrees to comply with all federal, state and local laws and UNIVERSITY policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county, and other local state public health officials and UNIVERSITY health and wellness standards, which may change from time-to-time with little or no notice. COUNTY is responsible for ensuring that its directors, officers, agents, employees, contractors, volunteers, guests, invitees and participants, comply with all applicable requirements.
- C. 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.

XII. NOTICE

Notices shall be directed to the appropriate parties at the following addresses:

- A. Regarding Contract: Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY
Denise DeTrano
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616
E-mail: dwdetrano@ucdavis.edu

COUNTY
Denny Cheuk, CPA
Director of Animal Services
Sheriffs Office,
County of Yolo
140 Tony Diaz Drive
Woodland, CA 95776
E-mail: Denny.Cheuk@yolocounty.org

- B. Regarding Program/Work: Correspondence or inquiries regarding the substance and progress of work to be performed, or payment should be directed to the following addresses:

Katarina Mitchel
Fire, Police Safety Services, Business Supervisor
University of California One Shields Avenue
Davis, CA 95616
Telephone: (530) 754-0456
E-mail: kmitchel@ucdavis.edu

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.

XIII. AMENDMENT

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

XIV. 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.

XV. ASSIGNMENT

Neither party may assign or transfer this Agreement, or any interest or claim, without the prior written approval of the other party. The terms and conditions of Agreement shall be binding upon any assignee or transferee.

XVI. RELATIONSHIP OF THE PARTIES

The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this Agreement.

XVII. SEVERABILITY

If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

XVIII. 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.

AGREED and ACCEPTED:

COUNTY OF YOLO

By _____

Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:

By _____
Philip Pogledich, County Counsel

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Denise DeTrano
Contract Administrator
Procurement & Contracting Services
UC Davis

Date: _____