

**TOWN OF WINDSOR
INTERAGENCY SERVICES AGREEMENT
WITH
COUNTY OF SONOMA
FOR
ANIMAL CARE, CONTROL & SHELTER SERVICES
Contract #001107**

THIS INTERAGENCY SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ by and between the Town of Windsor, a municipal corporation (“Town”) and the **County of Sonoma** (“County”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of County providing animal care, control and shelter services to Town under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** County shall provide the animal care, control and shelter services as described in and in accordance with the schedule set forth in Exhibit A, attached hereto and incorporated herein (“Services”).
2. **Compensation.**
 - A. For the full performance of the Services described in Exhibit A hereto Town shall compensate County at the compensation rates specified in County’s Services Rate Schedule included in Exhibit A; provided, however, that total compensation for the full performance by County of the Services shall not exceed a total of **Three Hundred Thousand** dollars (**\$300,000**), said amount being referred to herein as the “not-to-exceed” amount.
 - B. County shall submit quarterly invoices reflecting services performed during the preceding quarter, and including supporting documentation if requested by Town. Invoices are payable upon receipt.
 - C. County shall be compensated for services in addition to those described in Exhibit A, only if County and Town execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed the “not-to-exceed” amount specified in Paragraph A, above, without prior written authorization of the Town Manager.

- D. Town's obligation to pay compensation to County as provided herein is contingent upon County's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on **June 30, 2020**, unless sooner terminated in accordance with Section 4. Upon termination, any and all of Town's documents or materials provided to County and any and all of the documents or materials prepared for Town or relating to the performance of the Services, shall be delivered to the Town as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
4. **Termination.** Town may terminate this Agreement without cause upon ten (60) days' written notice. Town may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by County or County's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, County shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by Town, County shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of Town in accordance with the terms and conditions of this Agreement.
5. **County's Representation; Independent Contractor.** County represents that County possesses distinct skills in performing the Services. Town has relied upon said representation as a material inducement to enter into this Agreement. County shall, therefore, provide properly skilled and technical personnel to perform all Services under this Agreement. It is expressly understood that County, its agents and employees shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of Town. This Agreement shall not be construed as an agreement for employment.
6. **Facilities and Equipment.** County shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. Town shall furnish to County no facilities or equipment, unless the Town otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** County shall, at County's sole cost and expense, keep in effect and require its subcontractors, if any, to keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** County shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of County's obligations pursuant to this Agreement.

9. **Inspection.** County shall provide the Town every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the Town. The inspection of such work shall not relieve County of any of its obligations pursuant to this Agreement.
10. **Confidentiality.** In the course of providing services for Town, County may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. County shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
11. **Conflict of Interest.** County represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. County further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. County represents that no one who has or will have any financial interest under the Agreement is an officer or employee of Town. If such conflict of interest arises during this Agreement or any extension, County will immediately advise Town and Town may, at its sole discretion, immediately terminate this Agreement.
12. **County No Agent.** Except as Town may specify in writing, County shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. County shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
13. **Standard of Performance.** County shall perform all the Services in a manner consistent with the standards of County's profession or, if no such professional standard, in a manner consistent with the standards applicable to said County or type of work. All instruments of service of whatsoever nature, which County delivers to Town pursuant to this Agreement, shall be prepared to comply and conform to the standards of County's type of work. All such instruments of service shall become the sole and exclusive property of Town upon delivery of the same.
14. **Assignment/Transfer.** County shall make no assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of Town.
15. **Subcontractors.** County shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of the Town. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement. Upon

execution of this Agreement, County shall furnish a separate schedule of names and addresses of subcontractors, if any, and shall notify Town in advance if changes in subcontractors occur.

16. **Statement of Economic Interests.** The Town may determine that the County must file a Form 700, Statement of Economic Interests, as required by the Town's Conflict of Interest Code. If such is the case, the Town Clerk's office will provide the County with form and County shall file form with the Town Clerk's office. Said filing shall include an Assuming Office Statement within thirty (30) days of execution of this contract, annual statements on or before April 1 of each year, and a Leaving Office Statement within thirty (30) days after termination of this Agreement or any extensions thereto.
17. **Internal Revenue Service Form W-9.** The Town may determine that the County must file an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, as required by the Town to comply with regulations of the United States Department of the Treasury. If such is the case, the Administrative Services Department shall provide the County with the required form. County shall complete and file the form with the Town before any payment for Services under this Agreement is rendered.
18. **Compliance With All Laws.** County and any subcontractors shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to performance of the Services required hereunder, including the Americans with Disabilities Act and any copyright, patent or trademark law. To the extent that any other government agency or entity provides compensation for any Services, County shall comply with all rules and regulations applicable to such fiscal assistance. County's failure to comply with any law(s) or regulations(s) applicable to the performance of the Services hereunder shall, at the discretion of the Town, be deemed to constitute a breach of contract.
19. **Discrimination.** During the performance of this Agreement, County shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
20. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - A. Personal delivery, in which case notice is effective upon delivery;

- B. Certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
- C. Nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;
- D. Facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day; or
- E. Email, deemed delivered upon transmittal.

Town: Town of Windsor Police Department
Town of Windsor
P.O. Box 100
Windsor, California 95492-0100
(707) 838-1234

County: County of Sonoma
Attn: Animal Services Operations Manager
1247 Century Court
Santa Rosa, CA 95043
707-565-7100

- 21. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement (collectively "Project Documents"), shall be the property of the Town and may not be used by County without the written consent of Town. County shall provide documents in electronic form in a format required by the Town. Copies of such documents or papers shall not be disclosed to others without the written consent of the Town Manager or his/her designated representative. Town agrees to indemnify and hold County harmless for claims resulting from Town's alteration for another Town project, of said Project Documents.
- 22. **Internet-Ready Deliverables.** If applicable to this Agreement, each contract deliverable shall be delivered as a data file suitable for publication on the Internet. The following specifications define the formats that satisfy this requirement:

- A. Brochures, reports, plan documents, catalogues, flyers with graphics included, and forms are to be formatted as screen-optimized “.pdf” files, if possible.
 - B. Freestanding, individual graphics such as logos, small maps and photos are to be formatted as “.tif” files, with the largest side no larger than four inches.
 - C. Large maps are to be formatted as “.jpg” files with the largest side no larger than four inches, unless mutually agreed otherwise by the Parties.
 - D. Short text documents with no graphics are to be in MS Word 2016 or later.
 - E. Freestanding charts, graphs and listings are to be in MS Excel 2016 or later.
23. **Indemnification.** Each party agrees to indemnify and save harmless the other party from and against all damages, liabilities, claims and expenses (including reasonable attorneys’ fees) to the extent resulting from the party’s negligent performance under this agreement.
24. **Insurance.** County shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the County, County’s agents, representatives and employees.
- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
 - 3. Workers’ Compensation Insurance as required by the State of California and Employers’ Liability Insurance. If no employees are utilized, the County shall sign a declaration as described in California Health and Safety Code Section 19825.
 - B. **Minimum Limits of Insurance.** County shall maintain limits no less than:
 - 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to

this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: statutory limit; Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

C. Umbrella or Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Town before the Town's insurance or self-insurance shall be called upon to protect it as a named insured.

D. Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the Town and shall not reduce the limits of liability. Policies containing any self-insured retention provision shall provide or be endorsed to provide that the self-insured retention may be satisfied by either the named Insured or the Town. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town, its officers, officials, employees and volunteers, or the County shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses. The Town reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to so exercise later.

E. Other Insurance Provisions.

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. The Town, its officers, officials, employees and volunteers (the "Additional Insureds") are to be covered as insureds as respects: liability arising out of work or operations as performed by or on behalf of the County; or automobiles owned, leased, hired or borrowed by the County.
 - b. For any claims related to this project, the County's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or

self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the County's insurance and shall not contribute with it. The Additional Insured coverage under the County's policy shall be at least as broad as ISO Form CG 20 01 04 13.

- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either Party, unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.
 - 2. The Workers' Compensation endorsement shall contain a Waiver of Subrogation against the Town for injuries to employees of the Insured resulting from work for the Town or use of the Town's premises or facilities.
 - 3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits included above shall be available to the Town. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Town.
- G. Verification of Coverage. County shall furnish the Town with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Town or on other than the Town's forms provided those endorsements conform to the Town's requirements. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- H. Subcontractors. County shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor prior to commencement of subcontractor's work. County agrees to include with all subcontractors in their subcontract the same requirements stated herein including the indemnity and insurance requirements. Subcontractors hired by County agree to be bound to County and the Town in the same manner and to the same extent as

County is bound to Town under this Agreement. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of these indemnity and insurance provisions shall be furnished by County to any subcontractor. The County shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and County shall maintain proof of compliance.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
26. **Litigation.** If litigation ensues between Town and a third-party which pertains to the subject matter of County's services hereunder, County, upon request from Town, agrees to testify therein at a reasonable and customary fee.
27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the Town of Windsor. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
29. **Non-Waiver.** The Town's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create, any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

33. **Records Maintenance**
County shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Town for inspection at any reasonable time. County shall maintain such records in accordance with the County Record Retention Policy.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and County shall survive the termination or completion of this Agreement for the fullest period of time allowed by law.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.
37. **Electronic Signatures.** This Agreement may be signed by an electronic signature as defined in California Civil Code Section 1633.2 unless, in the Town's discretion, the Town requires that it be signed by a digital signature that complies with the requirements of California Government Code Section 16.5 and its implementing regulations, as the same may be amended from time to time.

IN WITNESS WHEREOF, the Parties have executed this document to be effective as of the day, month and year first entered above.

County of Sonoma

Town of Windsor

Barbie Robinson
Health Services Director

Ken MacNab
Town Manager

Approved As to Form

Recommended for Approval

Jeff Berk
County Counsel

Jeneen Peterson
Acting Administrative Services Director

Approved As to Substance

Approved As to Form

Ellen Bauer
Division Director or Designee

Jose M. Sanchez
Town Attorney

EXHIBIT A - Scope of Work

1. Scope of Core Services.

County shall provide animal control and shelter services to Town. These core services include the field, shelter and administrative services as generally outlined below.

Core Services		
Field Services	Shelter Services	Administrative Services
Emergency services	Animal impounds:	Animal licensing
License enforcement	Pre-adoption spays and neuters	Rabies certificates
Stray animal pickup/ Impounding animals	Sheltering abandoned, surrendered or stray animals	Business services (customer service, phone calls)
Rabies control	Microchipping	Billing
Investigation(s) of bite reports, animal cruelty/ neglect, and public nuisance reports	Vaccinations	
	Veterinary care	State mandated bite reports
	Adoption counseling	
	Euthanasia	
	Behavioral assessment(s)	
	Rabies vaccination clinics	
	Animal impounds	
	Drop off of dead domestic animals only no wildlife	

1.1 **Schedule of Business Hours.** The County's Animal Services facility will be open for business on the days and times and for the purposes described below. County reserves the right to reasonably change the business hours from time to time as determined to be necessary by the County.

Shelter Services		
Day of Week	General Business Hours	Redemption/Adoption Hours
Monday	Closed	Closed
Tuesday-Saturday	9:00 a.m. to 5:30 p.m.	12:00 noon to 5:00 p.m.
Sunday	Closed	Closed
County Holidays	Closed	Closed

Field Services		
Sunday - Saturday	7:00 a.m. to 4:30 p.m.	Dispatched through Sheriff's Dispatch on Sundays and After hours

Emergency Services		
7 Days a Week	4:30 p.m. to 7:00 a.m.	Dispatched through Sheriff's Dispatch

**General Business and Redemption/Adoption hours are under review and may be revised upon recommendation to and approval by the Sonoma County Board of Supervisors.*

1.2 Field Service. County will provide field services, within the boundaries of the Town of Windsor, at a level consistent with County priorities and field services. Field services include, but are not limited to, response to resident request for service, police requests, emergency services, license enforcement and routine patrol. Hours of routine service are 7:00 a.m. to 4:30 p.m. Sunday through Saturday. The hours of regular patrol may be modified to deal with specific problems as identified by the Town or County, and agreed to by both parties. A log of activities within the Town boundaries will be maintained and made promptly available to the Town upon request.

1.2.1 Wildlife calls. County will not respond to any calls related to wildlife (Unless rabies exposure is suspected).

1.2.2 Emergency Services. Emergency services will be provided to the Town of Windsor during hours not considered as normal business hours. Services on holidays will be limited to emergencies only. Emergency services are those that require Animal Control Officer's response to meet state mandates for injured dogs and cats, rabies control and public safety issues.

1.2.3 Enforcement and prosecution of Town Ordinances and State Laws. All enforcement activities shall be based upon the Town's ordinances and applicable State laws. Criminal complaints for violations of state anti-cruelty laws will be filed with the District Attorney. Citations or abatements shall be brought to the Town Attorney for prosecutorial consideration. Authorization from the Police Chief or designee must be granted to Animal Control Officer prior to the County making contact with the Town Attorney.

1.2.5 Performance Measures: Field service calls shall be prioritized and responded to based on the type of call:

- Emergency Calls – response time within 90 minutes
- Other performance measures to be determined in collaboration with Town

1.3 Administrative Services. County shall provide administrative services that include animal licensing services (invoicing, processing); processing rabies certificates, business services; billing of fees per County's adopted fee schedule; marketing of impounded animals AS RESOURCES ARE AVAILABLE and preparing annual mandated state bite report.

1.4 Fee Schedule. County will collect and retain all fees pursuant to County's adopted fee schedule. Town will not receive credit for license fees collected by the County.

2. Services provided by Town to County.

2.1 Promotion. Within available resources and in collaboration with the County. Town shall promote Animal Services on the Town of Windsor website, Windsor

government television and the Town Recreation Guide. County shall provide information, as is requested by Town.

2.2 Dead animal pick-up. The Town shall pick-up and dispose of dead wild animals on roadways in Town's jurisdiction. The Town may bring dead domestic animals to Animal Services for disposal.

2.3 Other Services. Within available resources and in collaboration with the Town, County shall provide an array of other services such as routine patrol, response to barking complaints, vaccination clinics, lost pets, and education materials and information in the field and at the shelter.