

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND
THE COUNTY OF SAN JOAQUIN FOR THE PROVISION OF ANIMAL SHELTER
AND IMPOUND SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on this _____
day of _____, 2018, by and between the CITY OF
STOCKTON, a Charter City, (the “CITY”) and the COUNTY OF SAN JOAQUIN, a political
subdivision of the State of California, (the “COUNTY”).

RECITALS:

WHEREAS, the CITY and COUNTY have passed and are responsible for
enforcing local ordinances governing the regulations, licensing, shelter and impounding
of certain animals within their respective jurisdictions; and

WHEREAS, the CITY and COUNTY each possess the power to establish, operate
and shelter animals within its respective jurisdiction; and

WHEREAS, the COUNTY does not have its own animal shelter facility to impound
or provide shelter services for animals that are received by its Animal Services Division,
surrendered by verified COUNTY residents or located within the unincorporated area of the
COUNTY: and

WHEREAS, the CITY owns and operates an animal shelter located at 1575 South
Lincoln Street in Stockton (the “FACILITY”) and is capable of providing specified animal
shelter and impound services for the COUNTY, and has historically provided those
services to COUNTY; and

WHEREAS, COUNTY has determined that utilizing CITY’s existing animal shelter
and impound and shelter services is the most cost-efficient way for the COUNTY to meet its
obligations to provide animal shelter and impound services for its jurisdiction; and

WHEREAS, the COUNTY desires to utilize the FACILITY and animal shelter
services provided by the CITY for the impounding and care of animals delivered by the
Animal Services Division of the COUNTY and also receive and impound animals as turned
in by verified residents and/or located within the unincorporated areas of the COUNTY; and

WHEREAS, CITY is willing and able to render animal shelter and impound services
to COUNTY on the terms and conditions hereinafter set forth; and

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NOW, THEREFORE, THE PARTIES MUTUALLY AGREE as follows:

1. TERM

- A. Initial Term. The initial term (“Initial Term”) of this MOU shall commence on July 1, 2018, (“Effective Date”) and shall expire on June 30, 2023 (5 years).
- B. Additional Terms. Upon conclusion of the Initial Term, this MOU shall automatically renew for an additional five (5) year term; provided, however, that any Party to this MOU may withdraw at the end of the Initial Term if it provides written notice to the other Party no later than one (1) year prior to the expiration of the Initial Term. Upon conclusion of each additional term, if any, this MOU shall automatically renew in the same manner as described above and shall continue to do so at the end of each such additional term; provided, however, that any Party to this MOU may withdraw at the end of any additional term if it provides written notice to the other Party no later than one (1) year prior to the expiration of such additional term.
- C. Maximum renewals. In no event shall the total term of the MOU plus any extension, extend beyond twenty (20) years.

2. FACILITY. The CITY shall furnish all animal shelter and impound services as described in this MOU at FACILITY.

- A. CITY, in its sole discretion, shall determine the days and hours the FACILITY is open to the public and is open to receive animals from the Animal Services Division of the County, verified County residents and/or animals located within the unincorporated areas of the County. CITY shall provide advance notice to COUNTY as soon as practicable in the event CITY changes the hours that FACILITY is open to the public and to COUNTY.
- B. After Hours. Any sick or injured animal must be taken to an off-site veterinarian contracted and paid for by the COUNTY to accept such animals. In no event shall COUNTY leave an injured or sick animal at the FACILITY when the FACILITY is closed.
- C. CITY has the unfettered discretion and absolute right to determine when it is necessary to discontinue accepting animals at the FACILITY. As an example, it may be necessary to discontinue accepting animals at the FACILITY when the FACILITY reaches maximum capacity. CITY will endeavor to notify COUNTY when CITY has exercised its discretion to discontinue accepting animals and when it anticipates accepting animals again.

3. CONTINUATION OF SERVICES AND STAFFING

- A. Both CITY and COUNTY will continue to provide animal control, animal regulation, dispatch or similar field services within their respective jurisdictions.
- B. Both CITY and COUNTY will employ their respective animal control employees who will continue with all present functions subject to the authority of each respective entity.
- C. All persons employed by CITY in the performance of Animal Shelter services and all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employments shall be solely determined by CITY.

4. PROVISION OF SERVICES BY CITY

- A. CITY shall furnish and supply all necessary labor, supervision, equipment and supplies to provide the services described in this MOU.
- B. The means, manner, and method by which services are provided, the standard of performance, any other matters incidental to the performance of such services, and the control of personnel so employed, shall be determined solely by CITY. In the event of a dispute between the parties as to the level and manner of such services, the parties shall meet in good faith to resolve their differences. In the event of an impasse, the Chief of Police will make the final decision. The decision of the Chief of Police shall be final.
- C. COUNTY recognizes and specifically acknowledges that in utilizing the FACILITY and CITY services, it will comply with all operational procedures as established by CITY in its sole discretion, including all General Orders or the Animal Shelter's Standard Operating Procedures promulgated by the Chief of Police regarding the operation of the FACILITY. Prior to the effective date of this MOU, CITY shall provide COUNTY with copies of all applicable regulations and General orders as well as provided any updates thereto within thirty (30) days of being issued.
- D. Request for Additional Services. Upon the mutual written agreement of the parties, additional services not already covered pursuant to this MOU may be rendered by CITY and shall be paid for by COUNTY.

5. CONTROL AND CARE OF ANIMALS

Upon completion of the intake processing of animals delivered by COUNTY or

residents of COUNTY, control of the animals, excepting animals subject to legal holds, shall belong to the CITY in the same manner as if the animals were received from within the CITY'S jurisdiction.

- A. Intake. In the course of delivering animals to the shelter, the COUNTY Animal Services Division will complete all required fields on the Intake Form utilizing the CITY's shelter data base program (see Attachment 2 hereto). Required information may include but not be limited to animal information, reporting party information, owner information, location of pickup and any required legal hold-periods.
- B. Legal Holds. City shall control and care for animals delivered by COUNTY pursuant to its Operating Procedures as specified in section 4 above and consistent with applicable law. Access and control by COUNTY of such animals for purposes of evidence/prosecution shall be available during the hours that the FACILITY is open to the public or upon advance notice as specified in section 2 above.
- C. Veterinary Care. The CITY shall provide basic, minimum, care/treatment for animals delivered by the County Animal Services Division, verified COUNTY residents and/or located within the unincorporated areas of the COUNTY. Animals delivered or surrendered with medical issues shall be provided with medical treatment as deemed necessary by the City.
- D. Adoption and Redemption of Animals. All fees associated with the adoption and redemption of Animals shall be retained by the CITY except for COUNTY licensing fees.

6. LICENSING

It is mutually agreed that the CITY and COUNTY shall continue to separately license animals in accordance with their respective municipal codes. The CITY may sell a COUNTY license and will collect and allocate to a separate account monies received from said licensing fees, provided however, that CITY personnel are authorized to sell both CITY and COUNTY licenses at FACILITY. Any monies received from sale of COUNTY licenses will be remitted in full to the COUNTY on a quarterly basis within thirty (30) days after the end of each quarter.

7. FEE SCHEDULE

The parties specifically acknowledge that the costs of providing Animal Shelter and Impound services are identical whether the animal received by CITY at FACILITY originated in the COUNTY or CITY. Therefore, COUNTY hereby agrees that the fees charged for the services covered under this MOU will be those established by the CITY, as set forth in the City's Fee Schedule, as now existing or herein after amended, and that City shall retain all such fees other than COUNTY licensing fees.

8. COMPENSATION FOR SERVICES

- A. COUNTY shall pay to CITY all costs associated with the intake, sheltering, care and impounding of animals received from COUNTY's Animal Services Division, verified COUNTY residents and/or located within the unincorporated areas of the County, based upon the agreed upon rates as set forth in Attachment 1 which is incorporated herein by reference. Said costs shall also include CITY's administrative costs.
- B. Extraordinary Expenses. The parties acknowledge that from time to time it may be necessary for the CITY to undertake work on behalf of the COUNTY that causes an extraordinary amount of work that is outside the normal services provided by the CITY to COUNTY pursuant to this MOU. Extraordinary Expenses shall be defined as emergency intake of multiple (10 or more) animals as part of one event. In the case of extraordinary work, the CITY will invoice the COUNTY for all direct costs and expenses related to said event, as determined by the Chief of Police or his designee. COUNTY shall remit payment to CITY for such Extraordinary expenses within thirty (30) days after receipt of such invoice.

9. INVOICING

CITY shall submit an invoice to COUNTY each quarter. COUNTY shall remit payment of the full amount due within thirty (30) days after receiving such invoice.

Payments not received within thirty (30) days will be charged penalties in accordance with standard City policy, which shall be a 10% penalty and 1% additional penalty for each month thereafter that the invoice remains unpaid. In the event CITY is required to incur collection costs to recover payments owed by COUNTY to CITY, COUNTY will also be responsible for reimbursing CITY for any such collection costs incurred.

10. MUTUAL INDEMNIFICATION

- A. The COUNTY hereby agrees, on behalf of itself, officers, employees, agents, successors and other representatives to indemnify, hold harmless, CITY, its officers, employees, agents, successors and other representatives against all claims, suits, actions, costs, expenses and investigative costs, damages.
- B. The CITY hereby agrees, on behalf of itself, officers, employees, agents, successors and other representatives to indemnify, hold harmless, COUNTY, its officers, employees, agents, successors and other representatives against all claims, suits, actions, costs, expenses and

investigative costs, damages.

11. AMENDMENTS

It is hereby agreed that all provisions of the above agreement are subject to amendment by resolutions of the City Council and the Board of Supervisors.

12. COMPLETE INTEGRATION

The parties have read this MOU and agree to be bound by all of its terms and further agree that it constitutes the complete exclusive statement of the understanding between the parties. This MOU terminates and supersedes any prior agreements between the parties related to the joint operations of a CITY/COUNTY pound facility or the provision of impound and animal shelter services.

13. MODIFICATIONS

This MOU shall not be amended, except in writing that is executed by authorized representatives of both parties. Notwithstanding the forgoing, it is hereby agreed that all provisions of the above agreement may be subject to amendment by resolutions of the City Council and the Board of Supervisors.

14. INTERPRETATION

This MOU shall not be interpreted in favor of any party by virtue of said party not having prepared this MOU.

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IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed to this MEMORANDUM OF UNDERSTANDING.

ATTEST: CITY OF STOCKTON, a Municipal Corporation

BRET HUNTER, CMC, City Clerk

KURT O. WILSON, City Manager

Approved as to form:

Phaedra Norton
Deputy City Attorney

ATTEST:

Clerk of the Board

COUNTY OF SAN JOAQUIN, a Political
subdivision of the State of California

Deputy Clerk

Chairman of the Board of Supervisors

Approved as to form:

County Counsel

Attachment 1

COMPENSATION FOR SERVICES

Flat fee per animal up to 3,000 animals within a one-year period: \$325

Fee per animal above 3,000 within a one-year period: \$525

Daily impound fee per animal that is held
on a legal hold beyond 14 days. \$ current City Fee
Schedule Rate

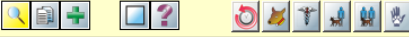
Extraordinary events: \$ actual cost incurred

All fees are subject to an annual increase of 5% each July 1, beginning on July 1, 2019.

Attachment 2

Chameleon Intake Screen

File Windows Commands Procedures Reports Extras Help

Ready  Search Back

Impound No	Litter No	Tot	Kennel No	Status	Sub Status	Tag	Animal Tag #	Activity No
K_		1		STRAY WA				A_ 1

Animal ID Microchip Scan ID Found?

Intake Information

Person From

Type	Subtype	Cond	Date	Time	Due Out	Review Date	OS Source	OS Reason
			05/08/18	15:34				

Crossing Jurisdiction Extra3 Extra4 By Receipt No

Outcome Information

Person To

Type	Subtype	Cond	Date	Time	Weight	Dose	Dose2	Bottle	Extra5	By	Receipt No

Special Searches

Type	Sex	Size	Color	Breed	LooksLike	Primary Breed	Collar Color	Collar Type	Markings	Animal Name

Hold Request

Comment

To Do

X	Task	Date

Complete Cancel New

Kennel Lost Foster
PetHarbor.com Other Shelters