

**ANIMAL SERVICES AGREEMENT
BETWEEN THE SILICON VALLEY ANIMAL CONTROL AUTHORITY
AND THE TOWN OF LOS GATOS**

This agreement is made this _____ day of May 2024, by SILICON VALLEY ANIMAL CONTROL AUTHORITY, a California Joint Powers Authority (“AUTHORITY”) and TOWN OF LOS GATOS, a California Municipal Corporation (“TOWN”).

RECITALS

WHEREAS, the Town of Los Gatos desires to retain Animal Control services; and

WHEREAS, Silicon Valley Animal Control Authority has submitted a satisfactory proposal to provide such services, which is attached and incorporated herein as Exhibit A.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall cover services rendered July 1, 2024 (“Commencement Date”) through June 30, 2025, unless terminated earlier, subject to the provision of Section 4 of this Agreement.
2. Services to be Provided. The services to be performed by Silicon Valley Animal Control Authority “AUTHORITY” shall consist of services described in Exhibit A. AUTHORITY will be responsible for any record keeping and will provide documentation of services upon request from TOWN.
3. Compensation. AUTHORITY will be paid \$59,867.75 [quarterly] for services described in Exhibit A.
4. Termination. This Agreement may be terminated earlier at any time:
 - A. Upon the approval of a fully executed Joint Powers Agreement adding the Town of Los Gatos as a member of the Authority.
 - B. By either TOWN or AUTHORITY, without cause, by giving ninety (90) days’ written notice.
 - C. By either TOWN or AUTHORITY immediately upon notice to the other, if the other breaches any material obligation under this AGREEMENT and such breach remains unremedied for at least thirty (30) days following written notice thereof to the breaching Party.
 - D. Effects of Termination. Upon the effective date of any termination of this AGREEMENT, Authority’s obligation to provide Animal Services to TOWN under this Agreement shall cease, and TOWN’S obligation to make payments

hereunder for periods of time after the effective date of termination shall cease, provided that the Parties shall have any and all remedies available under law for any breach of this Agreement. The Parties may also elect to negotiate a new agreement for the provision of Animal Services upon the effective date of termination.

- E. Termination Costs. In the event TOWN elects to terminate this Agreement with AUTHORITY, TOWN shall pay AUTHORITY the Contract Amount in EXHIBIT B at a prorated daily rate up to the date of termination of this Agreement.

5. Insurance Requirements.

A. Workers' Compensation. If AUTHORITY employs any employees, AUTHORITY shall maintain during the term of this Agreement Workers' Compensation Insurance in conformance with the laws of the State of California. Such coverage such include a waiver of subrogation in favor of the TOWN.

B. General Liability Insurance. AUTHORITY shall also procure and maintain at all times during the performance of this Agreement (1) General Commercial Liability Insurance covering AUTHORITY and TOWN for liability arising out of the operations of AUTHORITY and any subcontractors; and (2) Automobile Liability Insurance including coverage for all owned and non-owned vehicles, licensed or unlicensed, used by or on behalf of AUTHORITY in the performance of work under this Agreement. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000) with an annual aggregate of One Million Dollars (\$1,000,000) naming as an additional insured, in connection with AUTHORITY's activities, the TOWN, and its directors, officers, employees and agents. The insurers shall agree that their policies are Primary Insurance and that they shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering TOWN.

C. Evidence of Insurance. AUTHORITY shall furnish to TOWN Certificates of Insurance indicating compliance with the requirements of this section. The Certificates shall stipulate that thirty (30) days advance written notice of cancellation, non-renewal or reduction in limits of the required policy shall be given to TOWN.

6. Non-Liability of Officials and Employees of TOWN. No official or employee of TOWN shall be personally liable for any default or liability under this Agreement.
7. Compliance with Law. AUTHORITY shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. Ownership of Work Project. All documents or other information developed or received by AUTHORITY shall be the property of TOWN. AUTHORITY shall

provide TOWN with copies of these items upon demand or upon termination of the Agreement.

9. Notices. All notices shall be personally delivered or mailed, via first class mail, to the below listed addresses. Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail. These addresses shall be used for delivery of service of process:

[INSERT ADDRESSES FOR BOTH PARTIES]

10. Familiarity with Work. By executing this Agreement, AUTHORITY warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the work and is aware of all conditions there, and (3) it understands the difficulties, and restrictions of the work under this Agreement. Should AUTHORITY discover any conditions materially differing from those inherent in the work or as represented by TOWN, it shall immediately inform TOWN and shall not proceed, except at AUTHORITY'S risk, until written instructions are received from TOWN.
11. Independent Contractor Relationship. This Agreement shall in no way be construed to constitute AUTHORITY as the partner, legal representative, or employee of TOWN for any purpose whatsoever, or as the agent of TOWN, and neither Party shall act or attempt to act or represent itself directly or by implication as having such status or relationship. The Parties shall have the relationship of independent contractors, and except as specifically provided in this Agreement, each Party shall be solely responsible for all obligations and liabilities pertaining to the business, activities, and facilities of that Party. As an independent contractor, the Parties shall obtain no rights to retirement benefits or other benefits, which accrue, to the Parties' respective employees, and the Parties hereby expressly waive any claim either of them may have to any such rights.
12. Limitations upon Subcontracting and Assignment. Neither this Agreement or any portion shall be assigned by AUTHORITY nor shall AUTHORITY subcontract any services hereunder without prior written consent of TOWN.
13. Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata as defined in Government Code Section 895.6, but instead TOWN and AUTHORITY agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Party, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of and only to the extent of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority

or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible to the extent any damage or liability occurs by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this AGREEMENT.

14. Modification. This Agreement constitutes the entire agreement between the parties, unless there is a subsequent mutual written agreement executed by TOWN and AUTHORITY.
15. Waiver. No delay or failure of either Party to exercise or enforce at any time any right or provision of this AGREEMENT shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this AGREEMENT. The Parties agree that waiver of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by TOWN of the performance of any work or services by AUTHORITY shall not be deemed to be a waiver of any term or condition of this AGREEMENT.
16. California Law. This Agreement shall be construed in accordance with the laws of the State of California.
17. Venue. In the event that suit shall be brought by any Party to this AGREEMENT against another Party, the Parties agree that the venue shall be exclusively vested in the state courts of the State of California, County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
18. Interpretation. This Agreement shall be interpreted as though prepared by both parties. .
19. Entire Agreement. This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the Parties as to those matters contained herein. In the event that the terms specified in any of the Exhibits attached hereto conflict with any of the terms specified in the body of this AGREEMENT, the terms specified in the body of this AGREEMENT shall control. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may be modified only by a written amendment duly executed by the Parties to this AGREEMENT.
20. Preservation of Agreement. If any provision of this AGREEMENT shall be held illegal, invalid, or unenforceable, in full or in part, such provision shall be modified to

the minimum extent necessary to make it legal, valid, and enforceable, and the other provisions of this AGREEMENT shall not be affected thereby.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

SILICON VALLEY ANIMAL CONTROL AUTHORITY

By _____
Daniel Soszynski, Executive Director

Date _____

TOWN OF LOS GATOS

By _____

Date _____

EXHIBIT "A"
ANIMAL CONTROL SERVICES

The term "Animal Control Services" in the Agreement to which this Exhibit "A" is attached means all of the following services:

A. Field Services

Field services means all of the following services, including any vehicles, communications equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services"):

- Pick up of confined stray dogs, cats, and other small animals, including, rabbits, chickens, turkey, geese, and ducks, and excluding confined wildlife as defined in Section 711.2 of the California Fish and Game Code, such as opossums, raccoons, skunks, or squirrels
- Pick up confined stray livestock, including horses, pigs, goats, sheep, and donkeys
- Pick up of deceased animals, including wildlife, as described in more detail below under the description of Deceased Animal Services
- Pick up of injured stray dogs or cats and other small animals, without regard to weight, and injured wildlife weighing fifty pounds (50 lbs.) or less, that are located on public property or readily accessible on private property with the permission of the property owner or occupant or the property owner's or occupant's authorized agent
- Respond to emergency calls such as animals requiring rescue or animals attacking people
- Investigating complaints of animal bites or attacks on humans, including the completion of a report interviewing the parties involved, quarantining animals which have bitten humans, preparing and transporting biting animals for rabies testing, and investigating alleged violations of a quarantine
- Response to calls for removal of venomous snakes in a private residence and on private property
- Investigating complaints of vicious dogs and provide administrative hearings
- Investigating complaints of dangerous animals and provide administrative hearings
- Responding to complaints of animals running at large
- Responding to complaints of domestic animals causing a nuisance, except domestic animals making noise, and provide follow-up patrol
- Respond to police assist calls on animal-related issues, which service may include taking control of an animal on the scene

- Investigate complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners
- Investigate complaints regarding cruelty to animals
- Investigate complaints regarding exceeding the limit of the maximum number of animals
- Investigate complaints regarding unsanitary conditions
- Provide Community Outreach Humane Education programs to local schools as well as presenting programs to civic groups and organizations, Neighborhood Watch, homeowners groups and more
- Provide animal safety training for service workers (i.e. postal employees, meter readers)
- Issue administrative and criminal citations as necessary
- Participate in Santa Clara County Disaster Preparedness Team

B. Shelter Services

Shelter Services means all of the following services, including shelter facilities, supplies, animal care specialists, supervisors and administrative personnel, and any other personnel, supplies and equipment reasonably required to perform the following services (the "Shelter Services"):

- Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by a Member Agency, a resident residing in a Jurisdictional Area, or shelter personnel
- Quarantine of biting animals
- Rabies testing of suspect animals
- Provision for surrender and reclaim of abandoned, lost or stray domestic animals during established business hours
- Provide adoption program to include offsite adoption events
- Provide after hours receiving kennels for stray healthy animals
- Save all healthy or treatable animals by return to owner, placement with a placement partner, or adoption
- Hold periodic adoption events at the animal care center
- Euthanasia and disposal of unhealthy domestic animals that fail to meet the written health and temperament standards of the shelter

C. Medical Services

Medical Services means all of the following services, including office facilities, supplies, and professional and trained personnel necessary to perform the following services (the "Medical Services") by staff or through contracts:

- Provision of veterinarian services by staff or through contracts twenty-four (24) hours per day to treat and provide veterinarian care to stray dogs, cats, and other impounded animals that may be sick or injured
- Monitor quarantined biter animals
- Conduct vaccination clinics and have available, free of charge to the public, rabies control information.
- Operate public low cost spay/neuter clinic

D. Deceased Animal Services

Deceased Animal Services means all of the following services, including any vehicles, storage facilities, disposal mechanisms, field, and administrative personnel, and any other personnel, supplies, contracts and equipment required to perform the following services (the "Deceased Animal Services"):

- Pick up of deceased animals, including wildlife and except livestock, from streets and public property within Jurisdictional Areas, or from private property within Jurisdictional Areas with the permission of the property owner, occupant or a representative of the property owner or occupant
- Identification of and notification to the owner of the deceased animal, whenever possible
- Disposal of the body of the deceased animal

E. Animal Licensing Services

Animal Licensing Services means all of the following services, including any vehicles, office facilities, supplies, equipment and personnel necessary to perform the following services (the "Animal Licensing Services"):

- Computerized animal licensing including up to two delinquent notices on license renewals
- Animal Control Officer contact for delinquent licenses when necessary
- Provide licenses at animal care center
- Comprehensive community outreach program, to include issuing licenses at vaccination and spay/neuter clinics

- Distribute licensing information through local veterinarians and on web site
- Issue assistance animal identification tags to qualified residents as required by state law

F. Other Services For Which a Fee May Be Charged

- Pick up owned animals
- Provide humane traps to the public to capture sick, injured, or nuisance domestic animals
- Provide volunteer opportunities
- Provide onsite dog training