

## **Berkeley Animal Care Services Contract**

**THE CONTRACT** is entered into on July 1, 2008, between the City of Albany ("Albany") and the City of Berkeley ("Berkeley").

WHEREAS, Albany requires assistance in providing care and shelter for small animals with the City of Albany who are in need of same by reason of accident, sickness or being lost, strayed or abandoned, and

WHEREAS, Albany is desirous of obtaining certain animal control services such as quarantine and reporting of biting animals, impounding of stray animals, rescue of injured animals and response to animal situations that endanger the public, and

WHEREAS, Berkeley is willing to contract with the City of Albany for the purpose of providing the services described above and is well equipped to and capable of providing said services as more particularly described below.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, it is agreed as follows:

### **1. SCOPE OF SERVICES**

Berkeley shall perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made part of the contract.

### **2. INCIDENTAL SERVICES**

Berkeley shall not be required to patrol the City of Albany for the purposes of animal control. However, if in the course of providing the services listed above, Berkeley Animal Control Officer observe a violation of any of the following Albany Municipal Code Sections: 10-2.1 through 10-2.5, Berkeley shall cite those persons for such violations and take other such enforcement actions as Berkeley deems appropriate. In additions, if in the course of providing the services listed above, Berkeley Animal Control Officers observe any acts of cruelty committed upon an animal, Berkeley shall report such acts to the State Humane Officer.

### **3. STANDARD OF CARE**

Berkeley shall accept all animals brought in by Albany citizens to the Berkeley Animal Shelter and provide humane care for such animals in conformance with the Berkeley policies and ordinances. Care for the animals shall include:

- A. Veterinary attention when deemed necessary and appropriate by Berkeley Animal Care Services.
- B. Orderly and humane administration of euthanasia of animals not adopted, redeemed or otherwise transferred from the custody of the Berkeley Animal Care Services.

4. **DISPOSAL OF ANIMALS**

Berkeley shall dispose of deceased animals in conformance with State Humane Laws of California.

5. **HOLDING PERIODS**

- A. The holding period for animals (stray or owner surrendered) shall be in compliance with the State Humane Laws of California. Injured or sick animals are subject to euthanasia for humanitarian reasons at any time regardless of any holding period that would otherwise apply, pursuant to State Humane Laws of California.
- B. Berkeley shall determine which animals are held beyond minimum requirements and subject to placement or adoption. City of Albany shall have no claim to animals held beyond the minimum holding period.

6. **RECORDKEEPING**

Berkeley shall be responsible for maintaining a current and accurate record of all animals received in or from the City of Albany. Such records shall be maintained separate and apart from the records of animals received in or from any other jurisdiction, and in such a manner as to expedite the location of animals from Albany for citizens who inquire about missing animals. Records shall include the type of animal, time and place of pickup, and date and manner of disposition.

7. **TERM**

- A. This contract shall begin on July 1, 2008 and end on June 30, 2010. The City Manager of the City of Berkeley may extend the term of this contract by giving notice to the City Administrator of the City of Albany at least ninety (90) days before the end of the term ending on June 30, 2010. Such extension to be for a minimum of one (1) year.

- B. Either party may terminate this contract upon five (5) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this contract in a timely manner through no fault of the terminating party. Either party may terminate this contract without cause upon sixty (60) days written notice to the other party.
- C. A written notice is deemed served when a party sends the notice in in an envelope addressed to the other party to this contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this contract, all notices to Berkeley shall be addressed as follows:

City Manager  
City of Berkeley, 5<sup>th</sup> Fl  
2180 Milvia Street  
Berkeley, Calif. 94704

&

Manager  
Berkeley Animal Care Services  
2013 2<sup>nd</sup> Street  
Berkeley, Calif. 94710

For purposes of this contract, all notices to Albany shall be addressed as follows:

City Administrator  
City of Albany  
1000 San Pablo Ave.  
Albany, Calif. 94706

## 8. INDEMNIFICATION

- A. Albany shall defend, indemnify and hold harmless Berkeley, its officers, agents and employees, of and from all injuries, liabilities, damages, claims and demands for personal injury or death or property damage arising out of or related in any manner to the performance of this contract, save and except such injuries, liabilities, damages, claims and damages which arise out of the negligence or willful misconduct of Berkeley, its officers, agents or employees.

- B. Berkeley shall defend, indemnify and hold harmless Albany, its Officers, agents and employees, of and from all injuries, liabilities, damages, claims and demands for personal injury or death or property damage arising out of or related in any manner to the performance of this contract, save and except such injuries, liabilities, damages, claims and demands which arise out of the negligence or willful misconduct of Albany, its officers, agents or employees.

9. **INDEPENDENT CONTRACTOR**

For purposes of this contract and for the duration of this contract, each party and its agents and employees shall act in an independent capacity and not as employees of the other party. Each party shall be solely responsible for the manner in which it performs the obligations and functions related to this contract. Nothing in this contract shall confer rights or benefits on persons or entities not party to this contract.

10. **GOVERNING LAW**

The laws of the State of California shall govern this contract.

11. **ENTIRE CONTRACT**

- A. The terms and conditions of this contract, all exhibits attached and any documents expressly incorporated by reference represent the entire contract between the parties with respect to the subject matter of this contract. This contract shall supersede any and all prior contracts, oral written, regarding the subject matter between Berkeley and Albany. No other contract, statement, or promise relating to the subject matter of this contract shall be valid or binding except by a written amendment to this contract.
- B. If any conflicts arise between the terms and conditions of this contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this contract shall control.

12. **PAYMENT**

Albany agrees to make payment to Berkeley in accordance with the stated terms and conditions described in Exhibit B. Exhibit B is attached to and made part of this contract.

13. EFFECT ON SUCCESSORS AND ASSIGNS

This contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, Berkeley and Albany have executed this contract as of the date written on the first paragraph of the contract.

CITY OF BERKELEY

By \_\_\_\_\_  
CITY MANAGER

Registered by:

Approved as to form:

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY ATTORNEY

Attest:

\_\_\_\_\_  
CITY CLERK

ENFORCING JURISDICTION

City of Albany

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY ADMINISTRATOR

Attest:

\_\_\_\_\_  
CITY CLERK

## **Exhibit A**

### **Scope of Services**

**A. The City of Berkeley shall provide the following services to and on behalf of the City of Albany:**

- ❖ Investigate, quarantine and report biting animals
- ❖ Impound stray domestic animals, at large or confined
- ❖ Rescue and seek veterinary treatment for injured animals
- ❖ Collect and dispose of deceased animals
- ❖ Investigate, quarantine and report upon vicious animals endangering the public or causing a traffic hazard
- ❖ Issue citations upon observation of violations to the Albany Municipal Code, Chapter X, Sections 10-4.2, 10-4.3, and 10-5.4

**B. The City of Berkeley shall provide the following shelter services to impounded City of Albany animals:**

- ❖ Veterinary attention when deemed necessary and appropriate by the City of Berkeley
- ❖ The orderly and humane administration of euthanasia of animals not adopted, redeemed or otherwise transferred from the custody of the Berkeley Animal Shelter
- ❖ The disposal of deceased animals

**C. The City of Berkeley shall be responsible for maintaining a current and accurate record of all animals received in or from the City of Albany**

## **Exhibit B**

### *Payment*

The City of Albany shall pay the City of Berkeley for all services rendered under this agreement of \$ 26,127.00, regardless of the amount of fees and charges of any kind. The City of Berkeley shall receive this pursuant to the aforementioned schedule for animal field services and shelter care services from July 1, 2008 to June 30, 2010.