

**AGREEMENT BETWEEN
THE COUNTY OF SANTA CLARA
AND
THE CITY OF SUNNYVALE
FOR ANIMAL SHELTERING SERVICES**

The County of Santa Clara ("COUNTY"), and the City of Sunnyvale, a municipal corporation ("CITY") (together, "PARTIES") enter into this Animal Sheltering Services ("Agreement") as of February 1, 2025.

RECITALS

WHEREAS, CITY desires to secure Animal Sheltering Services for domestic animals found within the incorporated area of Sunnyvale, and

WHEREAS, COUNTY has the necessary facilities, expertise and skill to perform those services and COUNTY's proposal can best meet CITY's needs,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between CITY and COUNTY shall consist of:

This Agreement;
Exhibit A – Scope of Services; and
Exhibit B – Compensation

If any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced Exhibits arise, the provisions of this Agreement prevail.

This Agreement and the Exhibits set forth above contain all of the agreements, representations, and understandings of the PARTIES hereto, and supersede and replace any previous understanding, commitments, or agreements, whether oral or written.

2. SCOPE OF SERVICES

COUNTY shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

3. TERM OF AGREEMENT

This Agreement is effective from February 1, 2025 through January 31, 2026, unless otherwise terminated under Section 5 (TERMINATION) below.

4. COMPENSATION

CITY shall pay COUNTY for the costs of animal sheltering services under this Agreement. The terms, rate, and schedule of payment are set forth in the attached Exhibit B, entitled "Compensation".

5. TERMINATION

5.1 Termination Without Cause

Either PARTY may terminate this Agreement, without cause, by giving not less than thirty (30) days written notice.

5.2 Termination for Material Breach

Either PARTY may terminate the Agreement in the event of breach of material obligations under this Agreement immediately upon written notice.

5.3 Termination Authority

The CITY's Director of Public Safety or designee may terminate this Agreement on behalf of CITY.

The COUNTY Director of Procurement, or authorized designee, may terminate this Agreement on behalf of the County.

5.4 Consequences of Termination

In the event of termination, COUNTY shall make reasonable and good faith efforts to deliver to CITY records for animals sheltered by COUNTY under this Agreement in a timely manner. COUNTY shall refund the CITY prorated funds based on the date of termination and the amount of time remaining in the fiscal year.

6. INDEMNIFICATION

CITY shall indemnify, release, hold harmless, and defend, with counsel approved by COUNTY, COUNTY and its officers, agents and employees from any claim, demand, suit, judgment, liability, loss, injury, damage, or expense of any kind (including attorneys' fees and costs) arising out of, or in connection with, performance of this Agreement by CITY and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to this Agreement to provide the broadest possible coverage

for the COUNTY. CITY shall reimburse the COUNTY for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation or process in which the CITY contests its obligation to indemnify, defend and/or hold harmless the COUNTY under this Agreement and does not prevail in that contest.

7. WAIVER

PARTIES agree that waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision.

8. INDEPENDENT CONTRACTOR

COUNTY, in the performance of this Agreement, is an independent contractor. COUNTY shall maintain complete control over all of COUNTY's employees, any subcontracting subcontractors, and COUNTY's operations. Neither COUNTY nor any person retained by COUNTY may represent, act, or purport to act as the agent, representative or employee of CITY. Neither COUNTY nor CITY is granted any right or authority to assume or create any obligation on behalf of the other.

9. COMPLIANCE WITH LAWS

PARTIES shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

10. CONFLICT OF INTEREST

PARTIES shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

11. NONDISCRIMINATION

PARTIES agree that it shall not discriminate against, or segregate, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

12. CALIFORNIA PUBLIC RECORDS ACT

The COUNTY and CITY are public agencies subject to the disclosure requirements of the California Public Records Act ("CPRA"). If either PARTY's proprietary information is contained in documents or information submitted to other PARTY, and the other PARTY claims that such information falls within one or more CPRA exemptions, that PARTY must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and

identify the specific lines containing the information. In the event of a request for such information, both PARTIES will make best efforts to provide notice to other prior to such disclosure. If either PARTY contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the other PARTY is required to respond to the CPRA request. If the PARTY fails to obtain such remedy within the time the PARTY is required to respond to the CPRA request, that PARTY may disclose the requested information.

PARTIES further agree that the other shall defend, indemnify and hold harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by one party of a CPRA request for information arising from any representation, or any action (or inaction), by the other party

13. COUNTY'S RECORDS

13.1 Maintenance during Term

COUNTY shall maintain records, including any ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to COUNTY pursuant to this Agreement.

13.2 Maintenance after Term

COUNTY shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

14. ASSIGNABILITY

The PARTIES agree that COUNTY's expertise and experience are material considerations for this Agreement. COUNTY may not assign the performance of any obligation or interest under this Agreement, except as authorized under Section 15 on "Subcontractors" below.

15. SUBCONTRACTORS

15.1 Authorized Subcontractors

Notwithstanding Section 14 (ASSIGNABILITY) above, COUNTY may use subcontractors in performing COUNTY's services. COUNTY shall be responsible for directing the work of the subcontractors and for any compensation due to subcontractors.

16. GOVERNING LAW

This Agreement must be construed, and its performance enforced under California law.

17. VENUE

In the event that either PARTY brings suit, the PARTIES agree that venue is vested in Santa Clara County Superior Court or United States District Court, Northern District of California, San José, California.

18. NOTICE

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U.S. mail, or sent via courier service, addressed to the respective parties as follows:

CITY: Phan Ngo, Director
Department of Public Safety
City of Sunnyvale
700 All America Way
Sunnyvale, CA 94087

COUNTY: Program Manager
County of Santa Clara Animal Services
12425 Monterey Rd.
San Martin, CA 95046

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail. The PARTIES may change their respective addresses in accordance with the provisions of this Section.

19. MISCELLANEOUS

19.1 Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless shall remain enforceable.

19.2 Assignment

Subject to the provisions of Section 14 (ASSIGNABILITY), this Agreement binds and inures to the benefit of the PARTIES and their respective successors and assigns.

19.3 Headings

The headings of the sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

20. CONTRACT EXECUTION

Unless otherwise prohibited by law or COUNTY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the COUNTY.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

CITY OF SUNNYVALE

APPROVED AS TO FORM:

CITY OF SUNNYVALE, a municipal corporation

By: _____
REBECCA L. MOON
City Attorney
City of SUNNYVALE

By: _____
TIM KIRBY
City Manager,
City of SUNNYVALE

Date: _____

Date: _____

COUNTY OF SANTA CLARA

APPROVED AS TO FORM AND LEGALITY:

APPROVED:

By: _____
MATTHEW HADA
DIRECTOR OF PROCUREMENT

By: _____
WILLIE NGUYEN
DEPUTY COUNTY COUNSEL

Date: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

COUNTY shall provide the following services for domestic animals found or maintained in the incorporated area of CITY:

1. Sheltering of abandoned, impounded, lost or stray domestic animals;
2. Quarantine of impounded, aggressive domestic animals;
3. Provision for reclaim of abandoned, lost or stray domestic animals during established business hours;
4. Euthanasia and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and are deemed unfit for adoption, rescue or return-to-field;
5. Return-to-field of free-roaming cats after sterilization and vaccination; and
6. Acceptance of owner-relinquished animals and confiscated animals on approval of the COUNTY Animal Services Program Manager after consideration of shelter population, space availability, and costs.

As part of the Shelter Services, COUNTY shall provide the following veterinary services for domestic animals found or maintained in the incorporated area of CITY:

1. Veterinarian services during established business hours to treat and provide veterinarian care to stray and other impounded domestic animals;
2. Monitoring of quarantined animals; and
3. Low-cost spay/neuter services as is currently provided to residents of the unincorporated areas of the County of Santa Clara.

COUNTY shall provide sheltering and veterinary care of domestic animals identified above during normally staffed hours, which are Monday thru Friday from 8:00 am through 6:00 pm and Saturday and Sunday from 8:00 am thru 5:00 pm ("Operational Hours"). Services will not be available on COUNTY holidays, however, CITY will have access to "night drop" kennels outside of Operational Hours based on availability. Only animals that appear to be free of injury may be left in the "night drop" kennels by authorized CITY staff. Animals that are not bright, alert and active, have open wounds, broken limbs or have been hit by a car must be taken to an emergency veterinarian at the CITY'S expense, but may be transported to the shelter by the CITY during COUNTY operational hours for continued care.

Animals taken into custody by CITY that are to be impounded by COUNTY are to be transported promptly and humanely, and shall be made available for owner redemption as required by law. Animals requiring a quarantine hold will be made available for owner redemption following the quarantine period. Whenever an animal with identification is impounded, COUNTY will make a reasonable attempt to notify its owners of the animal's impoundment. Animals held under legal, public safety, or investigative authority, including but not limited to Dangerous Determinations, Criminal Cases, or other regulatory or judicial proceedings may not be made available for owner redemption or otherwise released until authorized by the CITY in accordance with applicable laws and/or resolution of the case. Under any other circumstance which CITY

requests that an animal not be made available for reclaim, adoption, rescue, or return-to-field, such request must be approved by the Animal Services Program Manager prior to impoundment. COUNTY will require an address (in the case of cats) or a street and cross street (in the case of all other animals) where each animal was found from both CITY and its residents, prior to accepting an animal for impound. CITY residents requesting an animal to be accepted must have their address confirmed by COUNTY prior to accepting the animal for impound.

COUNTY may collect fees from the public in connection with a portion of the Animal Sheltering Services provided under this Agreement and as consistent with the County Ordinance, including but not limited to impound, boarding, and quarantine fees. These fees shall be at the rates established by COUNTY.

**EXHIBIT B
COMPENSATION**

Invoicing and Payment

1. Payment to COUNTY

For Animal Sheltering Services provided by COUNTY to the CITY under this Agreement, CITY shall pay COUNTY for the cost of animal shelter and other services for the period of February 1, 2025 through January 31, 2026 at the following rate and on the following schedule:

February 1, 2025 - June 30, 2025	\$172,000	Due March 14, 2025
July 1, 2025 - January 31, 2026	\$244,902	Due July 11, 2025