

**TOWN OF
APPLE VALLEY, CALIFORNIA**

AGENDA MATTER

Subject Item:

APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF VICTORVILLE FOR ANIMAL SERVICES

Summary Statement:

Animal Services continues to look for innovative ways to generate funding to offset dependency on the General Fund for operational and maintenance costs of the department. The 2011 Calendar Year includes numerous adoption events, fundraising activities and incentive programs to encourage responsible pet ownership.

In April 2010, Animal Services officially moved into the new Municipal Shelter. Knowing that the new facility was constructed to serve sheltering needs of the Town for the next 20-years, staff began actively working on offering sheltering services to outside agencies. The goal was to promote a "Better Way of Life" for the animals in our care and to raise the bar for animal sheltering and adoption services.

Based on this goal, Animal Services began exploring the possibility of offering services to outside governmental agencies. Recently, the City of Victorville expressed a desire to enter into negotiations for the Town to provide their animal sheltering services.

Therefore, staff is requesting that the Town Council approve a Memorandum of Understanding (MOU) to negotiate the terms for the Town of Apple Valley Animal Services to provide animal sheltering services for the City of Victorville. The draft of the negotiated contract will be brought back to Council for final review and approval.

The MOU is attached for your review.

Recommended Action:

That the Town Council approve the attached Memorandum of Understanding with the City of Victorville for Animal Sheltering Services.

Proposed by: Gina Schwin-Whiteside, Animal Svc Manager Item Number _____

T. M. Approval: _____ Budgeted Item Yes No N/A

**MEMORANDUM OF UNDERSTANDING REGARDING THE NEGOTIATION OF
A CONTRACT TO PROVIDE ANIMAL SHELTERING SERVICES**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into in the State of California by and between, the Town of Apple Valley hereinafter called TOAV and the City of Victorville hereinafter called COV.

WITNESSETH

WHEREAS, COV desires to retain services of a qualified service provider to provide, on an independent contractor basis, Animal Sheltering Services; and

WHEREAS, the TOAV has the facilities to effectively provide quality sheltering services that will benefit COV without impacting customer service to the citizens of Apple Valley; and

WHEREAS, the TOAV and COV will negotiate an Animal Sheltering Services Agreement that includes, Scope of Services, Compensation, Payment Schedule, Performance Schedule, Agreement Terms and Consistency of Jurisdictional Fees;

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PARTICIPATING AGENCIES

1.1 This Memorandum of Understanding (MOU) is entered into among the entities listed– collectively referred to as “Participating Agency” or “Participating Agencies”:

The Town of Apple Valley, California, a municipal corporation organized under the laws of the State of California

The City of Victorville, California, a municipal corporation organized under the laws of the State of California

2. PURPOSE

2.1 The general purpose of this MOU is to formalize negotiations between the Participating Agencies for Animal Sheltering Services to be provided by TOAV.

3. OBLIGATIONS OF PARTICIPATING AGENCIES

3.1 TOAV agrees to act as the Lead Agency for preparation of the Animal Sheltering Services Agreement.

3.2 COV agrees to provide all supporting materials, statistics and reports needed for determining the level of services required.

- 3.3 Participating Agencies recognize that the level of service to the residents of TOAV cannot be compromised by the terms of the final agreement.
- 3.4 Participating Agencies acknowledge that COV is seeking to obtain costs savings in annual costs and increased levels of service for animal sheltering provided to Victorville residents.
- 3.5 Participating Agencies agree to explore programs that increase adoptions, reduce euthanasia and decrease shelter intakes on an annual basis.
- 3.6 Participating Agencies agree that policies for sheltering will comply with applicable California Animal Laws and establishment of policies and procedures for operation of the shelter remain with TOAV's governing body.

4. IMMUNITY

- 4.1 TOAV agrees to indemnify, defend and hold harmless COV and their officers, employees, representatives, agents and volunteers from any and all claims, actions, losses, damages, costs, expenses, including legal costs and attorney fees, for any personal injuries, deaths, or property damage and/or liability arising out of this memorandum of understanding from any cause whatsoever, including acts, errors or omissions of any person and for any costs or expenses incurred by COV on account of any claim therefore, unless such losses or damages are proven to be caused by COV's own negligence or willful misconduct, or that of its officers or employees, or except where such indemnification is prohibited by law.
- 4.2 COV agrees to indemnify, defend and hold harmless TOAV and their officers, employees, representatives, agents and volunteers from any and all claims, actions, losses, damages, costs, expenses, including legal costs and attorney fees, for any personal injuries, deaths, or property damage and/or liability arising out of this memorandum of understanding from any cause whatsoever, including acts, errors or omissions of any person and for any costs or expenses incurred by TOAV on account of any claim therefore, unless such losses or damages are proven to be caused by TOAV's own negligence or willful misconduct, or that of its officers or employees, or except where such indemnification is prohibited by law.
- 4.3 In the event TOAV and/or COV is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the memorandum of understanding, TOAV and/or COV shall indemnify the others to the extent of its comparative fault.
- 4.4 This MOU shall not be binding upon the Participating Agencies until executed by the authorized personnel of both TOAV and COV.

5. EFFECTIVE DATE/DURATION/TERMINATION

- 5.1 This MOU shall remain in effect until the Animal Sheltering Services Agreement is executed.
- 5.2 Any Participating Agency may withdraw from this MOU at any time.

6. CONFIDENTIALITY

- 6.1 Participating Agencies shall not disclose any of information regarding the negotiation of the Animal Sheltering Services Agreement to any other entity or person, except with the prior written approval of all Participating Agencies or as required by law.

7. MODIFICATIONS AND AMENDMENTS

- 7.1 This MOU may be modified or amended only by a written instrument signed by both Participating Agencies.

8. PRINCIPAL REPRESENTATIVES

- 8.1 Gina Schwin-Whiteside is designated as the principal representative of TOAV for purposes of communicating with COV on any matter associated with the negotiation of and preparation of the Animal Services Sheltering Agreement to be submitted to the governing bodies for approval and execution.
- 8.2 (Name) is designated as the principal representative of COV for purposes of communicating with TOAV on any matter associated with the negotiation of and preparation of the Animal Services Sheltering Agreement to be submitted to the governing bodies for approval and execution.

9. NOTICES

- 9.1 Any notice to be provided pursuant to this MOU shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage paid, and addressed to the Parties as follows:

To TOAV: Gina Schwin-Whiteside, Animal Services Manager
Town of Apple Valley
14955 Dale Evans Parkway
Apple Valley, CA 92308

To COV: Amer Jakher, Director of Public Works
Dana Wellborn, Designee
City of Victorville
14343 Civic Drive
Victorville, CA 92392

10. AMBIGUITIES

10.1 This agreement is in all respects intended by each Agency hereto to be deemed and construed to have been jointly prepared by the Participating Agencies and the Participating Agencies hereby expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of the MOU.

THIS MOU shall inure to the benefit of and be binding upon the successors and assigns of all parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officials thereunto duly authorized.

Town of Apple Valley

APPROVED:

ATTEST:

(Name), Mayor

LaVonda Pearson, Town Clerk

Dated: _____

AS TO STANDARD FORM:

City of Victorville

John Brown, Town Attorney

APPROVED:

ATTEST:

(Name), Mayor

Carolee Bates, City Clerk

Dated: _____

AS TO STANDARD FORM:

Andre de Bortnowsky, City Attorney