

NAPA COUNTY AGREEMENT NO. 200023B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 4th day of June, 2019, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the TOWN OF YOUNTVILLE, a municipal corporation of the State of California, herein referred to as "TOWN";

RECITALS

WHEREAS, under the authority of Government Code Section 25802 and County Code Section 6.04.210, COUNTY currently operates the Napa County Animal Shelter and Adoption Center at 942 Hartle Court, Napa, CA 94559 (herein, "Animal Shelter") to provide for the sanitary and humane treatment and care of animals; and

WHEREAS, on October 13, 2009, COUNTY and TOWN entered into Napa County Agreement No. 7296, Town of Yountville Agreement No. 2009-262, effective July 1, 2009, which established an equitable funding mechanism based on a direct allocation method whereby TOWN and other participating municipalities geographically located in the County of Napa pay COUNTY for costs associated with accepting and providing care, shelter and other services for those animals brought to the Animal Shelter; and

WHEREAS, COUNTY and TOWN mutually agree to terminate Napa County Agreement No. 7296, Town of Yountville Agreement No. 2009-262 and all amendments effective immediately in order to redefine the terms and conditions of services under this new Agreement.

TERMS

NOW, THEREFORE, TOWN hereby engages the services of COUNTY, and COUNTY agrees to serve TOWN in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on **July 1, 2019** and shall expire on **June 30, 2022**, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause), 9 (Other Termination) or 20(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 6 (Insurance) and 7 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement. Upon expiration, the term of this Agreement shall be automatically renewed for an additional three-year term, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. **Scope of Services.** COUNTY shall provide TOWN those services set forth in Exhibit "A", attached hereto and incorporated by reference herein.

3. **Compensation.** In consideration of COUNTY's fulfillment of the promised work, TOWN shall pay COUNTY a proportionate share of operating costs, expenses incurred, and make contributions as set forth in Exhibit "B," attached hereto and incorporated by reference herein.

4. **Method of Payment.** The method of payment is set forth in Exhibit "B," attached hereto and incorporated by reference herein.

5. **Independent Contractor.** COUNTY shall perform this Agreement as an independent contractor. COUNTY and the officers, agents and employees of COUNTY are not, and shall not be deemed to be, TOWN employees for any purpose, including workers' compensation and employee benefits. COUNTY shall, at COUNTY's own risk and expense, determine the method and manner by which duties imposed on COUNTY by this Agreement shall be performed; provided, however, that TOWN may monitor the work performed by COUNTY. TOWN shall not deduct or withhold any amounts whatsoever from the compensation paid to COUNTY, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, COUNTY shall be solely responsible for all such payments.

6. **Insurance.** COUNTY has and shall maintain throughout the term of this Agreement, liability property coverage and casualty and excess liability policies to cover any first-party and third-party claims for damages by or against COUNTY resulting from the operation of the Animal Shelter. The COUNTY maintains first-party property insurance coverage in the amount of six hundred million dollars (\$600,000,000) and that coverage is all risk of direct physical loss or damage, including flood, to cover any such potential damage to the Animal Shelter, excluding earthquake. The casualty and excess liability coverage limits are twenty-five million dollars (\$25,000,000). TOWN shall be named as additional insured for such policies relative to the performance of this Agreement. COUNTY shall maintain the above-mentioned insurance for the duration of this Agreement. COUNTY shall provide TOWN and participants proof of the insurance required by this subsection at least annually.

7. **Hold Harmless/Defense/Indemnification.**

(a) In General. To the full extent permitted by law, COUNTY and TOWN shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the

activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. COUNTY accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of COUNTY under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, COUNTY shall hold TOWN and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or COUNTY's actions in this regard.

8. Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving sixty (60) days prior written notice to the defaulting party in the manner set forth in Paragraph 12 (Notices). The Napa County Executive Officer or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

(b) If during the term of this Agreement or any extension thereof subsequent to the first fiscal year during the term, (i) COUNTY is unable to appropriate sufficient funds to meet its obligations to TOWN under this Agreement, such funds are not otherwise available to COUNTY for these purposes, and there are no other legal procedures or available funds by or with which such obligations can be met, and such non-appropriation of funds has not resulted from any act or omission within the control of COUNTY, or, (ii) if the funds appropriated to meet such obligations were granted to COUNTY by any agency of the State of California, any federal government agency, or other source and such grant funds become discontinued or otherwise unavailable to COUNTY during the term of the Agreement or any extension thereof, then COUNTY shall have the right to terminate this Agreement by giving TOWN written notice of such termination at least thirty (30) days prior to the effective date of the termination. In the event of such termination, TOWN shall be obligated to COUNTY only for payment of compensation and reimbursement of expenses for services satisfactorily completed or incurred and for which invoices are submitted as of the effective date of such termination. The notice of termination shall include a certification by the Napa County Executive Officer or designee thereof that sufficient funds have not been made available to COUNTY to meet COUNTY's future obligations under this Agreement. In the event of termination under this Paragraph, COUNTY shall not enter in to a functionally similar agreement with a third party during the remainder of the then-current term, except that if during said period, funds again become available to COUNTY for such services, COUNTY shall offer to execute a new agreement with TOWN for such services, with TOWN to expire no earlier than the expiration date of this Agreement had it not been terminated under this Paragraph, and on the same terms and condition as set forth in this Agreement. In the event TOWN does not execute such new agreement, COUNTY shall be free to enter into functionally similar agreement with third parties.

9. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least ninety (90) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by TOWN unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

10. **[Reserved]**

11. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

12. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Napa County Public Works
Re: Animal Shelter
1195 3rd Street, Suite 101
Napa, CA 94559

TOWN

Town of Yountville
Attn: Town Manager
6550 Yount Street
Yountville, CA 94599

13. **Amendment/Modification.** Except as specifically provided otherwise in this Agreement, this Agreement may be modified or amended only with written consent of both parties. In particular, only COUNTY, through its Board of Supervisors, and TOWN, through its Town Manager, in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit "A."

14. **Mediation.** Any unresolved dispute arising among the parties to this Agreement shall first be submitted to non-binding mediation before a recognized mediator having experience with agreements of this nature and that is mutually acceptable to the parties, provided that no party shall unreasonably withhold its acceptance. If the parties are unable, after a period of thirty (30) days from commencement of the dispute resolution process, to agree on a mediator, any party shall be entitled to petition a court of competent jurisdiction to appoint such a mediator for the parties. Each party shall bear its own costs, including attorney's fees, incurred in connections

with the mediation process. If the mediation does not result in a resolution of the dispute that is acceptable to the parties, any party may pursue its legal remedies.

15. Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

16. Compliance with Laws. COUNTY shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, COUNTY and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. COUNTY shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, COUNTY shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to COUNTY services or works required of TOWN by the State of California pursuant to agreement between TOWN and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and COUNTY and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. COUNTY agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of COUNTY performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. COUNTY shall make the required documentation available upon request to TOWN for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of COUNTY under this Agreement are subcontracted to a third party, COUNTY shall include all of the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

17. **[Reserved]**

18. **[Reserved]**

19. **Authority to Contract.** COUNTY and TOWN each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

20. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. COUNTY hereby covenants that it presently has no interest not disclosed to TOWN and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as TOWN may consent to in writing prior to the acquisition by COUNTY of such conflict. COUNTY further warrants that it is unaware of any financial or economic interest of any public officer or employee of TOWN relating to this Agreement. COUNTY agrees that if such financial interest does exist at the inception of this Agreement, TOWN may terminate this Agreement immediately upon giving written notice without further obligation by TOWN to COUNTY under this Agreement.

21. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

22. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

23. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

24. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

25. **Each Party's Role in Drafting this Agreement.** Each party to this Agreement has had an opportunity to review this Agreement, confer with legal counsel regarding the meaning of this Agreement, and negotiate revisions to this Agreement. Accordingly, no party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of this Agreement.

26. **Legal Status of Agreement as Non-Joint Powers Agreement.** This Agreement shall not be considered for any purposes as a Joint Powers Agreement between COUNTY and TOWN under Government Code Section 6500, et. seq. TOWN authorizes COUNTY to perform all services under this Agreement pursuant to Government Code Section 51301.

27. **Timeliness of Services Provided.** COUNTY shall use its best efforts to provide the services called for in this Agreement in a reasonably prompt manner. However, due to the nature of many of the services provided and the number of animals that may be at the Animal Shelter at any one time, all parties to this Agreement understand and agree that no guarantee can be made, or is intended to be made, with respect to the care and services provided any particular animal brought to the Animal Shelter from within the jurisdictional boundaries of TOWN.

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IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

TOWN OF YOUNTVILLE, a municipal corporation


JOHN F. DUNBAR, Mayor

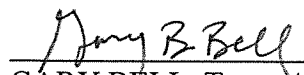

MICHELLE DAHME, Town Clerk

NAPA COUNTY, a political subdivision of the State of California


RYAN GREGORY, Chair Board of Supervisors

"COUNTY"

APPROVED AS TO FORM:


GARY BELL, Town Attorney

"TOWN"

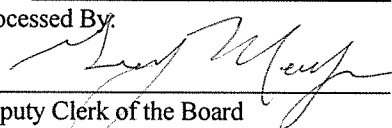
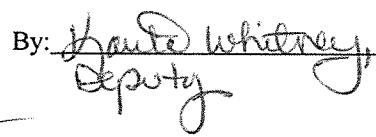
<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> County Counsel</p> <p>Date: <u>April 23, 2019</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>6/18/2019</u></p> <p>Processed By:  Deputy Clerk of the Board</p>	<p>ATTEST: JOSE LUIS VALDEZ Clerk of the Board of Supervisors</p> <p>By:  Deputy</p>
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EXHIBIT "A"

SCOPE OF WORK

1. Objective

COUNTY shall operate and maintain the Napa County Animal Shelter and Adoption Center ("Animal Shelter") in a manner which satisfactorily:

- (a) Supports the secure and sanitary temporary habitation, physical and behavioral health, medical treatment, adoption, placement or other disposition of permissible stray, impounded, unwanted or surrendered domestic animals, livestock, exotic pets and wildlife that originate from within the jurisdictional boundaries of TOWN;
- (b) Advocates for the general welfare of all animals and education about responsible pet ownership;
- (c) Demonstrates and encourages the public toward practical measures for managing the animal population at-large through spay and neuter programs; and
- (d) Provides all services in accordance with California Penal Code 597.1, California Food and Agriculture Code 32000 *et seq.*, and sections 30503 and 31751.3, and all other state statutes and County ordinances governing animal shelters for care, physical and medical treatment, holding periods, placements, dispositions and record keeping.

2. Services

COUNTY shall render a spectrum of common animal shelter services, as operationally feasible, including but not limited to the following:

- (a) Conduct initial behavioral, physical and medical needs assessments and seek appropriate veterinary care;
- (b) Administer vaccinations and microchips, and effectuate the spaying and neutering of all dogs and cats transferred to the custody of the Animal Shelter for reasons other than temporary impounds or boards through the coordination of services with agencies and/or veterinarians licensed to perform such procedures;
- (c) Accommodate impounded, stray, quarantined or temporarily boarded animals;
- (d) Promote and coordinate animal adoptions via an application process through various outreach programs, events and during public walk-in operating hours;
- (e) Arrange for the alternative placement of animals that require specialized or otherwise inaccessible care, or to optimize adoption probability;
- (f) Perform humane euthanasia and disposal of remains at owner's request or in accordance with Section 6.04.230 of the Napa County Code of Ordinances;
- (g) Manage a cat trap rental program; and
- (h) Disseminate educational materials and information using assorted forms of media.

3. General Requirements for Operations

For the successful administration and operation of the Animal Shelter and to ensure daily delivery of promised services, COUNTY shall meet the following requirements:

- (a) Staff. COUNTY shall maintain sufficient staff, volunteers and supervisory oversight thereof. All kennel staff shall possess valid certifications, education and

training mandated by the County of Napa and the State of California to perform appointed duties, including humane euthanasia and animal management. All volunteers shall be assigned only those tasks commensurate with their level of training and experience.

- (b) Supplies. COUNTY shall provide animal care supplies, feed, and all other necessary provisions.
- (c) Facilities and Equipment. COUNTY shall provide and maintain all facilities, infrastructure and equipment.

4. Organizational Controls

COUNTY and TOWN agree to participate in strategic alignment and ongoing collaborative processes to achieve organizational goals.

- (a) Annual Meetings. Authorized representatives of COUNTY and TOWN shall meet, at minimum, once per year prior to April 1 for the purposes of establishing priorities, allocating fiscal, human and other resources, and analyzing critical elements of Animal Shelter operations for the subsequent fiscal year. Discussion topics shall include, but not be limited to: budgets, staffing, hours of operations, capital purchases, projects or repairs, policy implementation or revision, and any other matter that may have significant impact on the Animal Shelter or its resources.
- (b) Annual Budget Approval and Adoption.
 - i. All budgets presented by COUNTY shall accurately represent COUNTY's good-faith estimate of all projected revenues and expenditures. Submitted budgets shall also be unambiguous and meet commonly accepted standards for substance and format.
 - ii. COUNTY shall consult with TOWN to prepare and submit a comprehensive proposed annual budget to TOWN no later than April 1.
 - iii. TOWN shall respond to COUNTY with feedback regarding the proposed annual budget no later than April 15.
 - iv. The proposed annual budget shall be administratively approved as the "Annual Budget" no later than May 1 by an authorized representative from each party. Acceptable forms of approval include an original signature or email and shall not be unreasonably withheld.
 - v. If either party fails to provide feedback or approvals according to the timeline prescribed herein, the proposed annual budget shall be considered approved by the nonresponsive party and therein regarded as the Annual Budget.
 - vi. If any dispute remains unresolved by the May 1 administrative approval deadline, COUNTY shall adopt the proposed annual budget in the course of the regular County of Napa budget process, and applicable adjustments will be made following the resolution of the dispute.
 - vii. Delays, regardless of origin, in the adoption of the Annual Budget shall not preclude or restrict COUNTY from delivering the services described herein or cause any interruption in daily operations. TOWN shall continue to compensate COUNTY in the manner set forth in Exhibit B.

(c) Budget Revisions.

- i. COUNTY shall notify TOWN in writing as soon as practical if the Annual Budget is projected to be either under-expended by a total equal to or greater than 10%, or over-expended by any amount during the active budgeting period.
- ii. Notifications regarding over-expenditures shall be accompanied by a description of the event or circumstances causing such over-expenditures, an itemization of costs, and a recommended course of action to offset costs.

(d) Audits.

- i. Upon reasonable notice, either party shall have the right to inspect and audit any records produced or maintained by the other party relevant to this Agreement, to the extent allowable by law.

5. Compliance with Government Code Section 7550

As required by Government Code section 7550, each document or report prepared by COUNTY for or under the direction of TOWN pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B"

FUNDING FOR OPERATIONS, CAPITAL PROJECTS, IMPROVEMENTS AND ASSETS

Animal Shelter operations, capital projects, improvements and assets shall be funded by payments for services and contributions from participating municipal corporations ("Participants") as follows:

1. Operations

- (a) Payment for Services. CITY agrees to pay COUNTY a percentage of budgeted net operating costs equal to CITY's population proportion of all Participants.
 - i. For purposes of this Agreement, "net operating costs" shall mean the total of budgeted expenses related to operational activities, including a 3% operational contingency, less actual revenue received from any source, other than payments for services from Participants during the specified time period and interest earned as a result of delinquent payments.
 - ii. CITY's population proportion shall be determined by the population figures in the most recent estimate published by the California Department of Finance (DOF) Demographic Research Unit.
 - iii. In the event actual expenditures are less than budgeted appropriations, CITY shall pay COUNTY the remainder of budgeted appropriations which shall be designated as fund balance.
- (b) Fund Balance. Revenues received in excess of actual operating expenditures in a fiscal year shall be designated as fund balance.
 - i. Use of fund balance shall take precedence over increasing CITY's budgeted payment for services.
 - ii. The fund balance shall be appropriated and expended at COUNTY's discretion in the event the approved budgeted appropriations are projected to be or have been exhausted.
 - iii. The fund balance shall not exceed an amount greater than 60-days operating capital, unless a long-term expenditure plan has been approved.
- (c) Additional Contributions to Fund Balance for Long-Term Expenditure Plans. CITY and COUNTY may agree to develop long-term expenditure plans for the purpose of acquiring specific and predetermined goods, assets, or services in future fiscal years if the cost for such items or services cannot be economically accommodated in a single fiscal year.
 - i. COUNTY shall develop long-term expenditure plans, as needed, and present them at the annual meeting for approval as part of the annual budget approval and adoption process.
 - ii. CITY's contribution amount for a long-term expenditure plan shall be determined at the time plans are approved.
 - iii. Long-term expenditure plans shall be limited to one-time purchases.

2. Capital Projects, Improvements and Assets

- (a) Capital Reserve. CITY agrees to contribute to a Capital Reserve for the purpose of maintaining a fund balance which shall be used to finance capital projects or improvements, or for the purchase of capital assets.
 - i. CITY's contribution to the Capital Reserve shall be an amount equal to 3% of CITY's total payment for services for the current fiscal year.
 - ii. CITY and COUNTY may agree, by means of written approval from an authorized representative, to adjust the contribution amount at any point subsequent to the date of this Agreement in consideration of future capital expenditures or any other matter.

3. Invoicing

- (a) Initial Invoice. COUNTY shall send an initial invoice to CITY no later than July 15th of each year for an amount equal to half of CITY's projected annual payment for services and contributions.
- (b) Mid-Year Invoice. COUNTY shall send a mid-year invoice to CITY no later than January 15th of each year for an amount equal to half of CITY's projected annual payment for services and contributions.
- (c) Year-End Invoice. COUNTY shall reconcile all operating expenditures and use fund balance to satisfy any cash deficits. In the event a deficit balance remains, COUNTY shall send an invoice to CITY no later than August 15th of each year for a percentage of the deficit balance equal to CITY's population proportion of all Participants.
- (d) Payment Terms. CITY shall deliver payment to COUNTY for all invoices no later than thirty (30) days after date of invoice.
- (e) Delinquent Payments.
 - i. COUNTY is entitled to recover interest on any payment that is not delivered according to the payment terms of this Agreement. Interest shall be calculated at the rate of interest paid by the Napa County Treasurer/Tax Collector for departments or entities participating in the pooled funds account for the period of time in which the payment is delinquent. Interest shall be applied from the last day of the month in which services were performed; and,
 - ii. COUNTY may take any appropriate action to collect delinquent payments as is authorized by law.

4. Accounting Controls

- (a) Separation of Funds. The Napa County Auditor-Controller shall account for all revenues and expenses related to the terms and services of this Agreement in a separate enterprise fund.
- (b) Separation of Accounts. The Napa County Auditor-Controller shall maintain separate accounts for operations and capital projects, improvements or assets.
- (c) Earned Interest. All interest earned shall be designated as revenue and added to the fund balance of whichever fund carried the principal balance for which interest was accrued. Interest shall be calculated using the Napa County Treasurer-Tax Collector's interest allocation methodology.

Town of Yountville
Resolution Number 19-3557

Approving Agreement with the County of Napa for the Town to Reimburse Napa County for the provision of Animal Shelter Service costs effective July 1, 2019 through June 30, 2022.

Recitals

- A. The Town currently receives Animal Shelter Services from the County of Napa. The current agreement expires on June 30, 2019.
- B. Animal shelter services include receiving and impounding animals, pet redemption, animal boarding, pet adoption and placement services, quarantine, micro-chipping, spaying and neutering services, cat trapping program, and dead animal disposal
- C. The County, under a separate Agreement, provides the Town with law enforcement services and includes animal control field services managed by the Napa County Sheriff's Department.
- D. New funding requirements for an operating contingency and the impact of voter driven legislation impact the cost of the contract.


Now therefore, the Town Council of the Town of Yountville does resolve as follows:

- 1. Adopts the Resolution Approving Agreement with the County of Napa for the Town to reimburse Napa County for the provision of Animal Shelter Service costs effective July 1, 2019 through June 30, 2011.
- 2. Authorizes the Mayor Entering into a Three (3) Year Agreement with the County of Napa for the provision of Animal Shelter Services, and
- 3. The Resolution is hereby adopted and becomes effective and in full force immediately upon adoption.

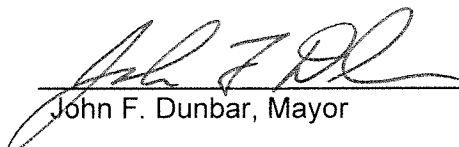
PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Yountville, State of California, held on this 4th day of June, 2019 by the following vote:

AYES: Dorman, Dorenbecher, Durham, Mohler, Dunbar
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Michelle Dahme, CMC
Town Clerk



John F. Dunbar, Mayor