

**GIMME LOVE ANIMAL SHELTER AND CITY OF COALINGA
SHELTER SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into as of the 16th day of May 2019, by and between the City of CITY OF COALINGA, referred to hereinafter as “CITY” and the Gimme Love Animal Shelter, referred hereafter as “Gimme Love”.

WITNESSETH;

WHEREAS, the CITY has a need for Animal Shelter Services,

WHEREAS, the CITY may enter into written agreements under Municipal Code Section 6-1.37 (b), with any veterinarian or any organized humane society or association, which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, impound and dispose of animals.

WHEREAS, GIMME LOVE is able and desires to provide Animal Shelter Services,

NOW, THEREFORE, it is agreed as follows:

- A.** This Agreement shall take effect on the July 1, 2019 and shall remain in full force and effect for a period of three year, ending on June 30, 2022, unless terminated earlier, as provided herein. This agreement may be extended for a two-year term if agreed upon by both parties and established in writing.

B. Limits of Authority

1. In performing the services required under this Agreement, Gimme Love shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations.
2. Under Section 6-1.37 (a) the police department under the direction of the City Manager shall supervise and shall have charge of the City’s animal shelter, employees and facilities. Under this authority the police department shall issue special commissions and other legal authority to properly deputize and invest with authority the qualified agents of Gimme Love. Such authority shall be limited to the enforcement of the CITY Code rules and regulations, and in accordance with all provisions of state law.

C. Shelter Operations

1. Business Hours will be Monday – Friday as established by Gimme Love.
2. Gimme Love will train employees and shall not discriminate or allow discrimination against any person or class of persons by reason of race,

color, sex, religion, ancestry, disability, marital status, or national origin in any manner prohibited by federal and state statutes.

3. After hours calls for service which pertain to sick, injured or vicious animals will be handled within a timely manner. Calls for service which pertain to dead animals that are creating a public nuisance or are hazardous to citizens, will be handled in a timely manner the same day. All other calls will be filed and held until the next business day.

D. Services to be Performed

1. Provide shelter services for dogs and cats.

E. Standards of Services

1. Gimme Love will lease the Animal Shelter located at 150 W. Elm, Coalinga, CA from City for \$1.00 per year.
2. Gimme Love will use its existing facility to house any and all cats.
3. Gimme Love will use the Animal Shelter located at 150 W. Elm, Coalinga, CA to house any and all dogs.
4. Gimme Love shall purchase the existing City Animal Control Van and its contents from City for \$1.00.

F. Release, Hold Harmless and Indemnification Agreement

Gimme Love agrees to indemnify, defend and hold harmless the CITY and its officials, officers, employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys fees and other expenses which CITY or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or anyway related to Gimme Love, or its employees, agents and subcontractor's performance of the Services and Gimme Love responsibilities and obligations to be performed under this Agreement or its failure to perform or comply with any of its obligations or responsibilities contained in this Agreement. This indemnification shall survive the termination of this Agreement.

G. Insurance

1. Workers Compensation Coverage. Gimme Love shall maintain Worker's Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, Gimme Love shall require each subcontractor to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of subcontractor's employees. The insurer shall agree to waive all rights of subrogation against City, its officials, officers, agents, employees and volunteers for losses arising from work performed by Gimme Love for City.

2. General Liability Coverage. Gimme Love shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit identified in this paragraph.
3. Automobile Liability Coverage. Gimme Love shall maintain automobile liability insurance covering bodily injury and property damage for all activities of Gimme Love arising out of or in connection with the Services to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Umbrella Coverage. In addition to commercial general liability and automobile liability policies required above, Gimme Love will also maintain umbrella liability coverage that supplements such commercial general liability and automobile liability policies in an amount of not less than five million dollars (\$5,000,000) per occurrence. Such umbrella policy will be as broad as Gimme Love commercial general liability and automobile policies.
5. Endorsements. Each general liability and automobile, and umbrella liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and which are licensed to conduct business in California, and shall be endorsed with the following specific language:
 - a. The CITY, its elected or appointed officers, officials, employees, agents and volunteers shall be covered as additional insured on all such policies of insurance with respect to liability arising out of services performed by or on behalf of Gimme Love.
 - b. These policies of insurance shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with the policies of insurance obtained by Gimme Love.
 - c. These policies of insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or volunteers.

- e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.
 - f. The insurance provided by these policies shall not be suspended, voided, canceled, modified or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
 - g. The general liability insurance coverage shall be at least as broad as Insurance Services Office commercial general liability coverage (occurrence form CG0001). The automobile liability insurance coverage shall be at least as broad as Insurance Services Office form number CA 0001 Code 1 (any auto).
6. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, Gimme Love shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
7. Certificate of Insurance. Gimme Love shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on the date of execution of this Agreement by Gimme Love. Current certification of insurance shall be kept on file with the CITY at all times during this Agreement.

H. Contract not Assignable

Gimme Love shall not have the right, authority, or power to sell, mortgage, or assign this Agreement or the powers granted to it, or any interest therein, for any purpose whatsoever without the prior written permission of the CITY, which may be withheld in the CITY's sole discretion.

I. Gimme Love Independent Capacity

Gimme Love, its officers, employees, agents, and volunteers shall act as independent contractors during the term of this Agreement and not as officers, employees, agents or volunteers of CITY. All Animal Control Officers shall remain the employees of Gimme Love, and Gimme Love shall be responsible for compensating the Animal Control Officers and for making the appropriate compensation withholdings.

J. Method of Payment

As consideration for Gimme Love carrying out the obligations and responsibilities required under this Agreement, the CITY agrees to compensate Gimme Love as follows:

1. CITY shall pay the annual sum of Ten Thousand Dollars (\$10,000.00), payable in one lump sum on or about July 1 annually.
2. City shall pay a one-time Infrastructure Upgrade payment of Ten Thousand Dollars (\$10,000.00) due within ten business days of approval of the Agreement by the governing bodies of both the CITY and Gimme Love for necessary shelter upgrades for the Animal Shelter located at 150 W. Elm, Coalinga, CA.
3. City shall pay all utilities (water, natural gas, sewer, garbage, recycling, and electricity) for the animal shelter used to house dogs at 150 W. Elm, Coalinga, CA, up to \$2,500 per fiscal year.
4. City shall pay \$1,800 monthly for services rendered to the City for animal pick up.

K. Obligations

Gimme Love shall provide CITY with monthly billing invoices, which shall be payable within thirty (30) calendar days of the City's receipt of each invoice.

L. Default

If either party to this Agreement defaults on any of the terms, conditions or obligations of this Agreement, then the non-defaulting party shall give written notice of default to the defaulting party stating the nature of the default. If the defaulting party fails to remedy or commences to remedy any such default within thirty (30) calendar days after the date the non-defaulting party was given such written notice of default, the non-defaulting party shall have the right to terminate this Agreement by giving the defaulting party thirty (30) calendar days prior written notice specifying the effective date of such termination.

M. Termination of Agreement

Either party may terminate this Agreement, without cause upon giving ninety (90) days written notice to the other party.

N. Notices

Any notice to be given in accordance with the provisions of this Agreement shall be in writing and shall be served either by personal delivery or by first class mail, postage prepaid and addressed to the following:

CITY:

City of Coalinga
Attn: Marissa Trejo, City Manager
155 W. Durian Ave
Coalinga, CA 93210

Gimme Love:

Gimme Love Animal Shelter
Attn: George and Lori Anderson
70946 W. Hwy 198
Coalinga, CA 93210

Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of the date of mailing.

O. Binding Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The party prevailing in arbitration shall be entitled to its attorneys' fees and costs.

P. Entire Agreement

This Agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this Agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, between the parties hereto with respect to the operation of the animal shelter. This Agreement may be modified or changed only in writing, fully executed by the parties hereto.

Q. Governing Law and Partial Invalidity

This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

R. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

_____	_____
City Manager,	Date

ATTEST: _____	_____
City Clerk	Date

_____	_____
[NAME]	Date

_____	_____
[NAME]	Date