



AMENDED: SPECIAL CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY MEETING AGENDA

**January 9, 2017
9:00 AM**

The Mission of the City of Coalinga is to provide for the preservation of the community character by delivering quality, responsive City services, in an efficient and cost-effective manner, and to develop, encourage, and promote a diversified economic base in order to ensure the future financial stability of the City for its citizens.

Notice is hereby given that the City Council will hold a Special Meeting, on January 9, 2017 in the City Council Chambers located at 155 West Durian, Coalinga, CA. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to this meeting at 935-1533 x113. The Special Meeting will begin at 9:00 a.m. and the agenda will be as follows:

1. CALL TO ORDER

1. Pledge of Allegiance
2. Changes to the Agenda

2. AWARDS, PRESENTATIONS, APPOINTMENTS AND PROCLAMATIONS

1. Presentation by Pawsaila for Veterinary Services

3. CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item not otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, identify themselves and use the microphone. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening and all items will be referred to staff for follow up and a report.

4. PUBLIC HEARINGS (NONE)

5. CONSENT CALENDAR

1. Authorize Police Chief to enter into a Contract for Veterinary Services at the Animal

Shelter

**6. ORDINANCE PRESENTATION, DISCUSSION AND POTENTIAL ACTION ITEMS
(NONE)**

7. ANNOUNCEMENTS

1. City Manager's Announcements
2. Councilmembers' Announcements/Reports
3. Mayor's Announcements

8. FUTURE AGENDA ITEMS

9. CLOSED SESSION

1. Government Code Section 54957 PUBLIC EMPLOYEE APPOINTMENT /
EMPLOYMENT Title: City Attorney

10. ADJOURNMENT

Closed Session: A "Closed" or "Executive" Session of the City Council, Successor Agency, or Public Finance Authority may be held as required for items as follows: personnel matters; labor negotiations; security matters; providing instructions to real property negotiators; legal counsel regarding pending litigation; and protection of records exempt from public disclosure. Closed session will be held in the Administration Building at 155 W. Durian Avenue and any announcements or discussion will be held at the same location following Closed Session.

STAFF REPORT - CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY

Subject: Authorize Police Chief to enter into a Contract for Veterinary Services at the Animal Shelter
Meeting Date: January 9, 2017
From: Marissa Trejo, City Manager
Prepared by: Michael Salvador, Chief of Police

I. RECOMMENDATION:

Authorize the Police Chief to enter into a contract with Pawsaila Foundation to provide Veterinary Services at the Animal Shelter.

II. BACKGROUND:

This was a 2016 goal of the Police Department and former Councilman Keough to improve services to the community. The City Attorney is currently reviewing the contract.

III. DISCUSSION:

As part of the Police Department's ongoing efforts to improve animal services to the City of Coalinga, ACO Michael McCleod and his wife located a foundation that provides low cost veterinary services to mobile locations. In the month of November, ACO McCleod facilitated a meeting between the Police Department and the Pawsaila Foundation. This meeting and inspection of the shelter yielded a tentative agreement subject to council approval to provide spay, neuter, vaccinations, and general veterinary care of animals in the shelter. The foundation's vet was impressed with the facility and shared the vision of the Police Department. Due to the foundation's local roots, they understand the undeserved population of the City and wishes to work in the community to provide a needed service at low cost. If the agreement is approved, there are plans to have the Police Department's first rabies clinic in mid-January. These services will allow for more animals captured and taken to the shelter to be placed with rescuers and eventually adopted from the shelter.

IV. ALTERNATIVES:

Do not approved the contract.

V. FISCAL IMPACT:

There is a cost to the City based on the unclaimed animals at the shelter. This cost is estimated at \$1,000.00 for FY 16-17. This is not currently budgeted and will need to be appropriated in the Police Department's budget at the mid-year.

ATTACHMENTS:

File Name	Description
 VETERINARY_AGR_Pawsaila_010917.pdf	Veterinary Agreement_Pawsaila

City Of Coalinga Veterinary Services Agreement

This Veterinary Services Agreement (“Agreement”) is entered into between the City of Coalinga, a California general law city (“City”) and the Pawsaila Foundation, a California non-profit corporation (“Pawsaila”) with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Pawsaila (“Effective Date”).

RECITALS

A. City desires to obtain professional services to assist City’s Animal Services Division with its various functions and tasks, as defined in this Agreement (“Services”).

B. Pawsaila is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.

C. City desires to retain Pawsaila, and Pawsaila desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Pawsaila agree as follows:

AGREEMENT

1. Scope of Services. Pawsaila shall perform the Services for residents of City as set forth in Exhibit A.

2. Commencement of Services; Term of Agreement. Pawsaila shall commence the Services on the Effective Date and shall continue with the Services for a period of five (5) years, or until such time as the Agreement is earlier terminated pursuant to Section 13 herein.

3. Payment for Services. City shall pay Pawsaila a flat fee in the amount of \$210.00 to be billed to City for each trip to Coalinga. Pawsaila shall obtain approval by City prior to performing any work that results in incidental expenses to City.

Pawsaila shall have the right to charge recipients of the Services in accordance with the pricing schedule set forth in Exhibit A. Pawsaila reserves the right to periodically increase its pricing schedule upon thirty days written notice.

Pawsaila shall submit monthly invoices to City containing detailed billing information regarding the Services provided and City shall tender payment to Pawsaila within thirty (30) days after receipt of invoice.

4. Performance of Services. Pawsaila shall provide Services on days to be agreed upon by the Parties.

5. Independent Contractor Status. Pawsaila's relationship to City shall be that of an independent contractor. Pawsaila shall have no authority, express or implied, to act on behalf of City as an agent, or to bind City to any obligation whatsoever, unless specifically authorized in writing by City. Pawsaila shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. Pawsaila shall report to City any and all employees, and agents, performing work in connection with this project, and all shall be subject to the approval of City.

6. Standard of Care. Pawsaila expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Pawsaila utilizes its own employees, such are, and will be, qualified in their fields. Pawsaila also expressly represents that both Pawsaila and its employees, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Pawsaila and its employees, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

7. Workers Compensation. Pursuant to Labor Code section 1861, Pawsaila hereby certifies that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code. Pawsaila will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

8. Liability Insurance.

- a. Pawsaila shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of Pawsaila, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.
- b. Pawsaila shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of Pawsaila under this Agreement.

- c. All insurance companies affording coverage to Pawsaila for the purposes of this Section shall add the City of Coalinga as “additional insured” under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to City as additional insured shall be primary insurance and other insurance maintained by the City of Coalinga, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section
 - d. All insurance companies affording coverage to Pawsaila pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A- or higher by A.M. Best.
 - e. Pawsaila shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
9. Pawsaila’s Indemnification of City. To the greatest extent allowed by law, Pawsaila shall indemnify, defend and hold harmless City and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of Pawsaila, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct or sole negligence of City, its officers, agents, or employees.
10. Entire Agreement. This Agreement comprises the entire integrated understanding between City and Pawsaila concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
11. Interpretation of the Agreement. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. This Agreement does not limit any other rights or remedies available to City.
- Pawsaila shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.
- Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.
12. Agreement Modification. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. Termination of Agreement. Either party may terminate this Agreement for convenience by

providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by City, then City shall pay Pawsaila for any work completed up to and including the date of termination or abandonment of this Agreement. City shall be required to compensate Pawsaila only for work performed in accordance with the Agreement up to and including the date of termination.

14. Notice. Whenever under this Agreement one party is required or permitted to give notice to the other, such notice will be in writing and deemed given upon the earlier of delivery or five (5) calendar days after such notice is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the individual at the address identified with the signatures below. A party may change its address for notices by providing notice to the other parties as provided above.

15. Waiver. No delay or omission by City in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude City from any or further exercise of any right or remedy.

16. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Pawsaila and City.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the dates set forth below.

PAWSAILA FOUNDATION

CITY OF COALINGA

By: _____
Name: _____
Title: _____

By: _____
Marissa Trejo
City Manager

Date: _____

Date: _____

Address: _____

Address: 155 W. Durian Ave.
Coalinga, CA 93210