

**AGREEMENT FOR SPECIAL SERVICES  
BETWEEN  
CITY OF MERCED  
AND  
MERCED COUNTY  
CONTRACT NO. \_\_\_\_\_**

**THIS AGREEMENT**, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and City of Merced, located at 678 West 18th Street, Merced, California 95340 (hereinafter referred to as "City").

**WHEREAS**, County desires to contract with City for special services which consist of stray animal housing and disposal assistance to the City's designated animal control provider; and

**WHEREAS**, City is specially trained, experienced, and competent to perform such services in connection with existing facilities upon warrant that the City has the authority to transfer ownership of the animals to County following the legally required holding period; and

**WHEREAS**, City is prepared to provide a formal release/intake slip acceptable to the Division of Animal Control of Merced County; and

**WHEREAS**, the parties agree that all released animals are subject to all applicable California State Laws, Title 7 of the Merced County Code, and to all current policies and procedures of the Merced County Division of Animal Control, including adoption and euthanasia; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1. COUNTY RESPONSIBILITIES - SCOPE OF SERVICES**

County shall provide housing, handling, securing, transfer and disposition of dogs and cats captured by ordinance or code and delivered by City's designated animal control provider and/or residents of the City of Merced, as follows:

- A. Services will be provided for cats and dogs identified as stray animals with a formal release/intake slip.

- B. Animals other than cats or dogs will be accepted at the sole discretion of County and based on County's ability to provide adequate housing, and or humane confinement. County must approve any such request for service before the animal is delivered, if such request is made during normal business hours. After County's normal business hours, City will be notified of County's inability to provide adequate housing, and or humane confinement of the animal, by the next business day. City will be given a reasonable amount time not to exceed two (2) business days to relocate the animal if required. Additional relocation time may be granted by County on a case-by-case basis. Any animals not relocated will be subject to the terms and conditions outlined in Section 4.H of this Agreement.
- C. County reserves the right to refuse service to City, if in its sole opinion County is unable to provide adequate care, housing or humane confinement for any animal brought to County by City.
- D. County will provide medical care as it deems necessary, for any animal City brings into the County's facility in need of such care without a record of medical treatment. In the event a City of Merced resident brings a stray animal to County requiring medical care, County will make a reasonable effort to contact City prior to providing any medical care. If in the sole opinion of County the condition of the animal is stable and the life or health of the animal is not in immediate danger, City will be contacted and the animal transferred into care of the City designated provider. In the event that qualified medical care is provided by County, a licensed veterinarian designated by County will determine the minimal level of care required. This care may include but not be limited to a physical exam, diagnostic x-ray, pharmaceutical treatment or euthanasia. City will be responsible for all costs associated with medical care, including any required follow-up care, in addition to other charges imposed pursuant to this Agreement.
- E. County will not perform euthanasia services for any injured/sick animal brought in by City without a signed formal release slip which indicates the reason for the euthanasia. During normal business hours City must notify County of the need for euthanasia services and shall not leave the animal unless it has been accepted by County. Under no circumstances will any injured or sick animal requiring euthanasia be left in County's facility after hours. Verbal authorization for euthanasia will not be accepted unless in the sole opinion of County the animal is experiencing irremediable suffering as defined in § 17006 of the Food and Agricultural Code. If the animal is not experiencing irremediable suffering, County will not accept any such animal and City will be responsible for its disposition. Under no circumstances will County provide to City any controlled substance or medication unless prescribed or approved by County's contract veterinarian.
- F. County will not accept any animal found within the city limits of Merced directly from a citizen of the City of Merced, until County has contacted City and obtained an incident number relating to the animal.

## 2. CITY'S RESPONSIBILITIES

- A. Warrant in writing that City has the authority to transfer the ownership of the animals.
- B. Prepare a formal release/intake slip acceptable to the Merced County Sheriff's Office Animal Services Bureau for each animal delivered to County including those requiring disposal. For animals that are to be housed by County the formal release/intake slip must provide information to allow for identification of each animal, the date of original custody, the animal's location when placed in custody, and all relevant information concerning custody, special holds, incidents of injury and attack, microchip identification, claims of ownership and medical treatment.
- C. Certify that any animal except those that City identifies on the formal release/intake slip as subject to an administrative hearing or court order, may become the property of County after the required holding period and that County may dispose of the animal at its sole discretion.
- D. City may request County carry out any action ordered by the Courts or Administrative Hearing process. City must provide County a copy of the written order before the requested service will be performed. The copy must clearly state the requested action and City's authority to enforce such action. If City elects to carry out the ordered disposition, County will not assist City unless such assistance is requested by City and approved by County. City may cancel any such request at their discretion.
- E. Accept responsibility for payment of compensation as set forth herein.
- F. City shall ensure any injured or sick animal brought to County has received first aid appropriate to the degree of injury/illness or qualified medical care as required by State Law. City will ensure documentation of such treatment is provided to County at the time of the animal intake. Written documentation containing the required treatment information may be attached to the animal's formal release/intake slip to satisfy these requirements. If qualified Medical Care is provided, City shall provide a copy of the medical record, which contains information regarding diagnosis, treatment, any follow up care or any medications required. Employees or agents of City shall not leave any injured or sick animal at County's facility without first providing qualified medical care as required by §597.1 (C)(I) of the California Penal Code.
- G. City shall comply with County's established shelter intake policies and procedures. City will be notified in writing of any changes to this intake policy or procedure. It is the City's responsibility to notify County of any circumstance that prevents City from following County's intake policy or procedure.
- H. City will check each animal brought to County for microchip identification, license, ID tag, tattoo, or other types of animal identification. City is responsible for making a reasonable effort to contact the owner of any such animal and advise them of the animal's location and status. City shall make an annotation of this effort on the formal release/intake form. Animals, which

pose a serious threat of personal injury, are exempt from this requirement. An annotation must be made on the intake/release card to notify County that the check has not been accomplished.

- I. The City shall provide the County with compensation for additional personnel and vehicle to ensure the formal release/intake slip provides the information to allow for identification of each animal, the date of original custody, the animal's location when placed in custody, and all relevant information concerning custody, special holds, incidents of injury and attack, microchip identification, claims of ownership, medical treatment and assist in the return of "Trap Neuter Return" (TNR) cats back to the City of Merced.
- J. City is responsible for any found animal within the City limits of Merced, and turned in the County facility directly from a citizen of the City of Merced. This will include owner releases and strays.
- K. City is responsible for removing any Special holds placed on Animals by City. Electronic communication of the hold removal is acceptable. Additional fees may be incurred subject to the terms and conditions outlined in Section 4 "COMPENSATION," of this Agreement.
- L. City is responsible for compliance of applicable State Law, Code or regulation regarding the humane transport or treatment of an animal while it is in their care, custody or control.

### **3. TERM**

The term of this Agreement shall commence on the 1<sup>st</sup> day of July, 2023, and continue until the 30<sup>th</sup> day of June, 2026, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE", or "CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

### **4. COMPENSATION**

City agrees to pay County:

- A. Eighty-five dollars and no cents (\$85.00) per live animal, eight (8) weeks of age or older for the first four (4) days of housing. In the case of rabies quarantine, ten (10) days of housing.
- B. Seventy-five dollars and no cents (\$75.00) per animal for euthanasia services requested by City.
- C. Ten dollars and no cents (\$10.00) per litter, where the animals are less than eight (8) weeks of age and housed less than two (2) days.
- D. Ten dollars and no cents (\$10.00) per deceased animal brought to County for disposal.
- E. Eight thousand six hundred sixty-three dollars and eighty-one cents (\$8,663.81) per month for .75 FTE Animal Control Supervisor and an

additional three percent (3%) increase each fiscal year for the life of the Agreement.

- F. Ten thousand three hundred eighty-three dollars and thirty-three cents (\$10,383.33) per month for two .7 FTE Animal Care Specialist and an additional three percent (3%) increase each fiscal year for the life of the contract.
- G. Up to sixty thousand dollars and no cents (\$60,000.00) for the initial purchase of a van along with Merced County mileage rate cost per mile.
- H. County will charge actual cost to City for all services provided for animals requiring special handling, housing or care.
- I. City occasionally places a special hold on animals for rabies quarantine, which does not exceed ten (10) days in duration. For animals housed under this type of special hold, County agrees to charge City a standard per animal fee. If the holding period is extended at the request of City, County will charge City the County's established daily board fee, as posted on the County's website per animal for each day beyond the initial ten (10) day period.
- J. If City requests an animal be held by County for a purpose other than rabies quarantine, County will charge City the County's applicable daily board fee, as posted on the County's website per animal, held beyond County's minimum holding period of four (4) days. Under the terms of this agreement, City is responsible for notifying County that the hold is no longer necessary. Unless County fault is mutually established, all fees will continue to accrue until such notification is made.
- K. County will charge City for all fees associated with any service County provides under the terms of this agreement which are the responsibility of City. With exception to the fees already set forth in this Agreement, any other fee(s) so charged will be at the established rate for any such service listed on County's current fee schedule as posted on the County's website.
- L. If City provides County with proof of ownership and verifiable owner information, County may recover all costs incurred for the housing and care of the animal from the owner. If County is unable to establish proof of ownership or verify the information provided is sufficient to recover costs, City will be billed under the terms of this Agreement.
- M. In the event any City animal is ordered returned to the owner at no charge either by City, Court Order or Administrative Hearing, City shall be responsible for all fees incurred by County.

No fee will be assessed for:

- A. Animals redeemed or released by their owners after payment of costs.
- B. Animals which have been designated as escaped or missing by County which have been housed less than two (2) days.

Written notification of any fee adjustment will be sent to the address indicated under Section 6, "NOTICES" of this Agreement. Any fee adjustments will take effect upon Merced County Board of Supervisors approval.

**5. TERMS OF PAYMENT**

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

County shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by City, for services it has provided and for the amount owed under this Agreement. Invoices shall be forwarded to the City at the City address indicated under Section 6, "NOTICES" of this Agreement.

By invoice or agreed alternate documentation County may:

- A. Detail by task the service performed by County.
- B. Detail the per animal charges.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide timecards and actual payroll expenses related to assigned staff providing service by County.
- E. Provide any additional information deemed appropriate by County to notify City of the need for payment.

The fee due hereunder shall be paid to County within thirty (30) days following receipt of the invoice or agreed alternate documentation.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the County and be mailed or delivered to County at:

Merced County Sheriff's Office Animal  
Services Bureau  
2150 Shuttle Drive  
Atwater, CA 95301

County may request that City mail the check to County, to such other address as County may from time to time designate to City. Such request must be made in writing in accordance with the procedures as outlined under Section 6, "NOTICES".

## 6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o  
Animal Services Bureau  
2150 Shuttle Drive  
Atwater CA. 95301

City of Merced  
678 West 18<sup>th</sup> Street  
Merced CA. 95340  
Attn: Chief of Police

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

## 7. CONDITION SUBSEQUENT TO NON-APPROPRIATION OF FUNDING

The services provided to City pursuant to this Agreement is based on County's continued receipt of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the County arising from this Agreement shall be immediately discharged. County agrees to inform City no later than ten (10) calendar days after

the County determines, in its sole judgment, that funding will be terminated and the final date for which services will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by County arising out of performance of this Agreement must be submitted to County prior to the final date for which funding is available. In the alternative, County and City may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants", "IOU's", or by any other name, the County may, in its sole discretion, provide similar promises to provide services to the City, which the City hereby agrees to accept until cash funding becomes available.

**8. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County or City at any time without cause or legal excuse by providing the other party with ninety (90) calendar days written notice of such termination.

**9. TERMINATION FOR CAUSE**

If City or County materially defaults in the performance of or repeatedly fails to comply with any of its obligations under this Agreement, or otherwise breaches this Agreement ("Default"), City or County may, in addition to any other remedies it may have, provide City or County with written notice of Default specifying the provision(s) or term(s) of this Agreement that relate to the Default and/or lack of compliance. City's or County's written notice of Default shall provide fifteen (15) calendar days from the date of proper mailing of such notice allowing for full and satisfactory correction of default or full compliance. Should City or County thereafter fail to proceed with all reasonable diligence to fully cure the Default, City or County may terminate this Agreement for cause by giving five (5) calendar days written notice. In the event of any proceeding by or against the City or County, including, but not limited to, bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, City or County may exercise at its election its right of termination under this Section.

**10. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION**

County shall be entitled to receive compensation for any work completed prior to issuance of the notice of termination. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of the Agreement, regardless of whether this Agreement was terminated for convenience or for cause.

**11. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**12. INSURANCE**

Prior to the commencement of work, and as a precondition to this agreement, both parties shall maintain insurance or self-insurance coverage for its wrongful acts, errors and/or omissions arising from the performance of its duties under this agreement with minimum limits of:

Commercial General Liability (CGL) \$1,000,000 per occurrence covering products and completed operations, bodily injury, personal injury and property damage;

Automobile Liability insurance with limits no less than \$1,000,000 per accident for bodily injury and property damage;

Professional Liability (Errors and Omissions): \$1,000,000 limit per occurrence covering City's wrongful acts, errors and omissions;

and Workers Compensation Insurance as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident, during the term of the Agreement.

Each party shall provide the other certificates of insurance upon request. Each party and its officers, employees and agents shall be endorsed to the other's CGL policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

**13. INDEMNIFICATION**

The City shall indemnify, defend, and hold harmless the County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims and losses, liabilities or damages, demands and actions, including payment of reasonable attorney fees, arising out of or resulting from any action or inaction on the part of City in relation to the performance of this Agreement, whether in tort, contract, or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of City.

The County shall indemnify, defend, and hold harmless the City, its officers, employees, agents and assigns from and against any and all claims and losses, liabilities or damages, demands and actions, including payment of reasonable attorney fees, arising out of or resulting from any action or inaction on the part of County in relation to the performance of this Agreement, whether in tort, contract, or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of County.

Where fault is determined to have been comparative, principles of comparative fault will be followed, and each party shall bear the proportionate cost of any damage attributed to the fault of that party, its officers, directors, agents, employees, volunteers, or subcontractors.

The Parties acknowledge that by entering into this Agreement no party waives or intends to waive any immunities to which they would be entitled in the absence of the Agreement.

Each party shall promptly notify the other party of any claims or legal actions arising out of the performance of this Agreement.

#### **14. INDEPENDENT ENTITIES**

It is mutually understood and agreed that each party is an independent entity in the performance of the work duties and obligations devolving upon City under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which City shall perform the assigned work and functions other than as specifically detailed in the Scope of Services of this Agreement. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and each party shall be responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to City, or its subcontractors and employees, if any.

It is mutually agreed and understood that City, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

City shall insure that all its personnel and employees, subcontractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

**15. RECORDS, INFORMATION AND REPORTS**

Each party shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

**16. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by City hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. City may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

**17. QUALITY OF SERVICE**

City shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

City shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

**18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT**

The obligations of County as provided in this Agreement are expressly conditioned upon City's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

**19. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**20. COUNTY NOT OBLIGATED TO THIRD PARTIES**

County shall not be obligated or liable hereunder to any party other than City.

**21. LAWS, LICENSES, PERMITS AND REGULATIONS**

City and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to City and County, their sub-grantees, Contractors, or subcontractor, and their work.

City shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

**22. LIMITED EFFECT OF WAIVER OR PAYMENT**

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

City will secure at its own expense all personnel required to perform the City's obligations under this Agreement. All obligations of the City will be performed by City or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

**23. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No

interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

**24. BREACH OF CONTRACT**

Upon breach of this Agreement by either party, either party shall have all remedies available to it both in equity and/or at law.

**25. SUCCESSORS IN INTEREST**

All the terms, covenants, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**26. CONFLICT OF INTEREST**

City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. City shall ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. City shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. City shall ensure that no County employee shall have any relationship to the City or officer or employee of the City, nor that any such person will be employed by City in the performance of this Agreement without immediate divulgence of such fact to the County.

**27. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

City and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. City shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

City represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950 and regulations and guidelines issued pursuant thereto.

City agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

City shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

**28. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**29. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to County from the City may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

**30. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

**31. COVID-19 REQUIREMENTS**

City, at City's sole expense, shall follow all State and local laws, rules, regulations, guidelines, and orders related to the COVID-19 pandemic in the performance of its work under this Agreement. This shall include, but not be limited to, creating a COVID-19 worksite-specific prevention plan prior to conducting City's business/activity. City is encouraged to frequently reference [www.covid19.ca.gov](http://www.covid19.ca.gov) for information on State requirements for operation of specified businesses/activities.

*Signature page to follow*

COUNTY OF MERCED

By *Scott M. Silveira*  
Scott Silveira  
Chair, Board of Supervisors

AUG 8 2023

Dated

CITY OF MERCED

By *Frank Quintero*  
~~Stephanie Dietz~~ *Frank Quintero*  
Acting City Manager

7/19/23

Dated

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

By *Jenna Anderson*  
Jenna Anderson

7-31-23

Dated

APPROVE AS TO LEGAL FORM  
MERCED CITY ATTORNEY

By *Doyle*

6 / 29 / 2023

Dated

329

FUNDS/ACCOUNTS VERIFIED

*[Signature]* 7/19/23  
FINANCE OFFICE DATE V-677

Funds available. ac 7/18/23

10003550-511013 PL 7/18/23

\$460,000.00



ATTEST:  
CITY CLERK

By *Rejandra Medina* 7-19-23  
Assistant/Deputy City Clerk