

**SILICON VALLEY
ANIMAL CONTROL AUTHORITY**

AGENDA ITEM

Palo Alto Humane Society (PAHS) Spay/Neuter Voucher Program

RECOMMENDED MOTION

That the service contract with Palo Alto Humane Society (PAHS) to accept rescuer and financial hardship vouchers for animal sterilization and other services for Fiscal Year 2018-19 be received and filed.

DISCUSSION

SVACA will accept vouchers from PAHS who provides them to their approved rescuers. PAHS will also offer financial hardship vouchers to low income individuals. In short, SVACA will alter cats for \$55.00 while the cost for dogs will be what is listed on SVACA's fee schedule.

DOCUMENTS ATTACHED

Copy of agreement

**VOUCHER AGREEMENT BETWEEN
PALO ALTO HUMANE SOCIETY AND
SILICON VALLEY ANIMAL CONTROL AUTHORITY**

This Voucher Agreement is made this 12th day of April 2018, by SILICON VALLEY ANIMAL CONTROL AUTHORITY, a California Joint Powers Authority ("SVACA"), and the Palo Alto Humane Society, a 501(c)(3) nonprofit organization ("PAHS").

RECITALS

WHEREAS, SVACA desires to accept rescuer and financial hardship vouchers for animal sterilization and other services; and

WHEREAS, PAHS has submitted a satisfactory proposal to provide such vouchers, which is attached and incorporated herein as Attachment A and entitled, "Palo Alto Humane Society Sterilization Voucher Program".

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This Agreement shall cover services rendered July 1, 2018 to June 30, 2019.
2. **Services to be Provided.** The services to be performed by SVACA shall consist of services described in Attachment A. SVACA will be responsible for any record keeping and will provide documentation of services upon request from PAHS. SVACA represents and warrants that the services performed under this Agreement will be performed in a timely, competent, professional, and workmanlike manner by qualified personnel.
3. **Compensation.** PAHS shall pay SVACA per month for services as described in Attachment A. Payment shall be made per monthly invoice provided by SVACA, which shall be submitted to PAHS by the tenth (10th) of each month. All applicable vouchers shall be attached to each invoice. PAHS shall provide payment to SVACA within three (3) weeks of receipt of invoice.
4. **Termination.** SVACA and PAHS shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice. In the event of termination by PAHS, PAHS shall pay SVACA for all services rendered up to the point of termination. Payment shall be made in accordance with Section 3.
5. **Insurance Requirements.**
 - A. **Workers' Compensation.** SVACA shall maintain during the term of this Agreement Workers' Compensation Insurance in conformance with the laws of the State of California.

PAHS shall maintain during the term of this Agreement Workers' Compensation Insurance in conformance with the laws of the State of California.

- B. General Liability Insurance. SVACA shall also maintain during the term of this Agreement General Commercial Liability Insurance covering SVACA for liability arising out of the operations of SVACA and any subcontractors. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000). The insurers shall agree that their policies are Primary Insurance and that they shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering PAHS.

PAHS shall also maintain during the term of this Agreement General Commercial Liability Insurance covering PAHS for liability arising out of the operations of PAHS and any subcontractors. The policies shall be subject to a limit for each occurrence of One Million Dollars (\$1,000,000). The insurers shall agree that their policies are Primary Insurance and that they shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering SVACA.

6. Non-Liability of Officials and Employees of PAHS and SVACA. No official or employee of SVACA or PAHS shall be personally liable for any default or liability under this Agreement.
7. Compliance with Law. SVACA shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. Nature of Relationship. The parties do not intend to create a legal partnership or joint venture and do not intend that their relationship develop into a legal partnership or joint venture, under or in connection with this Agreement.
9. Notices. All notices shall be personally delivered or mailed, via first class mail, to the below listed addresses. These addresses shall be used for delivery of service of process:

Palo Alto Humane Society
PO Box 60715
Palo Alto, CA 94306

Silicon Valley Animal Control Authority
3370 Thomas Road
Santa Clara, CA 95054

10. Limitations upon Subcontracting and Assignment. Neither this Agreement or any portion shall be assigned by either party nor shall SVACA subcontract any services other than to their normal contracted veterinarians hereunder without prior written consent of PAHS.

11. Indemnification. SVACA agrees to protect, hold harmless and defend PAHS and its board, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by SVACA, its agents, officers, employees, subcontractors, or independent contractors hired by SVACA, excepting only those claims, liabilities, expenses, and damages that arise from PAHS's sole negligence. This indemnification shall apply to all liability regardless of whether any insurance policies are applicable and shall not be limited by any insurance policy limits.

PAHS agrees to protect, hold harmless and defend SVACA and its board, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with performance of the Agreement by PAHS, its agents, officers, employees, subcontractors, or independent contractors hired by PAHS, excepting only those claims, liabilities, expenses, and damages that arise from SVACA's sole negligence. This indemnification shall apply to all liability regardless of whether any insurance policies are applicable and shall not be limited by any insurance policy limits.

12. Modification. This Agreement (including Attachment A) constitutes the entire agreement between the parties, unless there is a subsequent mutual written agreement executed by SVACA and PAHS.

13. California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.

14. Interpretation. This Agreement shall be interpreted as though prepared by both parties.

15. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

SILICON VALLEY ANIMAL CONTROL AUTHORITY

By 
Dan Soszynski, Executive Director

Date 4/6/18

PALO ALTO HUMANE SOCIETY

By 
Carole Hyde, Executive Director

Date 4/12/2018

Attachment A: Palo Alto Humane Society Sterilization Voucher Program

Rescuers - Cats

The Palo Alto Humane Society (PAHS) will offer \$55.00 vouchers to their approved rescuers for cat sterilizations; there is no additional cost for pregnant, in heat or cryptorchid animals.

- **Feral cats:** Aside from the sterilization, a microchip, rabies vaccination and ear tipping will be included. Rabies vaccination is available only as age appropriate. In addition, a dosing of parasite control (Revolution™) will be included upon request.
- **Domestic cats:** Aside from the sterilization, a microchip and rabies vaccination will be included upon request. Rabies vaccination is available only as age appropriate. In addition, a dosing of parasite control (Revolution™) will be included upon request.
- **Additional services** are the financial responsibility of the individual rescuer, except in cases where PAHS specifically authorizes additional charges. PAHS will note such additional authorized services on the voucher. The additional charges for such additional authorized services will be billed to PAHS in accordance with SVACA's fee schedule, which fee schedule may not be revised without providing PAHS with at least 7 days advance written notice.

Rescuers - Dogs

PAHS will offer vouchers to their approved rescuers for dog sterilizations. The voucher will cover the sterilization fees listed on SVACA's fee schedule, which fee schedule may not be revised without providing PAHS with at least 7 days advance written notice; there is no additional cost for pregnant, in heat or cryptorchid animals.

- **Additional services** are the financial responsibility of the individual rescuer, except in cases where PAHS specifically authorizes additional charges. PAHS will note such additional authorized services on the voucher. The additional charges for such additional authorized services will be billed to PAHS in accordance with SVACA's fee schedule, which fee schedule may not be revised without providing PAHS with at least 7 days advance written notice.

Financial Hardship Voucher

PAHS will offer financial hardship vouchers to individuals who meet their established criteria for dog and cat sterilizations. Each financial hardship voucher will cover the cost

of sterilization surgery; there is no additional cost for pregnant, in heat or cryptorchid animals.

- Cat vouchers will be \$55. Aside from the sterilization, a microchip and rabies vaccination will be included upon request for cats. Rabies vaccination is available only as age appropriate. In addition, a dosing of parasite control (Revolution) will be included upon request for cats.
- Dog vouchers will cover the sterilization fees listed on SVACA's fee schedule, which fee schedule may not be revised without providing PAHS with at least 7 days advance written notice; there is no additional cost for pregnant, in heat or cryptorchid animals.
- Additional services are the financial responsibility of the owner/guardian, except in cases where PAHS specifically authorizes additional charges. PAHS will note such additional authorized services on the voucher. The additional charges for such additional authorized services will be billed to PAHS in accordance with SVACA's fee schedule, which fee schedule may not be revised without providing PAHS with at least 7 days advance written notice.
- Dogs and cats will be screened for general health before surgery; very ill feral cats may be euthanized per mutual agreement between SVACA and the guardian.

Euthanasia/Minor Conditions

- The SVACA veterinarian may recommend euthanasia for feral cats and the animal shall be euthanized only with the consent of the rescuer/guardian. If the rescuer/guardian is not available, then Ann Nussbaum may be contacted to provide such consent. For purposes of clarity, animals being treated under the Financial Hardship Voucher program may not be euthanized without the consent of such animal's guardian. Cost of euthanasia shall be \$55 or less, at the discretion of SVACA.
- PAHS will cover treatment of any minor condition for feral cats, such as an abscess, so long as the cost does not exceed \$50 in the aggregate. If the cost will exceed that amount, approval shall be sought from Ann Nussbaum. More complex conditions shall be reported to the rescuer/guardian so that treatment may be obtained elsewhere.

Payment

Each user will present an approved PAHS voucher to SVACA staff at the time of surgery.

SVACA will prepare an invoice and attach all vouchers, which shall be submitted to PAHS by the 10th of each month to:

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Palo Alto Humane Society
PO Box 60715
Palo Alto, CA 94306

PAHS will provide payment to SVACA within three weeks.