

**INTERAGENCY COST SHARING AGREEMENT  
ANIMAL ADOPTION CENTER**

This Interagency Cost Sharing Agreement (“Agreement”) is made as of \_\_\_\_\_, 2017, by and between the CITY OF LAKE FOREST, a public agency (“City”) and the COUNTY OF ORANGE, a public agency (“County”). City and County are hereinafter sometimes collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

A. City intends to contract for the operation of an Animal Adoption Center (“Project”). The Project is more fully described in Exhibit A, attached hereto and incorporated herein by reference.

B. County desires to share in the cost of the Project due to the shared benefits resulting from the Project. Nothing in this Agreement shall be deemed to be the provision of any service or other activity outside of each Party’s respective jurisdiction. The purpose of this Agreement is to further each Party’s goals.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, and for other good, valuable, and adequate consideration, the parties hereto agree as follows:

1. Cost Sharing

(a) City has entered into, or intends to enter into, agreements for operation of the Project (“Contractor Agreements”) with independent contractors and consultants (“Contractors”). County shall be responsible for contribution towards the Project of \$15,000 (“County Contribution”) pursuant to the following terms and conditions.

(b) Upon execution of this Agreement, City may invoice County for the County Contribution. Within thirty (30) calendar days of receipt by County of City’s invoice, County shall remit payment of the County Contribution to City. County shall not be responsible for payment of any amounts in excess of the County Contribution unless otherwise agreed to in writing by County.

(c) If County objects to any portion of the City’s invoice, it shall provide written notice to City of said objections within ten (10) calendar days of receipt by County of City’s invoice and the Parties shall then engage in good faith efforts to resolve such issues through informal discussions. In the event County does not submit such an objection to City within said ten (10) calendar day period, County will be deemed to have approved said invoice.

(d) If the Project is not established, open and functioning as an Animal Adoption Center by December 31, 2017, County shall have the option of requesting return of the County

Contribution. City shall return the County Contribution within 30 days of such request by County and this Agreement will immediately terminate.

(e) Adjustment to County Contribution. To ensure that the funds provided by the County toward the Project are used to support shelter animals and reduce euthanasia, at the conclusion of each year of operation of the Project, County shall review the Allocation Amounts (as defined in Exhibit A) achieved during that year of operation and a portion of the County Contribution shall be returned based upon the following formula: City will return an amount equal to the average daily percentage of the Allocation Amount not utilized for Provided Shelter Animals (as defined in Exhibit A), for those days in which the full Allocation Amount was not achieved, multiplied by the product of the following: the number of days in which the Allocation Amount was not achieved multiplied by the quotient of \$15,000/365. Provided that if the Project meets or exceeds the required Allocation Amount for more than eighty percent of the days in the relevant operational year, no return of the County Contribution shall be made. This subsection shall not require City to reimburse any sums in excess of the County Contribution.

## 2. Effective Date; Term and Termination

(a) This Agreement shall be effective on the date of full execution of this Agreement by both parties (“Effective Date”). The term of this Agreement shall commence on the Effective Date and remain in effect until completion of the Project, including receipt of all benefits to be received by County hereunder, unless or until terminated under Section 1(d) above or unless and until terminated by either Party under the following procedures:

(i) Notice and Opportunity to Cure If either Party believes that the other Party has failed to perform any obligation of that Party in accordance with this Agreement (“Default”), the Party alleging the Default shall provide written notice (“Default Notice”) to the other Party, setting forth the nature of the alleged Default. Unless otherwise provided by a specific term of this Agreement, the Party claimed to be in Default shall have: (i) with respect to a Default involving the payment of money, 10 days after its receipt of the Default Notice to completely cure such Default, and (ii) with respect to any other type of Default, 30 days from the receipt of the Default Notice to completely cure such Default or, if such Default cannot reasonably be cured within such 30-day period, to commence the cure of such Default within the 30-day period and diligently prosecute the cure to completion thereafter. If the Party claimed to be in Default does not cure such Default within the time periods and procedures as set forth herein, the Party alleging Default may then terminate this Agreement in addition to seeking any other available remedies.

## 3. General Provisions

### (a) Indemnification and Insurance

(i) City agrees to indemnify, defend, with counsel approved by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County’s Board of Supervisors acts as the governing Board

(“County Indemnitees”) harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by City or any of its agents, contractors or subcontractors in connection with this Agreement. If judgment is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(ii) County agrees to indemnify, defend, and hold City, its elected and appointed officers, employees, agents, directors, members, shareholders and/or affiliates (“City Indemnitees”) harmless from any claims, demands, or liability of any kind or nature, including but not limited to, personal injury or property damage, arising from or related to the services, products or other performance provided by County in connection with this Agreement. If judgment is entered against County and City by a court of competent jurisdiction because of the concurrent active negligence of City or City Indemnitees, County and City agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(iii) Approval of counsel under this Section shall not be unreasonably withheld.

(iv) Each party agrees to provide the indemnifying party with written notification of any claim related to services provided by either party or its agents, contractors or subcontractors pursuant to this Agreement within thirty (30) calendar days of notice thereof, and in the event any party is subsequently named party to the litigation, each party shall cooperate with the indemnifying party in its defense.

(v) Without limiting City’s indemnification, City warrants that it is self-insured or shall maintain, or cause its Contractors to maintain, in force at all times during the term of this Agreement, the policy or policies of insurance covering all operational aspects of the Project, placed with reputable insurance companies in amounts consistent with reasonable business standards. City will require all Contractors to add County as an additional insured on Contractor’s general liability insurance policy relating to the Project and coverage shall be primary and non-contributory. Upon request by County, City shall provide evidence of such insurance.

(b) Relationship of the Parties Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties.

(c) Incorporation of Recitals The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

(d) Attorney Fees If either Party brings suit to enforce or to recover for breach of any term, covenant or condition contained herein, the prevailing Party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.

(e) Entire Agreement This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and it supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may be modified only upon the mutual written agreement of the Parties hereto.

(f) Invalidity and Severability If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

(g) Notices All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

County: County of Orange  
561 The City Drive S  
Orange, CA 92868  
ATTN: Dylan Wright, Director of OC Community Resources

City: City of Lake Forest  
25550 Commercentre Drive, Suite 100  
Lake Forest, CA 92630  
ATTN: Debra Rose, Assistant City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(h) Waiver of Default or Breach Waiver of any default hereunder shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its respective duly authorized officers.

CITY OF LAKE FOREST

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF ORANGE

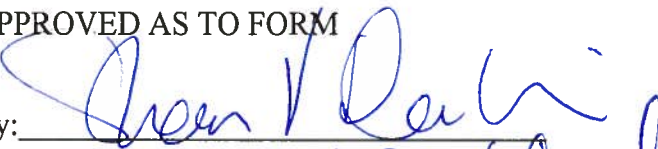
By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: 

Title: Senior Deputy County Counsel

Print Name: Sharon Durbin

Date: 3/27/17

**EXHIBIT A****PROJECT DESCRIPTION**

The City of Lake Forest (“City”) has allocated \$15,000 for a Contractor to operate an Animal Adoption Center within the city. As part of this endeavor, the City has partnered with Orange County Animal Care which is providing an additional \$15,000 for this pilot program, increasing the total amount of available funding to \$30,000. The goal of the pilot program is to reduce shelter euthanasia for dogs and cats; and, promote shelter adoption, microchipping, and responsible pet ownership.

It is the intent of the Parties that the animals housed and offered for adoption by the Project consist primarily of animals made available by OC Animal Care (“OCAC”) to Contractor for adoption by Contractor (“Provided Shelter Animals”). To that end, City will ensure that at least sixty percent (60%) of the Project’s available space and resources be allocated, at all times, to Provided Shelter Animals (the “Allocation Amount”). To ensure that the Project achieves the Parties’ goal of reducing shelter euthanasia, it is the intent of the Parties that the Provided Shelter Animals consist of a wide variety of animals including animals at risk for euthanasia. Therefore, the Provided Shelter Animals made available to the Project will be chosen solely at the discretion of OCAC and will include animals at risk for euthanasia. City will ensure that Contractor adopts sufficient Provided Shelter Animals proffered by OCAC to satisfy the Allocation Amount. OCAC will only proffer as Provided Shelter Animals dogs, cats and rabbits (the “Common Species”) though Contractor may elect to adopt animals of other species at its option. Additional animals, whether of the Common Species or another species, chosen by Contractor and not identified by OCAC as Provided Shelter Animals will not count toward the 60% allocation reserved for Provided Shelter Animals. Provided Shelter Animals will be drawn from all areas served by OCAC and will not be limited to animals originating from Lake Forest. The Parties acknowledge that animals received by the Project from owners residing in the jurisdiction that OCAC serves, that would have been impounded by OCAC upon owner surrender, and with respect to whom the previous owner expressed an intention to surrender to County but, due to intervention efforts, were redirected to the Project, shall count as Provided Shelter Animals. The Parties also acknowledge that animals adopted by the Project from among the Provided Shelter Animals but housed by Project with Project resources at foster homes or veterinarian clinics shall count toward the Allocation Amounts.

City will promptly provide to County copies of all reporting required to be provided by Contractor to City pursuant to the Contractor Agreement. Additionally, City will ensure that County receives quarterly reports identifying daily percentage allocation of space and resources between Provided Shelter Animals and other animals.

Animals received by the Project from County shall be adopted by the Contractor, shall no longer, in any way, be considered the responsibility of County and shall not be returned to County for any reason or by any mechanism. City shall ensure that the Project accepts full responsibility for the care and ultimate disposition of each such animal.

City shall ensure that the Project is run in compliance with all applicable governmental laws, regulations and requirements. City shall further ensure that the Project is maintained in a humane manner, is kept in a clean condition at all times and uses humane methods of care consistent with applicable laws.