

**AGENDA
ITEM**

12



CITY COUNCIL

AGENDA STAFF REPORT

DATE: March 5th, 2025
TO: Mayor and City Council
APPROVED BY: Juan Contreras, Interim City Manager *JJC*
PREPARED BY: Armando Orozco, Chief of Police *AO*
SUBJECT: Approve Resolution Adopting the Memorandum of Understanding Between the Calexico Border Paws Rescue and the City of Calexico.

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Recommendation

Approve Resolution Adopting the Memorandum of Understanding Between the Calexico Border Paws Rescue and the City of Calexico.

Background

Staff seeks to present and obtain approval for a Memorandum of Understanding (MOU) between Calexico Border Paws Rescue (CBPR) and the City of Calexico for volunteer services at the City’s animal control shelter. The MOU will facilitate the provision of valuable volunteer assistance in animal welfare and community education.

Discussion and Analysis:

Calexico Border Paws Rescue is a nonprofit organization dedicated to animal welfare through volunteer-based services. The organization intends to provide its volunteers to assist at the City’s animal control shelter located at 298 East Animal Shelter Dr., Calexico, CA 92231. The City welcomes this collaboration, which aligns with its commitment to improving animal care and fostering community engagement.

Key Provisions of the MOU

1. Volunteer Services: CBPR will provide volunteers to assist with the administration, operation, and maintenance of the shelter, as well as support for foster providers and adopters.
2. Term and Termination: The MOU will commence on the effective date and may be terminated by either party with thirty (30) days written notice.
3. No Compensation or Employment Relationship: Volunteers will not receive any compensation or benefits from the City.
4. Volunteer Leader and Training: The City will designate a Volunteer Leader who will oversee the volunteers. All volunteers must complete required training.
5. Volunteer Waivers: Each volunteer will sign a waiver before engaging in services.
6. Indemnification: CBPR agrees to indemnify and hold harmless the City from any claims arising from the volunteer activities.
7. Insurance: CBPR will provide necessary insurance coverage for volunteers during their service.

The MOU represents an important partnership that will enhance the City’s animal welfare efforts

The MOU represents an important partnership that will enhance the City's animal welfare efforts through dedicated volunteer services. By formalizing this agreement, we can ensure a structured and beneficial relationship between the City and Calexico Border Paws.

Fiscal Impact

There is no direct fiscal impact associated with this MOU as all volunteer services will be provided at no cost to the City. However, this partnership may lead to indirect savings by enhancing operational efficiency at the animal control shelter and reducing the workload of paid staff. Furthermore, the collaboration could promote better animal care and increase community engagement, which may have positive long-term effects on shelter operations.

Coordinated With:

Human Resources Department

Attachment(s):

1. Draft of Resolution
2. Draft of Proposed MOU between Calexico Border Paws Rescue (CBPR) and the city of Calexico

ATTACHMENT NO. 1

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH CALEXICO BORDER PAWS FOR VOLUNTEER SERVICES AT THE CITY'S ANIMAL CONTROL SHELTER.

WHEREAS, Calexico Border Paws Rescue is a nonprofit organization dedicated to animal welfare through volunteer services; and

WHEREAS, the City of Calexico desires to collaborate with Calexico Border Paws to enhance services at the City's animal control shelter; and

WHEREAS, the Memorandum of Understanding (MOU) outlines the terms and conditions under which CBP will provide volunteer services;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calexico hereby approves the Memorandum of Understanding with Calexico Border Paws Rescue, a copy of which is attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Memorandum of Understanding on behalf of the City.

PASSED, APPROVED, AND ADOPTED this 5th day of March, 2025, by the City Council of the City of Calexico.

Nuricumbo Diana, Mayor

ATTEST:

Veronica L. Alvarado, City Clerk

APPROVED AS TO FORM:

Carlos Campos, City Attorney

RESOLUTION NO. 2025-_____

State of California)
County of Imperial) ss.
City of Calexico)

I, Veronica L. Alvarado, City Clerk of the City of Calexico do hereby certify the above Resolution No. 2025-_____ was approved at a regular City Council meeting held on the 5th day of March 2025, by following vote to-wit:

AYES:

NOES:

ABSENT:

Veronica L. Alvarado, City Clerk

ATTACHMENT NO. 2

**MEMORANDUM OF UNDERSTANDING
BETWEEN CALEXICO WELLNESS CENTER AND
CITY OF CALEXICO FOR VOLUNTEER SERVICES**

This Memorandum of Understanding for Volunteer Services (“MOU”) is made on March 5th, 2025, (“Effective Date”) by and between Calexico Wellness Center dba Calexico Border Paws Rescue, a California nonprofit corporation located at 420 Heffernan Ave, Suite D, Calexico, California, 92231, (“CBP”) and the City of Calexico, a municipal corporation (“City”). CBPR and City may individually be referred to herein as Party and collectively as Parties.

RECITALS

- A. CBPR is a volunteer-based animal welfare organization.
- B. CBPR intends for its Volunteers to provide Volunteers Services to City’s animal control shelter located at 298 East Animal Shelter Dr., Calexico, CA 92231 (“Shelter”).
- C. City intends to accept this donation of Volunteer Services from CBP.

To further this intent, both Parties agree as follows:

MEMORANDUM OF UNDERSTANDING

1. **Volunteer Services.** CBPR is willing to provide its Volunteers who will assist with administration, operation, and maintenance of the Shelter, help foster providers and adopters, and assist with information and education programs (“Volunteer Services”). City shall have the absolute discretion to refuse to accept any Volunteer for participation, and the sole right to terminate unilaterally at any time, any Volunteer who does not meet the performance requirements of the City.
2. **Term and Termination.** The term of this MOU will begin on the Effective Date and remain in place until terminated upon thirty (30) days advance written notice by one of the Parties.
3. **No Compensation or Employment Relationship.** CBPR acknowledges that its Volunteers will be donating Volunteer Services to the City. CBP will notify all of its Volunteers that they are not entitled to any present or future salary, wages, or other benefits from the City in exchange for providing Volunteer Services.
4. **Volunteer Leader and Training.** City will designate a Volunteer Leader. Volunteers shall follow the supervision and direction of the Volunteer Leader or their designee. Volunteers shall participate in any training required by City or any instructions provided by Volunteer Leader in order to perform the Volunteer Services.
5. **Volunteer Waivers.** Each Volunteer will sign and remit to City a Volunteer Waiver form prior to engaging in Volunteer Services. The Volunteer Waiver form is attached hereto as Exhibit “A.”

6. **Indemnification.** CBPR agrees to indemnify, defend save and hold harmless City, its elected officials, appointed officials, agents, employees, and all other persons from any and all claims, lawsuits, or liability, including attorney's fees and costs, arising out of, in connection with, or incident to any loss, damage or injury to persons or property, including death, or from any wrongful or negligent act, error, or omission of CBPR, it's agents, volunteers, employees, subcontractors or invitees while engaging in the activities pursuant to this MOU, except for the wrongful or negligent acts of City. CBPR has made the individuals aware of the nature of the Volunteer assignment, and certifies that CBPR has taken all the necessary precautions to prepare individuals for this assignment.

7. **Insurance.** CBPR agrees to provide excess accidental medical expense coverage and excess personal liability insurance for its Volunteers while performing Volunteer Services including travel to, during, and from those assignments.

8. **Miscellaneous Terms.**

8.1 **Entire Agreement.** This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This MOU may be modified only by a writing signed by both Parties.

8.2 **Successors and Assigns.** This MOU shall be binding on the successors and assigns of the parties, and shall not be assigned by CBPR without the prior written consent of City.

8.3 **Governing Law.** This MOU shall be interpreted in accordance with California law. Venue shall be Imperial County.

8.4 **Notice.** All notices permitted, or required under this MOU, shall be deemed made when delivered to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

City:
City of Calexico
608 Heber Avenue
Calexico, California 92231
Attn: City Manager

CBPR:
Calexico Border Paws Rescue
420 Heffernan Ave, Suite D, Calexico,
California, 92231
Attn: CEO

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, return receipt requested and addressed to the party at its applicable address.

IN WITNESS WHEREOF, the Parties have executed this MOU.

Juan Contreras
Acting City Mgr, City of Calexico

Diana Danielson
CEO Calexico Border Paws

Bianca Morales
CEO, Calexico Wellness Center

Dated: _____

Dated: _____

Dated: _____

Exhibit "A"

Volunteer Waiver and Release

I hereby acknowledge that as a volunteer for the Calexico Wellness Center dba Calexico Border Paws Rescue ("CPBR") providing Volunteer Services at the Calexico Animal Shelter, I am not an employee of the City of Calexico ("City") and that I am not covered under the City's workers' compensation plan. I intend to perform Voluntary Services for the City without compensation pursuant to the Memorandum of Understanding between CPBR and the City.

I understand that my Volunteer Services and related activities may involve physical labor, interaction with animals, and may carry a risk of personal injury and/or death. I further recognize that there are natural hazards and conditions that may cause injury to me. I freely agree to assume and accept all of these risks.

As a condition of the City allowing me to perform the Volunteer Services, I hereby knowingly and unequivocally waive, release, and discharge any and all right that I, my heirs, assigns, agents or other representative may have or which hereafter may accrue to me, to file any claim, lawsuit and/or any other cause of action against the City, its employees, elected officials, appointed officials, agents, and other volunteers as a result of performing said Volunteer Services. In granting this full and complete release and waiver of liability on the part of the City, I specifically waive and relinquish any and all rights or benefits I have under California Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I expressly desire to release the City, its employees, elected officials, appointed officials, agents, and other volunteers from any financial responsibility and any and all known and unknown claims to me for any personal injury and/or property damage I may incur as a result of my Volunteer

Services even when it results from the negligence, both active and passive, of the City and/or its employees.

I understand that accidents and injuries can arise out of my Volunteer Services; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and hold harmless the City, its employees, elected officials, appointed officials, agents, and other volunteers, who (through negligence or carelessness) might otherwise be liable to me (or my heirs, assigns, agents or other representatives) for damages.

No promise, inducement or agreement has been made to me to induce me to release the City from liability for any personal injury and/or property damage incurred by me as a result of my Volunteer Services, nor has any promise, inducement or agreement been made to me in return for the express waiver of rights referred to above.

Volunteer:

By: _____
Signature

Print Name

Date