

ORIGINAL

089-F0910

CONTRACT NO. CC2008-62
APPROVED 7-1-08

AGREEMENT FOR SERVICES

#761-PHD0508

with

The County of Alpine

regarding

Animal Services

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the County of Alpine, a political subdivision of the State of California (hereinafter referred to as "Alpine");

WITNESSETH

WHEREAS, Alpine has a need for a service provider to provide selected animal control services at and within the boundaries of Alpine excluding Bear Valley for the purpose of enforcement of State and County Animal Control Ordinances, and to provide Alpine and its residents access to animal shelter services, to include impound and holding services for Alpine animals, through the El Dorado County Animal Shelter maintained at South Lake Tahoe; and

WHEREAS, El Dorado, through its Public Health Department Animal Control Division has, for a period of time, provided limited animal control assistance to Alpine, and Alpine feels it is in the best interest of the community to continue said services provided by El Dorado; and

WHEREAS, El Dorado has represented to Alpine that it is specially trained, experienced, expert and competent to perform the special services required hereunder and Alpine has determined to rely upon such representations; and

WHEREAS, it is also the intent of the parties hereto that they work together during the term covered by this Agreement to develop a plan for the enactment and improvement of certain animal ordinances; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws;

NOW, THEREFORE, the parties do hereby agree to the following:

ARTICLE I – SCOPE OF SERVICES

El Dorado agrees to provide selected, limited animal control services at and within the boundaries of Alpine excluding Bear Valley for the purpose of enforcement of State and County Animal Control Ordinances, and to provide Alpine and its residents access to animal shelter services, to include impound and holding services for Alpine animals, through the El Dorado County Animal Shelter maintained at South Lake Tahoe. The El Dorado/Alpine Animal Control Program shall be limited to:

- 1) Animal Control Officer response to requests for assistance by law enforcement only, eight hours per day, six days per week (Monday through Saturday 8:00 AM to 4:00 PM)), excluding holidays and Sundays. Services shall be limited to:
 - a) Rabies quarantine investigations
 - b) Cruelty/Abuse Investigations
 - c) Vicious and Potentially Dangerous Animal complaint investigations
 - d) Impoundment of aggressive dogs actively running loose
- 2) Authority is granted pursuant to CA Penal Code 830.9 to enforce all State and Alpine County codes dealing with animals related to impoundments or law enforcement assists.
- 3) Maintenance of an animal shelter with general shelter services including receiving and redemption of stray dogs and cats. The shelter shall be open to the public 9:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. Monday through Saturday. The shelter will be closed on holidays and Sundays.
- 4) Stand-by service available after normal operating hours and on holidays shall be limited to: El Dorado animal control officers will respond to the El Dorado shelter to meet law enforcement that have the animal in custody for emergency calls relating to sick and injured animals where an animal owner cannot be identified, impoundment of animals pursuant to an owners arrest by a law enforcement agency and mutual aid response involving law enforcement or fire-related activities. Alpine will be responsible for all veterinary bills incurred for the impoundment of any sick or injured animal unless the owner reclaims the animal.
- 5) Should Alpine require, and El Dorado agree to provide, animal control services in addition to those listed herein, the parties agree to list said services, negotiate an acceptable price for same, and add said services and costs to this Agreement through an Amendment.

ARTICLE II – TERM

This agreement is effective July 1, 2008 and shall remain in force until June 30, 2011.

ARTICLE III – COMPENSATION FOR SERVICES

Alpine agrees to compensate El Dorado for the scope of services described in Article I at a rate of \$1,500 per quarterly period, upon invoice, for a total not to exceed \$6,000 each year of the term of this Agreement. Total compensation shall not exceed \$18,000 over three years.

ARTICLE IV – AMENDMENT

This agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties.

ARTICLE V – TERMINATION AND CANCELLATION

Either party may terminate this Agreement for any reason in whole or in part upon written notice ninety-(90) calendar days prior to its effect. If such prior termination is effected by Alpine, Alpine will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which parties may agree to in writing as necessary for contract resolution. In no event, however, shall Alpine be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by Alpine, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Alpine reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI – INDEPENDENT LIABILITY

El Dorado is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. El Dorado exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

El Dorado shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Alpine shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to El Dorado or its employees.

ARTICLE VII – NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid, return receipt requested.

Notices to Alpine shall be in duplicate and addressed as follows:

COUNTY OF ALPINE
PO BOX 278
MARKLEEVILLE, CA 96120
ATTN: JOHN CRAWFORD, SHERIFF

or to such other location as Alpine directs.

Notices to El Dorado shall be as follows:

EL DORADO COUNTY PUBLIC HEALTH DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, DIRECTOR

Or to such other location as El Dorado directs.

ARTICLE VIII – TAXPAYER IDENTIFICATION / FORM W9

All individuals/sole proprietors, corporations, partnerships, associations, organizations or public entities providing services to Alpine shall provide a fully executed Department of the Treasury Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification".

ARTICLE IX – INDEMNITY

El Dorado shall indemnify, defend and hold harmless Alpine, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of El Dorado, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

Alpine shall indemnify, defend and hold harmless El Dorado, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of Alpine, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them regardless of whether caused in part by a party indemnified hereunder.

ARTICLE X – INSURANCE

El Dorado County is self-insured. Alpine accepts El Dorado's self-insurance program as adequate for the purposes of this Agreement.

ARTICLE XI – ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

ARTICLE XII – AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIII – PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XIV – HIPAA

If El Dorado receives any individually identifiable health information ("Protected Health Information" or "PHI"), El Dorado shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE XV – ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.