

AGREEMENT FOR SERVICES 008-F1511
Animal Related Services – City of South Lake Tahoe

THIS AGREEMENT is 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” or “Contractor”) and City of South Lake Tahoe, an incorporated city in the State of California (hereinafter referred to as “City”).

RECITALS

WHEREAS, City has a need for a service provider to supply animal control services at and within the boundaries of the City for the purpose of enforcing State laws and City animal control ordinances (South Lake Tahoe City Municipal Code, Animal Control) and providing animal sheltering services on behalf of the City; and

WHEREAS, County, through its Health and Human Services Agency (“HHS”) Animal Services Program, provides animal control services within the County, maintains a County Animal Shelter located at 1120 Shakori Drive, South Lake Tahoe, CA 96150, and has provided animal control and sheltering services to the City of South Lake Tahoe for several years; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State (all references to “State” in this Agreement shall mean the State of California unless otherwise specified) and local laws; and

NOW, THEREFORE, County and City mutually agree as follows:

ARTICLE I

Scope of Services: County agrees to:

- A. Provide animal control services at and within the boundaries of the City for the purpose of enforcing State laws, City Animal Control Ordinances (South Lake Tahoe City Municipal Code, Animal Control), and for the purpose of maintaining a County Animal Shelter at Shakori Drive in South Lake Tahoe.
- B. Provide full field services response to citizen complaints eight (8) hours per day seven (7) days a week (8 a.m. to 5 p.m.), excluding County holidays (refer to the County of El Dorado’s website at <http://www.edcgov.us> and search for “Holiday Schedule”). Response to the following will be subject to officer availability and prioritization of calls:
 1. Rabies quarantine investigations;
 2. Humane investigations;
 3. Vicious animal complaints; and

4. Field services including but not limited to:
 - a. Stray animal impound;
 - b. Removal of dead animals from City roadways; and
 - c. Enforcement of all State and City codes dealing with animals on behalf of City.
- C. Maintain an animal shelter with general shelter services available to the public during the hours shown below:
 1. Hours open to the public:
 - a. Monday through Saturday: 9:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.
 - b. Sundays and County Holidays: Closed.
 2. Provide stand-by services on County holidays and outside work hours as defined in the above Section A, to respond to emergency calls relating to:
 - a. Sick and injured animals;
 - b. Unconfined aggressive animals posing a threat to public safety;
 - c. Loose livestock on City roadways;
 - d. Impoundment of animal(s) pursuant to an owner's arrest by a law enforcement agency; and
 - e. Mutual aid response involving law enforcement or fire related activities. However, County retains the right to modify the shelter's hours and/or the staff is available outside the shelter's hours, at its sole discretion, due to unforeseen events (e.g., events of nature/extreme weather, major animal services activity requiring all staff participation, change in staffing levels, emergency/disaster response, etc.)
- D. Collect and Account for Fees, Penalties, and Surcharges. County will:
 1. Collect fees and penalties as determined by County and as modified from time to time by resolution of the Board of Supervisors and collect any reasonable surcharges as determined by City, as set forth in Item 2 below.
 2. The rates charged for the animal control services described herein shall be the greater of the rate set by the City Manager or the County Board of Supervisors and shall be in accordance with related City and County Resolutions or Ordinances. In the event the City Manager approves a City surcharge on the County's rates, City shall provide County with written notice of the imposed surcharge and reference to the City Resolution or Ordinance authorizing said surcharge. City requests that County apply the collected fees and surcharges to each quarterly invoice as defined in the herein Article titled "Compensation for Services."

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto, shall cover the period of July 1, 2014 to June 30, 2015, and renew automatically for successive one-year periods, unless earlier terminated pursuant to the provisions under the herein Article titled "Default, Termination, and Cancellation."

ARTICLE III

Compensation for Services:

- A. Determination of Annual Compensation: The annual compensation to be paid by City for the services described herein shall be calculated based on City's full share of the net cost of

operations associated with services provided by County to City, as defined in "Compensation for Services Methodology," attached hereto as Exhibit A and incorporated by reference herein.

1. County shall notify City of preliminary, estimated annual compensation to be paid by City to County on or before July 1 of each year, commencing July 1, 2014.
2. By October 1 of each year, commencing October 1, 2014, County shall notify City of the adopted County budget for animal control services at and within the boundaries of the City for the purpose of enforcing State laws, City Animal Control Ordinances, and for the purpose of maintaining a County Animal Shelter at Shakori Drive. County shall submit quarterly invoices to City based on that adopted annual budget amount pending reconciliation of actual net cost of operations as determined pursuant to this Article III.
3. On an annual basis, County shall review actual workload indicators utilized in the compensation methodology and actual net cost of operations through the third quarter of each fiscal year and, in consideration of this data and other pertinent information, shall project estimated net cost of operations through the end of the fiscal year. This updated fiscal year end projection shall be submitted to City for consideration by May 30 of each year this Agreement is in effect.
4. Written notice of the final annual compensation applicable to the prior County fiscal year, based on the methodology in Exhibit A (but using actual workload and net cost data for the completed fiscal year), shall be submitted to City by September 15 of each year this Agreement is in effect, commencing with September 15, 2015. This notice will establish the final annual compensation amount due from City and shall serve as the invoice for the final quarter (April – June) of that fiscal year.
5. If the compensation amount paid by the City for the fiscal year period exceeds the final annual compensation amount pursuant to Article III, County shall notify the City by September 15. County shall refund the overpayment by check if requested by City within thirty (30) days of receipt of notice of the final annual compensation applicable to the prior County fiscal year, or apply the overpayment as a credit toward the following Fiscal Year Agreement.
6. County shall maintain any and all ledgers, impound records, complaint records, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to County for services provided pursuant to this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, any time during regular business hours, upon written request by City Manager, City Attorney, City Auditor, or designated representative of these officers. Copies of such documents shall be provided to City for inspection at City Offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at County's address indicated for receipt of notices in this Agreement.

B. Payment:

1. For services provided herein, City agrees to pay County within thirty (30) days of receipt of each quarterly invoice from County. Each invoice shall represent twenty-five

- percent (25%) of City's preliminary annual compensation amount as reflected in the written estimate provided to City as set forth in Article III A.1., until such time as the agreed-upon reconciliation occurs pursuant to the Article titled "Compensation for Services" herein.
2. County agrees to collect and account for County's fees and City's surcharge(s), as defined in Article I, Section D, imposed on City residents which raise total animal service fees for City residents above those adopted by the County. County shall retain any such surcharge amounts collected and shall apply surcharges collected Article titled "Scope of Services," herein, to the overall invoices submitted to City quarterly.
- C. Meetings regarding compensation shall be held at the request of either County or City, as needed.

ARTICLE IV

HIPAA Compliance: If during the course of an investigation into an animal bite pursuant to Title 17 California Code of Regulations Section 2606 or similar situation, County receives any individually identifiable health information (Protected Health Information or PHI), County shall maintain the security and confidentiality of such PHI required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

ARTICLE V

Changes to Agreement: 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 hereto.

ARTICLE VI

Assignment and Delegation: City engages Contractor for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of City. In the event City agrees in writing that Contractor may subcontract for services under this Agreement, Contractor shall require that all subcontractors comply with all terms and conditions of this Agreement, and all pertinent Federal and State statutes and regulations.

ARTICLE VII

Independent Contractor/Liability: County 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. County 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.

County 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. City 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 County or its employees.

ARTICLE VIII

Default, Termination, and Cancellation: Either party may terminate this Agreement in whole or in part upon ninety (90) calendar days written notice prior to its effect. If such prior termination is effected, City will pay County for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination and for such other services, which the parties hereto may agree to in writing as necessary for contract resolution. In no event, however, shall City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, County 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.

ARTICLE IX

Audit by California State Auditor: City acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. City shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, City shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE X

Change of Address: In the event of a change in address for City's principal place of business or Notices to City, City shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XI

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, and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY OF SOUTH LAKE TAHOE
1901 AIRPORT ROAD
SOUTH LAKE TAHOE, CA 96150
ATTN: CITY MANAGER

Or to such other location as the City directs.

ARTICLE XII

Indemnity: City shall indemnify, defend and hold harmless County, 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 City, 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.

County shall indemnify, defend and hold harmless City, 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 County, 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 XIII

Insurance: County is self-insured. The City accepts County's self-insurance program as adequate

for the purposes of this Agreement.

ARTICLE XIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. City attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation" herein.

ARTICLE XV

Administrator: The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Chief Animal Control Officer, or successor.

ARTICLE XVI

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 XVII

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 XVIII

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XIX

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XX

Waiver: The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

ARTICLE XXI

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

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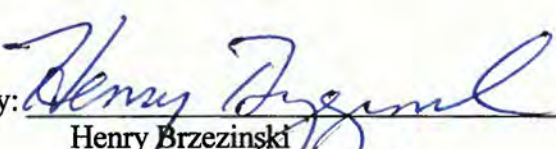
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ARTICLE XXII

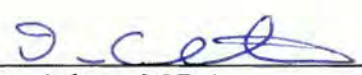
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Henry Brzezinski
Chief Animal Control Officer
Health and Human Services Agency

Dated: 8/1/14

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Don Ashton, M.P.A.
Director
Health and Human Services Agency

Dated: 8/1/14

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement 008-F1511 on the dates indicated below.

-- CITY --

CITY OF SOUTH LAKE TAHOE

By: Hal Cole
Hal Cole, Mayor
"City"

Dated: 7-15-14

APPROVED AS TO FORM
Tom Watson
Tom Watson, City Attorney

ATTEST:
Susan Alessi
Susan Alessi, City Clerk

-- COUNTY OF EL DORADO --



Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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EXHIBIT A

COMPENSATION FOR SERVICES METHODOLOGY

City of South Lake Tahoe

A. Calculation of Share of Services Provided to City (based on workload):

1. For purposes of this Agreement, the share of services provided to City will be calculated based upon two primary workload indicators as recorded in the County Animal Services' Chameleon database (or any replacement database that may be implemented by County Animal Services during the term of this Agreement):
 - a. Animal impounds, and
 - b. Complaints, also referred to as "Activities."
2. Impounds and complaints are attributed to City or County, as applicable, based on the location of the animal owner's residence; or if the owner cannot be identified, the impound or complaint is attributed to either the City or County based on the activity/incident location (i.e., where the Animal Services staff pick up an animal or respond to a complaint/call). City will be deemed to include all areas within the City limits/boundaries and County will be deemed to include all unincorporated areas of the County in the Tahoe basin.
3. City's percentage share of workload, and associated services, will be calculated based on the latest complete fiscal year activities by dividing the combined total number of animal impounds and complaints attributed to City by the combined total number of animal impounds and complaints for the entire South Lake Tahoe basin (City and unincorporated County areas). The following sample table demonstrates this calculation using actual data for the period July 1, 2012 through June 30, 2013:

Type of Service	City of South Lake Tahoe	Percent of Total	Unincorporated Area of SLT	Percent of Total	Total
Animals Impounded July 2012 - June 2013	297	47.6726%	326	52.3274%	623
Complaints July 2012 - June 2013	1,246	62.2378%	756	37.7622%	2002
Total:	1,543	58.7810%	1,082	41.2190%	2,625

B. Calculation of Net Cost of Operations and Share Attributable to City.

1. By October 1 of each year, County will adopt an annual budget (expenditures and revenues) that shall address animal services operations for the entire South Lake Tahoe basin for the new fiscal year period (July 1 through June 30). The total expenditure budget, minus the total revenue budget (excluding anticipated revenue from City under this Agreement, and General Fund support provided by County), establishes the total net cost of operations to be shared by City and County. The total net cost of operations, multiplied by the City's percentage share of services (based on workload data for the most

recent completed fiscal year, using the methodology above), produces the City's full share of the cost of operations.

2. The following table demonstrates calculation of the City's estimated full share of the net cost of operations for County Fiscal Year 2013-2014:

Budgeted Expenditures	\$742,394
Less Revenue (sources other than City or County funds)	(155,986)
Net Cost of Operations	<u>\$586,408</u>
Multiplied by City's share for workload as calculated for FY 2012-13 (above)	<u>58.7810%</u>
Full Cost of estimated FY 2013-14 Operations attributable to City	\$344,696

3. Development of the preliminary and final annual compensation amount applicable to each fiscal year will be pursuant to the Article titled "Compensation for Services" contained in this Agreement.
4. To the extent that the budgeted expenditures are increased in any Fiscal Year due to increases in budgeted expenses, including, but not limited to, retirement, medical or salary increases, the City may increase its fees, and the County agrees to collect any increased fees imposed by the City for services provided under this Agreement, and pursuant to Article I.D.2. of the Agreement.