

AGREEMENT FOR SERVICES

#549-PHD1006

with

THE CITY OF PLACERVILLE

regarding

ANIMAL RELATED 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 City of Placerville, an incorporated city in the State of California (hereinafter referred to as "City");

WITNESSETH

WHEREAS, City has need for a service provider to supply City animal related services at and within the boundaries of City for the purpose of enforcement of State, County and City Animal Control Ordinances and for the purpose of maintaining and providing access to a County Animal Shelter on the West Slope of El Dorado County; and

WHEREAS, County, for several years, has provided animal related services to other governmental agencies through its Public Health Department Animal Services Division; and

WHEREAS, City feels it is in the best interest of the community to receive said services from County; and

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

County agrees to provide the following animal related services at and within the boundaries of City for the purpose of enforcement of State, County, and City Animal Control Ordinances and for the purpose of maintaining a County Animal Shelter on the Western Slope. County will maintain an Animal Services Program to include, but not be limited to:

- A. Providing full field service response to citizen complaints eight hours per day, six days per week (Monday through Saturday), excluding holidays and Sundays. Services shall include at a minimum:
 - Rabies quarantine investigations
 - Humane investigations
 - Vicious animal complaints
 - Field services to include but not be limited to, impoundment of strays, removal of dead animals from City roadways, and enforcement of all State, County and City codes dealing with animals

- B. Maintenance of an animal shelter with general shelter services which 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 Sundays and holidays.

- C. Stand-by service available after normal operating hours and on Sundays and holidays to respond to emergency calls relating to sick and injured animals, unconfined aggressive animals posing a threat to public safety, loose livestock on city roadways, impoundment of animals pursuant to an owners arrest by a law enforcement agency, and mutual aid response involving law enforcement or fire related activities.

ARTICLE II – TERM

This agreement is effective July 1, 2008 and shall remain in force until June 30, 2012 unless cancelled by either party per the stipulations of Article V herein.

ARTICLE III – COMPENSATION FOR SERVICES

The total compensation to be paid by City for services provided by County pursuant to this contract for the period of July 1, 2008 through June 30, 2009 is \$64,938. The parties acknowledge that this amount does not reflect the full cost of operations associated with services provided by County to City during this period.

In each subsequent year of this contract, the Public Health Director shall prepare and submit the proposed annual budget to the Chief Administrative Officer. The budget materials will be prepared in such a manner to identify the expenses and revenues related to services provided to the West Slope and to the Tahoe Basin. Prior to calculating the portion of the West Slope budget attributable to services provided to the City, the budget shall be adjusted to remove any expenses related to livestock-related services, as well as revenues related to DOT fees for dead animal pickup in County (consistent with Exhibit A).

City will pay a graduated share of the cost of operations associated with services provided by County to City on a per capita basis as defined in Exhibit A. The methodology set forth in that exhibit will be utilized to calculate the total annual compensation to be paid by City in years two through four of this contract. In the fourth year of this contract, July 1, 2011 through June 30, 2012, City will pay its full share of the cost of operations associated with such services. County will advise City, in writing, by July 30 of each year, of the adjusted annual compensation applicable to that County fiscal year period (July 1 through June 30). The written notice will summarize the population and budget information used to calculate the annual contract compensation amount, consistent with methods of calculation detailed in Exhibit A.

City shall pay County monthly, within 15 days of receipt of an invoice from County. Each invoice shall represent one-twelfth (1/12) of City's adjusted annual compensation amount (as reflected in the written notice provided to City by July 30 of each year), unless an adjustment is necessary for any surcharge that may be imposed by City as next addressed. County agrees to collect and account for any City surcharge(s) imposed by City on City residents which raise total animal services fees for City residents above those adopted by the County Board of Supervisors. County will retain any such surcharge amounts collected and reduce amounts due from City under this contract by equivalent amounts.

Although the City's monthly payments, as set forth above, are based upon the approved County budget, City's obligation under the terms of this agreement shall be the City's apportioned amount of the actual amount for each item in the approved annual budget. Semi-annually, the Chief Administrative Officer, or respective designee, shall prepare a reconciliation of actual net cost of services (actual expenditures less revenues) for the West Slope apportioned on a per capita basis, as outlined above, and the advances paid by the City. A "true up" shall be calculated from the results of the reconciliation. The County Chief Administrative Officer and the City Manager, or their respective designees, shall meet semi-annually to conduct a review of the reconciliation and "true up" amount under this agreement. The first reconciliation shall be completed prior to March 15, and the second reconciliation shall be completed prior to October 15 immediately following the fiscal year. If the projected amount paid by the City exceeds actual net cost of services for the period, the County shall either credit or refund the difference to the City, at the City's discretion, within 30 days of the semi-annual review. If actual net cost of services exceed the projected amount paid by the City for the period, the City shall pay the difference within 30 days of the semi-annual review.

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 City, City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to County, and for such other services, which parties 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 by City, 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. In the event of termination for default, City reserves the right to take over and complete the work by contract or by any other means.

ARTICLE VI – INDEPENDENT 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 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 City shall be in duplicate and addressed as follows:

CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667
ATTN: SUSAN ZITO, CITY CLERK

or to such other location as City directs.

Notices to County 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 County directs.

ARTICLE VIII – INDEMNITY

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.

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.

ARTICLE IX – INSURANCE

County is self insured. The City of Placerville accepts the County's self-insurance program as adequate for the purposes of this Agreement.

ARTICLE X – ADMINISTRATOR

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

ARTICLE XI – 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 XII – 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 XIII – 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.

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


DEPARTMENT HEAD CONCURRENCE

By:  Date: 6/13/08
Gayle Erbe-Hamlin, Director
Public Health Department

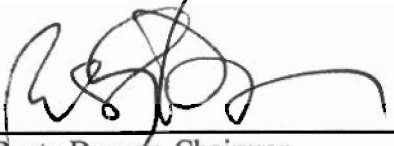
CITY OF PLACERVILLE

By:  Date: 6-26-08
Carl Hagen, Mayor
City of Placerville


ATTEST:
Susan Zito, City Clerk

By:  Date: 6-25-08

COUNTY OF EL DORADO

By:  Date: 6/17/08
Rusty Dupray, Chairman
El Dorado County Board of Supervisors

ATTEST:
Cindy Keck, Board Clerk

By:  Date: 6/17/08
Deputy Clerk

**EXHIBIT A
COMPENSATION FOR SERVICES**

Calculation of Share of Services Provided to City

For purposes of this contract, the share of services provided to City will be calculated on a per capita basis; however, the percent of population can be modified by mutual agreement.

	2006 Pop	% of Pop
City of Placerville	10,171	7.23%
Unincorporated County - West Slope	130,439	92.77%
Total	140,610	100.00%

Calculation of Net Cost of Operations and Share Attributable to City

By July of each year, County will develop a total annual budget (expenditures and revenues) addressing Animal Services operations for the entire West Slope 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 contract 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 on a per capita basis, produces the City's full share of the cost of operations. The following table demonstrates calculation of the City's full share of the net cost of operations for FY 2008-09:

<u>Description of Applicable West Slope Expenses and Revenues</u>	<u>FY 08-09 Budget</u>
Salaries and Benefits	\$1,039,946
Services and Supplies (deducted Grace Foundation Costs - \$35,000)	455,162
Other Charges (including estimated admin indirect costs)	229,789
Fixed Assets (removed livestock trailer - \$12,000)	0
Operating Transfers Out (removed truck upgrade costs, assuming occurs in 07-08 - \$5,200)	0
Intrafund Transfers	61,622
Total Estimated Expenditures	\$1,786,519
Total Estimated Revenues (removed DOT fees for dead animal pickup in County - \$65K)	\$589,534
Net Cost of Services on WS (Expenditures Less Revenues)	\$1,196,985
City Share (based on City of Placerville population as % of 2006 (est.) WS census)	7.23348%
FY 08-09 Amount Applicable to the City of Placerville	\$86,584

Calculation of Adjusted Annual Compensation Due from City

Total compensation to be paid by City during the first year of this contract (\$64,938) represents approximately 75% of the full cost of operations attributable to City. City will pay a graduated share each year, as reflected in the following table:

Contract Period	Full cost of Operations Attributable to City	Share of Full Cost to be Paid by City
July 1, 2008 to June 30, 2009	\$86,584	75%
July 1, 2009 to June 30, 2010	to be determined using above methodology	85%
July 1, 2020 to June 30, 2011	to be determined using above methodology	95%
July 1, 2011 to June 30, 2012	to be determined using above methodology	100%