

AGREEMENT FOR SERVICES

#545-PHD0906

with

THE COUNTY OF EL DORADO

to provide

ANIMAL CONTROL SERVICES

to the

THE CITY OF SOUTH LAKE TAHOE

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 South Lake Tahoe, 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 Control 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 at South Lake Tahoe, California; and

WHEREAS, County, for several years, has provided Animal Control Services to City through its Public Health Department Animal Control Division; and

WHEREAS, City feels it is in the best interest of the community to continue receiving 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 Control 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 at South Lake Tahoe. County will maintain an Animal Control 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, Tuesday, Thursday, Friday, and Saturday. The shelter will be open to the public from 1:00 p.m. to 7:00 p.m. on Wednesdays. The shelter will be closed on Sundays and holidays. A fully remodeled shelter will be in operation by August of 2008.
- C. Stand-by service available after normal operating hours and on 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, mutual aid response involving law enforcement or fire related activities, and impoundment of animals disturbing the peace where a previous violation has been documented by a law enforcement agency.

ARTICLE II – TERM

This agreement is effective July 1, 2006 and shall remain in force until June 30, 2011 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, 2006 through June 30, 2007 is \$200,000. 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, City will pay a graduated share of the cost of operations associated with services provided by County to City, based on workload attributable to City, 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 five of this contract. In the

final year of this contract, July 1, 2010 through June 30, 2011, 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 workload and budget information used to calculate the annual contract compensation amount, consistent with methods of calculation detailed in Exhibit A.

City shall pay County quarterly, within 30 days of receipt of an invoice from County. Each invoice shall represent a quarter of City's adjusted annual compensation amount (as reflected in the written notice provided to City by July 30 of each year). County agrees to collect and account for City's surcharge(s) imposed on City residents which raise total animal control 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.

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 El Dorado 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, El Dorado 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

El Dorado 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. El Dorado 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.

El Dorado 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 El Dorado 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 SOUTH LAKE TAHOE
1901 AIRPORT ROAD, S
SOUTH LAKE TAHOE, CA 96150
ATTN: CITY MANAGER

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 El Dorado County directs.

ARTICLE VIII – INDEMNITY

El Dorado 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 El Dorado 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 El Dorado 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

El Dorado County is self insured. The City of South Lake Tahoe accepts the County's self-insurance program as adequate for the purposes of this Agreement.

ARTICLE X – ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health Services, 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 caused their duly authorized representative to execute this Agreement the day and year first below written.

CITY OF SOUTH LAKE TAHOE

By: John E. Upton
Hal Cole, Mayor
City of South Lake Tahoe

Date: 11/28/06



ATTEST:
By: Susan Alessi Date: 11/28/06
Susan Alessi, City Clerk

COUNTY OF EL DORADO

By: _____
James R. Sweeney, Chairman
El Dorado County Board of Supervisors

Date: _____

ATTEST:
Cindy Keck, Board Clerk

By: _____ Date: _____

APPROVED AS TO FORM
Catherine L. DiCarillo
City Attorney

EXHIBIT A

COMPENSATION FOR SERVICES

Calculation of Share of Services Provided to City (Based on Workload)

For purposes of this contract, the share of services provided to City will be calculated based upon two primary workload indicators, 1) animal impounds, and 2) complaints, also referred to as calls for service, as recorded in the Chameleon database (or any replacement database that may be implemented by County Animal Control during the period of this contract). Impounds and complaints are attributed to City, or County, as applicable, based upon the location of the animal owner's residence; however, if an animal owner cannot be identified, the impound or complaint is attributed to the City, or County, as applicable, based upon the activity/incident location (i.e., where Animal Control 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 on the Tahoe basin. City's percentage share of workload, and associated services, will be calculated 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 table demonstrates this calculation using actual data for the period July 1, 2005 through June 30, 2006.

	City	County	Total
Impounds	393	215	608
Complaints	1,698	822	2,520
Total	2,091	1,037	3,128
Percentage	66.85%	33.15%	100%

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 control 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 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 (based upon workload data for the most recent complete year, using the methodology above), 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 County FY 06-07:

Budgeted Expenditures	\$614,891
Less Revenue (sources other than City or County funds)	<u>\$98,950</u>
Net Expense – All SLT Operations	\$515,941
Times City's Share (for services/workload per above)	66.85%
Full Cost of Operations Attributable to City	\$344,906

Calculation of Adjusted Annual Compensation Due from City

Total compensation to be paid by City during the first year of this contract (\$200,000) represents approximately 58% 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, 2006– June 30, 2007	\$344,906	58%
July 1, 2007 – June 30, 2008	To be determined using above methodology	70%
July 1, 2008 – June 30, 2009	To be determined using above methodology	80%
July 1, 2009 – June 30, 2010	To be determined using above methodology	90%
July 1, 2010 – June 30, 2011	To be determined using above methodology	100%