

THIS CONTRACT is entered into in the State of California by and between the City of Redlands and the:

CITY OF HIGHLAND
26985 Baseline Avenue
HIGHLAND, CALIFORNIA 92346
Phone: 864-6861

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the City of Highland is desirous of contracting with the City of Redlands for the performance of specified service by Redlands City Animal Control Officers and employees,

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City of Redlands shall provide, through its Animal Control Department, animal control services normally provided by the department, to the City of Highland.
2. City of Highland shall compensate the City of Redlands the sum of \$95,933.36 during Fiscal Year 1993-1994 for services provided in this Agreement. Such compensation shall constitute full payment, including reimbursement for supervision, clerical assistance, and other overhead costs. Payment shall be made quarterly, in advance, in the sum of \$23,983.334
3. The City of Redlands hereby agrees to provide the following specific functions:
 - a. Provide six (6) hours per day, seven (7) days per week patrol, enforcement, public relations, carcass removal and dealing with injured animals. The six hours patrol shall be continuous and will take place between the hours of 7:00 A.M. and 8:00 P.M. and will be as dictated by the needs for service as determined by City of Redlands Animal Control supervision and the City of Highland's City Administrator.
 - b. Enforce all City of Highland ordinances pertaining to animals including the issuing of citations, as necessary, for violations of said ordinances.
 - c. The City of Redlands Animal Shelter shall be available for use by residents of the City of Highland during normal working hours of Monday through Friday 8:00 A.M. to 5:00 P.M. except for City of Redlands' designated holidays.
 - d. Impound all animals caught at large, and provide for the return of all licensed dogs whenever possible.
 - e. Quarantine, as prescribed by law, all animals suspected to be rabid.

- f. Investigate complaints of nuisance by animals, upon request, during routine patrol.
 - g. Investigate reported dog bites.
 - h. Remove dead animals on the public right-of-way.
 - i. Provide information on City of Highland dog license issuance and renewal.
 - j. Conduct clinics for the vaccination of dogs during the months of May, June and July. Specific dates shall be advertised in advance.
 - k. Provide a mechanism to answer telephones after business hours and an officer after regular hours to offer limited special and emergency service to the public in the field seven days a week. Special and emergency services includes: request to aid seriously injured animal(s), or to impound a dangerous, sick or injured animal, or attempt to locate a stray biting animal, and certain loose horses or cattle creating a hazard.
 - l. When requested, and schedule permitting, City of Redlands Animal Shelter employees will provide public information talks, related to this specialty, in the City of Highland.
 - m. Officers to appear in court as witnesses for the City of Highland when required by subpoena.
4. The Chief of Police/Poundmaster of the City of Redlands shall determine any other level of service provided within the City of Highland.
5. The City of Redlands shall use City of Redlands Municipal Code Section 03.16.040, Ordinance 2020 specifying fees for the Animal Control Program. All revenues collected from City of Highland residents pursuant to Municipal Code Section 03.16.040 shall be retained by the City of Redlands. All other fees collected for licensing and citations shall be remitted to the City of Highland. The City of Highland will provide a program whereby dog licenses may be issued by mail and clinics and send renewal notices by mail to owners of currently licensed dogs together with an application for renewal.
6. All work performed by the City of Redlands shall be performed in Redlands City offices or at such locations as designated by the Chief of Police/Poundmaster of the City of Redlands.

7. The term of this contract shall be a period of time commencing on July 1, 1993 and terminating only as hereinafter provided. This Agreement shall be terminated at any time with or without cause by the City of Redlands or the City of Highland upon written notice given to the other at least sixty (60) days before the date specified for such termination. Any such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of such termination. In the event of termination of this Agreement, the City of Redlands shall refund any sum previously paid by the City of Highland, which when prorated represents advanced payment for months of service which are not performed as a result of such termination. Neither party shall incur any liability to the other by reason of such termination. Any and all notices required to be given hereunder shall be given in writing by registered or certified mail, postage prepaid.
8. To facilitate the performance of functions as provided for in this Agreement, it is hereby agreed that the City of Redlands shall have full cooperation and assistance from the City of Highland, its officers, agents and employees.
9. For the purpose of performing said services in this Agreement, the City of Redlands shall furnish all necessary materials, and equipment.
10. Notwithstanding anything hereinabove stated, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of the City of Highland at its own cost and expense.
11. All persons employed in the performance of such services and functions for the City of Highland shall be City of Redlands employees.
12. Notwithstanding the foregoing, for the purpose of performing such services and functions and for the purpose of giving official status to the performance thereof where necessary, every City of Redlands officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of the City of Redlands whose services are within the scope of this contract and are purely municipal functions.

- 13. The City of Highland shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any City of Redlands officer or employee performing services hereunder. Except as herein otherwise specified, the City of Highland shall not be liable for compensation or indemnity to any City of Redlands officer or employee for injury or sickness arising out of his/her employment.
- 14. The City of Highland will indemnify, defend, and hold the City of Redlands harmless from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of City of Highland officers, agents, and employees occurring in the performance of this contract to the extent that such liability is imposed on the City of Redlands by the provisions of Government Code Section 895.2.
- 15. The City of Redlands will indemnify, defend, and hold the City of Highland harmless from loss, costs, or expenses caused by the negligent or wrongful acts or omissions of City of Redlands officers, agents, and employees occurring in the performance of this contract to the extent that such liability is imposed on the City of Highland by the provisions of Government Code Section 895.2.

CITY OF HIGHLAND

CITY OF REDLANDS


MAYOR



MAYOR

06-22-93
DATE

May 5, 1993
DATE

Attest:

Attest:


Debbie L. Anderson
Deputy City Clerk


Lorrie Poyzer
City Clerk