

1 A G R E E M E N T

2 (animal shelter)

3 THIS AGREEMENT is entered into this 1st day of July, 1984, by
4 and between the CITY OF SAN BERNARDINO, a municipal corporation,
5 ("City"), and the CITY OF REDLANDS, a municipal corporation,
6 ("Contracting Agency").

7 The parties agree as follows:

8 1. Recitals.

9 (a) City has an animal shelter and other facilities for
10 the handling of animals.

11 (b) Contracting Agency does not have an animal shelter
12 or other facilities to handle the impounding or disposal of
13 animals. City is agreeable to aid and assist Contracting Agency
14 by impounding, caring for and disposing of animals delivered to
15 the Animal Shelter by residents of or official representatives of
16 Contracting Agency according to the provisions of this agreement.

17 2. Impounding and Disposal of Animals. City shall, through
18 its Animal Control Department, accept, impound and dispose of
19 dogs, cats or other animals, which are delivered to City's Animal
20 Shelter pursuant to this agreement. Such animals shall include
21 all animals brought to the City Animal Shelter by an agent,
22 officer, or employee of Contracting Agency, and all cats and loose
23 or stray dogs brought to the City Animal Shelter by anyone from
24 within the incorporated area of Contracting Agency. Each person
25 delivering an animal shall sign a stub or delivery sheet. City
26 shall, for and on behalf of Contracting Agency, pursuant to
27 applicable laws, humanely kill, release to the owner, or otherwise
28 dispose of all animals received. No dog or cat shall be killed or

1 disposed of without an attempt to notify the owner if the owner is
2 known by City. No dog or cat shall be killed or disposed of
3 before 72 hours have elapsed from the time the dog or cat was
4 delivered to the Animal Shelter, unless the owner of the dog or
5 cat gives written authorization for earlier disposal. After the
6 72 hour period has elapsed, City is authorized to dispose of the
7 dog or cat in any manner permitted by law, including City
8 ordinances.

9 3. Warranty of Lawful Apprehension. Contracting Agency
10 warrants to the City that all animals impounded by its agents,
11 employees or other authorized representatives, have been
12 apprehended and impounded pursuant to existing laws.

13 4. Payment. Contracting Agency shall pay to City during the
14 period July 1, 1984 through June 30, 1985 for services provided
15 for in this agreement \$16.50 for any canine (dog or pup), and \$9.00
16 for any feline (cat or kitten) delivered to City by Contracting
17 Agency. Additionally, Contracting Agency shall pay to City for
18 livestock animals delivered to the City under the terms of this
19 agreement the following fees:

	DAILY BOARD AND CARE
20	
21	
22	
23	
24	
25	
26	
27	
28	
LARGE LIVESTOCK	\$4.00
Over 500 lbs.	
(Horses, Mules, Donkeys,	
Cattle, e.g.)	
MEDIUM LIVESTOCK	\$3.00
25 to 500 lbs.	
(Goats, Sheep, Pigs, e.g.)	
SMALL LIVESTOCK	\$2.00
Less than 25 lbs.	
(Rodents, Rabbits, Chickens,	
Geese, e.g.).	

1 City shall present a bill on or before the tenth day of each month
2 for the amount due. Said bill shall be paid by Contracting Agency
3 not later than the last day of the month in which billed.

4 5. Voluntary Disposal. City is authorized to accept a dog
5 or cat from its bona fide owner residing within the incorporated
6 area of Contracting Agency. In such cases no charge shall be made
7 against Contracting Agency for its disposal and the dog or cat
8 shall not be included in the total number of dogs or cats computed
9 pursuant to Paragraph 4 of this agreement. City may charge the
10 owner a fee not to exceed the fee City charges its own residents
11 for similar services.

12 6. Deputization. City officers, agents or employees shall
13 be deputized and authorized to collect Contracting Agency's
14 license, apprehension, shelter, and related penalty fees at the
15 Animal Shelter, as directed by Contracting Agency, for all animals
16 received under this agreement. City officers, agents, or
17 employees shall also collect the requisite sums for rabies
18 vaccinations where required. Such license forms and receipt books
19 as may be deemed necessary by Contracting Agency will be furnished
20 to City by Contracting Agency.

21 7. Funds Collected by City. Rabies vaccination deposits
22 shall be retained by City, and shall be refunded to the depositor
23 upon presentation of proof of vaccination. Fees for voluntary
24 disposal of dogs or cats shall be retained by City. All other
25 monies collected by City for Contracting Agency in connection with
26 this agreement shall be deposited in the City Treasury and shall
27 be paid to Contracting Agency on or before the tenth day of each
28 month for the month preceding.

8. Term. This agreement shall be for a term of one year commencing July 1, 1984.

9. Termination. This agreement may be terminated by either party upon 30 days notice. In the event of termination, the Contracting Agency's compensation to City shall be prorated to reflect the period during which the agreement is in effect.

IN WITNESS WHEREOF, the parties have executed this agreement
on the date first hereinabove written.

ATTEST:

CITY OF REDLANDS

By

Mayor

City/Clerk

Approved as to form:

City Attorney, City of
San Bernardino

ATTEST:

CITY OF SAN BERNARDINO

By

Mayor

City Clerk

Approved as to form:

City Attorney, City of
Redlands

1 RESOLUTION NO. 84-199

2 RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING THE
3 EXECUTION OF AN AGREEMENT WITH THE CITY OF REDLANDS RELATING TO
4 ANIMAL SHELTER SERVICES FOR FISCAL YEAR 1984-1985.

5 BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF
6 SAN BERNARDINO AS FOLLOWS:

7 SECTION 1. The Mayor of the City of San Bernardino is hereby
8 authorized and directed to execute on behalf of said City an
9 Agreement with the City of Redlands relating to animal shelter
10 services for fiscal year 1984-1985, a copy of which is attached
11 hereto, marked Exhibit "A" and incorporated herein by reference as
12 fully as though set forth at length.

13 I HEREBY CERTIFY that the foregoing resolution was duly
14 adopted by the Mayor and Common Council of the City of San
15 Bernardino at a Regular meeting thereof, held on
16 the 21 day of June, 1984, by the following vote,
to wit:

17 AYES: Council Members Castaneda, Dally, Hernandez,
18 Marks, Quil, Strickler
19 NAYS: None
20 ABSENT: Council Member Iniguez

21 SHAUNA CLARK
22 City Clerk

23 The foregoing resolution is hereby approved this 22 day
24 of June, 1984.

25 W. R. HOLCOMB
26 Mayor of the City of San Bernardino

27 Approved as to form:

28 Valerie P. Pina
City Attorney



CITY OF SAN BERNARDINO

POST OFFICE BOX 1318, SAN BERNARDINO, CALIFORNIA 92402

May 24, 1984

SHAUNA CLARK
CITY CLERK

City Clerk's Office
City of Redlands
Post Office Box 280
Redlands, California 92373

Gentlemen:

Enclosed are the original and two copies of an agreement with the City of San Bernardino regarding animal shelter services for fiscal year 1984-1985, which was adopted May 21, 1984.

Please execute all three agreements. It is imperative that said documents are returned to the City Clerk's Office, P. O. Box 1318, San Bernardino, California 92402, as soon as possible so we may finalize any necessary action.

Upon final execution by both parties, a copy of Resolution No. 84-199, together with the agreement, will be sent to you.

Sincerely,

Shauna Clark
SHAUNA CLARK
City Clerk

SC:fb

Enc. 3

Sent 6-20-84

