

1 A G R E E M E N T

2 (animal shelter)

3 THIS AGREEMENT is entered into this 1st day of July, 1981, 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. Hold Harmless. Contracting Agency shall indemnify,
10 defend and hold harmless City, its officers, agents and employees
11 from any liability or claim arising from the performance of any of
12 the provisions of this agreement.

13 4. Payment. Contracting Agency shall pay to City the sum of
14 \$12,219 for the period July 1, 1981 through June 30, 1982 for services
15 provided for in this agreement. Such compensation shall
16 constitute full payment for such services except as specified in
17 this agreement. Payment will be made in monthly installments of
18 one-twelfth of the full amount. Contracting Agency shall pay to
19 City, as additional compensation, the sum of \$12.00 for each dog
20 in excess of 1050 dogs delivered to the City under the terms of
21 this agreement during the period July 1, 1981 through June 30,
22 1982. Contracting Agency shall pay to City, as additional
23 compensation, the sum of \$7.00 for each cat in excess of 30 cats
24 delivered to the City under the terms of this agreement.
25 Additionally, Contracting Agency shall pay to City for livestock
26 animals delivered to the City under the terms of this agreement
27 the following fees:

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DAILY BOARD
& CARE

LARGE LIVESTOCK	\$4.00
Over 500 lbs.	
(Horses, Mules, Donkeys,	
Cattle)	
MEDIUM LIVESTOCK	\$3.00
25 to 500 lbs.	
(Goats, Sheep, Pigs)	
SMALL LIVESTOCK	\$2.00
25 lbs. or less	
(Rodents, Rabbits, Chickens,	
Geese).	

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

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

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

1 to City by Contracting Agency.

2 7. Funds Collected by City. Rabies vaccination deposits
3 shall be retained by City, and shall be refunded to the depositor
4 upon presentation of proof of vaccination. Fees for voluntary
5 disposal of dogs or cats shall be retained by City. All other
6 monies collected by City for Contracting Agency in connection with
7 this agreement shall be deposited in the City Treasury and shall
8 be paid to Contracting Agency on or before the tenth day of each
9 month for the month preceding.

10 8. Term. This agreement shall be for a term of one year
11 commencing July 1, 1981.

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

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

18 ATTEST:

19
20 *Maume Clark*
City Clerk

CITY OF SAN BERNARDINO

By *[Signature]*
Mayor

22 ATTEST:

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24 *Peggy A. Mosley*
City Clerk

CITY OF REDLANDS

By *[Signature]*
Mayor

25 Approved as to form:

26
27 *Paul F. Morby*
City Attorney

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) SS
3 CITY OF SAN BERNARDINO)

4 I, SHAUNA CLARK, City Clerk in and for the City of San
5 Bernardino, DO HEREBY CERTIFY that the foregoing and attached
6 copy of San Bernardino City Resolution No. 81-261 is a
7 full, true and correct copy of that now on file in this office.

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9 IN WITNESS WHEREOF, I have hereunto set my hand and
10 affixed the official seal of the City of San Bernardino this
11 22nd day of July, 1981.
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City Clerk

RESOLUTION NO. 81-261

RESOLUTION OF THE CITY OF SAN BERNARDINO AUTHORIZING THE
EXECUTION OF AN AGREEMENT WITH THE CITY OF REDLANDS RELATING TO THE
PROVISION OF ANIMAL SHELTER AND RELATED FACILITIES AND SERVICES.

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

SECTION 1. The Mayor of the City of San Bernardino is hereby
authorized and directed to execute on behalf of said City an
agreement with the City of Redlands relating to the provision of
animal shelter and related facilities and services, a copy of
which is attached hereto, marked Exhibit "A" and incorporated
herein by reference as fully as though set forth at length.

I HEREBY CERTIFY that the foregoing resolution was duly
adopted by the Mayor and Common Council of the City of San
Bernardino at a regular meeting thereof, held
on the 15th day of June, 1981, by the following
vote, to wit:

AYES: Council Members Castro, Dilly, Hernandez,
Batts, Hudson, Webb, Stickle
NAYS: None
ABSENT: None

Marion Clark
City Clerk

The foregoing resolution is hereby approved this 19th day
of June, 1981.

[Signature]
Mayor of the City of San Bernardino

Approved as to form:

[Signature]
City Attorney