

AGREEMENT

This Agreement is entered into by and between the City of Redlands (hereafter "Redlands") and the City of Highland (hereafter "Highland") for the provision of animal control services.

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

WHEREAS, Redlands desires to perform animal control services for Highland in accordance with the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the mutual promises contained herein it is agreed by the City of Redlands and the City of Highland as follows:

1. For Fiscal Year 1995-96, Highland shall pay Redlands the sum of \$105,032.42 for services provided under this Agreement. Such payment 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 \$26,258.11.
2. Redlands shall provide, through its Animal Control Department, those animal control services normally provided by the department, to Highland, which shall include, but not be limited to, the following specific functions:
 - a. The provision of six (6) hours per day, seven (7) days per week service. The six hours service shall take place between the hours of 7:30 a.m. and 7:00 p.m. and will be as dictated by the needs for service as determined by Redlands Animal Control Supervisor and Highland's City Manager.
 - b. Enforcement of all Highland ordinances pertaining to animals including the issuing of citations, as necessary, for violations of said ordinances, and requiring officers to appear in court as witnesses for Highland when required by subpoena. Such enforcement shall not include city attorney's services for prosecutions through the court system.
 - c. The Redlands Animal Shelter shall be available for use by residents of Highland during normal working hours of Monday through Friday 10:00 a.m. to 5:30 p.m., and on Saturdays from 10:00 a.m. to 4:30 p.m.; except for Redlands' designated holidays.
 - d. Impound all animals caught at large, and provide for the return of all licensed dogs whenever possible. Unlicensed dogs reclaimed from the shelter will be subject to a citation for no license or vaccination.
 - e. Quarantine, as prescribed by law, all animals suspected to be rabid.

Agreement with City of Highland
Animal Control Services
Page 2

- f. Investigate complaints of nuisance by animals, upon request, during routine patrol and reported dog bites.
 - g. Remove dead animals on the public right-of-way.
 - h. Provide information on Highland dog license issuance and renewal, and conduct clinics for the vaccination of dogs during the year. The specific dates for the clinics shall be approved by Highland and advertised in advance.
 - i. 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 requests to aid seriously injured animals; to impound dangerous, sick or injured animals, and attempts to locate stray biting animals and loose horses or cattle creating a hazard.
 - j. When requested, and schedule permitting, Redlands Animal Shelter employees will provide public information talks, related to this specialty, in Highland.
 - k. Submit monthly activity report to the City of Highland.
- 3. The Chief of Police/Poundmaster of Redlands shall have the discretion to determine any other level of service provided within Highland.
- 4. Redlands shall use its Municipal Code Section 3.16.040, or resolution number 5153, to establish the fees associated with the Animal Control Program. All revenues collected from Highland residents pursuant to Municipal Code Section 3.16.040 shall be retained by Redlands. All other fees collected for licensing and citations shall be remitted to Highland. Highland shall provide a program whereby dog licenses may be issued by mail and send renewal notices by mail to owners of currently licensed dogs together with an application for renewal.
- 5. All work performed by Redlands shall be performed in Redlands' city offices or at such locations as may be designated by the Chief of Police/Poundmaster of Redlands.
- 6. The term of this Agreement shall commence July 1, 1995 and end June 30, 1996. This Agreement may be terminated at any time, with or without cause, by Redlands or 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 occurring 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, Redlands shall refund any sum previously paid by 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 to the City Manager of the respective cities hereunder shall be given in writing by registered or certified mail, postage prepaid.

7. To facilitate the performance of its obligations under this Agreement, it is hereby agreed that Redlands shall have full cooperation and assistance from Highland, its officers, agents and employees.
8. For the purpose of performing said services in this Agreement, Redlands shall furnish all necessary materials and equipment. Notwithstanding the foregoing, it is agreed that in all instances wherein special supplies, stationery, notices, or forms must be issued in the name of Highland, these supplies shall be provided at Highland's sole cost and expense.
9. All persons employed in the performance of such services and functions for Highland shall be Redlands' employees.
10. Highland shall not be liable for the direct payment of any salary, wages, or other compensation to any Redlands' officer or employee performing services hereunder. Except as herein otherwise specified, Highland shall not be liable for compensation or indemnity to any Redlands officer or employee for injury or sickness arising out of his/her employment.
11. Highland shall indemnify, defend, and hold Redlands, its elected officials, officers, employees and agents harmless from any loss, costs, or expenses caused by the negligent or wrongful acts or omissions 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.
12. Redlands shall indemnify, defend, and hold Highland harmless from any and all causes of actions, damages, loss, costs, or expenses caused by the negligent or wrongful acts or omissions of Redlands officers, agents, and employees occurring in the performance of this Agreement to the extent that such liability is imposed on Highland by the provisions of Government Code Section 895.2.

13. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees.
14. This Agreement represents the entire agreement of the parties hereto as to the matters contained herein. This Agreement shall be renewed only by written agreement executed by the parties hereto.

CITY OF HIGHLAND



Mayor

June 27, 1995

Date

ATTEST:



Debbie L. Anderson
Deputy City Clerk

CITY OF REDLANDS

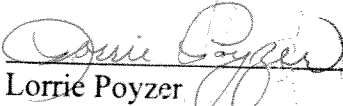


Mayor

June 20, 1995

Date

ATTEST:



Lorrie Poyzer
City Clerk