

## **AGREEMENT TO PROVIDE ANIMAL CONTROL FIELD SERVICES**

THIS AGREEMENT ("Agreement") is made and effective July 1st, 2021, by and between the City of Calimesa ("City") and the City of Beaumont ("Beaumont"). City and Beaumont are at times hereinafter collectively referred to as "Parties" or individually as a "Party".

### **RECITALS**

A. Beaumont has the personnel, experience, and equipment to provide animal control fieldservices under the direction of Beaumont's Chief of Police.

B. City has asked Beaumont to provide it with animal control field services. It is the purpose of this Agreement to set forth the terms and conditions by which Beaumont will do so.

### **AGREEMENT**

NOW, THEREFORE, the consideration hereinafter set forth and subject to and upon the terms,covenants and conditions of this Agreement, the Parties agree as follows:

1. **Scope of Basic Animal Services.** The purpose of this Agreement is for Beaumont to provide specified animal control services for the neighboring City of Calimesa at the sole cost and expense of Calimesa. Beaumont shall provide the following Basic Animal Services ("Services"):

a. A trained animal control field service officer ("ACO") on duty seven (7) days a week, between the hours of 7 a.m. and 5 p.m., which ACO shall be equipped with a motor vehicle suitable for the impoundment of small animals, including basic tools required to perform the Services.

b. Beaumont will provide City 24-hour access to Beaumont temporary kennels;

c. Beaumont will provide a 24-hour Call Center to which City residents may call for the Services;

d. Beaumont will provide access for City residents to periodic animal licensing clinics in the City of Beaumont;

e. Beaumont will directly bill and retain fees and charges to City recipients of the Services; and

f. Beaumont will provide recordkeeping services, including animal licenses.

2. **Afterhours Emergency Services.** City may request emergency services between the hours of 5 p.m. and 7 a.m. from Beaumont. Beaumont will provide such emergency services according to its standard policies in effect from time to time.

Determination of what constitutes an "emergency" shall be made by Beaumont based on the specific facts of the incident and the need for an ACO.

3. **Compensation.** City shall pay to Beaumont the sum of FORTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS (\$48,289.00) per service year for the Services provided hereunder. Assuming there is a third-year option, the City shall pay to Beaumont the sum of FORTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-NINE DOLLARS (\$48,289.00) for the Services provided hereunder. Beaumont shall bill City in advance on a quarterly basis in writing. It is the intent of City and Beaumont to provide full cost recovery to Beaumont for services provided under this Agreement. City shall pay invoices under this Agreement within thirty (30) days after receipt from Beaumont. Beaumont has caused a detailed cost of service study to be performed pursuant to which the compensation in this Agreement was determined.

4. **Fees and Charges.** Beaumont shall attempt to collect from City recipients of animal control services such fees and charges as are lawfully imposed for the impoundment, boarding, and adoption of animals. When collected, Beaumont shall retain the collected amount. City does not guaranty collection of such charges which shall be at the risk of Beaumont.

5. **Term of Agreement.** The initial term of this Agreement shall be for two (2) years with one automatic renewal period of one (1) year unless terminated sooner as provided in Section 6.

6. **Termination.** City or Beaumont may terminate this Agreement at any time, upon 30-days prior written notice; provided, however, that City shall pay for all services rendered to City prior to the date of termination.

7. **City Liaison.** In order to ensure smooth operation of the services provided hereunder, City and Beaumont each agree to appoint a representative who shall be responsible for coordinating the implementation of this Agreement.

**Beaumont Appointment:** Beaumont appoints the Chief of Police as its representative who may be contacted as follows:

Sean Thuilliez, Chief of Police  
Beaumont Police Department  
660 Orange Avenue  
Beaumont, CA 92223  
Telephone: 951-769-8500

**City Appointment:** City appoints City Manager as its representative who maybe contacted as follows:

Bonnie Johnson, City Manager  
908 Park Avenue  
Calimesa, CA 92320  
Telephone: 909-795-9801, ext. 231

8. **Notices.** Any notice, payment, statement, or demand required or permitted to be given hereunder by either Party to the other shall be effected by personal delivery in

writing or by mail, prepaid postage. Mailed notices shall be addressed to the Parties at the addresses appearing in section 7 above but each Party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

9. **Indemnification.** Nothing in the provisions of this Agreement is intended to create duties or obligations to, or rights in third parties not party to this Agreement or affect the legal liability of either Party to this Agreement, by imposing any standard of care respecting the regulation and enforcement of laws regarding animals different from the standard of care imposed by law. It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by Beaumont under or in connection with any work, authority or jurisdiction delegated to Beaumont under this Agreement. It is also understood and agreed that pursuant to Government Code 895.4, Beaumont shall defend, indemnify and save harmless City, all officers, and employees from all claims, suits or actions of every name, kind, and description brought forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by Beaumont under this Agreement except as otherwise provided by Statute. It is understood and agreed that neither Beaumont nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by City under or in connection with any work, authority or jurisdiction delegated to City under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, City shall defend, indemnify and save harmless Beaumont, all officers and employees from all claims, suits or actions of every name, kind and description brought forth on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to City under this Agreement except as otherwise provided by Statute.

10. **Status of the Parties' Officers/Employees/Agents.** Neither Party's officers, employees, agents, partners, other contractors, or subcontractors shall be deemed to be employees of the other Party at any time. Nothing in this Agreement shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor, or subcontractor of the other Party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, or any other benefits which inures to or accrues to an employee of the other Party. The only performance and rights due the other Party are those specifically stated in this Agreement.

11. **Governing: Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Additionally, this Agreement has been formed and shall be performed in Riverside County; the venue for any legal action on the Agreement shall be in Riverside County.

12. **Entire Agreement.** This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the Parties.

13. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

15. **Captions.** The captions to the various clauses of this Agreement are for information purposes only and shall not alter the substance of the terms and conditions of this Agreement.

16. **Authorization.** Each of the Parties represents and warrants to the other that this agreement has been duly authorized by all necessary corporate or governmental action on the part of the representing Party and that this Agreement is fully binding on such Party.

17. **Attorneys' Fees.** In the event of litigation between Beaumont and City to enforce any of the provisions of this Agreement or any right of either Party hereto, the unsuccessful Party to such litigation agrees to pay the prevailing Party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such litigation.

18. **Amendments to this Agreement.** From time-to-time, City and Beaumont may determine that the provision of services hereunder could be improved, made more efficient, expanded or may be subject to additional salaries or costs. Therefore, the Parties agree to meet and confer at the request of either Party and to negotiate in good faith such reasonable amendments to this Agreement as the Parties deem appropriate to address the forgoing issues.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following authorized officials.

CITY OF BEAUMONT

CITY OF CALIMESA

By: \_\_\_\_\_  
Mike Lara, Mayor

By:   
William Davis, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Steven Mehlman, City Clerk

By:   
Darlene Gerdes, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

By:   
Quinn Barrow, City Attorney