



REVISED
AGENDA MATERIAL
For Item No. 14

Meeting Date: **May 14, 2024**

Item Number: **14**

Item Description: **Contract with San Bernardino County for Animal Care and Control Services for Fiscal Year 2024/2025 with an Option to Extend for Two (2) Additional Years**

Submitted by: **Lawrence Mainez, Community Development Director**

Attached is the revised contract to the staff report. Four (4) words missing as a result of the back-and-forth redlining during agency comments on page 5 of the staff report (Page 2 of 9 Section A4 & A7 of the contract).

- A.2** To facilitate the performance of functions as provided for in this Contract, it is hereby agreed that each party shall provide full cooperation and assistance to the other party.
- A.3** Notwithstanding anything herein stated, it is agreed that in all instances wherein special supplies, stationery, notices, forms, and the like must be issued in the name of one of the parties, the same shall be supplied by said party at its own expense.
- A.4** In the performance of this Contract, each party, its agents, and employees, shall act in an independent capacity and not as officers, employees, or agents of the other party.
- A.5** Without the prior written consent of the other party, this Contract is not assignable by either party either in whole or part.
- A.6** City agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed or represent the City. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of City. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. County will provide definitions of these categories to City.
- A.7** Inaccuracies or Misrepresentations
- If during the course of the administration of this Contract, either party determines that the other party has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to it, this Contract may be immediately terminated by the other party. If this Contract is terminated according to this provision, the other party is entitled to pursue any available legal remedies.
- A.8** Both parties shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract.
- A.9** Each party shall notify the other party in writing of any change in mailing address within ten (10) days of address change.
- A.10** If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Paragraph D.1 of this Section, "Indemnification."

B. COUNTY RESPONSIBILITIES

- B.1** Through its Public Health Department, or other such agency as the Board of Supervisors may designate, County shall provide the City with animal control services normally provided by the County Public Health Department to the unincorporated area of the County. Such services shall include, but are not limited to, public education and those services and functions performed under Highland Municipal Code Title 6, Chapter, 6.04, as of the date of this Contract or as later amended. City recognizes and agrees that the County only has the authority under this Contract to enforce within the corporate limits of the City, state law and Highland Municipal Code Title 6, Chapter 6.04.
- B.2** The County hereby agrees to provide the following specific functions: