

RESOLUTION NO. 96-57

A RESOLUTION OF THE RIDGECREST CITY COUNCIL
AUTHORIZING THE MAYOR TO SIGN THE ANIMAL
CONTROL CONTRACT WITH THE KERN COUNTY
HEALTH DEPARTMENT FOR ANIMAL CONTROL
SERVICES RENDERED TO THE COUNTY BY THE
RIDGECREST POLICE DEPARTMENT ANIMAL
CONTROL SHELTER FOR THE TERM 1 JULY 1996,
THROUGH 30 JUNE 1998.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
RIDGECREST as follows:

WHEREAS, the County of Kern Health Department has requested the City of
Ridgecrest the County of Kern Health Department enter into a Joint Powers Agreement
per Government Code Section 6500, and;

WHEREAS, the two agencies agree to the terms and conditions set forth within
the Joint Powers Agreement for Animal Control Services provided by the City for the
County, and;

WHEREAS, the agreement as set forth shall be for a period commencing on July
1, 1996, and terminate on June 30, 1998, and;

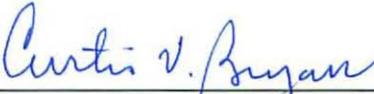
APPROVED AND ADOPTED THIS 17th day of July, 1996, by the following vote:

Ayes: Mayor Bryan, Council Members Auld, Bitney, and Lalor.

Noes: None.

Abstain: None.

Absent: Council Member Parode.



Curtis V. Bryan, Mayor

ATTEST:



Pamela Bartlett, City Clerk

JOINT POWERS AGREEMENT

FOR

ANIMAL CONTROL SERVICES

(County - City of Ridgecrest)

THIS AGREEMENT is made and entered into this 16th day of August, 1996, by and between the County of KERN, (hereinafter "COUNTY"), and the City of Ridgecrest, a California municipal corporation (hereinafter "CITY").

W I T N E S S E I H

WHEREAS, COUNTY and CITY entered into Agreement #303-96 for Animal Control Services dated June 18, 1996, which expires June 30, 1996; and

WHEREAS, pursuant to Government Code Section 6500, two or more public agencies by agreement may jointly exercise any power common to the contracting parties; and

WHEREAS, COUNTY and CITY desire to enter into an additional Agreement concerning the performance of animal control services.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto mutually agree as follows:

1. TERM.

a. Unless sooner terminated as provided for herein, the term of this Agreement shall be for the period commencing on July 1, 1996, and terminate on June 30, 1998.

b. Notwithstanding the provisions of this section hereinbefore set forth, either party may terminate this Agreement upon giving notice in writing to the other party of not less than ninety (90) days prior to the date of such termination.

2. SPACE. CITY shall provide approximately one hundred (100) square feet of office space to COUNTY in the Ridgecrest Animal Shelter Office located at 411 San Bernardino Road in Ridgecrest to allow County Animal Control Officer sufficient work space. Such area shall include desk and file cabinet area. It shall be the responsibility of COUNTY to provide furniture and telephone for COUNTY use.

3. SERVICES.

a. COUNTY shall have use of the Ridgecrest Animal Shelter facility (hereinafter "Shelter") located at 411 San Bernardino Road in Ridgecrest for impounding, euthanasia and disposal of animals as may be required to carry out its duties and responsibilities.

b. CITY shall maintain Shelter in a humane manner, keep said premises in a sanitary condition at all times, furnish all services hereunder in accordance with the laws of the State of California, provision of the Kern County Ordinance Code and the Kern County Animal Control Services Procedures manual (hereinafter "Procedures").

c. CITY will receive, record and distribute immediately to the COUNTY any and all complaints involving animal control service requests received from citizens of the unincorporated area of the Indian Wells Valley as more particularly described in the map attached as Exhibit "A" incorporated herein by this reference. Upon receipt of such animal control service requests, County Animal Control Officers shall respond in the manner and priority prescribed in Procedures.

d. CITY agrees to provide emergency call out animal control services to the unincorporated area of the Indian Wells Valley as more particularly described in Exhibit "A".

1) An emergency call out is defined as a request for service at any time when the County Animal Control Officer is not on regular or standby duty.

2) CITY will respond to such calls on bite cases, injured animals and for assistance from law enforcement agencies.

4. COMPENSATION.

a. For space and services provided by the CITY to the COUNTY as described in Paragraphs 2 and 3 above, the COUNTY will reimburse the CITY in the amount of TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500) per year.

b. The maximum amount payable over the term of this Agreement shall not exceed FIFTY-SEVEN THOUSAND DOLLARS (\$57,000).

c. CITY shall submit claims for payment to the COUNTY's Health Department on the COUNTY's Claim for Payment form (395-5288) on a quarterly basis within 30 days following the end of each quarter.

5. ADMINISTRATION.

a. CITY shall keep accurate, full and complete records of all animals impounded by or for the COUNTY.

b. Such records shall include the date and location of capture, duration of impoundment, date and method of disposition, fee collected and any other such information as mutually agreed by the City Administrator and the Kern County Director of Public Health Services.

c. Spay and Neuter deposits required by State Law and County Ordinance shall be separately designated for reimbursement to animal owners and/or veterinarians for services rendered. Such records shall be made available for inspection by duly authorized agents and representatives of COUNTY at the shelter during normal operating hours.

6. LICENSING. CITY and COUNTY each shall supply, sell and maintain license tags and records for their own individual jurisdictional areas and honor licenses issued by each entity until the proper expiration date.

7. INDEMNIFICATION.

a. COUNTY shall defend, indemnify, protect and hold harmless the CITY, its officers, agents and employee, from and against any and all claims, demands, damages, or liabilities, cost or expense for any damages caused by any willful or negligent act, or omission to act, by COUNTY, its officers, agents or employees in connection with the performance of this Agreement.

b. CITY shall defend, indemnify, protect and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages or liabilities, cost or expense for any damages caused by any willful or negligent act, or omission to act, by CITY, its officers, agents or employees in connection with the performance of this Agreement.

8. INCORPORATION OF PRIOR AGREEMENTS.

a. This Agreement supersedes and nullifies any and all prior Agreements concerning animal control services between CITY and COUNTY.

b. This Agreement may be modified in writing only, signed by the parties hereto.

9. NOTICES. All notices herein provided to be given, or which may be given, shall be deemed to have been given when made in writing and deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To the COUNTY:

COUNTY OF KERN
Attn: Clerk of the Board
1115 Truxtun Avenue
Bakersfield, CA 93301

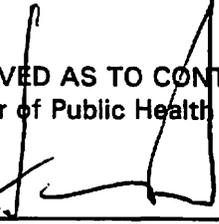
KERN COUNTY HEALTH DEPARTMENT
Director of Public Health Services
1700 Flower Street
Bakersfield, CA 93305

To the CITY:

City of Ridgecrest
100 W. California Avenue
Ridgecrest, CA 93555

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

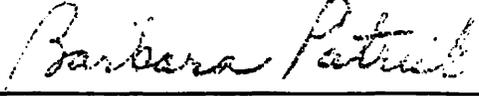
APPROVED AS TO CONTENT:
Director of Public Health Services

By 

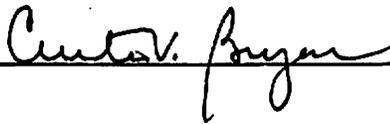
APPROVED AS TO FORM:
Office of County Counsel

By 

COUNTY OF KERN

By 
Chairman, Board of Supervisors

CITY OF RIDGECREST

By 

APPROVED AS TO FORM:
Office of City Counsel

By 

