

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew Fertal
Dept.: City Manager
Subject: CONTRACT WITH COUNTY OF ORANGE
FOR ANIMAL CARE SERVICES

From: Maria Stipe
Dept.: City Manager
Date: November 25, 2008

OBJECTIVE

To convey the attached agreement with the County of Orange for animal care services for City Council consideration.

BACKGROUND

The City has contracted with the County to provide animal care services since July 1982. The services provided include animal control services, animal care special services, and animal shelter services. Animal control services are those services provided by animal care officers in the field, including the apprehension of stray animals and the investigation of animal related complaints. Special services consist primarily of licensing animals and animal related facilities. Animal shelter services are those services provided by the animal shelter, including the impounding of animals. In June 2007, the County additionally began providing barking dog complaint services.

Until 1989, there were no direct charges to the City for provision of these services, with the County using fee, fine and forfeiture funds to offset their cost. Since 1989, however, the County has required that cities pay the full cost for animal care services, less the amount that is collected from city residents in the form of fees for services.

The charge to the City for animal care services is based on the City's level of use. For field services, the City is charged a portion of the total cost of providing field services in the County, based on the City percentage of the total field actions performed. The charges for special services are based on the City's proportion of total animal licenses. For animal shelter services, the City is charged on the basis of animal charge days for animals impounded from within City limits, or received from City residents. The City's cost for barking dog complaint services is determined by applying the City's percentage of barking dog complaints to the total cost of providing these services.

DISCUSSION

The attached agreement provides for animal care services from January 1, 2009 to June 30, 2009, at an estimated cost of \$532,540. The agreement is substantially the

CONTRACT WITH COUNTY OF ORANGE
FOR ANIMAL CARE SERVICES
November 25, 2008
Page 2

same as the prior year's agreement except that the term is for a 6-month period and a provision has been added, which allows the agreement to be automatically renewed each July for 12 additional months, provided no notice of termination has been given by either the City or the County.

Contracting with the County for animal care services is the only feasible option at this time because there is no adequate alternative shelter space available from either the private sector or other public agencies that would allow the City to operate its own animal services. Nevertheless, staff will continue to monitor and explore animal care alternatives as they may become available in the future.

FINANCIAL IMPACT

The contract is projected to cost the City \$532,540 for the 6-month period, January 1, 2009 through June 30, 2009. The estimated cost for the full 2008-09 fiscal year is \$825,327, representing a \$98,722 (8.8%) increase over last year's full-year cost. Funds for these services are included in the 2008-09 budget.

COMMUNITY VISION IMPLEMENTATION

Not applicable.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement with the County of Orange for the provision of animal care services, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.



MARIA STIPE
Assistant to the City Manager

Attachment 1 – Agreement With the County for Provision of Animal Care Services

Recommended for Approval



Matthew Fertal
General Manager

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A and B, attached hereto and incorporated herein by
3 reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of
4 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No
5 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless
6 made in writing and formally approved and executed by both COUNTY and CITY.
7

8 **II. INDEMNIFICATION AND INSURANCE**

9 A. CITY agrees to indemnify, defend and hold COUNTY, its elected and appointed officials,
10 officers, employees, agents and those special districts and agencies for which COUNTY's Board of
11 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
12 demands, including defense costs, or liability of any kind or nature, including but not limited to personal
13 injury or property damage, arising from or related to the services, products or other performance
14 provided by CITY pursuant to this Agreement. If judgment is entered against CITY and COUNTY by a
15 court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
16 INDEMNITEES, CITY and COUNTY agree that liability will be apportioned as determined by the
17 court. Neither party shall request a jury apportionment.

18 B. COUNTY agrees to indemnify, defend and hold CITY, its elected and appointed officers,
19 employees, agents, directors, members, shareholders and/or affiliates harmless from any claims,
20 demands, including defense costs, or liability of any kind or nature, including but not limited to,
21 personal injury or property damage, arising from or related to the services, products or other
22 performance provided by COUNTY pursuant to this Agreement. If judgment is entered against
23 COUNTY and CITY by a court of competent jurisdiction because of the concurrent active negligence of
24 CITY, COUNTY and CITY agree that liability will be apportioned as determined by the court. Neither
25 party shall request a jury apportionment.

26 C. Each party agrees to provide the indemnifying party with written notification of any claim
27 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
28 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
29 each party shall cooperate with the indemnifying party in its defense.

30 D. Without limiting CITY's indemnification, CITY warrants that it is self-insured or shall maintain
31 in force at all times during the term of this Agreement, the policy or policies of insurance covering its
32 operations, placed with reputable insurance companies. Upon request by ADMINISTRATOR, CITY
33 shall provide evidence of such insurance.

34 E. Without limiting COUNTY's indemnification, COUNTY warrants that it is self-insured or shall
35 maintain in force at all times during the term of this Agreement, the policy or policies of insurance
36 covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY
37 shall provide evidence of such insurance.

1 **III. NOTICES**

2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or
6 CITY;

7 2. When FAXed, transmission confirmed;

8 3. When sent by electronic mail; or

9 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
10 Service, or other expedited delivery service.

11 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
12 otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission
13 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
14 Service, or other expedited delivery service.

15 C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming
16 aware of any occurrence of a serious nature, which may expose either party to liability. Such
17 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
18 damage to any COUNTY property in possession of CITY.

19 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
20 ADMINISTRATOR.

21 **IV. SEVERABILITY**

22
23 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
24 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
25 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
26 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
27 in full force and effect, and to that extent the provisions of this Agreement are severable.

28
29 **V. STATUS OF THE PARTIES**

30 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly
31 responsible for the manner in which it performs the services required of it by the terms of this
32 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that
33 party. This Agreement shall not be construed as creating the relationship of employer and employee, or
34 principal and agent, between COUNTY and CITY or any of either party's employees, agents,
35 consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its
36 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the
37 course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be

1 entitled to any rights or privileges of the other party's employees and shall not be considered in any
2 manner to be employees of the other party.

3
4 **VI. TERM**

5 A. The term of this Agreement shall commence as specified on Page 3 of this Agreement.

6 B. The term of this Agreement shall be automatically renewed each July for twelve (12) additional
7 months, provided no notice of termination has been given by either CITY or COUNTY in accordance
8 with the Termination paragraph of this Agreement.

9
10 **VII. TERMINATION**

11 A. Either party may terminate this Agreement, without cause, upon six (6) months written notice
12 given to other party.

13 B. Both parties shall be obligated to perform such duties as would normally extend beyond this
14 term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
15 reporting and accounting.

16 C. Any obligation of COUNTY under this Agreement is contingent upon the inclusion of sufficient
17 funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In
18 the event such funding is subsequently reduced or terminated, COUNTY may terminate this Agreement
19 upon thirty (30) calendar days written notice given to CITY.

20
21 **VIII. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
23 including, but not limited to, any subcontractors or any clients provided services hereunder.

24
25 **IX. WAIVER OF DEFAULT OR BREACH**

26 Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any
27 breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach.
28 Waiver of any default or any breach shall not be considered a modification of the terms of this
29 Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.


3 CITY OF GARDEN GROVE , a municipal corporation
4

5
6 BY: _____ DATED: _____
7 MAYOR

8
9 ATTEST:

10
11
12 BY: _____ DATED: _____
13 CITY CLERK

14
15 APPROVED AS TO FORM:

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17
18 BY:  _____ DATED: 11/13/08
19 CITY ATTORNEY

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24 COUNTY OF ORANGE

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26 BY: _____ DATED: _____

27
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29 TITLE: _____

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31
32 APPROVED AS TO FORM:
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY:  _____ DATED: 10-27-08
37 DEPUTY

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 OC ANIMAL CARE SERVICES
4 WITH
5 CITY OF GARDEN GROVE
6 JANUARY 1, 2009 THROUGH JUNE 30, 2009

7
8 **I. DEFINITIONS**

9
10 A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing
11 Animal Care Services to CITY pursuant to this Agreement.

12 B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of
13 COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY,
14 the estimated cost of the services, and the effective date.

15 C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as
16 specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.

17 D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by
18 COUNTY to CITY pursuant to this Agreement.

19 E. "Fiscal Year" means a twelve (12)-month period from July through June.

20 F. "Net Cost" means Actual Cost minus Fee Revenue.

21 G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service
22 category.

23
24 **II. SERVICES TO BE PROVIDED BY COUNTY**

25 A. ANIMAL CARE NOTICE OF INTENT

26 1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified
27 below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide
28 during the next Fiscal Year.

29 2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of
30 Intent which shall include, but not be limited to, a list of Animal Care Services COUNTY agrees to
31 provide, estimated costs for said services, and the start date for those services. COUNTY shall provide
32 the Animal Care Services specified in the Animal Care Notice of Intent signed by both
33 ADMINISTRATOR or designee, and an authorized representative of CITY.

34 3. Upon mutual agreement of CITY and COUNTY, COUNTY may prepare a new or amended
35 Animal Care Notice of Intent at any time, may change due dates specified in subparagraph II.A.1. and
36 II.A.2. of Exhibit A to this Agreement, and may modify the format of the Animal Care Notice of Intent
37 attached to this Agreement as Exhibit B.

1 B. ANIMAL CARE SERVICES – COUNTY provides the following seven (7) categories of
2 Animal Care Services. Each category of service includes Service Details which may be added or
3 changed by ADMINISTRATOR upon six (6) months prior notification to CITY. COUNTY shall
4 provide to CITY the Animal Care Services specified on the most current, Animal Care Notice of Intent
5 for the Fiscal Year, signed in accordance with subparagraph II.A.2. of this Exhibit A to the Agreement.

6 1. ANIMAL CONTROL SERVICES – Animal Control Services include, but are not limited
7 to, emergency response service; patrolling; impounding of stray animals and of owner-released animals;
8 animal cruelty investigations; animal bite investigations; citation issuance; field release to owner and
9 impound fee collection for impounded animals; quarantine activities including home checks of animals
10 involved in bites; site inspections required to comply with vicious dog ordinances; emergency
11 transportation of injured, impounded animals to a veterinarian; impounding of deceased animals for
12 disposal; responses to requests for assistance from law enforcement and CITY officials regarding
13 suspected criminal activities or zoning violations related to animals; advice to residents regarding
14 wildlife management or other animal concerns, not to include wildlife eradication or relocation services;
15 injured wildlife pick-up; animal license issuance and renewal, fee collection and payment services;
16 customer support regarding animal licensing; animal license billing; and delinquent animal license
17 follow-up; assistance to residents regarding potentially dangerous and/or vicious animals; impound data
18 entry; and impound animal photography.

19 2. ANIMAL CARE SPECIAL SERVICES

20 a. Animal Care Special Services include, but are not limited to animal license issuance
21 and renewal; fee collection and payment services; customer support regarding animal licensing; animal
22 license billing; delinquent animal license follow-up; animal field canvassing to locate and license
23 unlicensed animals; inspection of animal-related businesses in CITY jurisdiction in response to
24 complaints and in accordance with COUNTY established inspection schedules; and when applicable,
25 issuance of animal permits for private homes.

26 b. The number of hours of canvassing provided to CITY by COUNTY will be prorated
27 based on available canvassing hours and CITY percentage of costs of Animal Care Services received by
28 CITY during the previous Fiscal Year. At sole discretion of COUNTY, COUNTY may provide
29 canvassing services to cities that did not receive canvassing services in the previous Fiscal Year.
30 COUNTY may change its methodology for allocating canvassing hours upon six (6) months prior
31 notification to cities.

32 3. ANIMAL CARE SHELTER SERVICES

33 a. Animal Care Shelter Services include, but are not limited to, retention of impounded
34 animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner
35 identification; contact of owners when animals are wearing identification; sale or release of impounded
36 animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public
37 education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are

1 neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards
2 established by the California Veterinary Medical Board; and necropsies on animals that die under
3 suspicious circumstances or at the request of law enforcement.

4 b. CITY may request additional retention days for healthy, non-aggressive impounded
5 animals. Additional retention days will be offered to CITY upon written approval by COUNTY's
6 OC Community Resources Director, or designee, on a space available basis only.

7 c. COUNTY agrees to maintain its Shelter in a humane manner, keep said premises in a
8 clean condition at all times, and use humane methods of care.

9 d. No animals may be donated, sold or otherwise released for the purposes of
10 experimentation, research or vivisection.

11 4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include,
12 but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding
13 barking dog complaints, issuance of citations, and administrative hearings in response to complaints
14 received by COUNTY for barking dogs within jurisdiction of CITY.

15 5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not
16 limited to, animal license issuance and renewal, fee collection and payment services; customer support
17 regarding animal licensing; animal license billing; and delinquent animal license follow-up.

18 6. CITY LICENSE SERVICES

19 a. City License Services include, but are not limited to, issuance of CITY animal licenses
20 at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY.
21 COUNTY shall provide quarterly licensing reports to CITY.

22 b. CITY shall make its best effort to provide updated animal licensing information to
23 COUNTY.

24 7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited
25 to, data entry of impound information for each live or deceased animal from CITY, impound animal
26 photography for each live animal, owner notification of impounded animal, and posting of animal
27 photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged
28 by COUNTY.

29 C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services.
30 COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior
31 notification given to CITY.

32 D. Animals which are being retained for criminal prosecutions, except for violations of animal
33 control regulations and/or ordinances pursuant to this Agreement, are not to be construed as held
34 pursuant to the services provided under this Agreement; housing will be provided at the discretion of
35 COUNTY and at COUNTY's usual and customary charges for such housing.

36 E. To facilitate the performance of services, COUNTY shall have full cooperation and assistance
37 from CITY, its officers, agents and employees.

1 **III. PAYMENTS**

2 **A. BASIS FOR PAYMENT**

3 1. CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in
4 Animal Care Notice of Intent for CITY signed in accordance with subparagraph II.A. CITY Net Costs
5 may include services/supplies procured but not yet delivered within the Fiscal Year.

6 2. The methodology for determining CITY's Actual Cost of Animal Care Services shall be
7 provided to CITY annually in accordance with the Reports paragraph of this Agreement. The most
8 recent animal care services fees approved by the County of Orange Board of Supervisors shall be used in
9 determining CITY's Actual Cost of Animal Care Services.

10 3. COUNTY shall record and retain all Fee Revenue derived from providing Animal Care
11 Services to CITY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care
12 Services. COUNTY shall have all fee collection powers of CITY and shall receive full cooperation
13 from CITY to enable efficient enforcement of fee collection.

14 **B. PAYMENT SCHEDULE**

15 1. Each Fiscal Year, CITY shall pay COUNTY in arrears for the Net Cost of Animal Care
16 Services provided in accordance with the following payment schedule. Billings are due from COUNTY
17 to CITY within thirty (30) calendar days following the three-month Period specified below.

<u>Period</u>	<u>Billing Due</u>	<u>Payment Due</u>
July 1 through September 30	October 30	November 25
October 1 through December 31	January 30	February 25
January 1 through March 31	April 30	May 25
April 1 through June 30	July 30	August 25

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25 2. If payment is not received by COUNTY by the payment due date specified above in
26 subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service
27 under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

28 3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.
29

30 **IV. FINANCIAL/OPERATIONAL ADVISORY BOARD**

31 The parties agree that there shall be a Financial/Operational Advisory Board to advise COUNTY's
32 Director of OC Animal Care on financial and operational matters, to assess cost options, and to
33 communicate with the Orange County City Managers Association. The Financial/Operational Advisory
34 Board shall be made up of seven (7) members, six (6) members appointed by the Orange County City
35 Managers Association and one (1) member appointed by COUNTY. COUNTY may change the
36 membership configuration of the Financial/Operation Advisory Board upon twelve (12) months written
37 notification to CITY.

1 **V. LAWS AND REGULATIONS**

2 A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements
3 related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall
4 enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services
5 provided by COUNTY to CITY may be changed to comply with said laws, regulations, and
6 requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact
7 Animal Care Services provided through this Agreement.

8 B. Upon mutual agreement between COUNTY and CITY, COUNTY will continue to enforce
9 existing animal care ordinances that COUNTY enforced within CITY jurisdiction during the period
10 July 1, 2007 through June 30, 2008. If COUNTY did not contract with CITY for animal care services
11 during the period July 1, 2007 through June 30, 2008, COUNTY and CITY shall identify CITY animal
12 care ordinances that can be enforced by COUNTY.

13 C. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care
14 Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY
15 ordinances which apply to said service, including but not limited to, those related to fees.
16 ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is
17 unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of
18 CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend
19 provision of one or all Animal Care Services to CITY or may terminate this Agreement.

20 D. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of
21 COUNTY animal care ordinances. COUNTY may enforce the provisions of, and issue citations for
22 violations pursuant to, CITY's codified ordinances.

23 E. CITY shall notify COUNTY of its intent to add, amend, or delete any CITY animal care
24 ordinance at least ninety (90) calendar days in advance of its addition, amendment, or deletion.

25 F. CITY may request that specific ordinances adopted by COUNTY not be enforced in CITY.
26 Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar
27 days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if
28 they are not in conflict with state statutes and do not endanger public health. COUNTY shall notify
29 CITY, in writing, of COUNTY's decision regarding the requested exclusion.

30 G. COUNTY's OC Community Resources Director, or designee, may provide assistance to CITY
31 in defining the manner in which enforcement of a new or amended animal care ordinance would be
32 provided by COUNTY. Requests for assistance must be made in writing and received by COUNTY
33 ninety (90) calendar days prior to the requested implementation of the service. If the cost of such service
34 can be delineated and accommodated by COUNTY, COUNTY will send an amended Animal Care
35 Notice of Intent to CITY which will include reference to the CITY ordinance.

36 H. CITY will reimburse COUNTY for ordinance enforcement, as specified in the Payments
37 Paragraph of this Agreement.

1 **VI. REPORTS**

2 A. Each Fiscal Year, COUNTY shall provide to CITY written, quarterly reports of Animal Care
3 Services revenue and expenses for each period specified below. Said reports will be due to CITY within
4 thirty (30) calendar days of the month following the reporting period, in accordance with the schedule
5 below:

6

<u>Period</u>	<u>Reports Due</u>
7 July 1 through September 30	October 30
8 October 1 through December 31	January 30
9 January 1 through March 31	April 30
10 April 1 through June 30	July 30

11

12

13 B. Each Fiscal Year, COUNTY shall provide the following Animal Care Services reports to CITY
14 by July 30:

15 1. A payment methodology report for Animal Care Services to be provided by COUNTY
16 during the next Fiscal Year and

17 2. A Fiscal Year intake and outcome report.

18 C. COUNTY may change the due dates for reports specified in subparagraphs VI.A. and VI.B.
19 above upon six (6) months written notification to CITY.

20

21 **VII. RECORDS**

22 A. All records created or received by COUNTY in accordance with the performance of COUNTY
23 services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such
24 form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for
25 examination by CITY at all reasonable times.

26 B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed
27 animal upon demand without additional expense or cost to CITY. Any such information requested which
28 is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to
29 government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a
30 "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and
31 understand that this procedure is required by the Public Records Act and necessitated to permit CITY to
32 obtain the information required for its use, and to allow COUNTY to disclose said information. Upon
33 receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of
34 such records, and permitted by state law to disclose them voluntarily.

35 //
36 //
37 //

1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 OC ANIMAL CARE SERVICES
4 WITH
5 CITY OF GARDEN GROVE
6 JANUARY 1, 2009 THROUGH JUNE 30, 2009

7
8 **ANIMAL CARE NOTICE OF INTENT**
9

10 This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by
11 COUNTY for the Period: January 1, 2009 through June 30, 2009. COUNTY agrees to provide to the
12 City of Garden Grove the following Animal Care Services beginning January 1, 2009:

13
14 Animal Control Services
15 Animal Care Special Services
16 Animal Care Shelter Services
17 Barking Dog Complaint Services
18

19
20 The total estimated cost for Animal Care Services specified above is \$532,540.

- 21 This is a new Animal Care Notice of Intent for the Period indicated above.
22 This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated
23 above.
24

25 Significant Changes Since the Previous Animal Care Notice of Intent:
26
27 _____
28 _____
29 _____

30 To the best of my knowledge, this notice specifies the Animal Care Services to be provided by
31 COUNTY.
32

33
34 _____
35 City of Garden Grove Representative and Title

_____ Date

36
37 _____
OC Animal Care Director

_____ Date