

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.23
(ID # 4877)

MEETING DATE:

Tuesday, August 29, 2017

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Ratify Agreement 17-009 between the City of Desert Hot Springs and the County of Riverside Department of Animal Services for animal field services to the City. [District 4]; [\$12,019 - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify 17-009 animal field services agreement with the City of Desert Hot Springs, for the period of July 1, 2017 through July 31, 2017, renewable automatically in one month increments through June 30, 2018, if mutually agreed upon by city and county; and
2. Authorize the Chairperson to execute the agreements and direct the Clerk of the Board to return one executed copy to DAS-Riverside Animal Shelter for distribution.

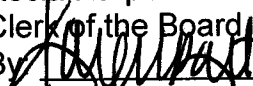
ACTION:


Robert P. Miller, Director Animal Services 8/29/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Contract Revenue			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The City of Desert Hot Springs desires to contract with the Department of Animal Services to provide animal field services for the city's domestic and wild animals, promoting the humane treatment of animals and enforcing the city's municipal codes and state laws relating to animal control.

Desert Hot Springs is working toward providing their own field services. They chose to contract with Animal Services on a month-to-month basis while they develop their field services plan. They will continue contracting with the department for shelter services.

Impact on Residents and Businesses

This agreement will safeguard the health and safety of the population of the City of Desert Hot Springs and its domestic animals while promoting the humane treatment of animals.

SUPPLEMENTAL:

Additional Fiscal Information

There is no impact on the general fund; the City of Desert Hot Springs provides funding for services rendered.

ATTACHMENTS:

17-009 Animal Field Services Agreement with the City of Desert Hot Springs

Kristine Bell-Valdez
Kristine Bell-Valdez

7/31/2017

Jennifer Sargent
Jennifer Sargent, Principal Management Analyst

8/22/2017

AGREEMENT FOR ANIMAL FIELD SERVICES
BETWEEN THE CITY OF DESERT HOT SPRINGS
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL SERVICES (the "Agreement") is made and entered into by and between the CITY OF DESERT HOT SPRINGS, hereinafter "CITY", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Department of Animal Services hereinafter "COUNTY", collectively hereinafter referred to as "PARTIES".

IT IS THEREFORE AGREED AS FOLLOWS:

1. COUNTY OBLIGATIONS:

COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Field Services attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2017 through July 31, 2017, renewable automatically in one (1) month increments through June 30, 2018, if mutually agreed upon by the Parties.

3. COMPENSATION:

CITY shall reimburse COUNTY the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors as specified in Exhibit B Payment Provisions attached hereto and incorporated herein by this reference.

4. AVAILABILITY OF FUNDING:

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit B.

5. HOLD HARMLESS/INDEMNIFICATION:

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY

shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

5.4 COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, governing bodies, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any negligent or willful misconduct of COUNTY its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the CITY, their respective directors, officers, governing body, elected and appointed officials, employees, agents and representatives in any claim or action based upon such negligent or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY's obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless the CITY herein from third party claims.

6. **INSURANCE:** COUNTY agrees to maintain the following insurance coverage's during the term of this Agreement:

6.1 **Workers' Compensation:**

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than

\$1,000,000 per person per accident.

6.2 Commercial General Liability:

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement.

This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. TERMINATION:

COUNTY has accepted notice of termination for fiscal year 2016/2017 Animal Field Service Agreement, with the knowledge that CITY is putting together a CITY ran Animal Field Service program. COUNTY has agreed to provide Animal Field Services for the CITY through this month to month Agreement beginning July 1, 2017 through June 30, 2018 while CITY is working toward its goal. CITY or COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. FORCE MAJEURE:

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. ALTERATION:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

10. SEVERABILITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this

contract and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. NO THIRD PARTY BENEFICIARY:

This contract between CITY and COUNTY is intended for the mutual benefit of the two signing parties only. No rights are created under this contract in favor of any third party or any party who is not a direct signatory to this contract.

13. NONDISCRIMINATION:

During the performance of this contract, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this contract.

14. VENUE:

Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this contract shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this contract to recover any damages for and on account of the breach of any term or condition of this contract, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. ASSIGNMENT:

It is mutually understood and agreed that this contract shall be binding upon COUNTY and its successors. Neither this contract nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. AMENDMENTS:

Any amendments, including any supplements, to this contract shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire contract for Animal Services and supersedes any prior written or oral contract inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. NOTICES:

All correspondence and notices required or contemplated by this Agreement shall be

delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Department of Animal Services
Attention : Director
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

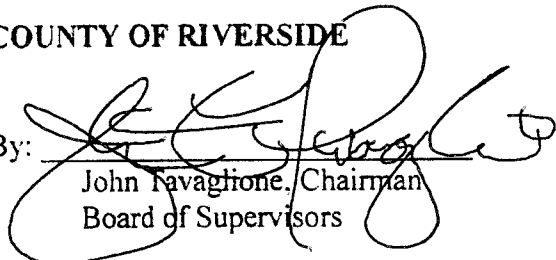
CITY:

City of Desert Hot Springs
Attention: City Manager
65-950 Pierson Blvd.
Desert Hot Springs, CA 92240

or to such other address(es) as the parties may hereinafter designate in writing.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

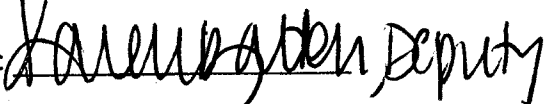
COUNTY OF RIVERSIDE

By: 
John Favaghione, Chairman
Board of Supervisors

Dated: AUG 20 2017


ATTEST:

Kecia Harper-Ihem
Clerk of the Board

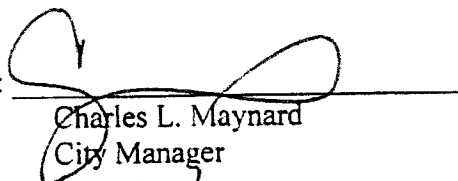
By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Kristine Bell-Valdez,
Deputy County Counsel

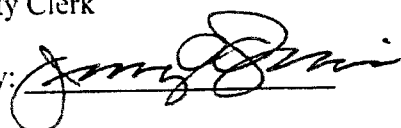
CITY OF DESERT HOT SPRINGS

By: 
Charles L. Maynard
City Manager

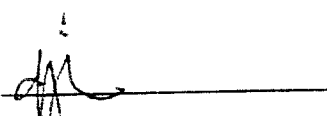
Dated: 7/5/17

ATTEST:

City Clerk

By: 

APPROVED AS TO FORM:

By: 
City Attorney

**CITY OF DESERT HOT SPRINGS
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Desert Hot Springs, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
 - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code or appropriate City Municipal Code.
 - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure.
 - 1.5 **Quarantine:** Quarantine, as prescribed by State law and County Ordinances 630 and 771, codified at Title 6 of the Riverside County Municipal Code, or any successor thereto (hereinafter referred to as "Riverside County Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
 - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside County Ordinances 630 and 878, codified at Title 6 of the Riverside County Municipal Code, or appropriate City Municipal Code.
 - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
 - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 - 1.9 **Licenses for Dogs:** County shall issue dog licenses for City residents at City's request. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however, that County shall retain the sum of \$6.00 for each dog license issued hereunder. County shall verify dog license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this contract, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City of Jurupa Valley Municipal Code. County shall also provide an automated or manual verification system whereby owners can verify the status of their

Animal's license by telephone.

- 1.10 **Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.
 - 1.11 **Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside County Ordinances and Municipal Code Title 6, State law or City Municipal Codes.
 - 1.12 **Service to Public:** Provide service to the public on matters covered in this contract consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, will indicate to the caller that a response can be expected as per Section 6 below.
2. **Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the Coachella Valley Animal Campus Shelter, or other County operated shelter at the County's discretion.
 3. **License Processing:**
Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated contract cost.
 4. **Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use to provide contract services. The COUNTY shall equip fuel and maintain said vehicles.
 5. **Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's Department within 24 hours if an impounded Animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall indicate on the police report the circumstances of the Animal's disappearance.
 6. **Priority of Field Services:**
 - 6.1 **Definitions:** Services are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, and related State and City codes and are assembled for expediency into two categories: Emergency and Non-Emergency. Priority Ranking refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," a defined in Section 6.4 of this Exhibit, it will be referred to the Supervisor for evaluation and processing. Field service activities will be performed daily and generally based upon the priority ranking and based on limited service hours in accordance with contractor part-time officer. All calls involving imminent danger scenarios will be responded to within 60 minutes if reasonably

possible, subject to considerations involving the time of day, traffic conditions, or other uncontrollable circumstances. An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by the COUNTY. COUNTY shall provide a means for responding to calls for service that take place during limited service periods (as defined below) which are of an emergent nature pursuant to this Exhibit. Field service personnel shall be assigned to patrol and other service field tasks as defined by COUNTY and CITY. The following definitions of "regular service hours," "limited service" and "holidays" are intended to identify the broad time frames during which specific levels of service will be provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted. "Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls for Field Services during phone center operational hours. Calls shall be received by the COUNTY answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests, for service, both emergency and routine, received during regular service hours and after regular service hours, including time and date, when the calls were answered and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this contract. Calls for service received after normal business hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this Exhibit.

6.2 Calls considered as Emergencies to be handled Without Delay:

- 6.2.1 Animals endangering health or safety of the community.
- 6.2.2 Police Department requests for service.
- 6.2.3 Sick or injured stray animals.
- 6.2.4 Animals in distress.
- 6.2.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 6.2.6 Venomous snakes

6.3 Calls Considered as Non-Emergency to be handled during Regular Business

Hours:

- 6.3.1 Pick-up confined, healthy, stray-animals.
- 6.3.2 Dead animal removal.
- 6.3.3 Quarantine investigations.
- 6.3.4 Leash law enforcement.
- 6.3.5 Nuisance animal investigations.
- 6.3.6 Permit investigations.

6.4 Exceptions:

**CITY OF DESERT HOT SPRINGS
EXHIBIT B
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinances 630 codified as Riverside County Code of Ordinances Title 6-Animals; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 One FTE (Annual) Animal Control Officer: 1 x \$127,026* = \$127,026/fiscal year
Full-time 40 hours per week

*The cost to provide one full-time Animal Control Officer to service an area for a total of 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime. Payable monthly in 1/12th increments of **\$10,585/monthly**.

1.2 Estimated Overtime Services: \$17,212/fiscal year

The cost to provide after-hours services (evenings, weekends and holidays) is charged hourly \$82 (minimum call out 2 hours). Estimate is based on past experience. To be billed based on actual usage.

2. Summary of Compensation for Animal Field Services: The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

SERVICES	FY17/18
Regular Field Service (Fixed) 1 ACO x \$127,026/FY	\$10,585/monthly
Over-time Field Services* (Estimated) \$82 minimum call out 2 hours, to be billed on actuals)	\$1,434/monthly
Total Field Services** (Estimated)	\$12,019/monthly

Rates are subject to change as adopted by the Board of Supervisors

The scheduled monthly compensation payable to COUNTY for all services as set forth in this Agreement is twelve thousand nineteen dollars (\$12,019) for the period commencing July 1, 2017 through July 31, 2017, renewable automatically in one (1) month increments through June 30, 2018, if mutually agreed upon by the Parties.

*Field services may fluctuate based on actual on call usage.

**Total may fluctuate based on monthly actuals.

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