

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 06/16/2004
Department Name: Public Health
Department No.: 041
Agenda Date: 07/20/04
Placement: Administrative
Estimate Time:
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

FROM: Roger E. Heroux, MPA
Director, Public Health Department

STAFF CONTACT: Jan E. Glick, 681-5284
Director, Animal Services

SUBJECT: Renewal of City Agreements for Animal Control Services

Recommendation(s): That the Board of Supervisors:

- A. Execute the Agreement with the City of Buellton to provide animal control services for the period July 1, 2004 to June 30, 2005 in the amount of \$21,070, and July 1, 2005 to June 30, 2006 in the amount of \$23,411.
- B. Execute the Agreement with the City of Lompoc to provide animal control services for the period July 1, 2004 to June 30, 2005 in the amount of \$195,234, and July 1, 2005 to June 30, 2006 in the amount of \$216,927.
- C. Execute the Agreement with the City of Carpinteria to provide animal sheltering services for the period July 1, 2004 to June 30, 2005 at an amount estimated at \$3,000.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with:

Goal #1: An Efficient Government Able to Respond Effectively to the Needs of the Community.

Goal #2: A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

A., B. The Cities of Buellton and Lompoc have full-service contracts that are scheduled for renewal July 1, 2004. The Animal Services full-service contract provides for: enforcement of local and state ordinances, stray animal impoundment, lost and found services, injured animal emergency care, advice and assistance with wildlife issues, dead animal pick-up, pet adoption, after hours emergency response and opportunities for volunteerism.

The Agreements are based on a per capita rate that the cities and the Public Health Department agreed upon for services provided over the course of the year.

Due to concerns from the City of Lompoc, new language was incorporated into the Agreement for Fiscal Years 2004-05 and 2005-06. The language obligates the County to maintain certain staffing levels. The contract also includes a right of cancellation clause in the event that the County is unable to maintain those staffing levels.

C. The City of Carpinteria is contracting only for animal sheltering. The County previously supplied after-hours officer response in Carpinteria but will no longer contract this service because the City of Carpinteria has hired an additional Enforcement Officer and conducts all field services within its limits.

Other Contract Cities

The Department and the cities of Guadalupe, Solvang and Goleta have reached agreements and, at the writing of this document, were docketed to be heard by the City Councils June 22, 2004, June 28, 2004 and July 6, 2004 respectively.

The Department and the City of Santa Maria are negotiating an agreement to be effective July 1, 2004.

The City of Santa Barbara's sheltering resolution has recently been updated and is in effect.

Mandates and Service Levels:

The County is mandated "to maintain or provide for the maintenance of a pound system and a rabies control program..." (H&S 121690 {e}). These services will continue to be provided.

Fiscal and Facilities Impacts:

Approval of these Agreements will not increase the department's request for General Fund Contribution or use of A87 Plan Overhead. On June 4, 2002, your Board approved a per capita methodology for full-service incorporated areas beginning FY 2002-2003. At that time, the change in methodology would have been a financial hardship to the cities if implemented all at once, so a graduated increase with full cost recovery within four (4) years was offered. Fiscal Year 2004-2005 begins the 3rd year of the four-year plan. All contract agreements with Cities continue to exclude A87 Plan charges (County Wide Cost Allocation) and mandated services costs.

A. The City of Buellton has opted for a two-year Agreement. For fiscal year 2004-2005, the \$21,070 is based on a population of 4,213 and represents 90% of full service costs. For fiscal year 2005-2006, the \$23,411 represents 100% of current full service costs.

B. The City of Lompoc has opted for a two-year Agreement. For fiscal year 2004-2005, the \$195,234 is based on a population of 39,038 (prison population was reduced from the total) and represents 90% of full service costs. For fiscal year 2005-2006, the \$216,927 represents 100% of current full service costs.

The City of Lompoc's contract language that obligates the County to certain staffing levels could have an unknown fiscal impact in the future. Because this is a two-year agreement, and because the FY 2005-2006

State, County and Departmental budgets can be different than anticipated, there is a possibility that staffing levels can change. In the event that the Animal Services staffing level is substantially changed (either up or down), the Public Health Department would begin the cancellation process and negotiate a different amount. Since all full service city contracts are based on a per capita, all contracts will be affected and will need to be renegotiated.

C. The City of Carpinteria has signed a one-year Agreement for sheltering services only. Using current actual services utilized, multiplied by the updated fee, approximately \$3,000 is anticipated.

It is the intent of the Public Health Department to continue it's long term fiscal goal for Animal Services to recover as much allowable cost as permitted, keeping in mind balancing the fees with the industry average and our service level commitments. The next task to be analyzed is the services to the cities which have their own officers. Both Carpinteria and Santa Barbara contract with Animal Services for shelter services only. It is the Department's goal to develop a per capita charge methodology which is commensurate to that used with the full service cities.

The appropriation for the expenditures funded by these Agreements have been adopted as part of the Public Health Department's FY 2004-2005 budget and can be found in the County's FY 2004-2005 Operating Plan on page D-192 in the Animal Services cost center.

Execution of these Agreements will not result in any additional staff or need for facilities.

Special Instructions:

Please request the Chair to execute four (4) original Agreements for each City Agreement. Please return three (3) original signed Agreements for each City. Please also send one copy of the minute order.

Please return all the required documents to PHD Contracts Unit, 300 N. San Antonio Road, Bldg 8, Santa Barbara, CA 93110 Attn: Margaret A. Granger (extension 5367).

Concurrences:

Not applicable.

THIS AGREEMENT, entered into this 1st day of July, 2004, between the **City of Buellton**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**", and **COUNTY OF SANTA BARBARA**, a body politic, hereinafter referred to as "**County**",

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Services ordinances within the **City**, and has determined that the best interest of the **City** would be served by having the service provided by the **County** for said purpose; and

WHEREAS, the **City** has by resolution, as provided for in Section 101375 and 101380 of the California Health and Safety Code, obtained the services of the **County** for the enforcement in the City of State public health laws as follows:

- A. Orders, quarantine regulations, and rules prescribed by the State Department and other regulations issued under provisions of the Health and Safety Code; and
- B. Statutes relating to public health;

WHEREAS, pursuant to Section 101400 of the Health and Safety Code, **County** and **City** may contract for the performance by **County** employees of any or all functions relating to and in connection with the enforcement of local health and sanitation laws; and

WHEREAS, the **County** is willing to render the service of Animal Control Services as herein defined, within the **City**, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. Definition

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

- 1. **IMPOUND:** Taking physical custody of an animal that will be taken to the County Animal Shelter or relocated.
- 2. **SHELTER BOARDING:** Providing food, water and housing for an impounded animal, and the

- cleaning and disinfecting of such housing on a daily basis.
3. **EUTHANASIA - DOG:** The humane destruction of a dog.
 4. **EUTHANASIA - CAT:** The humane destruction of a cat.
 5. **EUTHANASIA - OTHER:** The humane destruction of an animal other than a dog or cat.
 6. **OFFICER ACTIVITY:** Each individual response by **County** Animal Control Officer for **City** code enforcement and/or each response by County Animal Control Officers to animal-related complaints that are either called directly into the shelter office, given directly to the officer in the field by the complainant or generated by the field officer upon seeing a problem.
 8. **DEAD ANIMAL PICK-UP:** Taking physical custody of a dead animal for disposal.
 9. **EMERGENCY NIGHT CALL:** Response, after normal working hours (5:00 p.m. to 8:00 a.m., Monday through Friday), and weekends, to a prioritized list of emergencies, established and approved by **County** including, but not limited to: stray domestic animals with life-threatening injuries, loose livestock creating a traffic hazard, a stray vicious animal that is an immediate threat to public safety or emergency requests from law enforcement agencies.

II. SERVICE: SCOPE OF SERVICE

- A. The parties agree that the **County's** division of Animal Services shall perform a full service animal control program in the **City**, including the following services:
 1. Those services set forth in Section I, **Definition**.
 2. Impound and properly maintain impounded animals, and euthanize all animals in accord with **City** ordinances. This service will be provided at the Lompoc Shelter.
 3. Upon receiving written prior notification by **City**, attend scheduled code enforcement hearings.
 4. Upon receiving written prior notification by **City**, attend scheduled court appearances.

5. On a quarterly basis, provide the **City** with a detailed activity and kennel statistics.
- B. The **County** shall enforce Title 06-01 of the Buellton Municipal Code in its current form and as amended from time to time, except as otherwise specified in this Agreement.
- C. The **County** shall use its discretion to determine how long an animal may be held for adoption.
- D. If the **County** impounds an animal pursuant to legal action, the animal shall be held and the **County** shall consult with the City Attorney's Office regarding the animal's disposition.

III. ANNUAL FEE TO CITY

Between July 1, 2004 and June 30, 2005, **City** shall pay **County** \$21,070 (FY 2004-05) and \$23,411 (FY 2005-06) for those Animal Services rendered under this Agreement to the **City** from the **County** operated shelter in Lompoc. Reimbursement for services rendered will be paid within thirty (30) days of receipt of invoice.

IV. INTERPRETATION/APPLICATION OF CITY CODES

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

V. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this Agreement that no employer /employee relationship is intended; the relationship of **County** to **City** being that of an independent contractor; not by way of limitation of the foregoing, however, the **City** shall advise the **County's** Division of Animal Services in the implementation and enforcement of its code pursuant to this agreement.

VI. COMPLAINTS

The **County** shall maintain telephone service for the receipt of service calls or complaints and shall be available for such calls on all working days from 9:00 a.m. to 12:30 p.m. and 1:30 p.m. to 4:45 p.m. An officer will be available on call during non-business hours for emergency night calls.

VII. INDEMNIFICATION

Item One: Indemnification

County shall indemnify, defend and save **City**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal Law or Ordinance or other cause in connection with the activities of **County**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **County** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and

from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

City shall indemnify, defend and save **County**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal law or ordinance or other cause in connection with the activities of **City**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **City** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Item Two: Insurance

a. Worker's Compensation

County warrants that it is permissibly self-insured for worker's compensation coverage and agrees that its employees providing services to **City** pursuant to this Agreement will be covered by **County's** self-insurance program for all injuries arising out of or occurring in the course and scope of their employment.

b. General and Automobile Liability

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

VIII. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

The shelter will be open to the public the following hours:

Open for office operations and kennel visitation
Monday through Friday from 9:00 a.m. to 12:30 p.m. and 1:30 to 4:45 p.m.
Saturday from 10:00 a.m. to 4:00 p.m.

Animal Control Officers will be on regular response
Monday through Friday from 9:00 a.m. through 5:00 p.m.

The shelter will be closed on Sundays official County holidays which are as follows:

New Year's Day
Martin Luther King
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Services not performed on said holidays shall be performed on the next working day.

IX. TERM OF AGREEMENT

The term of this Agreement shall be effective on July 1, 2004 and ending on June 30, 2006. The **County** shall notify the **City** prior to the end of the Agreement term of their intent to negotiate in good faith to reach agreement prior to the end of the Agreement term.

X. EARLY TERMINATION

The **City** or **County** may cancel and terminate this Agreement upon giving ninety- (90) days advance written notice of such termination to the other party.

XI. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by **County** under this Agreement are the joint property of the **City** and the **County**.

XII. ASSIGNMENT OF TRANSFER OF CONTRACT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the **City**.

XII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIV. INTERPRETATION

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

XV. NOTICES

Any notices required pursuant to this Agreement shall be served at the following addresses:

City of Buellton
P. O. Box 1819
Buellton, CA 93427

Santa Barbara County
Animal Services
5473 Overpass Road
Goleta, CA 93111

XVI. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City** Steven L. Thompson, City Manager
- b. **County** Jan E. Glick, Director of Animal Services

XVII. MODIFICATION

This is a full and final statement of the agreement between the parties of this Agreement. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVIII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XIX. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

The **County** is in compliance with SB 1785 regarding the general philosophy of the State of California that “Public and private shelters and humane organizations share a common purpose in saving animals’ lives, preventing animal suffering and eliminating animal abandonment” and that “Public and private shelters and humane groups should work together to end euthanasia of adoptable and treatable animals by 2010.”

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

CONTENTS: _____ **CITY OF BUELLTON**
Animal Services

By _____
Jan E. Glick, Director

By _____
Bill Traylor, Mayor

ATTEST:
Michael Brown
Clerk of the Board

By _____
Steven L. Thompson, City Manager

By _____
Deputy Clerk

APPROVED AS TO FORM
By _____

APPROVED AS TO FORM
Shane Stark
County Counsel

Don G. Kircher, City Attorney

COUNTY OF SANTA BARBARA

By _____

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM
Heroux, Director
Public Health Department

APPROVED AS TO ACCOUNTING Roger
FORM
Robert Geis
Auditor-Controller

By _____

By _____

APPROVED AS TO LIABILITY
COVERAGE
John Forner
Risk Management

By _____

Agreement for Animal Control Services

THIS AGREEMENT, entered into this 1st day of July, 2004, between the **City of Lompoc**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**", and **COUNTY OF SANTA BARBARA**, a body politic, hereinafter referred to as "**County**",

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Control ordinances within the **City**, and has determined that the best interest of the **City** would be served by having the service provided by the **County** for said purpose; and

WHEREAS, the **City** has by resolution, as provided for in Section 101375 and 101380 of the California Health and Safety Code, obtained the services of the **County** for the enforcement in the City of State public health laws as follows:

- A. Orders, quarantine regulations, and rules prescribed by the State Department and other regulations issued under provisions of the Health and Safety Code; and
- B. Statutes relating to public health;

WHEREAS, pursuant to Section 101400 of the Health and Safety Code, **County** and **City** may contract for the performance by **County** employees of any or all functions relating to and in connection with the enforcement of local health and sanitation laws; and

WHEREAS, the **County** is willing to render the service of Animal Control Services as herein defined, within the **City**, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. Definition

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

- 1. **IMPOUND:** Taking physical custody of an animal that will be taken to the County Animal Shelter or relocated.
- 2. **SHELTER BOARDING:** Providing food, water and housing for an impounded animal, and the cleaning and disinfecting of such housing on a daily basis.

3. **EUTHANASIA - DOG:** The humane destruction of a dog.
4. **EUTHANASIA - CAT:** The humane destruction of a cat.
5. **EUTHANASIA - OTHER:** The humane destruction of an animal other than a dog or cat.
6. **OFFICER ACTIVITY:** Each individual response by **County** Animal Control Officer for **City** code enforcement and/or each response by County Animal Control Officers to animal-related complaints that are either called directly into the shelter office, given directly to the officer in the field by the complainant or generated by the field officer upon seeing a problem.
7. **DEAD ANIMAL PICK-UP:** Taking physical custody of a dead animal for disposal.
8. **EMERGENCY NIGHT CALL:** Response based on established priorities to the scene within 2 hours of notification, after normal working hours (5:00 p.m. to 9:00a.m., Monday through Friday), and weekends, to a prioritized list of emergencies, established and approved by **County** including, but not limited to: stray domestic animals with life-threatening injuries, loose livestock creating a traffic hazard, a stray vicious animal that is an immediate threat to public safety or emergency requests from law enforcement agencies.

After hours priority calls are defined and prioritized as follows:

1. Loose animals endangering the safety of humans.
2. Reported bites where the animal is not confined and the owner is unknown.
3. Injured animals with no known owner.
4. Law enforcement requests for assistance with a live animal.
5. Loose livestock.

II. SERVICE: SCOPE OF SERVICE

A. The parties agree that the **County's** division of Animal Services shall perform a full service animal control program in the **City**, including the following services:

1. Those services set forth in **Section I, Definition.**
2. **County** agrees that its' Division of Animal Services will enforce the following **City** ordinances for the duration of this Agreement:

1. LCC Section 0601: Animals Running at Large Prohibited: Exception For Dogs On Leash;
2. LCC Section 0602: Picking Up Trespassing Animals;
3. LCC Section 0603: Keeping of Wild Animals and Reptiles;
4. LCC Section 0604: Temporary Permit for Circuses, Etc.;
5. LCC Section 0606: Animals Suspected of having Rabies;
6. LCC Section 0607: Keeping Cow, Calves or Goats within Certain Distance of Dwellings;
7. LCC Section 0608: Animals on Sidewalks;
8. LCC Section 0609: Controlling Dogs in Heat;
9. LCC Section 0610: Keeping of Bees;
10. LCC Section 0611: Limitation on Number of Dogs;
11. LCC Section 0612: Crowing Roosters Prohibited;
12. LCC Section 0613: Keeping of Animals for 4-H, FFA or Approved Education or Scientific Projects;
13. LCC Section 0616: Removal and Improper Use of Licenses and Vaccination Tags;
14. LCC Section 0617: Required - Generally;
15. LCC Section 0618: Same – Exceptions (Licenses);
16. LCC Section 0620: No License Without Vaccination;
17. LCC Section 0621: Certificate to Owner;
18. LCC Section 0626: Vaccination - Required; Exception
19. LCC Section 0627: Same - Prerequisite to Licensing; Type to be Used;
20. LCC Section 0628: Same - Performance; Issuance and Contents of Certificate;
21. LCC Section 0629: Biting Animals;
22. LCC Section 0631: Same - Determination of Whether Rabid or Not; Destruction or Release;
23. LCC Section 0632: Right of Entry of Health Officer Where Rabies, etc., Suspected;
24. LCC Section 0633: Establishment and Location of Public Pound;

- 25. LCC Section 0637: Same - Care of Animals in Custody;
- 26. LCC Section 0639: Same--Enforcement of Chapter;
- 27. LCC Section 0642: Hindering – Obstructing;
- 28. LCC Section 0643: Delivery of Stray Animals to Animal Health and Regulation Officer;
- 29. LCC Section 0644: Disposition of Impounded Animals;
- 30. LCC Section 0645: Redemption of Impounded Animals;
- 31. LCC Section 0646: Impoundment of Stray Dogs;
- 32. LCC Section 0647: Destruction of Diseased Animals;
- 33. LCC Section 0648: Redemption of Impounded Animals;
- 34. LCC Section 0649: Disposition of Unredeemed Animals;
- 35. LCC Section 0650: Records of Animals Impounded;
- 36. LCC Section 0652: Dog Kennel, Cattery, Grooming Shop, Pet Shop, Regulations;
- 37. LCC Section 0653: Same - Revocation;
- 38. LCC Section 0655: Impoundment - Biting, Attacking or Vicious Animals.

- 3. Impound and properly maintain impounded animals, and euthanize all animals in accordance with **City** ordinances. This service will be provided at the Lompoc Shelter.
- 4. **County** agrees that its Division of Animal Services will assist the **City** with the enforcement of: 1) **City's** Zoning Ordinance Section 7013: household pets, 2) **City** Code Section 0634: Post-seizure Hearing, and 3) **City** Code Section 0656: Dangerous Animal-Procedures. However, any such assistance shall be limited to investigative services only, including providing written reports to **City**, and **County** shall not perform any of the services identified in said Section 0634 and 0656 pertaining to an Animal Control Officer.
- 5. Upon receiving written prior notification by **City**, attend scheduled code enforcement hearings.
- 6. Upon receiving written prior notification by **City**, attend scheduled court appearances.
- 7. On a quarterly basis, provide the **City** with a detailed activity and kennel statistics.

III. ANNUAL FEE TO CITY

City shall pay to the **County** \$195,234 for those services set forth in this Agreement by the **County** between July 1, 2004 through June 30, 2005 (FY 2004-05) and \$216,927 for those services by the **County** between July 1, 2005 and June 30, 2006 (FY 2005-06) rendered under this Agreement to the **City** from the **County** operated shelter in Lompoc. Payment for said services rendered is due and payable upon receipt of invoice by **County** and execution of Agreement by **City** and represents a percentage of the total operating costs for services rendered to the **City** of Lompoc from the **County** operated shelter in Lompoc.

IV. INTERPRETATION/APPLICATION OF CITY CODES

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

V. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of **County** to **City** being that of an independent contractor; not by way of limitation of the foregoing, however, the **City** shall advise the **County's** Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

VI. COMPLAINTS

The **County** shall maintain telephone service for the receipt of service calls or complaints and shall be available for such calls Monday through Friday from 9:00 a.m. to 12:30 a.m. and 1:30 p.m. to 4:45 p.m. An officer will be available on-call during non-business hours for emergency night calls.

VII. INDEMNIFICATION

Item One: Indemnification

County shall indemnify, defend and save **City**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal Law or Ordinance or other cause in connection with the activities of **County**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **County** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon,

and from and against any orders, judgments or decrees which may be entered therein.

City shall indemnify, defend and save **County**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal law or ordinance or other cause in connection with the activities of **City**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **City** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Item Two: Insurance

a. Worker's Compensation

County warrants that it is permissibly self-insured for worker's compensation coverage and agrees that its employees providing services to **City** pursuant to this Agreement will be covered by **County's** self-insurance program for all injuries arising out of or occurring in the course and scope of their employment.

b. General and Automobile Liability

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

VIII. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

The shelter will be open to the public and staffed by a County employee during the following hours:

Open for office operations and kennel visitation
Monday through Friday -- 9:00 a.m. to 12:30 p.m., 1:30 p.m. to 4:45 p.m.
Saturday – 10:00 a.m. to 4:00 p.m.

Current County staffing levels at the Lompoc Shelter will not be reduced during the term of this contract.

The staffing model at the Lompoc Shelter is:

<u>Title</u>	<u>Allocation</u>
Supervising Animal Control Officer	1 FTE
Account Clerk II	1 FTE
Office Assistant II	1 FTE
Animal Control Officer	2 FTE
Animal Shelter Attendant	1 FTE

The shelter will be closed on Sunday and official County holidays which are as follows:

New Year's Day	Labor Day
Martin Luther King	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Animal Control Officers are on emergency response on holidays. Services not performed on said holidays shall be performed on the next working day.

IX. TERM OF AGREEMENT

The term of this Agreement shall be effective on July 1, 2004 and ending on June 30, 2006.

X. EARLY TERMINATION

The **City** or **County** may cancel and terminate this Agreement upon giving ninety-(90) days advance written notice of such termination to the other party.

XI. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by **County** under this Agreement are the joint property of the **City** and the **County**.

XII. ASSIGNMENT OF TRANSFER OF AGREEMENT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the **City**.

XIII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIV. INTERPRETATION

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

XV. NOTICES

Any notices required pursuant to this Agreement shall be served at the following addresses:

City Administrator
City of Lompoc
P. O. Box 8001
Lompoc, CA 93438

Animal Services Director
County of Santa Barbara
5473 Overpass Road
Goleta, CA 93111

XVI. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City:** Gary Keefe, City Administrator, City of Lompoc
- b. **County:** Jan E. Glick, Director of Animal Services

XVII. MODIFICATION

This is a full and final statement of the Agreement between the parties of this Agreement. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVIII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XIX. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

The **County** is in compliance with SB 1785 regarding the general philosophy of the State of California that “Public and private shelters and humane organizations share a common purpose in saving animals’ lives, preventing animal suffering and eliminating animal abandonment” and that “Public and private shelters and humane groups should work together to end euthanasia of adoptable and treatable animals by 2010.”

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

CONTENTS:
Jan E. Glick, Director
Animal Services

APPROVED AS TO FORM

By _____

By _____
Sharon D. Stuart, City Attorney
CITY OF LOMPOC

ATTEST:
Michael Brown
Clerk of the Board

By _____
Deputy Clerk

By _____
Dick DeWees, Mayor

APPROVED AS TO FORM
Shane Stark
County Counsel

By _____

By _____
Gary Keefe, City Administrator

APPROVED AS TO FORM
Roger E. Heroux, Director
Public Health Department

COUNTY OF SANTA BARBARA

By _____

By _____
Chair, Board of Supervisors

APPROVED AS TO LIABILITY
Risk Management

APPROVED AS TO
ACCOUNTING
Robert W. Geis
Auditor-Controller

By _____

By _____

THIS AGREEMENT, entered into this 1st day of July, 2004, between the **City of Carpinteria**, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "**City**", and the **COUNTY OF SANTA BARBARA**, a body politic, hereinafter referred to as "**County**",

WITNESSETH:

WHEREAS, the **City**, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Services ordinances and State statutes; within the **City**,

WHEREAS, the **City** provides, as allowed by **City** ordinance and State law, its own field animal control services for the incorporated area of the city; and

WHEREAS, the **City** desires that the **County** provide animal sheltering and euthanasia hereinafter described; and

WHEREAS, pursuant to Section 101400 of the Health and Safety Code, **County** and **City** may contract for the performance by County Health Officers or the County employees of any or all functions relating to and in connection with the enforcement of local health and sanitation laws; and

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. Definitions

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

1. **IMPOUND:**

Taking physical custody of an animal that is taken to the **County** Animal Shelter or relocated.

A litter of puppies or kittens nursing from their mother and under 8 weeks of age shall be considered one impound.

2. **SHELTER BOARDING:** Providing food, water and housing for city animals, and the cleaning and disinfecting of such housing on a daily basis.
3. **EUTHANASIA - DOG:** The humane destruction of a dog.
4. **EUTHANASIA - CAT:** The humane destruction of a cat.
5. **EUTHANASIA - OTHER:** The humane destruction of an animal other than a dog or cat.
6. **DEAD ANIMAL PICK-UP:** Taking physical custody of a dead animal for disposal.

II. SERVICE: SHELTERING AGREEMENT

The **County** will provide those local public health and sanitation services and sheltering services set forth in Exhibit A to this Agreement, attached hereto.

The parties agree that the **County's** division of Animal Services shall perform the following services:

1. Those services set forth in Section I, **Definition** when authorized by the **City**.
2. Maintain sheltered animals, and euthanize all animals in accord with **City** ordinances or State statues. This service will be provided at the Goleta Shelter.
3. On a quarterly basis, provide the **City** with a detailed kennel report.

III. INTERPRETATION/APPLICATION OF CITY CODES

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

IV. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; the relationship of **County** to **City** being that of an independent contractor; not by way of limitation of the foregoing, however, the **City** shall advise the **County's** Division of Animal Services in the implementation and enforcement of its code pursuant to this agreement.

V. COMPLAINTS

The City shall handle all complaints on a 24-hour basis, available to be dispatched after hours by the Sheriff's Department. The County shall refer all calls within Carpinteria City limits to the City at 684-5405 extension 418 or 455-7956 Monday

through Friday from 7:30am to 5:30pm. Saturdays and Sundays, the **County** shall refer calls to the **City** at 684-5405 extension 413 or 886-4453.

VI. INDEMNIFICATION

Item One: Indemnification

County shall indemnify, defend and save **City**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal Law or Ordinance or other cause in connection with the activities or omissions of **County**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **County** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

City shall indemnify, defend and save **County**, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal law or ordinance or other cause in connection with the activities or omissions of **City**, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of **City** performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Item Two: Insurance

a. Worker's Compensation

County warrants that it is permissibly self-insured for worker's compensation coverage and agrees that its employees providing services to **City** pursuant to this Agreement will be covered by **County's** self-insurance program for all injuries arising out of or occurring in the course and scope of their employment.

b. General Liability

The **City** hereby recognizes that the **County** has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

VII. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

The shelter will be open to the public the following hours:

Open for office operations and kennel visitation
Monday through Friday from 9:00 a.m. to 4:45 p.m.
Saturday from 10:00 a.m. to 4:00 p.m.

The shelter will be closed on official **County** holidays as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Services provided on holidays will be limited to shelter animal care.

VIII. TERM OF AGREEMENT

The term of this Agreement shall be effective on July 1, 2004 through June 30, 2005. The **County** shall provide the City thirty (30) days written notice of their intent to amend Exhibit A prior to the end of the Agreement term date.

The **County** shall notify the **City** prior to the end of the Agreement term of their intent to negotiate in good faith to reach agreement prior to the end of the Agreement term.

IX. EARLY TERMINATION

The **City** or **County** may cancel and terminate this Agreement upon giving ninety-(90) days advance written notice of such termination to the other party.

X. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by **County** under this contract are the joint property of the **City** and the **County**.

XI. ASSIGNMENT OF TRANSFER OF AGREEMENT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the **City**.

XII. PAYMENT

City shall pay the consideration set forth in Exhibit A to this Agreement for the services that have been performed by the **County** as set forth in Exhibit A to this Agreement, only as authorized as required by this Agreement. Reimbursement for services rendered will be paid within thirty (30) days of receipt of invoice.

XIII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIV. INTERPRETATION

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

XV. NOTICES

Any notices required pursuant to this Contract shall be served at the following addresses:

City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

Santa Barbara County Animal Services
5473 Overpass Road
Goleta, CA 93111

XVI. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. **City** Silvia Echeverria, Code Compliance Supervisor
- b. **County** Jan E. Glick, Director of Animal Services

XVII. MODIFICATION

This is a full and final statement of the agreement between the parties of this Agreement. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVIII. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

EXHIBIT A – FEE SCHEDULE

The **County** will provide the following services with the consent of the **City** effective July 1, 2004, as consideration for said services, the **City** shall pay, within thirty (30) days of invoice, the **County** on a quarterly basis at the following costs:

A. SPECIFIC SERVICES / EXTRAORDINARY SERVICES

<u>SERVICE</u>	<u>COST</u>
Shelter Boarding (5 days @ 5.75 per day for animals not claimed by owner).....	\$28.75
Quarantine Boarding (10 days @ 5.75 per day for animals not claimed by owner).....	\$57.50
Euthanasia.....	\$29.00
Dead Animal Disposal.....	\$ 8.50
Laboratory Rabies Test	\$54.00
Impound Fee per Animal (for animals not claimed by owner).....	\$22.50

B. LEGAL ACTION

If the **County** impounds an animal under this Agreement pursuant to legal, civil or criminal proceedings or in contemplation of legal, civil or criminal proceedings, the animal shall be held at the **County's** facility and the **County** shall consult with the **City** Attorney's office regarding the animal's disposition.

C. LENGTH OF STAY

The **City** shall be charged for no more than five (5) days of holding a stray animal for adoption and ten (10) days for quarantined animals not claimed by the owner.

D. NO CHARGE FOR REDEMPTIONS

The **City** will not be charged impound fees or boarding costs if the animal's owner pays these costs at the time of redemption.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

APPROVED AS TO FORM

**CONTENTS:
Jan E. Glick, Director
Animal Services**

By _____

**Michael Brown
Clerk of the Board**

By _____

Deputy Clerk

**APPROVED AS TO FORM
Shane Stark
County Counsel**

By _____

**APPROVED AS TO FORM
Roger E. Heroux, Director
Public Health Department**

By _____

**APPROVE AS TO LIABILITY
John Forner
Risk Management**

By _____

**CITY OF CARPINTERIA
Richard Weinberg, Mayor**

By _____

**ATTEST
Jayne Diaz
City Clerk**

By _____

**Peter N. Brown
City Attorney**

By _____

**COUNTY OF SANTA BARBARA
Chair, Board of Supervisors**

By _____

**APPROVED AS TO ACCOUNTING
Robert W. Geis
Auditor-Controller**

By _____