

**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: 07/28/05
Department Name: Public Health
Department No.: 041
Agenda Date: 08/09/05
Placement: Administrative
Estimate Time:
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

FROM: Elliot Schulman, M.D., M.P.H., Health Officer and Medical Director
Public Health Department

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

SUBJECT: Renewal of City Agreements for Animal Control Services FY 2005-06

Recommendation(s): That the Board of Supervisors:

Consider renewal of Agreements for Animal Control Services with Cities of Goleta, Guadalupe, and Solvang, as follows:

- A. Approve and execute Exhibit AC of the Master Municipal Services Agreement with the City of Goleta to provide animal control services for the period July 1, 2005 to June 30, 2006 in the amount of \$171,459.
- B. Approve and execute the Agreement with the City of Guadalupe to provide animal control services for the period July 1, 2005 to June 30, 2006 in the amount of \$34,889.
- C. Approve and execute the Agreement with the City of Solvang to provide animal control services for the period July 1, 2005 to June 30, 2006 in the amount of \$30,235.

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:

The Cities of Goleta, Guadalupe and Solvang have full-service contracts that are scheduled for renewal July 1, 2005. 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, animal licensing program, 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.

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. Service levels are anticipated to remain consistent with prior years.

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. The per capita rate of \$5.56, used to calculate the City’s contracts, did not change between FY 2004-2005 and 2005-2006, however, each contract amount has increased.

- A. The City of Goleta’s contract increased from \$157,813 to \$171,459. This \$13,646 (8.6%) increase is the direct result of using the updated and most recently available Department of Finance population figures. In the first three years of Goleta’s city hood, the population of 28,400 was used, which was based on estimates. For the first time, the City of Goleta’s population posted on the Department of Finance worksheets as 30,838.
- B. The City of Guadalupe’s contract increased from \$31,380 to \$34,889. This \$3,509 (11%) increase is due to the city contracting at 100% cost recovery. The city of Guadalupe began the per capita methodology in FY 2002-2003 with a four year plan to pay 100% cost in FY 2005-2006.
- C. The City of Solvang’s contract increased from \$27,198 to \$30,235. This \$3,037 (11%) increase is due to the city contracting at 100% cost recovery. The city of Solvang began the per capita methodology in FY 2002-2003 with a four year plan to pay 100% cost in FY 2005-2006.

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

Special Instructions:

Please return three (3) original signed Agreements for each City and one Minute Order to PHD Contracts Unit, 300 N. San Antonio Road, Bldg 8, Santa Barbara, CA 93110 Attn: Margaret A. Granger (extension 5367).

Concurrences:

None required.

WITNESSETH:

WHEREAS, the **City of Goleta**, 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 Health Officer 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 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

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

NOW, THEREFORE, the following services shall be furnished to the **City** by **County** on the terms herein contained.

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; charged per night.
- 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, after normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday) to a prioritized list of emergencies established and approved by the **City** and the **County**. Emergency calls after working hours shall be limited to the following services only: Any stray, injured domestic animal; any potentially rabid animal; loose livestock creating a traffic hazard; Goleta Police Department requests for service. No wildlife calls, except skunks or potentially rabid or dangerous animals, shall be handled as an emergency call.
9. **ADDITIONAL SERVICES AS REQUESTED:** Those services set forth requiring additional **County** personnel to perform, as determined by the **County**, that are normally required for the performance of said services and which will result in a greater unit cost to the **County**.

II. SERVICE: SCOPE OF SERVICE

- A. The parties agree that the **County's** Animal Services Department shall perform a full service animal control program in the **City**, including the following services:
 1. Those services set forth in Section I, Definition, except as modified in sections E. and F.

2. Impound and properly maintain impounded animals; redeem, adopt and euthanize all animals in accord with **City** ordinances. This service will be provided at the Goleta 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 monthly detailed Activity reports and Kennel statistics.
- B. The **County** shall enforce Title 02-17 (Santa Barbara **County** Ordinance Chapter 7 as adopted) of the Goleta 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.
- E. The **County** shall respond to and give first priority to all calls for potentially rabid, sick, injured, aggressive, or dead domestic animals. Wildlife shall receive a lower priority for response, unless potentially rabid or dangerous. Also, the **County** shall make every effort to contact other local groups/services that provide assistance with wildlife. Calls for stray, unconfined cats shall be given a low priority. The County shall respond to all calls for stray dogs. The **County** shall not respond generally to any call for service regarding stray wild animals.
- F. It is understood that the **County** may respond to "chronic" animal control complaints. The **County** shall use due diligence to resolve "chronic" complaints.

III. ANNUAL FEE TO CITY

Between July 1, 2005 through June 30, 2006, City shall pay to the County \$171,459 for those services rendered under this Agreement in Section II by County to the City for those animal control services. City agrees to pay County a per capita fee of \$5.56 per year for each City resident. The population count for FY 05-06 is based on the Department of Finance figures of 30,838.

Invoicing will be submitted on a quarterly basis. Reimbursement for services rendered will be paid within thirty (30) days of receipt of invoice.

If payment is not received within thirty (30) days of the date of the invoice, **County** is entitled to receive interest thereon. Said interest shall be assessed using the **County's** pooled interest rate in effect at the time and shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is received by **COUNTY**.

IV. FEE DISBURSEMENT

County shall retain all fees paid to **County** by citizens pursuant to activities arising out of this contract. These fees will include, but not be limited to, impoundment, boarding, adoption, vaccination, and licensing. The **City** will receive annual reporting of fees collected within its boundaries.

In accordance with Government Code Section 17561, **City** may submit claims to the State Controller's Office for reimbursement of costs incurred for State mandated cost programs. **County** will provide **City** with proportional shared costs for claiming prior to State deadline.

V. INTERPRETATION/APPLICATION OF CITY CODES

City shall be solely responsible for performing legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application. Nothing contained in this paragraph shall supersede any portion of the Master Municipal Services Agreement.

VI. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this contract 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.

VII. 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 4:45 p.m. An officer will be available on call during non-business hours for emergency calls, as specified in Section I.8 of this contract.

VIII. REGULAR BUSINESS HOURS and COUNTY HOLIDAYS

The shelter follows the following regular business hours:

Open for office operations and kennel visitation
Monday through Friday – 9:00 AM to 4:45 PM
Saturday – 10:00 AM to 4:00 PM

The shelter will be closed on Sundays and County holidays, which are 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

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

IX. RECORD KEEPING

For statistical purposes, the **County** agrees to use the following parameters:

1. If a call is received after business hours, and an officer is dispatched the next business day, that call shall be counted as a regular activity call;
2. If an officer goes out on an activity call and performs a license check in the process, that call shall reflect only one activity;
3. If an officer goes out on a service call and performs an impound for multiple animals, that call shall reflect one activity with the number of impounds.

X. TERM OF CONTRACT

The term of this contract shall commence on July 1, 2005 and ending on June 30, 2006, unless sooner extended or terminated, pursuant to Section XI of this agreement. The fee of \$171,459 is valid as the annual contract fee for the period of July 1, 2005 through June 30, 2006 only. **County** will contact **City** prior to July 1, of each successive year in order to set the annual fee for subsequent year.

If the parties have not entered into a new agreement for the services set forth herein to commence after the termination of the Agreement, the Agreement shall automatically extend for a period of not to exceed ninety (90) days from its expiration date under the same terms and conditions as are set forth in the Agreement together with CPI increase (based on all urban consumers: Los Angeles, Anaheim, Riverside, etc.) in service charges payable to the **County** by the **City**, unless thirty (30) days prior to such expiration date either of the parties notifies the other in writing that such extension is not accepted.

XI. 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.

XII. OWNERSHIP OF DOCUMENTS

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

XIII. ASSIGNMENT OR TRANSFER OF CONTRACT

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

XIV. NOTICES

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

City of Goleta
130 Cremona Drive #B
Goleta, CA 93117

Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93110

XV. PROJECT MANAGERS

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

- a. **City** - Len Wood, Interim City Manager
- b. **County** - Jan E. Glick, Director, Animal Services

XVI. COMPLIANCE WITH LAWS AND REGULATIONS

County 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."

APPROVED AS TO FORM

CITY OF GOLETA

By _____
Julie Biggs, City Attorney

By _____
Jean Blois, Mayor

CONTENTS:

By _____
Jan E. Glick, Director
Animal Services

By _____
Len Wood, Interim City Manager

ATTEST:
MICHAEL BROWN
Clerk of the Board of Supervisors

COUNTY OF SANTA BARBARA

By _____
Deputy Clerk

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM
SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING
FORM
ROBERT GEIS
AUDITOR-CONTROLLER

By _____

By _____

APPROVED AS TO FORM
ELLIOT SCHULMAN, MD, DIRECTOR
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO LIABILITY
STEVE UNDERWOOD
COUNTY COUNSEL

By _____

By _____

Agreement for Animal Control Services

THIS AGREEMENT, entered into this 1st day of July, 2005, between the **City of Guadalupe**, 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 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 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 by the **City**, 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, after normal working hours (5:00 p.m. to 9:00 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 [Santa Maria Lompoc](#) Animal Center.
 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 06.04 and 60.08 of the Guadalupe 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. SERVICE CHARGES TO CITY

Between July 1, 2005 and June 30, 2006, **City** shall pay **County** \$34,889.00 for those animal control services rendered under this Agreement to the **City** from the **County** operated shelter in Santa Maria. 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 4:45 p.m. An officer will be available on call during non-business hours for emergency 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. 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.

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 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

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, 2005 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 sixty-(60) 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 Guadalupe
918 Obispo St.
Guadalupe, CA 93434

Director of 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** - Carolyn Galloway Cooper, City Administrator
- 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:
By _____

APPROVED AS TO FORM
By _____

Jan E. Glick, Animal Services Director Randy Risner, City Attorney

ATTEST:
Administrator

CITY OF GUADALUPE

By _____

By _____

Michael Brown
Clerk of the Board

Lupe Alvarez, Mayor

By _____
Deputy Clerk

CONTENTS:

APPROVED AS TO FORM
Shane Stark
County Counsel

By _____

Carolyn Galloway Cooper, City Administrator

By _____

By _____

APPROVED AS TO FORM
Elliot Schulman, MD, Director
Public Health Department

Christina De Fraga, City Clerk

COUNTY OF SANTA BARBARA

By _____

By _____

APPROVED AS TO
ACCOUNTING FORM
Robert Geis
Auditor-Controller

Chair, Board of Supervisors

APPROVED AS TO LIABILITY
Steve Underwood
County Counsel

By _____

By _____

Agreement for Animal Control Services

THIS AGREEMENT, entered into this 1st day of July, 2005, between the **City of Solvang**, 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, 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.

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 Solvang 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

City shall pay to the **County** no more than \$30,235 for those services set forth in this Agreement, which have been rendered by the **County** and with the consent of the **City** between July 1, 2005 through June 30, 2006 in contemplation of entering into this Agreement. Payment for said services rendered in the 2005-2006 fiscal year 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 Solvang 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 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 and 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, 2005 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 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 Manager
City of Solvang
P. O. Box 107
Solvang, CA 93464

Animal Services Director
Santa Barbara County
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:** Marlene Demery, 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 SOLVANG**
Animal Services

By _____

By _____

Jan E. Glick, Director

Edwin Skytt, Mayor

ATTEST:
Michael Brown
Clerk of the Board

APPROVED AS TO FORM

By _____

By _____

Deputy Clerk

Roy Hanley, City Attorney

APPROVED AS TO FORM

By _____

Shane Stark

County Counsel _____ **Mary Ellen Rio, City Clerk**

By _____

By _____

Marlene Demery, City Manager

APPROVED AS TO FORM
Elliot Schulman, MD, Director
Public Health Department

COUNTY OF SANTA BARBARA

By _____

By _____
Chair, Board of Supervisors

APPROVED AS TO LIABILITY
COVERAGE
Steve Underwood
County Counsel

APPROVED AS TO ACCOUNTING
FORM
Robert Geis
Auditor-Controller

By _____

By _____