

**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:** 03/23/05  
**Department Name:** Public Health  
**Department No.:** 041  
**Agenda Date:** 04/26/05  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** No  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** Elliot Schulman, MD, MPH  
Director, Public Health Department

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

**SUBJECT:** Carpinteria City Agreement for Animal Shelter Services and Emergency Animal Control for the period November 19, 2004 to June 30, 2005

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**Recommendation(s):** That the Board of Supervisors:

A. Approve and execute the Agreement with the City of Carpinteria to provide animal sheltering services and emergency animal control for the period November 19, 2004 to June 30, 2005, for fees estimated at \$1,300.

**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:**

On July 1, 2004 the City of Carpinteria contracted for the first time for animal sheltering only. The County previously provided after-hours emergency officer response to Carpinteria in addition to sheltering services. The City elected instead to hire an additional Enforcement Officer and conduct all field services within its' limits. However, on November 19, 2004 the City requested that the County reinstate emergency field services. Effective November 19, 2004 the County will provide: stray animal impoundment, lost and found services, pet adoption, opportunities for volunteerism, injured animal emergency care, and emergency field response.

Execution of this Agreement will negate the current agreement for FiscalYear 2004-2005 sheltering services only.

**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:**

Execution of this Agreement will not increase the Public Health Department’s General Fund contribution or A87 Plan overhead. Although A87 Plan overhead cannot be included in fees to the cities, Public Health Department direct administration can and therefore is included in the fees.

Compensation for services rendered continues to be on a fee for service basis. Although this Agreement increases the types of services provided, the amount of estimated revenue is not projected to increase because of a decline in the use of Animal Services by the City of Carpinteria. The Animal Services Cost Center can be found on page D-192 of the 2004-2005 fiscal year Budget.

Execution of this Agreement 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 and one copy of the minute order 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 19th day of November, 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**; and

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

**WHEREAS**, the **City** desires that the **County** provide impound, sheltering, and other services hereinafter described; and

**WHEREAS**, pursuant to Section 101357 and 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. 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 brought into the **County** Animal Shelter by a citizen as provided herein, 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.     **OFFICER ACTIVITY:**     Each individual response when requested by the **City**, or when an immediate response is necessary (and the **City** cannot be reached) to an animal related complaint in the field such as priority one calls (e.g. bites, loose livestock or injured animals).
  
7.     **INJURED ANIMAL CALL:**     Responding to calls concerning injured animals (predominantly dogs and cats but also other small domestic animals, livestock and wildlife) when requested or authorized by **City** Animal Control, or when an immediate response is necessary by a **County** Animal Control Officer (and the **City** cannot be reached).
  
8.     **DEAD ANIMAL PICK-UP:**     Taking physical custody of a dead animal for disposal when requested or authorized by the City Animal Control or when an immediate response is necessary by a **County** Animal Control Officer (and the **City** cannot be reached).
  
9.     **EMERGENCY NIGHT CALL:**     Response, after normal working hours 5:00 p.m. to 8:00 a.m., Monday through Friday, weekends and holidays, to a prioritized list of emergencies, established and approved by **City** and **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**

The **County** will provide those local public health and sanitation services and impound services set forth in Exhibit A to this Agreement, attached hereto, at **City's** sole expense and costs, as authorized **pursuant to this Agreement**.

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** as authorized by the **City**.
2. Impound and properly maintain impounded animals, and euthanize all animals in accord with **City** ordinances or State statutes. This service will be provided at the Santa Barbara 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 monthly basis, provide the **City** with a detailed kennel and activity 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**

An officer will be available on call during non-business hours for emergency night calls. During normal business hours, the **County** shall refer all requests for service, complaints or emergencies within the **City** limits to **City**. The **County** shall call the **City** Monday through Friday, 8:00 to 5:00 at 684-5405 extension 418, extension 413, extension 408 or 886-4453 or 455-7953. All weekend or holiday calls will be referred to the **County** via Santa Barbara Sheriff 911. In the event that the **County** receives an emergency request for service, the **County** shall respond to the emergency and notify the **City** on the following business day. All non-emergency calls shall be left on the **City** telephone recorder for response the next business day.

### 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 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.

**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	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 emergency responses and shelter animal care.

**VIII. TERM OF AGREEMENT**

The term of this Agreement shall be effective on November 19, 2004 and ending on June 30, 2005. The **County** maintains the option to revise Exhibit A (Fee Schedule) and will provide the **City** sixty (60) days notice prior to the implementation of a revised fee schedule.

The **County** shall notify the **City** 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 sixty (60) days advance written notice of such termination to the other party.

**X. OWNERSHIP OF DOCUMENTS**

All reports and documents prepared by **County** under this Agreement 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 Agreement 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.

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.”

## EXHIBIT A – FEE SCHEDULE

The **County** will provide the following services effective November 19, 2004. As consideration for said services, the **City** shall pay, within thirty (30) days of invoice, the **County** on a monthly basis at the following costs:

### A. SERVICE CHARGES TO CITY

In order to assist each party with the provision of services to its citizens, the **County** agrees to provide emergency call-out services after business hours and on weekends and holidays. Call-out services may be provided during regular working hours at the written request of the City. All shelter services will be provided during and after normal business hours during the term of this Agreement as provided in the fees established in subparagraph (B).

### B. SPECIFIC SERVICES / EXTRAORDINARY SERVICES

Boarding for 5 days (5 days @ \$5.75)	\$ 28.75
Quarantine Boarding (10 days at @ \$5.75)	\$ 57.50
Impounds	\$ 22.50
Night Calls	\$189.00
Officer Activity/Regular Work Hours (1 hour minimum)	\$ 75/hour
Euthanasia	\$ 29.00
Dead Animal Disposal	\$ 8.50
Laboratory Rabies Test	\$ 54.00

### C. 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.

### D. 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 that are not redeemed.

**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**

**CITY OF CARPINTERIA**  
**J. Bradley Stein, Mayor**

By \_\_\_\_\_

By \_\_\_\_\_

**Michael Brown**  
**Clerk of the Board**

**Jayne Diaz**  
**City Clerk**

By \_\_\_\_\_

By \_\_\_\_\_

**Deputy Clerk**

**APPROVED AS TO FORM**

**Peter N. Brown**  
**City Attorney**

**Stephen Stark**  
**County Counsel**

By \_\_\_\_\_

By \_\_\_\_\_

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

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

By \_\_\_\_\_

By \_\_\_\_\_

**APPROVE AS TO LIABILITY**  
**Steve Underwood**  
**County Counsel**

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

By \_\_\_\_\_

By \_\_\_\_\_

**Chief Assistant**