

**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:** 8/12/02  
**Department Name:** Public Health  
**Department No.:** 041  
**Agenda Date:** 09/03/02  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

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

**STAFF CONTACT:** Jan E. Glick, x5284  
Animal Services Director

**SUBJECT:** Renewals of City Contracts for Animal Control Services

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**Recommendation(s):**

That the Board of Supervisors:

Execute an agreement with the City of Santa Maria for animal services for the period of July 1, 2002 to June 30, 2004 in the amount of \$485,100.

Execute an agreement with the City of Solvang for animal services for the period of July 1, 2002 to June 30, 2003 in the amount of \$17,361.

**Alignment with Board Strategic Plan:**

The recommendation is 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 County has provided animal control services at various levels for the cities within the County for many years. The City of Solvang and City of Santa Maria contracts are full service contracts providing 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 adoptions, after hours emergency response and opportunities for volunteerism. The agreements are based on a per capita amount \$4.65 in the incorporated areas.

This per capita rate was calculated using the outside firm of KPMG and Public Health Department fiscal staff with fee methodology approved by the Auditor Controller. Although A87 Plan overhead cannot be included in fees to the cities, Public Health Department direct administration can. Therefore, for the first time, this cost is included in the per capita rate. The cities and County agree on an annual amount to recover

costs of services provided to the cities using this per capita rate as a base for negotiations. This methodology was approved by your Board on June 4, 2002. The contracts for these two cities do not recover the full cost of service. Because implementing this methodology is a financial hardship to the cities, a graduated increase is being negotiated with full cost recovery expected in four years.

The City of Solvang has agreed to a one year contract in the amount of \$17,361. The City of Santa Maria has agreed to a two year contract in the amount of \$231,000 FY 2002-03 and \$254,100 FY 2003-04.

**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 have been provided for years and service levels are not expected to change.

**Fiscal and Facilities Impacts:**

Approval of these contracts will not increase the department’s request for General Fund Contribution or A87 Plan Overhead. The per capita rate is \$4.65 per person in these incorporated areas. All contracts with the Cities will continue to not include A87 Plan charges (County Wide Cost Allocation) and mandated services costs. The chart below shows the attached Agreement amounts and actual cost of services based on population.

City	Population	FY 2002-2003 Year 1	FY 2003-2004 Year 2	Actual Cost
Solvang	5,332	\$ 17,361	N/A	\$ 24,794
Santa Maria	77,423	\$ 231,000	\$254,100	\$ 360,017

For FY 2002-2003 the agreement with the City of Solvang will recover \$17,361 of the \$24,794 cost to provide services and the agreement with the City of Santa Maria will recover \$231,000 of the \$360,017 cost to provide services. The difference of \$7,433 for the City of Solvang and \$129,017 for the City of Santa Maria will be funded by the Public Health Department reallocating part of its departmental General Fund Contribution.

After all city contracts have been approved by your Board, the Public Health Department will prepare the necessary Budget Revisions to change the revenue estimates adopted for FY 2002-2003. At that time, the requested revisions will reflect the increase in the License, Fees, and Permits Source of Fund category displayed on page D-176 of the 2002-2003 fiscal year budget.

There will be no additional anticipated facilities impacts as these contracts represent continuation of existing services.

**Special Instructions:**

Please call Paula Beeman at 681-4301 to pick up three (3) agreements with original signatures of each contract for final distribution.

**Concurrence:**

Auditor – Controller

## Agreement for Animal Control Services

**THIS AGREEMENT**, entered into this 1st day of July, 2002, between the **City of Santa Maria**, 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 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 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:

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. **SERVICE REQUESTS:** 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; Santa Maria 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 the following services:
1. Those services set forth in Section I, Definition, except as modified in sections E., F., G., and H.
  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 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 report.
- B. The **County** shall enforce Title 5, Chapter 3 and Sections 5-5.06 and 5.5.-07 of the Santa Maria 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. For the purpose of calculating future costs of service and contractual service amounts, any expenses incurred with the holding of **City** animals past five (5) days shall not be identified as **City** costs.
- 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, or dead domestic animals, and calls for sick, injured, or dead. 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 to any call for service regarding strays for the following animals: feral rabbits, crows, swallows, or pelicans.

- F. It is understood that the **County** may respond to "chronic" animal control complaints. The **County** shall contact the **City** prior to a third (3rd) consecutive service call being made at any one (1) address in any one (1) month. This section shall apply to all animal control services the **County** provides to the **City**.
- G. Any request for service for a barking dog, an animal noise violation, the keeping of a pig or rooster, or any other animal nuisance complaint shall be referred to the **City's** Code Enforcement Office for handling.
- H. Only one visit per day by **County** Animal Services Officers shall be permitted to each residence except in the case of an emergency, where the **County** shall have the discretion regarding the number of visits needed to handle the emergency.

### III. SERVICE CHARGES TO CITY

**City** shall pay to the **County** no more than \$231,000 FY 2002-03 and \$254,100 FY 2003-04 for those services set forth in this contract, which have been rendered by the **County** and with the consent of the **City** between July 1, 2002 through June 30, 2004 in contemplation of entering into this contract. 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 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.

### 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 4:45 p.m. An officer will be available on call during non-business hours for emergency calls, as specified in Section I. 9. of this contract.

## VII. 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 Contract 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 Contract or on account of the performance or character of the services of **County** performed or neglected to be performed under this Contract, 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 Contract 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 Contract or on account of the performance or character of the services of **City** performed or neglected to be performed under this Contract, 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 Contract 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 **County** shall maintain general and automobile liability of the period covered by this contract in the amount of at least \$5,000,000 per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from the activities

contemplated under its Contract. The **City**, its officers, agents, and employees shall be named as additional insured. The **County** shall furnish the **City** with a Certificate of Insurance and endorsements effecting coverage by the contract.

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 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  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
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 the purpose of calculating future cost of service and contractual service amounts, 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 service call;
2. If an officer goes out on a service call and performs a license check in the process, the statistics shall reflect only one service request;
3. If an officer goes out on a service call and performs an impound for multiple animals, the statistics shall reflect one service request with the number of impounds.



**X. TERM OF CONTRACT**

The term of this contract is effective on July 1, 2002 and ending on June 30, 2004.

**XI. 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.

**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. 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 Contract.

**XV. INTERPRETATION**

The terms and conditions of this contract 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 Contract.

**XVI. NOTICES**

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

Tim Ness, City Manager  
City of Santa Maria  
110 East Cook Street  
Santa Maria, CA 93454-5190

Roger E. Heroux, Director  
Public Health Department  
300 N. San Antonio  
Santa Barbara, CA 93110

**XVII. PROJECT MANAGERS**

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

- a. **City** - Rick Haydon, Assistant City Manager, City of Santa Maria
- b. **County** - Jan E. Glick, Director, Animal Services

**XVIII. MODIFICATION**

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

**XIX. CALIFORNIA LAW TO APPLY**

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

**XX. 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.

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

CITY OF SANTA MARIA

By Wendy Stark S. G.  
Art Montandon, City Attorney

By Joe Centeno  
Joe Centeno, Mayor

CONTENTS:

By Jan E. Glick  
Jan E. Glick  
Director Animal Services

By Richard Haydon  
Richard Haydon, Assistant City  
Manager

By Tim Ness  
Tim Ness, 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

STEPHEN STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING  
FORM

ROBERT GEIS  
AUDITOR-CONTROLLER

By Stephen Stark

By Robert Geis, Deputy

APPROVED AS TO FORM  
ROGER E. HEROUX, DIRECTOR  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO LIABILITY  
RISK MANAGEMENT

By Roger E. Heroux

By J. C. Peltier

**THIS AGREEMENT**, entered into this 1st day of July, 2002, 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. **SERVICE REQUESTS:** 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. **INJURED ANIMAL CALL:** Responding to calls concerning injured animals (predominantly dogs and cats but also other small domestic animals, livestock and wildlife).
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 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**

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**.

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 report.

### III. SERVICE CHARGES TO CITY

**City** shall pay to the **County** no more than \$17,361.00 for those services set forth in this contract, which have been rendered by the **County** and with the consent of the **City** between July 1, 2002 through June 30, 2003 in contemplation of entering into this contract. Payment for said services rendered in the 2002-2003 fiscal year is due and payable upon receipt of invoice by **County** and execution of contract 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 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.

### 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 p.m. and 1:30 p.m. - 4:45 p.m. An officer will be available on call during non-business hours for emergency night calls.

### VII. 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 Contract 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 Contract or on account of the performance or character of the services of **County** performed or neglected to be performed under this Contract, 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 Contract 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 Contract or on account of the performance or character of the services of **City** performed or neglected to be performed under this Contract, 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 Contract 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 **County** shall maintain general and automobile liability of the period covered by this contract in the amount of at least \$5,000,000 per occurrence combined single limit coverage. Such coverage shall include, but shall not be limited to, protection against claims arising from the activities contemplated under its Contract. The **City**, its officers, agents, and employees shall be named as additional insureds. The **County** shall furnish the **City** with a Certificate of Insurance.

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 closed on official County holidays which are as follows:

New Year's Day  
Martin Luther King Day  
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 CONTRACT

The term of this contract shall be effective on July 1, 2002 and ending on June 30, 2003.

## 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 contract 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**.

## 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 Contract.

## XIV. INTERPRETATION

The terms and conditions of this contract 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 Contract.



**XV. NOTICES**

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

City Manager  
City of Solvang  
P. O. Box 107  
Solvang, CA 93464

Director, Santa Barbara County  
Animal Services  
5473 Overpass Road  
Santa Barbara, 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 Contract. 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.

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

By Roy A. Hanley  
Roy Hanley, City Attorney

CITY OF SOLVANG

By Kenneth Palmer  
Kenneth Palmer, Mayor

CONTENTS:

Animal Services

By Jan E. Glick  
Jan E. Glick, Director

By Lynne Bartz  
Lynne Bartz, City Clerk

By Marlene F. Demery  
Marlene F. Demery, City Manager

ATTEST:

Michael Brown  
Clerk of the Board

COUNTY OF SANTA BARBARA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO FORM

Shane Stark  
County Counsel

By Shane Stark

APPROVED AS TO ACCOUNTING  
FORM

Robert Geis  
Auditor-Controller

By Robert Geis

APPROVED AS TO FORM

Roger Heroux, Director  
Public Health Department

By Roger Heroux

APPROVED AS TO LIABILITY  
COVERAGE

Risk Manager

By Allen Feltz