

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: 10/21/04
Department Name: Public Health
Department No.: 041
Agenda Date: 11/23/04
Placement: Administrative
Estimate Time:
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

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

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

SUBJECT: Renewal of Agreement for Animal Control Services for the City of Santa Maria for Fiscal Year 2004-2005

Recommendation(s): That the Board of Supervisors:

Execute the Agreement with the City of Santa Maria to provide animal control services for the period July 1, 2004 to June 30, 2005 in the amount of \$365,186.

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 City of Santa Maria has a full-service contract that was scheduled for renewal July 1, 2004. This is the final outstanding agreement for animal control services to the cities that Santa Barbara County provides services to for Fiscal Year 2004-05.

The full-service Agreement provides for: enforcement of local and state ordinances, stray animal impoundment, lost and found services, injured animal emergency care, cruelty investigations, advice and assistance with wildlife issues, dead animal pick-up, pet adoptions, after-hours emergency response and opportunities for volunteerism. The agreement is based on a per capita rate that the City 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.

Fiscal and Facilities Impacts:

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

The City of Santa Maria has signed a one-year Agreement, and for fiscal year 2004-2005, the \$365,186 is based on a population of 80,511 and represents 80% of full service costs.

It is the intent of the Public Health Department to continue its long term goal of financial viability for the Animal Services program. This means the recovery of as much cost as allowable, while keeping in mind the balance of our fees with the industry average and our service level commitments. The next task to be analyzed is the adequacy of fees for services to the cities that have their own field officers.

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

Special Instructions:

Please request the Chair to execute four (4) original Agreements. Please return three (3) original signature pages. Send one conformed copy to Enrique Sanchez at the County Legal Department. Please also send one copy of the minute order.

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

Concurrences:

Not applicable.

Agreement for Animal Control Services

THIS AGREEMENT, entered into this 1st day of July, 2004, 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** 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 Officers 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 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 **City** and **County** including, but not limited to: stray injured domestic animals , 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 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 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.
- 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. 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 Officer for handling.

III. ANNUAL FEE TO CITY

Between July 1, 2004 and June 30, 2005, **City** shall pay **County** \$365,186.00 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 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 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 County shall maintain general and automobile liability coverage during the period covered by this contract in the amount of at least \$5,000,000 per occurrence combined single limit . The City acknowledges that the County has a self-insurance program and accepts that program as providing the required general and automobile liability insurance pursuant to this paragraph. 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.

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 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, 2004 and ending on June 30, 2005. 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:

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

Jan E. Glick, 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:** Rick Haydon, Assistant 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:
Animal Services**

CITY OF SANTA MARIA

By _____

By _____

Jan E. Glick, Director

Larry Lavagnino, Mayor

**ATTEST:
Michael Brown
Clerk of the Board**

APPROVED AS TO FORM

By _____

By _____

Deputy Clerk

Wendy Stockton, Interim City Attorney

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

By _____

By _____

Tim Ness, City Manager

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

COUNTY OF SANTA BARBARA

By _____

By _____
Chair, Board of Supervisors

**APPROVED AS TO INSURANCE
FORM
Steve Underwood
County Counsel**

**APPROVED AS TO ACCOUNTING
FORM
Robert Geis
Auditor-Controller**

By _____

By _____

Chief Assistant