

AGREEMENT FOR ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA MARIA

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and City of Santa Maria with an address at Room 1, 110 East Cook Street, Santa Maria, CA 93454-5190 (hereafter CITY) wherein COUNTY agrees to provide, and CITY agrees to accept the services specified herein.

WHEREAS, CITY, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens and provide for the humane care of animals, finds it necessary to regulate and control the enforcement of Animal Control Ordinances within the CITY; and

WHEREAS, CITY has determined that the best interest of the CITY would be served by having the animal control services provided by the COUNTY; and

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

WHEREAS, historically the County has subsidized CITY's costs for these animal control services using Tobacco Settlement and COUNTY General Fund dollars. On April 19, 2022, the COUNTY Board of Supervisors directed the COUNTY to phase out the County's General Fund subsidy calculated based on FY 21-22 fiscal year over a five-year period to alleviate the financial burden on CITY and add a 2.5% Consumer Price Index increase.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

The County agrees, through its Animal Services division ("Animal Services") to provide animal services to the City as set forth herein and in the attached Service Level Request (EXHIBIT A), as it may be amended by the parties from time to time.

Such services shall comply with applicable County ordinances, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request (EXHIBIT A) and Municipal Code Enforcement (EXHIBIT C).

1. DESIGNATED REPRESENTATIVE

Paige Batson at phone number (805) 896-2456 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jason Stilwell at phone number (805) 925-0951 extension 2200 is the authorized representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Paige Batson, Deputy Director, Community Health
300 N San Antonio Road
Santa Barbara, CA 93110
(805) 896-2456

To City: Jason Stilwell, City Manager
110 East Cook Street
Santa Maria, CA 93454-5190
(805) 925-0951 extension 2200

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

COUNTY agrees to provide services to CITY in accordance with the Service Level Request (EXHIBIT A) attached hereto and incorporated herein by reference. The COUNTY is contracting to enforce the CITY codes listed in Exhibit C.

4. TERM

The term of this Agreement shall be from July 1, 2022 through June 30, 2027.

5. COMPENSATION OF COUNTY

For services rendered between the period of July 1, 2022 and June 30, 2027, City shall pay County in accordance with terms of Exhibit B attached hereto and incorporated herein by reference. Invoices shall be delivered quarterly to the CITY either by email or to the address specified in Section 2, NOTICES above. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. 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 the ordinance content and application.

7. INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Without limiting the foregoing, the City shall advise the County's Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

8. CONFLICT OF INTEREST

CITY covenants that CITY presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CITY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CITY.

9. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

10. NO PUBLICITY OR ENDORSEMENT

CITY shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CITY shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CITY. CITY shall not in any way contract on behalf of or in the name of COUNTY. CITY shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

11. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CITY's use in connection with the services shall remain COUNTY's property, and CITY shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CITY may use such items only in connection with providing the services. CITY shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

12. INDEMNIFICATION AND INSURANCE

12.1 Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully defend, indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement

12.2 Insurance.

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

13. NONDISCRIMINATION

COUNTY hereby notifies CITY that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CITY agrees to comply with said ordinance.

14. NONEXCLUSIVE AGREEMENT

CITY understands that this is not an exclusive Agreement, and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to CITY as the COUNTY desires.

15. ASSIGNMENT

COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. TERMINATION

16.1 For Cause. In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. (i) A material breach by COUNTY may include, but not be limited to, COUNTY's failure to meet the requirements described in Exhibit A of this Agreement; (ii) A material breach by CITY may include, but not be limited to, failing to make timely payments as required by this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) day notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

16.2 For Convenience. COUNTY or CITY may terminate this Agreement upon sixty (60) days written notice. Following notice of such termination, COUNTY shall cease work and notify CITY as to the status of its performance.

16.3 Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

17. NONAPPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for services in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CITY of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to provide services with regard to the remainder of the term.

18. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof.

19. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. COMPLIANCE WITH LAW

CITY shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY in any action or proceeding against CITY, whether COUNTY is a party thereto or not, that CITY has violated any such ordinance or statute, shall be conclusive of that fact as between CITY and COUNTY.

26. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.

29. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

30. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

(Signatures on following pages)

Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Santa Maria**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2022.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila La Guerra*
Deputy Clerk

COUNTY OF SANTA BARBARA:

Joan Hartmann

By: *Joan Hartmann*
Chair, Board of Supervisors

Date: 8-16-22

RECOMMENDED FOR APPROVAL:

Daniel Nielson
Interim Public Health Dept Director

For
By: *Darrin Eisenbarth*
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert W Geis IV*
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Jeresa Martinez*
Deputy County Counsel

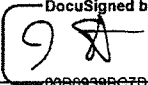
APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: *Greg Milligan*
Risk Management

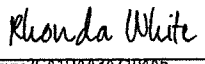
Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Santa Maria**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2022.

DocuSigned by:

By: _____
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Jason Stilwell, City Manager

Date: 8/2/2022

ATTEST:

DocuSigned by:

By: _____
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Rhonda White, Chief Deputy City Clerk

APPROVED AS TO FORM:

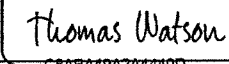
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By: _____
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Thomas T. Watson, City Attorney

EXHIBIT A

SERVICE LEVEL REQUEST

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 has been taken to the County Animal Shelter or relocated. For purposes of this definition, "IMPOUND" refers the County's receipt of animals that are brought to the County Animal Shelter by City residents as well as animals that have been brought to the County Animal Shelter by Animal Control Officers acting within the scope of their duties.
2. **SHELTERING SERVICES:** Providing food, water, enrichment, and humane housing for an impounded animal, and the cleaning and disinfecting of such housing.
3. **ROUTINE VETERINARY CARE WHILE IN COUNTY CUSTODY:** Shall include intake vaccines, deworming, flea control, general exam, rabies vaccine, general medications, and bandage changes.
4. **EUTHANASIA:** The humane killing of an animal by lethal injection.
5. **DEAD ANIMAL DISPOSAL:** Disposing of all dead animals brought to the County Animal Shelter by City staff or a resident of the City.
6. **RABIES SPECIMEN TESTING:** Deceased animal specimens submitted by City to County for the purpose of rabies testing. Brain specimen will be extracted by County staff and testing conducted by the Public Health Laboratory.

Animal Sheltering Services

The County will impound animals, humanely maintain impounded animals, and if necessary, euthanize animals in accordance with applicable law. In addition, the City authorizes the County to enforce the specific City ordinances provided in Exhibit C. The location of this service will be at the discretion of the County.

The County shall provide animal sheltering services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following animal care services: return to home and reunification of animals with owners, community safety net counseling and resource options to keep animals with their families, impoundment of stray animals, impoundment of protective custody animals, impoundment of dogs who pose a risk to public safety, sheltering services, boarding, enrichment, quarantine, veterinary services, euthanasia services, animal adoptions, foster program, disposal of dead animals, volunteer management, return-to-field services for cats and related administrative services.

Impounded animals will be vaccinated and provided necessary care, microchipping, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Santa Barbara County Animal Services' ("SBCAS") website as soon as practicable to assist the City's residents in reclaiming a missing pet. The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the SBCAS approved schedule of rates and fees accruing up to the time of such redemption.

The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

Field Services

The County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; emergency humane euthanasia of animal in the field as required to alleviate suffering; permit compliance and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of the Santa Barbara County Code (Chapter 7) or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services.

The County, in its sole and exclusive discretion, shall determine the hours of operation for all field services and the order of priority in which these services will be provided.

Rabies Control: The County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up contact to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

The County will be responsible for processing deceased animal specimens submitted by City to County for the purpose of rabies testing. Brain specimens will be extracted by County staff and testing will be conducted by the Public Health Laboratory.

Vicious and Restricted Dogs Hearings: The County shall provide the City with the services of one Hearing Officer to conduct vicious and restricted dog hearings in accordance with the applicable City municipal code provision(s). The County's Vicious and Restricted Dog services under this Agreement shall extend to appeals of its Hearing Officer's determinations pursuant to California Food and Agricultural Code Section 31622. In such appeals, County Counsel may represent County in defense of its Hearing Officer's determination. In such appeals, County Counsel represents the County; the parties do not intend to create an attorney-client relationship between the City and the County Counsel's Office.

Animal License and Permit Services

The County shall provide the City with animal license services for applicable cat or dog licenses within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online web licensing feature. Licenses will be required before the County will release an animal to a resident of the City.

The County shall provide the City with permit services for kennels, catteries, groomers, and mobile groomers within the boundaries of the City. The County shall mail permit renewal notices to the business owner of record; and when the renewal and payment are received, the County will process the permit.

EXHIBIT B

PAYMENT ARRANGEMENTS

CITY OF SANTA MARIA

- A. City shall pay for services rendered under this Agreement for FYs 22-23 through 26-27 in the amounts shown in the table below, billed in four equal quarterly payments. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice.
- B. Payment for services shall be made based upon the scope contained in **EXHIBIT A** as determined by County.
- C. In the event of early termination of this Agreement in accordance with Section 16, CITY shall reimburse the outstanding COUNTY General Fund contribution that would have been recovered in subsequent years had the Agreement not been terminated. CITY's allocation of COUNTY General Fund reimbursement is \$148,700 to be repaid over 5 years.

Annual Amounts for Fiscal Years July 1, 2022 through June 30, 2027

	<u>Fiscal Year</u>	<u>Annual Amount</u>	<u>Quarterly Invoices</u>
Year 1	July 1, 2022- June 30, 2023	\$ 860,540	\$ 215,135
Year 2	July 1, 2023- June 30, 2024	\$ 912,540	\$ 228,135
Year 3	July 1, 2024- June 30, 2025	\$ 965,836	\$ 241,459
Year 4	July 1, 2025- June 30, 2026	\$ 1,020,464	\$ 255,116
Year 5	July 1, 2026- June 30, 2027	\$ 1,076,460	\$ 269,115

EXHIBIT C

MUNICIPAL CODE ENFORCEMENT

Section 1-9.03 Administrative Citations

Title 5, Chapter 3 of the Santa Maria Municipal Code in its current form and as amended from time to time.