

TO: James L. App, City Manager
FROM: Dennis J. Cassidy, Chief of Police
SUBJ: Animal Services Contract Extension
DATE: June 1, 1999

NEEDS: To authorize a one year extension of the current contract between the City of El Paso de Robles and the San Luis Obispo County Sheriff's Department Division of Animal Services for animal control related services.

- FACTS:**
1. The City of Paso Robles currently contracts with San Luis Obispo County Sheriff's Department Division of Animal Services for animal control services.
 2. Under Package "C" of the current contract, we receive the minimal level of service necessary to comply with State mandated codes plus the unlimited pick up of stray, domestic animals throughout the City at an annual cost of \$41,300. This contract is due to expire on June 30, 1999.
 3. Animal Services has proposed a one year contract extension to continue with the current service level and price schedule.
 4. Animal Services has advised that they anticipate a fee increase of approximately 5% next fiscal year.

ANALYSIS & CONCLUSION: The current Animal Services contract provides an adequate level of service for the City. The contract with Animal Services normally runs for two years, and the current contract is due for renewal. Animal Services recently proposed a fee increase with the new contract, which was unacceptable to the municipalities due to the significant increase imposed in the last contract period. Animal Services agreed to allow a one (1) year extension to the current contracts, and they will be conducting an internal cost study to determine fee increases for next fiscal year. At this time, they anticipate a 5% increase.

POLICY REFERENCE: None.

FISCAL IMPACT: None

- OPTIONS:**
1. Adopt the attached resolution.
 2. Amend, modify or reject the above option.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES AUTHORIZING
THE MAYOR TO EXECUTE A ONE YEAR EXTENSION
OF THE EXISTING CONTRACT BETWEEN THE CITY OF
EL PASO DE ROBLES AND THE SAN LUIS OBISPO COUNTY
SHERIFF'S DEPARTMENT ANIMAL SERVICES DIVISION
FOR ANIMAL CONTROL SERVICES**

WHEREAS, the City of El Paso de Robles previously entered into an agreement dated July 1, 1997 under terms of which the County agreed to provide certain animal control services within the boundaries of the City; and

WHEREAS, the parties desire to extend the period of time during which the original agreement shall remain in effect until June 30, 2000, subject to the termination provisions of the original agreement;

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council of the City of El Paso de Robles does authorize the mayor to execute an amended agreement to extend the existing contract between the City of El Paso de Robles and the San Luis Obispo County Sheriff's Department Animal Services Division for animal control services for one additional year, through and including June 30, 2000.

APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st day of June, 1999 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Duane J. Picanco, Mayor

Attest:

Cindy Pilg, Deputy City Clerk



San Luis Obispo County Sheriff's Department

Patrick Hedges

Sheriff-Coroner

P.O. Box 32
San Luis Obispo, CA 93406

**Area Code:
(805)**

May 13, 1999

**Administration
781-4540**

**Lieutenant Lisa Solomon
Paso Robles Police Department**

**Animal Services
781-4400**

**840 10th Street
Paso Robles, CA 93446**

**Civil
Enforcement
781-5484**

Dear Lieutenant Solomon ,

**Crime
Prevention
781-4547**

**Attached is the contract extension for Animal Services, as discussed at the May 5, 1999,
Animal Services Contract Enforcement Committee. Please ensure the appropriate persons
sign the contract, and then return the signed contact to me. My mailing address is:**

**Custody
781-4600**

**Detectives
781-4500**

**San Luis Obispo Sheriff's Department
Animal Services Division
Post Office Box 32
San Luis Obispo, CA 93406
Attention: Maryleigh**

**Patrol
781-4550**

**Coast Station
528-6083**

**Dispatch
781-4550**

**If there are any questions, please do not hesitate and call me. Thank you very much for
your prompt attention into this matter.**

**North Station
237-3000**

Sincerely,

**South Station
473-7100**

**Watch
Commander
781-4553**

**Maryleigh Madden-Bost
Administrative Services Officer**

**Permits
781-4575**

**805 781-4559
805 781-1136 (fax)**

**Property
781-4533**

**Records
781-4140**

781-4588

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**AMENDMENT TO AGREEMENT FOR ANIMAL SERVICES
EXTENDING TERM FOR ONE ADDITIONAL YEAR**

THIS AMENDMENT TO AGREEMENT, made and entered into on July 1, 1999, by and between the County of San Luis Obispo (hereinafter referred to as "County") and the City of Paso Robles, (hereinafter referred to as "City"),

WITNESSETH

WHEREAS, County and City previously entered into an Agreement ("the original agreement") dated July 1, 1997 under the terms of which County agreed to provide certain animal control services within the boundaries of the City; and

WHEREAS, the parties desire to extend the period of time during which the original agreement shall remain in effect until June 30, 2000, subject to the termination provisions of the original agreement;

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that the Agreement shall be amended as set forth below:

1. The period of time during which the original agreement shall be and remain in effect shall be amended so that the agreement continues in effect for one additional year, through and including June 30, 2000, subject to the termination provisions of the original agreement.
2. In all other respects, the provisions of the original agreement shall remain in effect.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date

first set forth above. City of Paso Robles resolution duly adopted by its City Council causes this Agreement to be signed by its mayor and attested by its clerk, and County of San Luis Obispo by order of the Board of Supervisors causes these presents to be subscribed by Chairman of said Board and seal of said Board to be affixed hereto attested by clerk of said:

CITY OF PASO ROBLES

ATTEST:

By: _____
Mayor

By: _____
City Clerk

COUNTY OF SAN LUIS OBISPO

ATTEST:

By: _____
Chairman, Board of Supervisor

By: _____
Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

By: _____
James Lindholm, Jr.
County Counsel

Date: _____

F:\CONTRACTS

Paso Kobles**1997-98 Proposed City Contract Packages****PACKAGE A****BASIC SERVICES/EMERGENCY SERVICES****1. SHELTER PROVISIONS/ANIMAL DISPOSAL**

The availability of a shelter to provide care for unlimited numbers of stray animals transported by citizens from the city incorporated boundaries. This shall include the administration necessary for surrender of animals at the shelter, the care of animals during the 72 hour hold period, and final disposal of animals through redemption, adoption, or destruction.

2. ANIMAL BITE INVESTIGATIONS/QUARANTINES

The taking of animal bite reports and subsequent investigation and quarantine of bite animals. The keeping of such records and reporting of information to the State Department of Health Services.

3. RABIES CONTROL/SUSPECT RABID ANIMAL HANDLING/TESTING

The response to and attempted capture of suspect rabid wildlife and domestic animals. The destruction of such animals, proper laboratory preparation for rabies testing, transport of tissue to the County Public Health Department for testing, and proper disposal of remains when found to be positive.

4. EMERGENCY SERVICES

The response to and attempted capture of injured domestic animals, transport of and medical aid to animals when needed for stabilization and subsequent sheltering of animal as per provisions stated in shelter services. Response to potentially rabid wildlife and domestic pets when someone is on scene. Response to aggressive animals or animals that have bitten and the owner is not available. Hold animals relative to an arrest or accident. Emergency services shall be provided 24 hours a day, seven days a week. Response to four (4) emergency call outs per year that may fall outside stated criteria and approved by a Watch Commander, Contract Enforcement Committee representative, or Chief of Police.

PACKAGE B

BASIC SERVICES/EMERGENCY SERVICES (A) PLUS
CITY DESIGNATED PICK UP LOCATION (B)

5. PICK UP OF UNLIMITED STRAY, DOMESTIC ANIMALS FROM ONE DESIGNATED LOCATION

The pick up of UNLIMITED numbers of stray, domestic animals from one designated location within the contracting city. The city will be responsible for providing food, water, and cleaning the designated kennels.

PACKAGE C

BASIC SERVICES/EMERGENCY SERVICES (A) PLUS
CITY DESIGNATED PICK UP LOCATION (B) PLUS
FIELD PICK UP OF UNLIMITED DOMESTIC ANIMALS: DOGS, CATS, OTHER, DOA'S

6. FIELD PICK UP OF UNLIMITED DOMESTIC ANIMALS

The response to and pick up of UNLIMITED numbers of stray, confined, domestic animals. The transport and care of impounded animals at the shelter in the basic service package described above. Pick up shall include dogs, cats, other domestic animals during normal hours of operation, including domestic animals dead on arrival.

PACKAGE D

BASIC SERVICES/EMERGENCY SERVICES (A) PLUS
CITY DESIGNATED PICK UP LOCATION (B) PLUS
FIELD PICK UP OF DOMESTIC ANIMALS: DOGS, CATS, OTHER, DOA'S (C) PLUS
CITIZEN COMPLAINTS: BARKING, LEASH LAW, CRUELTY INVESTIGATIONS
NUISANCE ABATEMENT/HEARINGS & COURT PROCEEDINGS
FIELD ENFORCEMENT: PATROL REQUESTS, CITATIONS

7. CITIZEN COMPLAINTS

The processing of citizen complaints, response to complaints, maintaining cumulative records, and action taken on complaints.

8. NUISANCE ABATEMENT/HEARING & COURT PROCEEDINGS

The recording, filing, investigation, office hearings, issuance of orders to abate, and processing to court of nuisance abatements through city attorney's offices.

9. FIELD ENFORCEMENT

Processing and performing patrols within a specified area when requested by a citizen and issuance of citations for violations.

10. COURT FILINGS & PROCEEDINGS

Filing dangerous/vicious, cruelty or abandonment cases to court with approval of city attorney's office. Collection of incident reports, photographs, etc. Court appearances and follow up related to these cases.

Contract fees shall cover UNLIMITED response by Animal Services in the performance of services included within the contract package. Cities shall be billed for the contract fees on a quarterly basis.

**AGREEMENT FOR
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this 1st day of July, 1997, by and between the County of San Luis Obispo, hereinafter referred to as "County", and the City of Paso Robles, hereinafter referred to as "City".

WITNESSETH:

THAT WHEREAS, The City is desirous of contracting with the County for performance of the hereinafter described animal control services within its boundaries by the County of San Luis Obispo through the Division of Animal Services; and

WHEREAS, the County is agreeable to providing such services in accordance with the provisions of the San Luis Obispo County Code Title 9 which provides for the licensing of dogs, the establishment of a public pound, and for the collection and care of stray, diseased and vicious animals; and

WHEREAS, the County of San Luis Obispo has established Animal Services to enforce the ordinances of the County Code Title 9 within the unincorporated areas of the County; and

WHEREAS, the City is desirous of contracting for said Animal Control services.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITIONS - Used throughout as follows:

Aggressive means a dog attacking a human (not dog to dog or dog to livestock) and the human is in immediate danger of being injured.

Household/Domestic Pets or Small Animals means but is not limited to cats, dogs, canaries, fish, hamsters, rabbits, turtles, reptiles and other kindred animals usually and ordinarily kept as household pets.

Injured domestic animal means life-threatening (not an abscess or other non emergent condition) to the animal requiring intervention by a veterinarian.

Livestock or Large Animals means horses, ponies, mules, cattle, goats, swine and all other domestic or domesticated animals other than household pets.

Small Wildlife means racoons, possums, foxes and other similar sized wildlife.

SERVICE PACKAGE OPTIONS:

BASIC SERVICES/EMERGENCY SERVICES - are defined as follows:

- 1) The receipt of household pets delivered to the shelter or at drop off kennels.
- 2) Sheltering of all household pets received at the shelter in accordance with state regulations, local ordinances, and policies governing humane treatment of such animals.
- 3) Services for returning impounded animals to their owners, adoption of or humane destruction of animals received or brought to the shelter.
- 4) Investigation of all animal bites involving humans and the quarantine of biting animals pursuant to state regulations and local ordinances.
- 5) Investigations of exposures to rabid animals or suspect rabid animals at large and the quarantine or destruction of animals which were in contact with rabid animals.

Emergency and after hour services for any of the following:

- 6) Severely injured/sick dogs or cats when legal owner unknown or unavailable.
- 7) Arrest hold animals.
- 8) Aggressive/Vicious dogs when legal owner unknown or unavailable and reporting party is standing by.
- 9) Bite dogs/cats when legal owner is unknown or unavailable and reporting party is standing by.
- 10) Potentially rabid animals including wildlife when reporting party remains on scene.

ONE SITE PICK UP OF CONFINED STRAYS - defined as follows:

Pick up on UNLIMITED confined strays from one designated location within the contracting city.

FIELD SERVICES - defined as follows:

Response of an Animal Control Officer during regular business hours to pick up any of the following within city limits on an UNLIMITED basis:

- 1) Confined stray animal pick up
- 2) Dead stray animal pick up
- 3) Owned animal pick up (fee paid by citizen)

- 4) Owned dead animal pick up (fee paid by citizen)
- 5) Euthanasia of owned animals (fee paid by citizen)
- 6) Transportation to veterinarians of owned animal (fee paid by citizen)

ADDITIONAL FULL SERVICES - Defined as follows:

CITIZEN COMPLAINTS: The fielding, documentation of and response to complaints from citizens including, but not limited to: barking dogs, leash law violations, animal abandonment, and animal cruelty.

NUISANCE ABATEMENT: All activities involved in the processing of nuisance abatement petitions, investigations, orders, hearings, including preparation for court proceedings when necessary.

FIELD ENFORCEMENT: The addition of further field enforcement other than field pick up as described in "FIELD SERVICES" above, but not limited to: random patrol, patrol requests, ordinance violation citations, and agency assists.

SERVICES TO BE PROVIDED BY COUNTY:

Maintain an Animal Services Division - to provide management and supervision of programs, to maintain records and statistics, and enforce licensing, as established in policy and approved by the Animal Services Contract Enforcement Advisory Committee as defined hereafter.

Animal Shelter - maintain, or cause to maintain an animal shelter to provide for the care, housing, and disposal of animals impounded within the city or county or delivered by city or county residents.

Specific Agreements - to provide pursuant to specific package contracts with each city.

Operation Permit Services - to provide Permit Services to all citizens of the county regardless of jurisdiction.

Licensing - to provide Licensing to all citizens of the county regardless of jurisdiction.

Humane Education - to provide humane education regarding responsible pet ownership, advantages of spay/neuter, rabies control information, regardless of jurisdiction.

Performance Standards - County will provide measurable standards acceptable to contracting city related to service response times, outcomes, and category of contacts.

ANIMAL SERVICES CONTRACT ENFORCEMENT COMMITTEE - There shall be an Animal Services Contract Enforcement Committee whose responsibility it will be to review and recommend on all matters of Division policy regarding overall program administration, level and quality of service, budget, and ordinance development and amendments. This Committee shall be made up of: one representative from each city contracting with the County, one representative from the County's Veterinarians' Association, one representative from the County Public Health Department, one representative of the Highway Patrol, one representative from Animal Services, one representative of the County Administrative Office, one representative from the Public Health Department Public Information Office, and one representative from the County Sheriff's Department. The Committee shall receive staff support from Animal Services.

COOPERATION - To facilitate the performance of the foregoing functions, it is hereby agreed that the County shall have the full cooperation and assistance from the City, its officers, agents, and employees.

EMPLOYEE COMPENSATION AND LIABILITY - City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder, or any liability other than that provided in the Agreement. The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

INDEMNIFICATION - Nothing in the provisions of the Agreement is intended to create duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to contract by imposing any standard of care respecting the regulation and enforcement of laws regarding animals different from the standard of care imposed by law.

It is understood and agreed that neither City, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement. It is also understood and agreed that pursuant to Government Code 895.4, County shall defend, indemnify and save harmless the City, all officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement except as otherwise provided by Statute.

It is understood and agreed that neither County nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, City shall defend,

indemnify and save harmless the County, all officers and employees from all claims, suits or actions of every name, kind and description brought for on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to the City under this Agreement except as otherwise provided by Statute.

EMPLOYEE STATUS - All persons employed in the performance of the services and functions specified in paragraph 2 of this Agreement shall be County employees; no present City employee shall become a County employee by reason of this Agreement; and no person employed hereunder shall have any City pension, Civil Service, or any similar status or right. For this Agreement, and for the sole purpose of giving legal status to the performance of the duties and responsibilities herein, every County officer and the employee engaged in their performance of any service hereunder shall, where necessary, be deemed an officer or employee of City while performing the services for City.

PROSECUTION - It shall be the duty of the City Attorney, exercising the discretion vested in his office, to prosecute violations of the City Animal Ordinance, and take appropriate legal action with respect to the abatement of any public nuisance involving animals occurring within City's corporate limits.

TERM AND RENEWAL - This Agreement shall be effective on the 1st day of July, 1997, and shall terminate on the 30th day of June, 1999. All fees, charges, and payments required by this agreement may be adjusted July 1st, 1998, of the two year duration of the contract. This adjustment shall be for any increase in County's cost of providing services or from changes required from revisions pending to Title 9. The Division appropriation budget shall be used to determine percentage of increase. This percentage shall not exceed five (5) percent for any one year of the contract period except for changes to ordinance through adoption of revisions to Title 9. This contract is subject to cancellation by either party by notification in writing of the desire to terminate contract. Notification shall be required thirty (30) days in advance of the termination date.

CITY NOTIFICATION - no later than May 1 of each year, each city shall be notified of proposed changes to current service level charges. The city shall notify the County no later than July 1 of their agreement to pay for basic services and other services in each subsection. Attachment A reflects the annual cost.

COUNTY BILLING - County shall bill city quarterly for their contracted services. Billing shall be submitted at the end of each quarter. City shall remit payment within thirty days of receipt of billing.

MODIFICATION - "This contract constitutes the entire understanding of the parties hereto and no changes, amendments or alterations shall be effective unless in writing and signed by both parties.

ORDINANCE CONFORMITY - City agrees to adopt animal control ordinances which conform to and are not in substantial conflict with Chapter 9 of the San Luis Obispo County Code. Changes and modifications to City codes may be conducted with the County Division of Animal Service's consultation before adoption. County Division of Animal Services may also make recommendations to City for changes or modifications to their City ordinance.

BOOKS AND RECORDS - County agrees to keep such books and records and in such form and manner as County Auditor-Controller shall specify. Said books shall be open for examination by City at all reasonable times.

NOTICES - Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the County at:

**Animal Services
P.O. Box 3760
San Luis Obispo, CA 93403-3760**

and to the City at:

**City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446**

IN WITNESS THEREOF, City of Paso Robles resolution duly adopted by its City Council causes this Agreement to be signed by its mayor and attested by its clerk, and County of San Luis Obispo by order of the Board of Supervisors causes these presents to be subscribed by Chairman of said Board and seal of said Board to be affixed hereto attested by clerk of said:

CITY OF PASO ROBLES

By: [Signature]
Mayor

ATTEST:

By: [Signature]
City Clerk

COUNTY OF SAN LUIS OBISPO

By: [Signature]
Chairman, Board of Supervisors

ATTEST:

By: [Signature]
Board of Supervisors

By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

By: [Signature]
County Counsel

Date: July 23, 1997

SAN LUIS OBISPO COUNTY
DIVISION OF ANIMAL SERVICES

AGREEMENT FOR ANIMAL CONTROL SERVICES
ATTACHMENT A

	Package A	Package B	Package C	Package D
Paso Robles	\$22,000	\$36,000	\$41,300	\$48,300

City of Paso Robles agrees to contract for service level C .

RESOLUTION NO. 97-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO YEAR CONTRACT BETWEEN THE CITY OF PASO ROBLES AND THE SAN LUIS OBISPO COUNTY DEPARTMENT OF ANIMAL REGULATION FOR ANIMAL CONTROL SERVICES.

WHEREAS, the City Council recognizes the need to provide animal control services in the City; and

WHEREAS, the County of San Luis Obispo Department of Animal Regulation will contract those services for the City; and

WHEREAS, the current contract for County contracted animal control services expires on June 30, 1997; and

WHEREAS, the City's animal control / regulation services will continue to be well served through the contract services provided in package "C" of the County proposal.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles does authorize the City Manager to execute the 1997/98 - 1998/99 two year contract with the County of San Luis Obispo Department of Animal Regulation for the amount of \$41,300 per year.

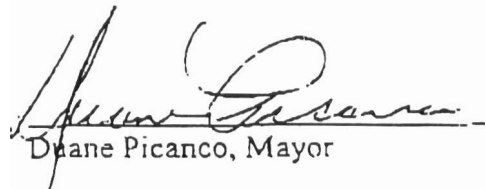
APPROVED AND ADOPTED by the City Council of the City of El Paso de Robles this 1st Day of July, 1997 by the following vote:

AYES: Baron, Iversen, Macklin, Swanson, and Picanco

NOES: None

ABSENT: None

ABSTAIN: None.


Duane Picanco, Mayor

ATTEST:


Madelyn Paasch, City Clerk