

TO: James L. App, City Manager
FROM: Lisa Solomon, Chief of Police
SUBJ: Animal Control Contract
DATE: July 6, 2010

NEEDS: Consider an agreement with the County of San Luis Obispo for Animal Control Services, July 1, 2010 - June 30, 2013 in the amount of \$260,500.

FACTS:

1. The City of Paso Robles contracts with the County of San Luis Obispo Animal Services Division for animal control services.
2. The current contract for animal services, in the amount of \$200,440, expired June 30, 2010. The City was facing an estimated increase to \$301,000 annually so the County could achieve full cost recovery.
3. The cities called for a comprehensive study of Animal Control Services and associated costs.
4. The Study identified means to raise revenues, reduce costs and better define services and methodology for calculating costs. The Animal Services Study also resulted in the creation of a working group that will continue to meet and to create additional opportunities for revenue generation and policy changes in hopes of further offsetting service costs.
5. The final contract rate for animal services for the City of Paso Robles was set at \$260,500.

ANALYSIS &

CONCLUSION: The City has contracted with San Luis Obispo County for animal control services for many years. The contract includes: response of Animal Service Officers for injured or stray animals; investigative services for animal bites, abuse and neglect; sheltering and quarantine services; dog licensing; animal adoption; and other services as required by either State law or City Municipal Code. The most recent contract with the County expired June 30, 2010, as did all other incorporated cities' contracts.

Due to continuing increases in the animal services contract costs, the cities insisted on a comprehensive study of Animal Control Services and associated costs. The study group was comprised of representatives from the County Administration, County Health Agency, County Animal Services, local police chiefs and finance personnel. During the study process, the City agreed to a short-term contract with the County for \$200,400.

The results of the Animal Services Study were revealed in September of 2009 (see attached). In summary, the study revealed that program costs are reasonable and the method of data collection and attribution to individual cities is accurate. The Study also found that the method for allocating costs to each contracting city was not appropriate. Certain cities use Animal Services at a significantly higher rate than others. In considering how rates are currently determined, the Study Team determined the allocation of costs under the old method put an unfair burden on cities that are not utilizing Animal Services to the same level as other municipalities. This finding was unfortunate for the City of Paso Robles, as it is currently the highest user of services of all the contracting municipalities. However, the study also identified opportunities for revenue increases and cost saving measures which were able to offset the total cost of providing animal control services countywide. These savings are shared with the cities proportionally, and the Paso Robles share amounted to approximately \$40,500.

After many years of substantial increases to the animal services contract costs, the County has reached “full cost recovery” for each municipality. Although pricing will adjust for inflation each year, large adjustments are not anticipated. A group comprised of local law enforcement and County officials will continue to meet regularly (by contract) to work toward offsetting costs through various proposed policy changes and new / increased revenues.

POLICY

REFERENCE: None.

FISCAL

IMPACT: None. Increased cost of \$60,100 accounted for in the FY2011 budget.

OPTIONS:

1. Adopt Resolution 10-xx authorizing the Mayor to execute a “Contract for Animal Care and Control Services” with the County of San Luis Obispo Animal Services Division, representing a three (3) year contract at a cost of \$260,500 the first year, with CPI adjustments as indicated in each subsequent contract year,.
2. Amend, modify or reject the above option.

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

THIS CONTRACT is made and entered into by and between the County of San Luis Obispo, a public entity in the State of California, ("County") and, El Paso de Robles, an incorporated city in the State of California, ("City").

WITNESSETH:

WHEREAS, County has established the Division of Animal Services to provide animal care and control functions including the enforcement of the ordinances of San Luis Obispo County Code Title 9 and of California state codes pertaining to the care, keeping, and management of animals; and

WHEREAS, County, through Animal Services, maintains and operates an animal shelter and a humane education program; and

WHEREAS, City is desirous of contracting with County for the provision of such services;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties hereby agree that County shall perform the services described herein for the compensation set forth herein, subject to the terms and conditions set forth herein.

1. Services. The parties agree to perform the services described in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full at this point.

2. Compensation. The parties agree to the compensation described in Exhibit B, attached hereto and incorporated herein by reference as if set forth in full at this point.

3. Duration. The parties agree to the duration described in Exhibit C, attached hereto and incorporated herein by reference as if set forth in full at this point.

4. General Conditions. The parties agree to the general conditions described in Exhibit D, attached hereto and incorporated herein by reference as if set forth in full at this point.

5. Notices. Notices required in this contract shall be provided to:

COUNTY
Eric Anderson, DVM
Animal Services Manager
PO Box 3760
San Luis Obispo, CA 93406

CITY
Lisa Solomon
Chief of Police
900 Park St.
Paso Robles, CA 93446

IN WITNESS WHEREOF, the parties have executed this agreement as of the date set forth below.

CITY OF EL PASO DE ROBLES
An Incorporated City in the State of California

By: _____
DUANE PICANO
Mayor
Date _____

ATTEST:

By: _____
NAME
Title
Date _____

COUNTY COUNSEL:
APPROVED AS TO FORM AND LEGAL EFFECT:
WARREN R. JENSEN
County Counsel

By: _____
KATHY BOUCHARD
Deputy County Counsel
Date _____

COUNTY OF SAN LUIS OBISPO
A Public Entity in the State of California

By: _____
FRANK MECHAM
Chairman of the Board of Supervisors
Date _____

ATTEST:

By: _____
JULIE RODEWALD
County Clerk and Ex-Officio Clerk
of the Board of Supervisors
Date _____

**CONTRACT
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EXHIBIT A

SCOPE OF SERVICES

1) County Obligations. The County shall perform the following duties.

a) Shelter Services

- i) Maintain, or cause to be maintained, an animal shelter whereat stray, owner surrendered, confiscated, quarantined and custodially impounded household pets are received and provided with appropriate care, housing, and shelter services in accordance with state regulations, local ordinances, and policies governing the humane treatment of such animals.
- ii) Provide services allowing sheltered animals to be returned to their owners, adopted into new homes, or to be humanely euthanized.
- iii) Provide for the receipt and publication of lost and found animal reports.
- iv) Provide services for the humane euthanasia of household pets and for the disposal of their remains.

b) Field Services

- i) Receive and respond to public calls for service related to alleged violations of local or state codes pertaining to the care, keeping, treatment, and management of animals.
- ii) Provide for the response to any of the following circumstances 24 hours a day, seven days a week:
 - (1) Domestic animals posing an active and present threat to public safety
 - (2) Domestic animals which are severely injured, ill, or in eminent risk and whose owner is unknown or unavailable.
 - (3) Domestic or wild animal demonstrating signs of possible rabies infection.
 - (4) Calls for assistance from law enforcement or emergency response personnel.
 - (5) Reported animal bites where the animal remains in the area unconfined and whose owner is unknown or unavailable.
 - (6) Loose livestock roaming on roadways or other public areas.

- iii) Provide for the response to any of the following during Animal Services' normal business hours:
 - (1) Pick-up and impoundment of unlimited numbers of stray confined, domestic animals.
 - (2) Pick-up and disposal of unlimited numbers of dead domestic animals from roadways, parks, and other public areas.
 - (3) Pick up and transfer to shelter of owned animals for surrender or euthanasia
 - (4) Pick up of dead owned animals for disposal
- iv) Provide for the necessary medical treatment and emergency care for domestic animals picked up by Animal Services personnel and for those domestic animals presented directly to veterinarians by private citizens and emergency response personnel.
- v) Provide for the receipt, processing and investigation of animal bite reports as well as the subsequent quarantine of animals in accordance with state codes pertaining to rabies control.
- vi) Receive and respond to reports of animals, domestic or wild, which are suspected to be rabid or to have been exposed to rabies infection and attempt to affect their capture. Captured animals will be processed in accordance with state codes pertaining to rabies control.
- vii) Receive and process all applications related to the keeping and sale of household pets; inspect and regulate permitted operations in accordance with local and state codes.
- viii) Provide for the recording, investigation, administrative hearings, and issuance of findings and orders related to animal nuisances, animal seizures or confiscations, and dangerous or vicious animals. Nuisances which remain unresolved following the issuance of an abatement order will be processed to court through the City Attorney's office.
- ix) Assist in the preparation and filing of court documents related to the civil and/or criminal prosecution of cases involving violation of municipal codes pertaining to the care, treatment, and keeping of domestic animals.
- x) Provide for the preparation, filing and civil or criminal prosecution of cases involving violations of California state codes pertaining to the care, treatment, and keeping of domestic animals.
- c) *Reporting:* Provide to the City quarterly service activity and financial reports reflecting field services, licensing, shelter operations, and humane education programs. Reports will detail this information for both the individual quarter and year-to-date.

- 2) City Obligations. The City shall perform the following duties.
- a) *Ordinance Conformity:* Adopt, either by direct incorporation in the municipal code or by way of reference, animal control ordinances which are in conformity to and are not in substantial conflict or in variation from Chapter 9 of the San Luis Obispo County Code.
 - b) *Prosecution of Municipal Code Violations:* Through the City Attorney, provide for the preparation, filing and civil or criminal prosecution of cases involving violation of municipal codes, pertaining to the care, treatment, and keeping of animals, including all such codes incorporated into the municipal code by way of reference.
 - c) *Assistance:* Provide such assistance and support to Animal Services personnel as may be reasonably necessary to safely and effectively execute the operations required by this contract within the City limits.
- 3) Animal Care and Control Coordination Group: The County and City agree to meet and confer periodically, along with other parties contracting for like services, during the term of this Contract. Specifically, the Animal Services Manager will coordinate at least one meeting each January, May, and September to review and discuss current issues as they relate to the fiscal and practical application of this contract. Additional meetings may be held from time to time as becomes necessary.

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EXHIBIT B

COMPENSATION

- 1) First Year Base Service Fee: The City agrees to pay to the County the amount of \$260,536 for services provided under this Contract during the first year of service.
- 2) Annual Service Fee Adjustment: After the first year of service under this Contract and in the event that a City Service Fee Determination has not been conducted pursuant to paragraph 4 of this exhibit within the preceding twelve (12) months, then an annual adjustment for inflation will be made to the City Service Fee . Inflationary adjustments will be calculated by the county no later than May 1st of each year and will become effective on July 1st of that year.

The inflationary adjustment factor will be determined by calculating the percentage increase of the Consumer Price Index (CPI) during the preceding calendar year. With regard to its application to the terms of this Contract, the Consumer Price Index (CPI) refers to the *Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Riverside-Orange Statistical Area*, as published by the Bureau of Labor Statistics.

In the event there is a decrease in the CPI during the preceding calendar year, service fees will remain unchanged.

- 3) Implementation of modified fees: Prior to the annual adjustment in the City service fee or in the event of a new City service fee determination, rates shall be adjusted following notification from the Health Agency Director to City. No further action by either party is necessary to implement said rates.
- 4) City Service Fee Determination: There shall be regular, periodic reviews of service fee assessed to the City at the following times or under the following circumstances:
 - a) *Service Fee Determination for Subsequent Contracts*. A service fee determination will be completed by County 60 days prior to the termination of the contract for the purpose of setting service fees for the subsequent contract term.
 - b) *Annual Review at Option of County or Other Contracting Parties*. The County, City, or any other party contracting with the County for like services during the term of this contract shall have the right to require a service fee determination be performed on the upcoming fiscal year's service fees by serving a written request for a rate review on the other contracting parties prior to May 1st of the preceding fiscal year. The rate determination will be completed by the County prior to June 30th and new City service fees shall go into effect beginning July 1st of the following fiscal year.

- 5) City Fee Determination Methodology: The County shall use a service based methodology for determining city service fees. The service based methodology shall be based on four key facets of Animal Services' operations:
- Field Service
 - Licensing
 - Shelter Operations
 - Education Services
- a) *Determination of Cost of Service* – The cost of providing services to the City will be calculated by determining the average percentage of service allocated to the City over the preceding three years for each of the four facets of operations and multiplying this percentage against Animal Services operational cost for each facet. Combined, this then represents the City's total service cost in proportion to the County and all other contracting parties.
- b) *Credit for Fees* – The average annual revenue generated from fees or fines assessed directly to residents of the City by Animal Services over the preceding three years will be applied against the City's total service cost.
- c) *Determination of Service Fee* – The fee assessed to the City for provision of services outlined in this contract shall be determined by subtracting the average revenue as determined by item 6b of this exhibit from the average cost of service as determined by item 6a of this exhibit.
- 6) Billing – County shall bill City for contracted services in quarterly increments. City shall remit payment to the County within thirty (30) days of receipt of billing.

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EXHIBIT C

DURATION

- 1) Effective Date: This contract shall be effective July 1, 2010 or fifteen (15) days following of the date of the signature of the County, whichever is later. The County shall be the last to sign this contract.
- 2) Duration: The term of this Contract shall expire June 30, 2013 unless terminated sooner as provided in Exhibit D.

**CONTRACT
FOR
ANIMAL CARE AND CONTROL SERVICES**

EXHIBIT D

GENERAL CONDITIONS

- 1) Termination: Either party may terminate this contract at any time by giving the other party thirty (30) days written notice of termination. Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services provided occurring prior to the effective date of such termination. County shall be paid for all work satisfactorily completed prior to the effective date of termination. In the event that the contract is terminated prior to the conclusion of a quarterly billing cycle, the City shall remit to the County a prorated amount based upon the number of days of service relative to the total number of days in the billing cycle.
- 2) Indemnification: Nothing in the provisions of this Contract is intended to create duties or obligations to, or rights in third parties not party 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 Contract. 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 forth or on account of injuries or death of any person or damage to property resulting from anything done or omitted to be done by the County under this Contract 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 Contract. It is also understood and agreed that pursuant to Government Code Section 895.4, the 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 fourth on account of injuries 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.

- 3) Notices: Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other shall be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses

appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

Notices for County shall be addressed to:

Eric Anderson
Animal Services Manager
PO Box 3760
San Luis Obispo, California 93406

Notices for Contractor shall be addressed to:

Lisa Solomon
Chief of Police
900 Park St.
Paso Robles, CA 93446

- 4) Status of the Parties' Officers/Employees/Agents: Neither party's officers, employees, agents, partners, other contractors or subcontractors shall be deemed to be employees of the other party at any time. Nothing in this contract shall be construed as creating a civil service employer- employee relationship or a joint venture relationship. No officer, employee, agent, partner, other contractor or subcontractor of the other party shall be eligible for membership in or any benefits from any plan for hospital, surgical, or medical insurance, or for membership in any retirement program, paid vacation, paid sick leave, other leave, with or without pay, collective bargaining rights, grievance procedures, appeals to the Civil Service Commission or any other benefits which inures to or accrues to an employee of the other party. The only performance and rights due the other party are those specifically stated in this contract.
- 5) Governing Law and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of California. Additionally, this contract has been formed and shall be performed in San Luis Obispo County; the venue for any legal action on the contract shall be in San Luis Obispo County.
- 6) Entire Agreement: This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without the prior written agreement of the parties.
- 7) Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- 8) Successors and Assigns: This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Contract, their assigns.

Exhibit D, Page 2 of 3

- 9) Captions: The captions to the various clauses of this Contract are for information purposes only and shall not alter the substance of the terms and conditions of this Contract.
- 10) Authorization: Each of the parties represents and warrants to the other that this Contract has been duly authorized by all necessary corporate or governmental action on the part of the representing party and that this Contract is fully binding on such party.

RESOLUTION NO. 10-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE MAYOR TO EXECUTE A THREE (3) YEAR CONTRACT WITH THE
COUNTY OF SAN LUIS OBISPO ANIMAL SERVICES DIVISION
FOR ANIMAL CARE AND CONTROL SERVICES

WHEREAS, the City of El Paso de Robles has contracted with the County of San Luis Obispo Sheriff's Department Animal Services Division for Animal Control Services for many years; and

WHEREAS, the current contract for animal control services expired June 30, 2010; and

WHEREAS, a Study Team comprised of representatives from the County and contracting cities have performed a comprehensive analysis of the Animal Services program and associated costs; and

WHEREAS, the Study Team has recommended a newly proposed method of cost allocation; and,

WHEREAS, the Study Team, including a member of the Paso Robles Police Department, will continue working by contract to find alternatives to reduce contract costs through revenue generation and/or policy changes.; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles does authorize the Mayor to execute the "Contract for Animal Care and Services" representing a three (3) year contract for animal control services between the City of El Paso de Robles and the San Luis Obispo County Animal Services Division in the amount of \$260,500 for the first year, with CPI adjustments as indicated in each subsequent contract year.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 6th day of July 2010, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk