

RESOLUTION NO. 91-88

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL PASO DE ROBLES APPROVING A CONTRACT  
WITH THE COUNTY OF SAN LUIS OBISPO FOR ANIMAL  
CONTROL SERVICES

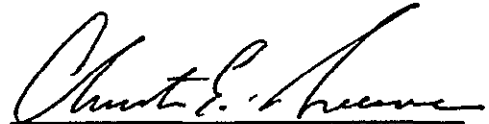
BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles that the contract attached herewith as Exhibit "A" between the County of San Luis Obispo and City of El Paso de Robles for animal control services is hereby approved and the Mayor is authorized to execute said contract on the behalf of the City.

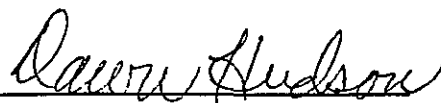
PASSED AND ADOPTED by the City Council of the City of El Paso de Robles, this 2nd day of July, 1991 by the following vote:

AYES: Russell, Reneau, Martin, Picanco and Iversen

NOES: None

ABSENT: None

  
\_\_\_\_\_  
Christian E. Iversen, Mayor

  
\_\_\_\_\_  
Dawn Hudson, Deputy City Clerk



IV-I



# City of El Paso de Robles

"The Pass of the Oaks"

*Original to County*

June 17, 1991

TO: City Council

FROM: Mike Compton,  
Director of Administrative Services *(MK)*

SUBJECT: Animal Control Contract -Fiscal Year 1991-92

### Recommendation

That the City Council adopt Resolution No. 91-88 approving a contract for animal control services with the County of San Luis Obispo, Department of Animal Regulation and authorize the Mayor to execute said contract.

### Discussion

As the City Council is aware, the City's contract with the County for animal control services expires June 30, 1991. The County has presented all cities with a new contract for the next three year period which is similar in all respects to the current contract except the "not to exceed cost" has been increased from \$26,000 annually to \$55,000.

As per Council's direction during presentation of the budget, June 10, 1991, staff is proceeding with the organization and implementation of a joint effort with the City of Atascadero to provide animal control services to our communities. While staff recognizes the unattractiveness of providing animal control services, it appears that the only way to provide an effective, efficient program at an acceptable cost is to undertake providing such services ourselves.

While the respective staff's of each City are working out the details and implementing the actions necessary to become operational, such as executing a facility lease, hiring an animal control officer, purchasing equipment, etc., it would be necessary for County Animal Regulation to continue providing services in the interim. Thus, the reason this contract is presented for your consideration. When staff is prepared to implement our own program, the respective cities would terminate the contract with County Animal Regulation as per the terms of the contract.

### Fiscal Impact

Providing our own animal control services will save the Paso Robles approximately \$5,000 to \$17,000 in the first year and \$30,000 annually in subsequent years due to not having again to pay for one time startup costs.

Yo: Mike C. 2-11-91

# County of San Luis Obispo



COUNTY GOVERNMENT CENTER, RM. 370 ■ SAN LUIS OBISPO, CALIFORNIA 93401-5475011

RECEIVED  
CITY CLERK

NOV 29 1990

November 27, 1990

Jerry Bankston, City Manager  
City of Paso Robles  
P.O. Box 307  
Paso Robles, CA 93447

CITY OF PASO ROBLES

OFFICE OF THE  
COUNTY ADMINISTRATOR

Re: Agreement for Continued Animal Control Services

Dear Mr. Bankston:

As you are aware, 1990-91 is the third year of the existing three year agreement between the Cities and the County for the provision of animal control services. The County is interested in entering into a similar agreement covering the next three years. To that end, a draft agreement is attached for your review.

We are also forwarding copies to the members of the Animal Control Advisory Committee for their review. The agreement will probably be scheduled for discussion by that committee at their December meeting. It is our hope that the agreement can be conceptually approved in time for all involved agencies to make the necessary budget projections for 1991-92.

The agreement is essentially the same as the existing one, with a couple of changes. The most significant change deals with the way program costs are computed and shared between the Cities and County. Over the last three years, the cities have been the recipients of approximately 70% of program services while contributing less than 30% of the program's net cost revenues. The proposed agreement intends to more equitably distribute net cost to those jurisdictions utilizing the service. In the case of almost every city, the net cost to the city will be approximately double the "not to exceed" amount from the current year. The proposed amount for your city is contained in Section 15 of the draft agreement.

I would be glad to meet with you to go over the agreement in detail if you'd like. If you have any preliminary questions, please contact Jeff Hamm of my office. Specific questions call also be directed to Dr. Rowland in his capacity as Department Head and staff to the Advisory Committee on this issue.

Sincerely,

ROBERT E. HENDRIX  
County Administrator

12/2  
To: Police Chief  
City of  
For Animal  
Committee

cc: City Managers  
G.B. Rowland, M.D., Health Agency Director  
Robert Dollahite, Director of Animal Regulation

jh/agrmt

**AGREEMENT FOR  
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this 1st day of July, 1991, by and between the County of San Luis Obispo, hereinafter referred to as "County", and the City of \_\_\_\_\_, 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 Department of Animal Regulation; 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 the Department of Animal Regulation 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 Service.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**1. Definition**

- a. "Animal" as used in this Agreement means any species of vertebrate creature normally handled by the department.
  
- b. "Animal transaction for City" as used in this Agreement means any of the following actions taken by County on City's behalf:
  1. Search;
  2. Seizure;
  3. Capture or attempted capture;
  4. Bite investigations;
  5. Issue of written warning or citation;
  6. Pick-up and disposal of dead animal;
  7. Cruelty investigation;
  8. Complaint investigation;
  9. Adoption/Redemption/Destruction;
  10. Quarantines;
  11. Pick up of live animal;
  12. Meet officer or other Official;
  13. Other necessary responses;
  
- c. "Animals sheltered for City" as used in this Agreement shall mean any animal delivered to the animal shelter from within a City's corporate limits and each day shall constitute a separate charge.

d. "Man-hour" as used in the Agreement shall refer to the services of any single County officer, agent, or employee for one hour. Man-hours shall be recorded to the nearest one-half (1/2) hour and shall include but not limited to:

1. Nuisance investigation and proceedings;
2. Court proceedings;
3. Vicious dog prosecution;
4. Immobilization;
5. Extended cruelty investigation;
6. Other necessary responses;

e. "Overall Program Costs" as used in this Agreement shall mean total operating costs incurred in providing services of any single component, as hereinafter described, to any unincorporated areas of County together with the total operating costs incurred in providing services of any single component to any incorporated community within County contracting for said component. Such costs shall include the cost of any leased premises, equipment, and those subcontracted services as hereinafter described.

f. "Emergency Services" as used in this Agreement shall mean those services provided by one or more animal control officers during hours other than regular business hours in response to a call concerning animal bites, sick or injured animals, or situations in which animals are constituting an immediate threat to public safety. Emergency services do not include responses to animal nuisances such as barking or stray dogs. When immediate response is required because of a potential danger to life or property, the department shall respond in an appropriate manner and inform the city designee for ratification. Reports of responses shall be sent weekly in an appropriate manner to the City designee for ratification. Disputes over billing will be settled by the Animal Control Advisory Committee.

g. "Court/Proceedings" as used in this Agreement shall mean actual time involved by one or more Animal Control Officers in conducting investigations, preparing documents and/or participating in court proceedings resulting from an incident within a City's corporate limits.

2. **Services Components** - The County agrees to provide all necessary labor, facilities, and equipment to supply the following animal control service components:

a. **General Administration** - County agrees to provide management and supervision of the animal control program, to keep records and provide statements as hereinafter specified, to operate an animal release annex, to maintain a headquarters with communication center and dispatcher service. These services shall hereinafter be referred to as the "general administration component".

- b.** Ordinance Conformity - City agrees to adopt animal control ordinances which conform to and are not in conflict with Chapter 9 of the San Luis Obispo County Code. Changes and modifications to City codes may be conducted with the County Department of Animal Regulation's consultation before adoption. County Department of Animal Regulation may also make recommendations to City for changes or modifications to their City ordinance. This service shall hereinafter be referred to as the "Ordinance Review Component".
  - c.** Animal Control Enforcement - County shall enforce all City Animal Control ordinances and State laws within City's corporate limits, investigate complaints, including complaints involving animal bites, and issue citations. These services shall hereinafter be referred to as the "animal control enforcement component", but services under this component shall not include enforcement of City animal licensing ordinances, which is covered under the "licensing component", nor shall it include enforcement of zoning ordinances dealing with animals.
  - d.** Animal Shelter - The County maintains a pound and provides for the care, housing, and disposal of animals seized within a City's corporate limits or delivered by City's residents. It is understood and agreed that the County may subcontract the obligations of the paragraph to an independent contractor or at its option undertake to perform these duties itself. These services shall hereinafter be referred to as the "animal shelter component".
  - e.** Public Education - County shall provide information the public on the necessity of animal control as recommended by the Animal Regulation and Control Advisory Committee. This service shall hereinafter be referred to as the "public education component".
  - f.** Licensing - County shall collect license fees, issue licenses and receipts for license, enforce City licensing ordinances, and enforce state and local rabies control laws. County may choose to conduct an animal vaccination clinic. These services shall hereinafter be referred to as the "licensing component".
  - g.** Animal Population Control - County may choose to conduct a spay and neuter clinic/or program.
- 3.** Animal Regulation and Control Advisory Committee - There shall be an Animal Regulation and Control Advisory Committee whose responsibility it will be to review and recommend on all matters of Departmental Policy regarding overall program administration, level and quality of service, budget, and ordinance development and amendments. This Advisory Committee shall be made up of: one representative from each City contracting with the County, one representative from the County's Veterinarians' Association, one representation from an Animal Welfare Society, one representative from the County Health Department, one representative of the Highway Patrol, one representative from the Department of Animal Regulation, one representative of the County Administrative Office, and one representative from the County Sheriff's Department. The Committee shall receive staff support from the Department of Animal Regulation.

4. **Supervision** - The rendition of services specified in paragraph 2 of this Agreement, and matters incidental to the performances of said services, and the control of personnel so employed, shall remain in the County.
5. **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.
6. **Special Supplies** - It is agreed that in all instances wherein special supplies, tools, vehicles, equipment, stationary, notices, forms, and the like must be used in the performance of this contract on behalf of the City, the same shall be supplied by City at its own cost and expense.
7. **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.
8. **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 or in connection with any work, authority or jurisdiction delegated to the City under this Agreement except as otherwise provided by Statute.

9. **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.
10. **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.
11. **Term and Renewal** - This Agreement shall be effective on the 1st day of July, 1991, and shall terminate on the 30th day of June, 1994. All fees, charges, and payments required by paragraph 12 (A-H) and paragraph 15 shall be adjusted each July 1st of the three year duration of the contract. This adjustment shall be for any increase in County's cost of providing services. The Department 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. This contract is subject to cancellation by either party by notification in writing of the desire to terminate contract. Notification shall be required 30 days in advance of the termination date.
12. **Allocation of Operating Costs** - Charges to City for the services provided by County shall be computed on the following basis:
- a. Charges for general administration and ordinance review shall be \$6.00 for each animal transaction for City (as defined in subparagraph 1(b) of this Agreement). A \$6.00 charge shall also be applied for each animal delivered to the control facility by a resident of the City. The charges allocated to City pursuant to this subparagraph 12(a) shall be added to the charges made pursuant to subparagraphs 12(b) and (c) below when those charges are applicable.
  - b. Charges for animal control enforcement service component shall be \$22.00 for each animal transaction (as defined in paragraph 1(b) of this Agreement) in which the service of an Animal Control Officer is involved, but excluding those services where charges are made pursuant to subparagraph 12(f) below. The charges allocated pursuant to this subparagraph 12(b) shall be added to the charges described in paragraph 12(a) above, and where applicable, they may also be added to the charges described in paragraph 12(c) below.
  - c. Charges for the animal shelter services component shall be \$6.50 for each animal sheltered for City (as defined in paragraph 1(c) of this Agreement). The charges allocated pursuant to this subparagraph 12(c) shall be added to the charges described in subparagraph 12(a) above and where applicable they may also be added to the charges described in subparagraphs 12(b) and (f).
  - d. Overall program costs (as defined in paragraph 1(e) of this Agreement) for public education



component services shall be multiplied by the City's population percent, and that sum shall be charged to City. In no event shall City's allocated costs for the public education component exceed \$.30 per capita.

e. Charges for the licensing component services shall be \$6.50 for each one year license issued for City. On multiple year tags, the charge shall be \$4.50 for the second and/or third year as a processing/renewal fee.

f. In payment for those emergency services (as defined in paragraph 1(f) of this Agreement) provided to City when only standby animal control officers are on duty, City shall be charged \$66.00 per man hour. This charge shall be on a portal-to-portal basis, and when applicable, may be added to the charges imposed pursuant to subparagraphs 12(a) and (c) above.

g. Charges for Court/Proceedings (as defined in Paragraph 1(g) of this Agreement) resulting from an incident within the incorporated limits of a City, shall be charged to that City at a rate of \$65.00 per man hour.

h. Charges for unrecovered fees, band checks, and veterinarian services shall be on an actual cost recovery.

13. **Revenue from Fees and Impounds** - Revenue from impound charges collected on animals taken from within City's corporate limits will be credited against City's allocated costs.
14. **Revenue from Licensing** - Revenue collected in licensing animals owned or adopted by residents of City shall be credited to City's allocated costs.
15. **Deficits** - City shall pay County any deficits between total revenue credited to City and City's allocated costs. City agrees sum of \$ 55,000 represents a reimbursement which shall, within the conditions of this contract, be maximum under which County shall be excused from any further performance. When in the calculation of charges incurred, the Animal Regulation Department costs equal said amount this clause shall act as a condition subsequent excusing the County from any further service under the terms of the contract. Said payments shall be made on or before the 31st day of August of each year of this Agreement's existence.
16. **Enforceability** - The invalidity and unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other terms or provisions.
17. **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.
18. **Assignment of Personnel** - The number of Animal Control Officers assigned to any activity shall be within the discretion of the Department of Animal Regulation of The County of San Luis Obispo.
19. **Optional Reduction in Services** - Notwithstanding any provision herein to the contrary, after notification of low funds, City shall have the option to select a reduced level of service for the

remainder of the contract period. The option shall be in writing and shall be submitted to the County. The Department will provide a quarterly report of financial status of City's program in a format acceptable to the Animal Control Advisory Committee. Said reports are ordinarily provided at the end of the third, sixth, ninth, and twelfth months of each calendar year. City may notify Director of its election to reduce services within any two weeks after receipt of said report. Upon receipt of notice said election Director will provide a reduced level of service, including emergency services. It is the intent of the parties to provide a continuation of mandated, emergency services to the community under this paragraph as an alternative to service termination as provided in paragraph 14 above.

20. **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.
21. **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:

**Department of Animal Regulation  
P.O. Box 3760  
San Luis Obispo, CA 93403**

and to the City at:

**IN WITNESS THEREOF**, City of \_\_\_\_\_ by 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** \_\_\_\_\_

**COUNTY OF SAN LUIS OBISPO**

**By:** \_\_\_\_\_  
**Mayor**

**By:** \_\_\_\_\_  
**Chairman, Board of Supervisors**

**ATTEST:**

**ATTEST:**

**By:** \_\_\_\_\_  
**City Clerk**

**By:** \_\_\_\_\_  
**, Board of Supervisors**

**By:** \_\_\_\_\_  
**County Counsel**

**Date:** \_\_\_\_\_