RESOLUTION NO. 09-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING THE MAYOR TO EXECUTE A THREE (3) MONTH CONTRACT EXTENSION WITH THE COUNTY OF SAN LUIS OBISPO SHERIFF'S DEPARTMENT ANIMAL SERVICES DIVISION FOR ANIMAL 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 will expire June 30, 2009; and

WHEREAS; Health Agency and Administrative staff, working with a contingent of City representatives, are currently performing an Animal Services study which includes identifying specific services, data collection elements, and cost allocation and fee setting methodology with the intent that a clear understanding of appropriate rates for animal control services will be determined; and

WHEREAS, the County and the City wish to extend the existing contract for three (3) months at a rate of $50,100 for the specified term.

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 "First Amendment to Contract for Animal Services" representing a three (3) month contract extension for animal control services between the City of El Paso de Robles and the San Luis Obispo County Sheriff's Department Animal Services Division in the amount of $50,110.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of July 2009 by the following vote:

AYES: Gilman, Hamon, Steinbeck, Strong and Picanco
NOES:
ABSENT:
ABSTAIN:

_____
Duane Picanco, Mayor

ATTEST:

_____
Cathy David, Deputy City Clerk

FIRST AMENDMENT TO CONTRACT FOR ANIMAL SERVICES

This FIRST AMENDMENT is entered into between the County of San Luis Obispo, a public entity in the State of California (hereafter referred to as "County") and the City of Paso Robles, (hereafter referred to as "City").

WHEREAS, on July 1, 2006, the County executed a contract with the City to provide animal services within its boundaries by the County's Division of Animal Services; and

WHEREAS, the contract expires on June 30, 2009; and

WHEREAS, Health Agency and Administrative staff, working with a contingent of City representatives, are currently performing an Animal Services study which includes identifying specific animal services provided to the City, data collection elements, allocation and fee setting methodology, with the intent that the Cities will gain a clearer understanding of the rate setting process; and

WHEREAS, County and City wish to extend the contract for an additional three months beyond the expiration date and desire to amend the contract to reflect the extended term.

NOW THEREFORE:

1. The following line shall be added to the original Attachment A to include the three month extension:

   July 1, 2009 to September 30, 2009 $50,110

2. The following paragraph shall be added to the Section labeled TERM AND RENEWAL and the Contact is hereby amended with the following language added:

   The term of this Contract is hereby extended to September 30, 2009, unless terminated earlier by mutual agreement of the parties. The Health Agency Director shall have authority to act pursuant to this paragraph.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this Renewal of Contract.

Executed as of the date set forth herein.

CONTRACTOR:

City of Paso Robles

By:_____ _____
Mayor of the City of Paso Robles Date

ATTEST:

By:_____ _____
Clerk for the City of Paso Robles Date

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren Jensen
County Counsel

By: _____ _____
Deputy County Counsel Date

COUNTY:

Bruce Gibson
Board of Supervisors

By: _____ _____
Chairperson of the Board of Supervisors Date

ATTEST:
Julie Rodewald
Clerk-Recorder

By:_____ _____
Clerk and Ex. Officio Clerk of the Board of Supervisors Date

COPY

SAN LUIS OBISPO COUNTY SHERIFF'S DEPARTMENT
ANIMAL SERVICES DIVISION

AGREEMENT FOR ANIMAL SERVICES

This Agreement is made and entered into on July 1, 2006, 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," and shall be and remain in effect through and including June 30, 2009, unless sooner terminated as herein provided.

WITNESSETH:

THAT WHEREAS, The City is desirous of contracting with the County for performance of the hereinafter described animal 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 with the County for Animal Services within the City limits.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

DEFINITIONS - Used throughout as follows:

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

Household/Domestic Pets /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.

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

Business Hours means hours of operation provided by Animal Services: Monday, Tuesday, Thursday, Friday from 8:00 a.m. to 5:00 p.m., Wednesday from 8:00 a.m. to 7:00 p.m., and Saturday from 10:00 a.m. to 4:00 p.m.

COUNTY RESPONSIBILITIES:

Maintain an Animal Services Division - to provide management and supervision of programs, to maintain records and statistics, and enforce laws and ordinances .

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.

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 to contracting City related to licensing, services from the field, outcomes, and category of contacts.

DESCRIPTION OF SERVICES:

1. SHELTER PROVISIONS/ANIMAL DISPOSAL

The availability of a shelter to provide care for stray animals transported by citizens to the animal shelter from within the City incorporated boundaries. This shall include the administration necessary for surrender of animals at the shelter, the care of animals during the five (5) day holding period, and final disposal of animals through redemption, adoption, or destruction.

a) The receipt of household pets delivered to the shelter or at drop-off kennels.

b) Sheltering of household pets received at the shelter in accordance with state regulations, local ordinances, and policies governing humane treatment of such animals.

c) Services for returning impounded animals to their owners, adoption of or humane destruction of animals received or brought to the shelter.

2. **ANIMAL BITE INVESTIGATIONS/QUARANTINES**

The taking of animal bite reports and subsequent investigations and quarantine of bite animals. Investigation of all animal bites involving humans and the quarantine of biting animals pursuant to state regulations and local ordinances. 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. 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.

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 animals. Response to potentially rabid small wildlife and domestic pets when someone is on the 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.

Emergency and after hour services for any of the following:

a) Severely injured/sick dogs or cats when legal owner unknown or unavailable.

b) Hold animals relative to an arrest or accident.

c) Aggressive/vicious domestic animals when legal owner unknown or unavailable and reporting party is standing by.

d) Bite dogs/cats when legal owners are unknown or unavailable and reporting party is standing by.

e) Potentially rabid animals including small wildlife when reporting party remains on the scene.

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 the cleaning of designated kennels.

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 as described above. Pick up shall include dogs, cats, other domestic animals during business hours of operation, including domestic animals dead on arrival.

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 domestic animal pick-up

2) Dead stray domestic 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 veterinarian of owned animal (fee paid by citizen)

7) Respond to the humane care of injured/sick stray domestic animals by Good Samaritans. Medical treatment and emergency veterinary care for stray domestic animals presented to veterinarians by Animal Services employees and Good Samaritans.

7. CITIZEN COMPLAINTS

The processing of citizen complaints, response to complaints, maintaining cumulative records, and action taken on complaints including, but not limited to: barking dogs, leash law violations, animal abandonment, and animal cruelty.

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 Attorneys' offices. All activities involved in the processing of nuisance abatement petitions, investigations, orders, hearings, including preparation for court proceedings when necessary.

9. FIELD ENFORCEMENT

Processing and performing patrols within a specified area when requested by a citizen

and issuance of citations for violations. The addition of further field enforcement other than field pick-up as described above, but not limited to: random patrol, patrol requests, ordinance violation citations, and agency assists.

10. **COURT FILINGS & PROCEEDINGS**

Filing aggressive, cruelty, or abandonment cases to court with approval of City Attorneys' office. Collection of incident reports, photographs, etc. Court appearances and follow up related to these cases.

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 of the Highway Patrol, one representative from Animal Services, 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 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 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 forth 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 forth 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 "Indemnification" 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 2006, and shall be subject to termination by either party upon thirty days advance written notice to the other party. Assuming neither party exercises its right to terminate this Agreement, the Agreement shall terminate on June 30, 2009.

CITY NOTIFICATION - no later than May 1st 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 1st of their agreement to pay for services. Attachment A reflects the annual costs.

CITY RESPONSIBILITY - City agrees to pay to County for County Services under this contract the dollar amount as set forth in Attachment A which is attached to the contract and incorporated by reference.

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.

County and City acknowledge that in performing its contractual obligation, County costs exceed the amount it receives pursuant to this contract. Therefore, County and City agree that should the County be eligible for any future State reimbursement pursuant to SB90 / Hayden Legislation, the full amount of any reimbursement shall be forwarded and retained by the County.

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 of this agreement shall be sent by certified or registered mail to the County at:

San Luis Obispo Sheriff's Department
Animal Services Division
P.O. Box 3760
San Luis Obispo, CA 93403-3760

and to the City at:

City of Paso Robles
1000 Spring St
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: _____

Mayor Frank Mecham

ATTEST:

By: _____

Deputy

City Clerk Deborah Robinson

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman, Board of Supervisors

ATTEST:

By: _____

Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.

By: _____

Deputy County Counsel

Date: _____

ATTACHMENT A

SAN LUIS OBISPO COUNTY SHERIFF'S DEPARTMENT
ANIMAL SERVICES DIVISION

AGREEMENT FOR ANIMAL SERVICES

PASO ROBLES agrees to pay annually for services:

July 1, 2006 to June 30, 2007	**$113,004.00**
July 1, 2007 to June 30, 2008	**$140,343.07**
July 1, 2008 to June 30, 2009	**$174,296.29**

RESOLUTION NO. 06-065

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 SHERIFF'S DEPARTMENT ANIMAL SERVICES DIVISION FOR ANIMAL 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 will expire June 30, 2006; and

WHEREAS; the County has proposed a contract to continue providing existing service levels with cost increases each year in pursuit of "full cost recovery;" and

WHEREAS, the proposed contract will provide for animal control services to the City of Paso Robles through June 30, 2009.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of El Paso de Robles does authorize the Mayor to execute a three (3) year contract for animal control services between the City of El Paso de Robles and the San Luis Obispo County Sheriff's Department Animal Services Division.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 2nd day of May 2006 by the following vote:

AYES: Heggarty, Picanco, Strong, and Mecham
NOES: Nemeth
ABSENT:
ABSTAIN:

Frank R. Mecham, Mayor

ATTEST:

Cathy M. David, Deputy City Clerk

RESOLUTION OF THE COUNCIL
OF THE CITY OF PASO ROBLES, STATE OF CALIFORNIA

IN THE MATTER OF: **No. 06-065**

~~Approving Three Year Contract with County of~~
San Luis Obispo Sheriff's Department Animal Services Division, for Animal Control Services

I, Cathy M. David, Deputy City Clerk of the City of Paso Robles, certify that the foregoing is a full, true and correct copy of Resolution No. 06-065 proposed by Councilmember Heggarty, seconded by Councilmember Strong, and duly passed and adopted by the Council of the City of El Paso de Robles at its regular meeting on May 2, 2006, by the following vote:

AYES:	Councilmembers:	Heggarty, Picanco, Strong, and Mecham
NOES:	Councilmembers:	Nemeth
ABSTAIN:	Councilmembers:	None
ABSENT:	Councilmembers:	None

Cathy M. David

Cathy M. David, Deputy City Clerk and
Ex-Officio Clerk of the City Council