

Lompoc City Council Agenda Item



City Council Meeting Date: July 18, 2006

TO: Honorable Mayor and Members of the City Council
FROM: Gary P. Keefe, City Administrator
SUBJECT: ONE-YEAR EXTENSION OF AGREEMENT FOR ANIMAL CONTROL SERVICES WITH SANTA BARBARA COUNTY

RECOMMENDATION:

That the City Council authorize the Mayor to sign a one-year extension of our existing per capita fee agreement with Santa Barbara County for animal control services, July 1, 2006 through June 30, 2007 in the amount of \$217,935.00.

DISCUSSION:

Historically, Santa Barbara County has provided animal control services for the City of Lompoc, operating out of the Lompoc Animal Control Shelter. Lompoc Animal Shelter staff also provide services to the unincorporated areas of the County.

As Council will recall, the City and County operated under a fee-for-service contract for many years, but a per capita fee methodology was adopted by Santa Barbara County in July of 2002. In October of 2002, the Lompoc City Council approved a two-year agreement utilizing the per capita fee methodology for our contract with the County. The per capita fee schedule represents a substantial increase over the fee-for-service contract costs, and these new costs were phased in over a four-year period. During the first year, the County recovered 70% of their costs, followed by 80% the second year, 90% in the third year, and 100% in the fourth year (FY 2005-2006). The City costs have been:

- FY 01-02 \$ 75,000
- FY 02-03 \$133,834
- FY 03-04 \$152,942
- FY 04-05 \$195,000
- FY 05-06 \$216,927

The City of Lompoc's costs to extend this contract for an additional year will be \$217,935. The increase is related to increased County costs for salaries. The annual fee and term of the agreement are the only modifications.

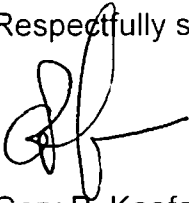
FUTURE COUNTY STRATEGIES:

The Santa Barbara County "Animal Service Project Team Report" was accepted by the Board of Supervisors on June 6, 2006, and a recommendation to move the Animal Services Program to the General Fund beginning in FY 2006-07 was approved through the County budget process. Another twelve recommendations were deferred for future consideration, one of which was long term continued operation of the Lompoc Shelter, and another was the addition of a half-time or full-time Kennel Attendant at the Lompoc Shelter.

SUMMARY:

The City of Lompoc's FY 2006-07 Budget includes an allocation sufficient to cover the costs of the recommended amendment. While the term of this Agreement is effective July 1, 2006, ending June 30, 2007, the City or County may cancel and terminate this Agreement upon giving ninety days advance written notice of termination. Staff will continue to monitor the services provided by the County of Santa Barbara Animal Control under the per capita fee structure.

Respectfully submitted,



Gary P. Keefe
City Administrator

Attachments:

- 1) One-Year Amendment to Agreement
- 2) Existing Agreement for Animal Control Services
- 3) County Animal Services Project Team Report

FIRST AMENDMENT FOR FY 2006-07 TO THE
ANIMAL CONTROL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA BARBARA
AND THE CITY OF LOMPOC FOR THE
REGULATION, CONTROL, AND ENFORCEMENT
OF ANIMAL CONTROL ORDINANCES WITHIN
THE CITY OF LOMPOC

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT (hereafter Amendment One) to the Agreement for Animal Control Services, July 1, 2004, (hereafter Contract), made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County), and City of Lompoc (hereafter City.)

Whereas, the parties desire to amend the Contract to extend the term of the Contract and to adjust the compensation payable to County for services performed under the Contract; and

Whereas, this Amendment One incorporates the terms and conditions set forth in the Contract, except as modified by this Amendment One.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and City enter into this Amendment One on July 1, 2006, and hereby agree to amend the Contract as follows:

Section 1: Paragraph III: Annual Fee to City is amended to read in its entirety:

Paragraph III: Annual Fee to City

City shall pay County \$195,234 for those services set forth in this Agreement by the County between July 1, 2004 through June 30, 2005 (FY 2004-05) and \$216,927 for those services by the County between July 1, 2005 and June 30, 2006 (FY 2005-06) \$217,935 for those services by the County between July 1, 2006 through June 30, 2007 (FY 2006-07) rendered under this Agreement to the City from the County operated shelter in Lompoc. Payment for said services rendered is due and payable upon receipt of invoice by County and execution of Agreement by City and represents a percentage of the total operating costs for services rendered to the City of Lompoc from the County operated shelter in Lompoc.

Section 2: Paragraph IX. Term of Agreement is amended to read in its entirety:

Paragraph IX. Term of Agreement

The term of this Agreement shall be effective on July 1, 2004 2006 and ending on June 30, 2006 2007.

Section 3: Relationship of Amendment(s) to Original Contract

All the provisions of the Contract shall continue in effect except as modified by this Amendment One.

Section 4:

In the event of any conflict or inconsistency between the provisions of this Amendment One and the original Contract, including any amendments thereto, the provisions of this Amendment One shall control in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment One entered on July 1, 2006, to be executed by their duly authorized officers.

COUNTY OF SANTA BARBARA

ATTEST:
CLERK OF THE BOARD

By: _____
Deputy Clerk

By: [Signature]
for Chair. Board of Supervisors
Date: 6/20/06

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy County Counsel
G-14-06

By: [Signature]
Deputy

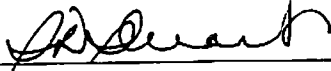
PUBLIC HEALTH DEPARTMENT
MICHELE MICKIEWICZ, MPH
INTERIM DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: [Signature]
Interim Director

By: [Signature]
Risk Management

CITY OF LOMPOC

By: 
City Attorney

By: _____
City Administrator

By: _____
Mayor

Agreement for Animal Control Services

THIS AGREEMENT, entered into this 1st day of July, 2004, between the City of Lompoc, a municipal corporation in Santa Barbara County, California, hereinafter referred to as "City", and COUNTY OF SANTA BARBARA, a body politic, hereinafter referred to as "County",

WITNESSETH:

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Control ordinances within the City, and has determined that the best interest of the City would be served by having the service provided by the County for said purpose; and

WHEREAS, the City has by resolution, as provided for in Section 101375 and 101380 of the California Health and Safety Code, obtained the services of the County for the enforcement in the City of State public health laws as follows:

- A. Orders, quarantine regulations, and rules prescribed by the State Department and other regulations issued under provisions of the Health and Safety Code; and
- B. Statutes relating to public health;

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

WHEREAS, the County is willing to render the service of Animal Control Services as herein defined, within the City, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto agree as follows:

I. Definition

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

1. **IMPOUND:** Taking physical custody of an animal that will be taken to the County Animal Shelter or relocated.
2. **SHELTER BOARDING:** Providing food, water and housing for an impounded animal, and the cleaning and

disinfecting of such housing on a daily basis.

3. EUTHANASIA - DOG: The humane destruction of a dog.
4. EUTHANASIA - CAT: The humane destruction of a cat.
5. EUTHANASIA - OTHER: The humane destruction of an animal other than a dog or cat.
6. OFFICER ACTIVITY: Each individual response by County Animal Control Officer for City code enforcement and/or each response by County Animal Control Officers to animal-related complaints that are either called directly into the shelter office, given directly to the officer in the field by the complainant or generated by the field officer upon seeing a problem.
7. DEAD ANIMAL PICK-UP: Taking physical custody of a dead animal for disposal.
8. EMERGENCY NIGHT CALL: Response based on established priorities to the scene within 2 hours of notification, after normal working hours (5:00 p.m. to 9:00a.m., Monday through Friday), and weekends, to a prioritized list of emergencies, established and approved by County including, but not limited to: stray domestic animals with life-threatening injuries, loose livestock creating a traffic hazard, a stray vicious animal that is an immediate threat to public safety or emergency requests from law enforcement agencies.

After hours priority calls are defined and prioritized as follows:

1. Loose animals endangering the safety of humans.
2. Reported bites where the animal is not confined and the owner is unknown.
3. Injured animals with no known owner.
4. Law enforcement requests for assistance with a live animal.
5. Loose livestock.

II. SERVICE: SCOPE OF SERVICE

A. The parties agree that the County's division of Animal Services shall perform a full service animal control program in the City, including the following services:

1. Those services set forth in Section I, Definition.
2. County agrees that its' Division of Animal Services will enforce the following City ordinances for the duration of this Agreement:
 1. LCC Section 0601: Animals Running at Large Prohibited: Exception For Dogs On Leash;
 2. LCC Section 0602: Picking Up Trespassing Animals;
 3. LCC Section 0603: Keeping of Wild Animals and Reptiles;
 4. LCC Section 0604: Temporary Permit for Circuses, Etc.;
 5. LCC Section 0606: Animals Suspected of having Rabies;
 6. LCC Section 0607: Keeping Cow, Calves or Goats within Certain Distance of Dwellings;
 7. LCC Section 0608: Animals on Sidewalks;
 8. LCC Section 0609: Controlling Dogs in Heat;
 9. LCC Section 0610: Keeping of Bees;
 10. LCC Section 0611: Limitation on Number of Dogs;
 11. LCC Section 0612: Crowing Roosters Prohibited;
 12. LCC Section 0613: Keeping of Animals for 4-H, FFA or Approved Education or Scientific Projects;
 13. LCC Section 0616: Removal and Improper Use of Licenses and Vaccination Tags;
 14. LCC Section 0617: Required - Generally;
 15. LCC Section 0618: Same - Exceptions (Licenses);
 16. LCC Section 0620: No License Without Vaccination;
 17. LCC Section 0621: Certificate to Owner;
 18. LCC Section 0626: Vaccination - Required; Exception
 19. LCC Section 0627: Same - Prerequisite to Licensing; Type to be Used;
 20. LCC Section 0628: Same - Performance; Issuance and Contents of Certificate;
 21. LCC Section 0629: Biting Animals;

- 22. LCC Section 0631: Same - Determination of Whether Rabid or Not; Destruction or Release;
- 23. LCC Section 0632: Right of Entry of Health Officer Where Rabies, etc., Suspected;
- 24. LCC Section 0633: Establishment and Location of Public Pound;
- 25. LCC Section 0637: Same - Care of Animals in Custody;
- 26. LCC Section 0639: Same--Enforcement of Chapter;
- 27. LCC Section 0642: Hindering – Obstructing;
- 28. LCC Section 0643: Delivery of Stray Animals to Animal Health and Regulation Officer;
- 29. LCC Section 0644: Disposition of Impounded Animals;
- 30. LCC Section 0645: Redemption of Impounded Animals;
- 31. LCC Section 0646: Impoundment of Stray Dogs;
- 32. LCC Section 0647: Destruction of Diseased Animals;
- 33. LCC Section 0648: Redemption of Impounded Animals;
- 34. LCC Section 0649: Disposition of Unredeemed Animals;
- 35. LCC Section 0650: Records of Animals Impounded;
- 36. LCC Section 0652: Dog Kennel, Cattery, Grooming Shop, Pet Shop. Regulations;
- 37. LCC Section 0653: Same - Revocation;
- 38. LCC Section 0655: Impoundment - Biting, Attacking or Vicious Animals.

- 3. Impound and properly maintain impounded animals, and euthanize all animals in accordance with City ordinances. This service will be provided at the Lompoc Shelter.
- 4. County agrees that its Division of Animal Services will assist the City with the enforcement of: 1) City's Zoning Ordinance Section 7013: household pets, 2) City Code Section 0634: Post-seizure Hearing, and 3) City Code Section 0656: Dangerous Animal-Procedures. However, any such assistance shall be limited to investigative services only, including providing written reports to City, and County shall not perform any of the services identified in said Section 0634 and 0656 pertaining to an Animal Control Officer.
- 5. Upon receiving written prior notification by City, attend scheduled code enforcement hearings.
- 6. Upon receiving written prior notification by City, attend scheduled court appearances.

7. On a quarterly basis, provide the City with a detailed activity and kennel statistics.

III. ANNUAL FEE TO CITY

City shall pay to the County \$195,234 for those services set forth in this Agreement by the County between July 1, 2004 through June 30, 2005 (FY 2004-05) and \$216,927 for those services by the County between July 1, 2005 and June 30, 2006 (FY 2005-06) rendered under this Agreement to the City from the County operated shelter in Lompoc. Payment for said services rendered is due and payable upon receipt of invoice by County and execution of Agreement by City and represents a percentage of the total operating costs for services rendered to the City of Lompoc from the County operated shelter in Lompoc.

IV. INTERPRETATION/APPLICATION OF CITY CODES

City shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of their content and application.

V. INDEPENDENT CONTRACTOR

It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of County to City being that of an independent contractor; not by way of limitation of the foregoing, however, the City shall advise the County's Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

VI. COMPLAINTS

The County shall maintain telephone service for the receipt of service calls or complaints and shall be available for such calls Monday through Friday from 9:00 a.m. to 12:30 a.m. and 1:30 p.m. to 4:45 p.m. An officer will be available on-call during non-business hours for emergency night calls.

VII. INDEMNIFICATION

Item One: Indemnification

County shall indemnify, defend and save City, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal Law or Ordinance or other cause in connection with the activities of County, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of County performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and

against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

City shall indemnify, defend and save County, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement out of any personal injury, bodily injury, loss of life or damage to property, violation of any Federal, State or Municipal law or ordinance or other cause in connection with the activities of City, its officers, employees or agents pursuant to this Agreement or on account of the performance or character of the services of City performed or neglected to be performed under this Agreement, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, attorney fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claims, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

Item Two: Insurance

a. Worker's Compensation

County warrants that it is permissibly self-insured for worker's compensation coverage and agrees that its employees providing services to City pursuant to this Agreement will be covered by County's self-insurance program for all injuries arising out of or occurring in the course and scope of their employment.

b. General and Automobile Liability

The City hereby recognizes that the County has a self-insurance program and accepts the program as providing the required general and automobile liability insurance.

VIII. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS

The shelter will be open to the public and staffed by a County employee during the following hours:

Open for office operations and kennel visitation

Monday through Friday -- 9:00 a.m. to 12:30 p.m., 1:30 p.m. to 4:45 p.m.

Saturday – 10:00 a.m. to 4:00 p.m.

Current County staffing levels at the Lompoc Shelter will not be reduced during the term of this contract.

The staffing model at the Lompoc Shelter is:

<u>Title</u>	<u>Allocation</u>
Supervising Animal Control Officer	1 FTE
Account Clerk II	1 FTE
Office Assistant II	1 FTE
Animal Control Officer	2 FTE
Animal Shelter Attendant	1 FTE

The shelter will be closed on Sunday and official County holidays which are as follows:

New Year's Day	Labor Day
Martin Luther King	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Animal Control Officers are on emergency response on holidays. Services not performed on said holidays shall be performed on the next working day.

IX. TERM OF AGREEMENT

The term of this Agreement shall be effective on July 1, 2004 and ending on June 30, 2006.

X. EARLY TERMINATION

The City or County may cancel and terminate this Agreement upon giving ninety-(90) days advance written notice of such termination to the other party.

XI. OWNERSHIP OF DOCUMENTS

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

XII. ASSIGNMENT OF TRANSFER OF AGREEMENT

County shall not assign, transfer or subcontract this Agreement or any interest therein without the prior written consent of the City.

XIII. SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or any manner affect the scope, meaning or intent of the provisions of this Agreement.

XIV. INTERPRETATION

The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted the Agreement.

XV. NOTICES

Any notices required pursuant to this Agreement shall be served at the following addresses:

City Administrator
City of Lompoc
P. O. Box 8001
Lompoc, CA 93438

Animal Services Director
County of Santa Barbara
5473 Overpass Road
Goleta, CA 93111

XVI. PROJECT MANAGERS

The project managers designated by each party to this Agreement for the administration and implementation of this Agreement are:

- a. City: Gary Keefe, City Administrator, City of Lompoc
- b. County: Jan E. Glick, Director of Animal Services

XVII. MODIFICATION

This is a full and final statement of the Agreement between the parties of this Agreement. No modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

XVIII. CALIFORNIA LAW TO APPLY

This Agreement shall be construed and be in accordance with the laws of the State of California.

XIX. COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall comply with all State, Federal, County, City and other local laws and regulations applicable to the scope of work and services to be performed hereunder, and shall obtain all licenses and permits required by any public entity to carry out the terms of this Agreement and be responsible for the cost of said licenses and permits.

The County is in compliance with SB 1785 regarding the general philosophy of the State of California that "Public and private shelters and humane organizations share a common purpose in saving animals' lives, preventing animal suffering and eliminating animal abandonment" and that "Public and private shelters and humane groups should work together to end euthanasia of adoptable and treatable animals by 2010."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, on the day and year first above written.

CONTENTS:
Jan E. Glick, Director
Animal Services

APPROVED AS TO FORM

By _____

By _____
Sharon D. Stuart, City Attorney
CITY OF LOMPOC

ATTEST:
Michael Brown
Clerk of the Board

By _____
Deputy Clerk

By _____
Dick DeWees, Mayor

APPROVED AS TO FORM
Shane Stark
County Counsel

By _____

By _____
Gary Keefe, City Administrator

APPROVED AS TO FORM
Roger E. Heroux, Director
Public Health Department

COUNTY OF SANTA BARBARA

By _____

By _____
Chair, Board of Supervisors

APPROVED AS TO LIABILITY
Risk Management

APPROVED AS TO
ACCOUNTING
Robert W. Geis
Auditor-Controller

By _____

By _____