

RESOLUTION NO. 93-94

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 the City of El Paso de Robles for animal control services Package "D" 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 18th day of May, 1993, by the following vote:

AYES: Heggarty, Macklin, Martin, Picanco, and Iversen

NOES: None

ABSENT: None


Christian E. Iversen, Mayor


Richard Ramirez, City Clerk

**AGREEMENT FOR
ANIMAL CONTROL SERVICES**

This Agreement is made and entered into this 1st day of July, 1993, by and between the County of San Luis Obispo, hereinafter referred to as "County", and the City of Paso Robles, hereinafter referred to as "City".

WITNESSETH:

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

DEFINITIONS - Used throughout as follows:

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

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

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

1. Service Package Options

BASIC SERVICES - are defined as follows:

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

EMERGENCY SERVICES - defined as follows:

Emergency and after hour services for any of the following:

- 1) Injured/Sick dogs or cats.
- 2) Arrest hold animals.
- 3) Calls that have been approved by the Watch Commander and referred to Animal Regulation.

FIELD SERVICES - Defined as follows:

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

- 1) Confined Stray Animal Pick Up
- 2) Dead Stray Animal Pick Up
- 3) Owned Animal Pick Up (fee paid by citizen)
- 4) Owned Dead Animal Pick Up (fee paid by citizen)
- 5) Euthanasia of Owned Animals (fee paid by citizen)
- 6) Transportation to Veterinarians of Owned Animal (fee paid by citizen)

ADDITIONAL FULL SERVICES - Defined as follows:

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

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

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

2. Services To Be Provided by County

- A. Maintain an Animal Regulation Department -** to provide management and supervision of the program, to keep records and statistics, and enforce licensing as established in policy and approved by the Animal Control Advisory Committee as defined hereafter.
- B. 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.
- C. Specific Agreements -** to provide pursuant to specific package contracts with each city:
- D. Operation Permit Services -** to provide Permit Services to all citizens of the County regardless of jurisdiction.

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 representative 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. **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.
5. **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.
6. **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 officer and employees from all claims, suits or actions of every name, kind and description brought for on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by City under connection with any work, authority or jurisdiction delegated to the City under this Agreement except as otherwise provided by Statute.

7. **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.
8. **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.
9. **Term and Renewal** - This Agreement shall be effective on the 1st day of July, 1993, and shall terminate on the 30th day of June, 1995. All fees, charges, and payments required by paragraph 12 (A-C) 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.

A. **City Notification** - no later than April 1 of each year, each city shall be notified of its pro-rata share of Basic Services and Humane Education, the hourly rate for City Requested Services, and the amount needed for Spay/Neuter Services. The city shall notify the County no later than July 1 of their agreement to pay for basic services and other services in each subsection.

B. **Actual Costs** - Participants shall pay a set fee in accordance with paragraph 10 hereof. Attachment A reflects the annual cost.

10. **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 ten days of receipt of billing.
11. **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.
12. **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.
13. **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.
14. **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 93403-3760

and to the City at:

IN WITNESS THEREOF, City of Paso Robles 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 El Paso de Robles
By: [Signature]
Mayor
(Christian E. Iversen)

COUNTY OF SAN LUIS OBISPO
By: [Signature]
Chairman, Board of Supervisors

ATTEST:
By: [Signature]
City Clerk
(Richard J. Ramirez)

ATTEST:
By: [Signature]
Clerk, Board of Supervisors

By: [Signature]
Dep. County Counsel
Date: March 15th, 1993

**SAN LUIS OBISPO COUNTY
DEPARTMENT OF ANIMAL REGULATION**

**AGREEMENT FOR ANIMAL CONTROL SERVICES
ATTACHMENT "A"
(Actual Cost)**

	Package "A"	Package "B"	Package "C"	Package "D"
Paso Robles	19,000	21,000	39,000	46,000

- B-38 Request to approve an amendment to the contract with Olsten Home Healthcare, Inc. to extend home care services for AIDS Case Management patients through June 30, 1994. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-39 Request to approve an agreement with Takecare Health Plan, Inc. regarding reimbursement to the Home Health Agency for services to plan members. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-40 Request to approve school nursing service agreements with the Cayucos Elementary and Cambria Union Elementary/Coast Joint Union High School Districts for fiscal year 1993-94. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-41 Request to approve an agreement with the State of California, Department of Health Services to provide funding for AIDS Programs in fiscal year 1993-94. (RECOMMEND APPROVAL AND INSTRUCT HEALTH AGENCY DIRECTOR TO SIGN.)
- B-42 Request to approve an agreement with K. Rosa to provide services as Drug-Free Workplace Coordinator. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-43 Request to approval a contract (Clerk's File) with S. Friedlander, M.A. to provide 24-hour crisis intervention services for fiscal year 1993-94. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-44 Request to approve a contract with M. Nagatani, M.D. to provide on-call pediatric services at General Hospital. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-45 Request to approve an extension of an existing agreement with Weissburg & Aronson, Inc. to provide specialized legal services for General Hospital. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-46 Request to approve a contract (Clerk's File) with the San Luis Obispo Mental Health Association to provide socialization/vocational services for Mental Health clients. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)
- B-47 Request to approve an agreement (Clerk's File) with the Area Agency on Aging to provide in-home support services for fiscal year 1993-94. (RECOMMEND APPROVAL AND INSTRUCT HEALTH AGENCY DIRECTOR TO SIGN.)
- ✓B-48 Request to approve agreements with several cities for the provision of animal control services. (RECOMMEND APPROVAL AND INSTRUCT CHAIRMAN TO SIGN.)