



STAFF REPORT

TOWN COUNCIL MEETING OF JUNE 9, 2015

To: Town Council

From: Town Manager

Subject: Contract between the Placer County Health and Human Services, Animal Control Care Services and Town of Loomis for July 1, 2015 through June 30, 2017.

Date: May 28, 2015

RECOMMENDATION

A motion to approve the contract between the Placer County Health and Human Services, Animal Control Care Services and Town of Loomis for July 1, 2015 through June 30, 2017.

DISCUSSION:

The Contract increases cost by approximately 2.5% for this upcoming year (\$80,897 vs. \$78,925). Should cost increases occur in future years they will return to the Council as an amendment to this contract at budget time. The increase for FY 2015/2016 has been included in the proposed Town of Loomis FY 2015/2016 budget.

CEQA

There are no CEQA issues involved with the contract.

FINANCIAL IMPLICATIONS

Contract amount is \$80,897 (\$20,244.19 per quarter).

Attachments:

2015/2017 Contract

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Animal Control and Care Services
CONTRACT NO. **CNXXXXXX**
BEGINS: July 1, 2015
ENDS: June 30, 2017
ADMINISTERING AGENCY: Animal Services Division

This is an Agreement made and entered into the 1ST day of July, 2015, between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the TOWN OF LOOMIS, hereinafter referred to as "TOWN", both parties being political subdivisions of the State of California.

Whereas, both COUNTY and TOWN have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

Whereas, both COUNTY and TOWN have the authority to remove dead stray domestic and wild animals from public property and streets, and

Whereas, TOWN may not have adequate resources to provide field and enforcement services related to domestic animals within the TOWN, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

Whereas, TOWN desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Shelter, operated by COUNTY and located at 11251 B Avenue, Auburn, and

Whereas, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

Whereas, it is understood and agreed by and between the parties to this Agreement that they wish to enter into this Agreement in order to establish their respective responsibilities in connection with such field and shelter services during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements to this contract, it is understood and agreed by and between the parties as follows:

1. **DESCRIPTION OF SERVICES:**

- 1.1 Animals seized or picked-up by TOWN within TOWN'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY at 11251 B Avenue, Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the TOWN.
- 1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

Adoption and euthanasia procedures shall be performed in accordance with California Penal Code Sections 597 and 599. COUNTY agrees to provide quarantine facilities to TOWN and to provide quarantine kennels or kennels for extraordinary circumstances to TOWN as a part of this Agreement.

- 1.3 COUNTY agrees to provide TOWN with accurate quarterly impound reports regarding the disposition of TOWN and COUNTY animals.
- 1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from TOWN subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.
- 1.5 COUNTY shall perform field services within the incorporated jurisdiction of TOWN. The cost of such services shall be included in the quarterly rate calculated as described in Section 5.1. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.6 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to TOWN, TOWN codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. TOWN codes not in conformity with COUNTY codes shall be enforced by TOWN unless authority is delegated to COUNTY through TOWN ordinance.
- 1.7 TOWN animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.
- 1.8 TOWN Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that TOWN may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact TOWN to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 4.1, and shall be paid by TOWN to COUNTY as follows:
 - 1.8.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.
 - 1.8.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify TOWN in writing of any such adjustment prior to applying the adjusted rates to services performed for TOWN.
- 1.9 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

1.10 COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by TOWN pursuant to this Agreement. Fees that are not direct offsets, such as spay/neuter fees, will be credited to TOWN and reflected in the quarterly claim.

2. **DEFINITION OF TERMS:**

2.1 "Animal Shelter" shall be synonymous with the term "Animal Services Center" as defined in Placer County Code Section 6.04.020.

2.2 "Animal Services" is defined in Placer County Code Section 6.04.020 when used to describe a County division.

2.3 "Director of Animal Services" is defined in Placer County Code Section 6.04.020.

3. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to TOWN or provide additional compensation to COUNTY except as explicitly set forth in this or amended Agreement.

4. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

4.1 The charges for all services set forth in Sections 1.1 through 1.6 shall be established each July 1st based on the average of costs incurred and fees received that are attributable to TOWN over the most recent thirty-six month period for which data is available, to include services provided through March 31st. Charges effective as of July 1, 2015 are **\$20,244.19 per calendar quarter** and shall be subject to annual adjustment as described herein. TOWN shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter.

4.2 COUNTY shall notify TOWN not later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 4.1, and TOWN shall remit payment to COUNTY on a quarterly basis based on this notification.

4.3 Charges for services provided in accordance with Section 1.7 shall be billed separately as detailed in Section 1.7. COUNTY shall submit a quarterly claim for any such charges, and TOWN shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to:

Town of Loomis
Attn: Accounts Payable
P.O. Box 1330
Loomis, CA 95650

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2015 through June 30, 2017.

6. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. TOWN shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.

7. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to TOWN, and TOWN shall have the right to inspect and copy such records at any reasonable time.

8. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between TOWN and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against TOWN for any type of employment benefits or worker's compensation or other programs afforded to TOWN employees.

COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

COUNTY agrees to indemnify and hold harmless TOWN and TOWN'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

TOWN agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of TOWN, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

10. **INSURANCE:** It is agreed that TOWN and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations. specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Jeffrey S. Brown., M.P.H., M.S.W., Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to TOWN: Rick Angelocci, Town Manager
Town of Loomis
P.O. Box 1330
Loomis, CA 95650

12. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and TOWN with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

13. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and TOWN hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

TOWN OF LOOMIS

COUNTY OF PLACER

Rick Angelocci, Town Manager

Jeffrey S. Brown., M.P.H., M.S.W., Director
Department of Health & Human Services

Date: _____

Date: _____

Approved as to Form
Office of Town Attorney

With concurrence of the CEO:

Date: _____

David Boesch, County Executive Officer
Date: _____

Wesley Nicks, R.E.H.S., Director,
Animal Services Division
Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____