

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 8/20/2007	Department ID Number: PD-07-005

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: KENNETH W. SMALL, CHIEF OF POLICE *Keef*

SUBJECT: Approve Animal Care Services FY2007-2008 Contract

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)
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Statement of Issue: Since 1975 the City of Huntington Beach has contracted with the County of Orange for animal care services. These services include animal care field services; special services, such as license enforcement; and shelter services for stray and impounded animals. These services are contracted on an annual basis. This contract will allow for full service animal care services for the community.

Funding Source: The total contract amount of \$583,011 is budgeted in the 2007-2008 Police Department General Fund budget. No additional appropriations are necessary.

Recommended Action: Motion to:

1. Approve and authorize the Mayor and City Clerk to execute the contract between the City of Huntington Beach and the County of Orange for the provision of animal care services; and
2. Authorize the Chief of Police to expend up to \$583,011 for animal care services.

Alternative Action(s):

Do not approve the Mayor and City Clerk to execute the contract between the City of Huntington Beach and the County of Orange and direct staff accordingly.

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 8/20/2007

DEPARTMENT ID NUMBER: PD-07-005

Analysis:

The County of Orange Health Care Agency has provided animal care and shelter services to Huntington Beach since 1975. In addition to Huntington Beach, the county provides services to 20 Orange County cities and the unincorporated areas of the county. The contract with the county provides for field services, special services and shelter services at a facility located at 561 The City Drive South in Orange. Animal care services are available 24 hours a day, 365 days a year. The annual contract period is from July 1 to June 30 of each year, with a clause to extend it to December 31. The current contract is utilizing the extension clause and is valid until December 31, 2007. If approved, this contract period will cover July 1, 2007 to June 30, 2008. The animal care services are billed and paid on a quarterly cycle.

The FY 2007-08 estimated annual city payment for the animal care services is \$583,011. In previous years, we had budgeted \$500,000 per year based on estimated City payments from the County. The increase in FY 2007-08 contract is due to the following factors.

The County Animal Care Services FY 2007-08 budget increased approximately \$1.4 million over FY 2006-07. During FY 2006-07 the Board of Supervisors approved several program enhancements for Orange County Animal Care Services, which were absorbed in the FY 2006-07 budget, but are being reflected in the FY 2007-08 budget.

The Board approved salary increases for all county staff which resulted in a \$240,000 cost increase for ACS. The Board also approved salary range increases for the Animal Control Officers, Registered Vet Technicians, added three positions to the ACS call center for switchboard operation, and increased salaries for the customer services staff. These adjustments and the corresponding benefit increases total nearly \$900,000. The remaining amount of the increase is related to increased business costs such as medical supplies, pharmaceuticals and facility enhancements.

Additionally, the County began a new method of billing contract cities for their service. Until this fiscal year, contract cities made payments to the County on a quarterly basis based on estimated costs and fees. These payments were "provisional" in nature as actual costs were not calculated until several months later. Overpayments were common and the County provided reimbursement by crediting city's accounts months later. The County is now billing the City based on actual costs for services provided in the prior quarter. The City of Huntington Beach has been credited for all overpayment in prior year's contracts.

Strategic Plan Goal:

The Animal Control Services program supports the City Services Strategic Plan Goal. That is to provide public services with the highest professional standards to meet community expectations and needs, assuring that the city is sufficiently staffed and equipped overall.

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 8/20/2007

DEPARTMENT ID NUMBER: PD-07-005

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
4	1.	Animal Control Service Contract (three original copies)

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ATTACHMENT # 1

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1 AGREEMENT FOR PROVISION OF
 2 ANIMAL CARE SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 CITY OF HUNTINGTON BEACH
 7 FISCAL YEAR 2007-2008
 8

9 THIS AGREEMENT entered into this 1st day of July 2007, which date is enumerated for purposes
 10 of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of
 11 California (COUNTY) and the CITY OF HUNTINGTON BEACH, a municipal nonprofit corporation
 12 (CITY). This Agreement shall be administered by the County of Orange Health Care Agency
 13 (ADMINISTRATOR).
 14

15 **W I T N E S S E T H :**

16
 17 WHEREAS, CITY wishes to contract with COUNTY for the provision of the Animal Care Services
 18 described herein; and
 19 WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions
 20 hereinafter set forth:
 21 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2007 through June 30, 2008

Notices to COUNTY and CITY:

COUNTY: County of Orange
Health Care Agency
Deputy Agency Director for Regulatory Health Services
405 West 5th Street, 7th Floor
Santa Ana, CA 92701-4637

and

County of Orange
Health Care Agency
Contract Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CITY: Dr. Penelope Culbreth-Graft
City Administrator
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibits A, B and C attached hereto and incorporated herein by
3 reference, fully expresses all understanding of COUNTY and CITY with respect to the subject matter of
4 this Agreement, and shall constitute the total Agreement between the parties for these purposes. No
5 addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless
6 made in writing and formally approved and executed by both parties.
7

8 **II. INDEMNIFICATION**

9 Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees
10 from all liability, claims, losses and demands, including defense costs, whether resulting from court
11 action or otherwise, arising out of the acts or omissions of the indemnifying party, its officers, agents or
12 employees, or arising out of the condition of property used in the performance of this Agreement. Each
13 party agrees to provide the indemnifying party with written notification of any claim within thirty (30)
14 calendar days of notice thereof, to allow the indemnifying party control over the defense and settlement
15 of the claim, and to cooperate with the indemnifying party in its defense.
16

17 **III. NOTICES**

18 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
19 authorized or required by this Agreement shall be effective:

- 20 1. When written and deposited in the United States mail, first class postage prepaid and
21 addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR;
22 2. When FAXed, transmission confirmed;
23 3. When sent by electronic mail; or
24 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
25 Service, or other expedited delivery service.

26 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
27 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
28 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
29 expedited delivery service.

30 C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming
31 aware of any occurrence of a serious nature, which may expose either party to liability. Such
32 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
33 damage to any County property in possession of CITY.

34 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
35 ADMINISTRATOR.

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1 **IV. SEVERABILITY**

2 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
3 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
4 federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
5 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
6 in full force and effect, and to that extent the provisions of this Agreement are severable.

7
8 **V. STATUS OF THE PARTIES**

9 Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly
10 responsible for the manner in which it performs the services required of it by the terms of this
11 Agreement. Each party is entirely responsible for compensating staff and consultants employed by that
12 party. This Agreement shall not be construed as creating the relationship of employer and employee, or
13 principal and agent, between COUNTY and CITY or any of either party's employees, agents,
14 consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its
15 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the
16 course and scope of their employment. Each party, its agents, employees, or subcontractors, shall not be
17 entitled to any rights or privileges of the other party's employees and shall not be considered in any
18 manner to be employees of the other party.

19
20 **VI. TERM**

21 A. The term of this Agreement shall commence and terminate as specified on Page 3 of this
22 Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, both
23 parties shall be obligated to perform such duties as would normally extend beyond this term, including
24 but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and
25 accounting.

26 B. The term of this Agreement shall be automatically extended for a 180-day period through
27 December 31, 2008, if a successor Agreement between the parties is not in force by July 1, 2008, and no
28 notice of non-renewal has been given by either CITY or COUNTY in accordance with the Termination
29 paragraph of this Agreement.

30
31 **VII. TERMINATION**

32 A. Either party may terminate this Agreement, without cause, upon six (6) months written notice
33 given to other party.

34 B. Any obligation of COUNTY under this agreement is contingent upon the inclusion of sufficient
35 funding for the services hereunder in the applicable budgets approved by the Board of Supervisors. In
36 the event such funding is subsequently reduced or terminated, COUNTY may terminate this agreement
37 upon thirty (30) calendar days written notice given to CITY.

VIII. THIRD PARTY BENEFICIARY

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 CITY OF HUNTINGTON BEACH
5 a municipal corporation

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8 BY: _____ DATED: _____
9 MAYOR

10
11 ATTEST:

12
13
14 BY: _____ DATED: _____
15 CITY CLERK

16
17 APPROVED AS TO FORM:

18
19
20 BY: *P. J. [Signature]* DATED: 7/25/07
21 CITY ATTORNEY

22
23 COUNTY OF ORANGE

24
25
26 BY: _____ DATED: _____

27
28
29 TITLE: _____

30
31
32 APPROVED AS TO FORM:
33 OFFICE OF THE COUNTY COUNSEL
34 ORANGE COUNTY, CALIFORNIA

35
36 BY: *Jan J. Martin* DATED: 6-11-07
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1 EXHIBIT A
2 TO AGREEMENT WITH
3 CITY OF HUNTINGTON BEACH
4 ANIMAL CARE SERVICES
5 FISCAL YEAR 2007 – 2008
6

7 **I. DEFINITIONS**

8 A. Animal Charge Day means each day or portion of a day that an animal is housed at COUNTY's
9 animal care shelter.

10 B. Actual Cost means all COUNTY expenditures, including indirect charges, for providing
11 Animal Care Services to CITY pursuant to this Agreement.

12 C. Animal Care Services means services provided by COUNTY to CITY as specified by type in
13 Exhibit B to this Agreement and defined in paragraph II of Exhibit A to this Agreement.

14 D. Fee Revenue means revenue collected by COUNTY for Animal Care Services provided by
15 COUNTY to CITY pursuant to this Agreement.

16 E. Net Cost means Actual Cost minus Fee Revenue.
17

18 **II. SERVICES TO BE PROVIDED BY COUNTY**

19 A. COUNTY agrees, under the direction of COUNTY's Health Care Agency Director, or designee,
20 to provide to CITY Animal Care Services specified in Exhibit B to this Agreement. Services provided
21 by COUNTY shall include the enforcement of state statutes deemed applicable to CITY by COUNTY.
22 Services shall be provided in the following categories:

23 1. ANIMAL CARE FIELD SERVICES

24 a. Animal Care Field Services include, but are not limited to, patrol of assigned regional
25 areas; 24-hour emergency response service; impounding of stray dogs or confined stray cats and of
26 owner-released animals; pick up of injured wildlife; cruelty investigations; field release to owner and
27 impound fee collection for licensed dogs impounded; bite investigations; quarantine activities including
28 home checks of animals involved in bites; inspections of sites which are required to comply with the
29 vicious dog ordinance; transportation of all injured impounded animals to emergency veterinarians;
30 issuance of citations; impounding of dead animals for disposal; response to service request calls from
31 law enforcement and city officials to assist in areas regarding suspected criminal activities or zoning
32 violations; resident contacts to provide information or advice regarding wildlife or other animal
33 concerns, not to include wildlife eradication or relocation services.

34 b. COUNTY shall provide Animal Care Field Services seven days a week, 24 hours per
35 day, 365 days a year, with the level of service reduced between the hours of 11:00 p.m. and 7:00 a.m.
36 Telephone service request lines shall be answered between 8:00 a.m. and 5:00 p.m. every day, except
37 holidays; lines shall be monitored and responded to on a priority basis on holidays and after 5:00 p.m.

1 c. COUNTY shall provide in-house Animal Care Field Services which may not require
2 contact in the field by an officer including, but not limited to, assistance to residents regarding
3 investigation of potentially dangerous and/or vicious dogs and other nuisance complaints; advice
4 regarding wildlife management and other issues.

5 2. ANIMAL CARE SPECIAL SERVICES

6 a. Animal Care Special Services include, but are not limited to, regulating animal related
7 businesses, field licensing and canvassing residents within CITY to locate and license unlicensed dogs in
8 accordance with Public Health laws which require rabies vaccination and licensing of all dogs over four
9 (4) months old.

10 b. COUNTY shall inspect all animal-related businesses in CITY jurisdiction in response
11 to any complaints received and in accordance with COUNTY established inspection schedules for
12 animal-related facilities. COUNTY will provide appropriate notification to CITY.

13 c. COUNTY will sell licenses at residences. Nothing in this Agreement prohibits other
14 methods for the sale of dog licenses by CITY or COUNTY. COUNTY enforcement officers will
15 follow-up on all problems when necessary.

16 d. In cities which allow animal permits for private homes, COUNTY shall issue permits
17 following an investigation of the neighborhood and inspection of resident facility or facilities for
18 adequacy to maintain the requested number of animals. COUNTY will obtain CITY approval to issue
19 said animal permits.

20 e. The number of hours of canvassing provided to CITY by COUNTY shall be prorated
21 based on available canvassing hours and Net Costs of cities receiving canvassing services during the
22 Term of this Agreement. At the sole discretion of COUNTY, COUNTY may adjust the number of hours
23 of canvassing provided. COUNTY shall notify CITY, in writing sixty (60) calendar days prior to said
24 adjustment of canvassing hours.

25 f. COUNTY shall process pet license renewals and answer resident questions made in
26 person or by telephone regarding licensing requirements.

27 g. COUNTY will process renewals of licenses through an automated renewal system.

28 3. ANIMAL CARE SHELTER SERVICES

29 a. Animal Care Shelter Services include retentions at COUNTY's Animal Care Shelter
30 (Shelter) of dogs, cats and all other impounded animals in accordance with state law. Animals will be
31 kept on public display to allow owner identification. When animals are wearing identification, owners
32 will be contacted by telephone and by mail. Animals not redeemed by their owners will be evaluated for
33 adoption and every reasonable effort will be made towards their placement. Those which are neither
34 redeemed nor adopted may be euthanized and carcasses disposed of.

35 b. Animal Care Shelter Services shall include veterinary services, made available seven
36 (7) days a week. Said veterinary services shall be consistent with standards established by the California
37 Veterinary Medical Board, and shall include emergency, routine, and preventive veterinary care as

1 required. Veterinary staff shall perform required euthanasia by lethal injection. Necropsies shall be
2 performed on animals that die under suspicious circumstances or at the request of law enforcement.

3 c. COUNTY Shelter shall receive animals from the public at Shelter 365 days a year from
4 7:00 a.m. until 10:45 p.m. Stray animals shall be accepted without charge. The Shelter shall be open to
5 the public to locate lost pets or for pet adoption during hours designated by COUNTY. Owners who
6 release their animals will be charged a fee. A low cost vaccination clinic will be held at the Shelter the
7 first Tuesday of each month, or at such other times and locations designated by COUNTY.

8 d. If CITY is City of La Habra or the City of Santa Ana, the Shelter shall receive animals
9 from CITY animal control officers, at times arranged by COUNTY. COUNTY shall coordinate this
10 service and notify CITY of procedures and times for receipt of these animals.

11 e. COUNTY shall impound animals in accordance with Article 7 of the Codified
12 Ordinances of the County of Orange. CITY may request additional retention days for healthy, non-
13 aggressive animals impounded within CITY, in writing with sixty (60) calendar days advance notice.
14 Said service will be offered to CITY upon written approval by COUNTY's Health Care Agency
15 Director, or designee, on a space available basis only. CITY shall pay charges for additional retention
16 days in accordance with the payments paragraph of Exhibit A to this Agreement.

17 f. No animals may be donated, sold or otherwise released for the purposes of
18 experimentation, research or vivisection.

19 g. For the purposes of determining whether CITY shall be assessed daily feed and care
20 fees, COUNTY shall request verification of residence for any person residing in CITY who delivers any
21 animal to the Shelter. COUNTY shall also verify where a person resides within the corporate
22 boundaries of CITY.

23 4. ANIMAL CARE LICENSE PROCESSING SERVICES - COUNTY shall sell or release
24 impounded dogs to CITY residents only upon proof of rabies vaccination, the payment of CITY dog
25 license fees, and issuance of a dog license voucher. COUNTY shall maintain a record of all dog license
26 fees collected and shall forward copies of dog license receipts to CITY within seven (7) business days
27 for CITY processing. CITY agrees to pay a license processing fee of \$3.00 for each dog license voucher
28 issued by COUNTY. Said revenue and charges shall be reflected under Animal Care Special Services
29 and credited to CITY in accordance with the payments paragraph of Exhibit A to this Agreement. CITY
30 shall make its best effort to provide, monthly, updated dog licensing information to COUNTY.

31 5. ANIMAL CARE IMPOUND PROCESSING SERVICES - CITY agrees to pay an impound
32 processing fee of \$3.00 per live animal and \$2.00 per deceased animal, for each animal impounded by
33 CITY animal control officers. Processing services provided by COUNTY shall include impound data
34 entry into the animal management database, for each live or deceased animal, and animal photography
35 for each live animal. Said revenue and charges shall be reflected under Animal Care Field Services and
36 credited to CITY in accordance with the payments paragraph of Exhibit A to this Agreement.

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1 6. BARKING DOG COMPLAINT SERVICES – COUNTY shall receive barking dog
2 complaints, provide customer assistance, issue citations, and schedule and conduct administrative
3 hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

4 B. Animal Care Field Services, Animal Care Special Services, and Animal Care Shelter Services
5 provided by COUNTY under this Agreement shall be established as those customarily provided to
6 residents of unincorporated areas of COUNTY.

7 C. If CITY is the City of Santa Ana, COUNTY shall provide a dog adoption notification to CITY
8 resident upon resident's adoption of a dog. The dog adoption notification shall state that CITY resident
9 is required to obtain a dog license from CITY within five (5) business days of adoption. CITY shall
10 make its best efforts to provide, monthly, updated dog licensing information to COUNTY.

11 D. COUNTY shall furnish and supply all necessary labor, supervision, equipment, and supplies to
12 provide the services described in this Agreement. County may use special supplies, stationery, notices,
13 forms and other items issued in the name of CITY; provided, however, said items are supplied by CITY
14 at CITY's expense.

15 E. The method by which services are provided, the standard of performance, any other matters
16 incidental to the performance of such services, and the control of personnel so employed, shall be
17 determined by COUNTY. In the event of a dispute between the parties as to the extent of the duties and
18 functions to be provided hereunder, or the level and manner of performance of such services, the parties
19 shall meet in good faith to resolve their differences. In the event of an impasse, the decision of
20 COUNTY's Health Care Agency Director, or designee, shall be final.

21 F. To facilitate the performance of services hereunder, COUNTY shall have full cooperation and
22 assistance from CITY, its officers, agents and employees.

23 G. COUNTY agrees to maintain its Shelter in a humane manner and keep said premises in a clean
24 condition at all times, and that all services furnished by it hereunder shall be in accordance with the laws
25 of the State of California, and that it will give required notices and use humane methods of care and
26 destruction of any animal coming under its jurisdiction.

27 H. COUNTY shall provide community outreach programs, and shall coordinate such programs
28 with CITY through a designated city liaison provided by COUNTY. Outreach efforts shall include, but
29 not be limited to, mobile licensing and adoption events, and visits to schools and community groups to
30 provide education regarding wildlife management, responsible pet ownership and other animal related
31 issues topics.

32 I. ANIMALS RETAINED FOR CRIMINAL PROSECUTION - Animals which are being retained
33 in criminal prosecutions, except for violations of animal control regulations and/or ordinances pursuant
34 to this Agreement, are not to be construed as held pursuant to the services provided under this
35 Agreement; housing will be provided at the discretion of COUNTY and at COUNTY's usual and
36 customary charges for such housing.

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1 **III. PAYMENTS**

2 A. BASIS FOR PAYMENT - CITY shall pay COUNTY the Net Cost of providing Animal Care
3 Services. CITY shall make quarterly Fiscal Year (FY) 2007-08 payments to COUNTY in accordance
4 with subparagraph III.D. of Exhibit A to this Agreement. If CITY is the City of La Habra, Net Cost
5 shall be calculated to include Net Cost for the City of Buena Park. COUNTY agrees to collect and
6 maintain expenditure and workload data to be used to determine the Net Cost of Animal Care Services
7 provided to CITY by COUNTY during the Term of this Agreement. Estimated CITY payments are
8 provided in Exhibit C to this Agreement.

9 B. COST OF ANIMAL CARE SERVICES

10 1. CITY's Actual Cost of Animal Care Field Services shall be determined by applying CITY's
11 percentage of total field actions to COUNTY's total Actual Costs, for providing all Animal Care Field
12 Services within Orange County.

13 2. CITY's Actual Cost of Animal Care Special Services shall be determined by applying
14 CITY's percentage of the total animal licenses sold by COUNTY to COUNTY's total Actual Costs, for
15 providing all Animal Care Special Services within Orange County.

16 3. CITY's Actual Cost of Animal Care Shelter Services shall be determined by applying the
17 CITY's percentage of Animal Charge Days, for animals impounded from within the corporate limits of
18 CITY and animals received from residents of CITY, to COUNTY's total Actual Costs, for providing all
19 Animal Care Shelter Services within Orange County.

20 4. CITY's Actual Cost of Animal Care License Processing Services shall be determined by
21 multiplying the number of COUNTY issued license vouchers by the license processing fee specified in
22 Exhibit A, subparagraph II.A.4. to this Agreement.

23 5. CITY's Actual Cost of Animal Care Impound Processing Services shall be determined by
24 multiplying the number of CITY impounded animals by the impound processing fee specified in
25 Exhibit A, subparagraph II.A.5. to this Agreement.

26 6. CITY's Actual Cost of Barking Dog Complaint Services shall be determined by applying
27 CITY's percentage of barking dog complaints to COUNTY's total Actual Costs, for providing all
28 Barking Dog Complaint Services within Orange County.

29 7. CITY's total Actual Cost shall be the sum of CITY's Actual Cost of Animal Care Field
30 Services, Animal Care Special Services, Animal Care Shelter Services, Animal Care License Processing
31 Services, Animal Care Impound Processing Services and Barking Dog Complaint Services.

32 C. FEE REVENUE

33 1. COUNTY shall have all fee collection powers of CITY and shall receive all cooperation
34 possible from CITY to enable efficient enforcement of fee collection. COUNTY shall retain all Fee
35 Revenue derived from the enforcement of the ordinances pertaining to Animal Care Services provided
36 by COUNTY. CITY's Fee Revenue shall be credited to CITY's Actual Cost of Animal Care Services.

37 //

2. COUNTY agrees to keep record of, and to credit to, CITY all Fee Revenue generated from animals received, and generated from animals impounded from within the corporate limits of CITY.

D. PAYMENT METHOD

1. CITY shall pay COUNTY in arrears for the Net Cost of Animal Care Services provided. Billings are due from COUNTY to CITY within twenty (20) calendar days following the three-month Period specified below. CITY shall pay COUNTY for Animal Care Services in accordance with the following schedule:

<u>Period</u>	<u>Billing Due</u>	<u>Payment Due</u>
July 1st through September 30th	October 20th	November 15th
October 1st through December 31st	January 20th	February 15th
January 1st through March 31st	April 20th	May 15th
April 1st through June 30th	July 20th	August 15th

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.D. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

E. 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 for COUNTY, or any liability other than provided for in the Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment.

F. In the event this Agreement is extended in accordance with the Term paragraph of this Agreement, CITY shall pay COUNTY the Net Cost of providing Animal Care Services specified in Exhibit B to this Agreement and shall make quarterly payments in accordance with subparagraph III.D. of Exhibit A to this Agreement.

IV. FINANCIAL/OPERATIONAL ADVISORY BOARD

The parties agree that there shall be a Financial/Operational Advisory Board to advise COUNTY's Director of Animal Care Services on financial and operational matters, to assess cost options, and to communicate with the Orange County City Managers Association. The Financial/Operational Advisory Board shall be made up of seven (7) members, six (6) members appointed by the Orange County City Managers Association and one (1) member appointed by COUNTY.

V. CONFORMITY OF LAWS OR REGULATIONS

A. If CITY is considering adopting an ordinance and requesting its enforcement by COUNTY, COUNTY's Health Care Agency Director or designee may provide assistance to CITY in defining the manner in which the proposed ordinance enforcement would be provided by COUNTY. Requests for

1 assistance must be made in writing and received by COUNTY ninety (90) calendar days prior to the
2 requested implementation of the service. The manner and extent to which services are provided by
3 COUNTY in response to CITY's request shall be determined by COUNTY's Health Care Agency
4 Director, or designee, and may be provided if the cost of such services can be delineated and
5 accommodated under the provisions of the Payments paragraph of Exhibit A to this Agreement.

6 B. Notwithstanding anything to the contrary herein contained, if CITY is not the City of Anaheim,
7 City of La Habra or the City of Santa Ana, CITY agrees to the following:

8 1. This Agreement shall terminate at any time that CITY fails to enact, and to maintain in full
9 force and effect an ordinance identical in intent to the provisions of Article 1 through 10 of Division 1 of
10 Title 4, and Divisions 1, 2, and 3 of Title 5 of the Codified Ordinances of the County of Orange, and
11 other regulations presently adopted by the COUNTY's Board of Supervisors concerning animal control,
12 including those which relate to fees.

13 2. This Agreement shall also terminate if CITY does not enact the same amendments to its
14 Municipal Code as those adopted by COUNTY's Board of Supervisors regarding animal control within
15 ninety (90) calendar days after a request to do so by COUNTY's Health Care Agency Director, or
16 designee.

17 3. CITY may request that specific ordinances adopted by COUNTY not be enforced in CITY.
18 Requests for exclusion must be submitted in writing and received by COUNTY ninety (90) calendar
19 days prior to the requested exclusion. Requests for exclusion will only be considered by COUNTY if
20 they are not in conflict with state statutes and do not endanger public health. COUNTY's Health Care
21 Agency Director, or designee, acting on behalf of COUNTY, may use discretion and need not request
22 CITY to adopt amendments which do not apply to CITY. COUNTY shall notify CITY, in writing, of
23 COUNTY's decision regarding the requested exclusion.

24 C. If CITY is the City of La Habra or the City of Santa Ana, CITY agrees to the following:

25 1. CITY shall, during the term of this Agreement, follow COUNTY's ordinance including any
26 amendments, relating to the redemption and disposal of impounded animals. In addition, CITY shall
27 adopt a fee schedule relating to the redemption and disposal of impounded animals which shall be
28 identical to the COUNTY fee schedule, including any amendments thereto. COUNTY shall notify
29 CITY of any amendments to the COUNTY ordinance and fee schedule pursuant to this Agreement, and
30 CITY shall adopt the same within thirty (30) calendar days of such notice.

31 2. CITY shall comply with administrative procedures for Animal Care Services adopted by
32 COUNTY and designed to document the receipt of an animal by COUNTY, including the execution of
33 receipts and animal history records.

34 D. If CITY is the City of Anaheim, COUNTY shall enforce the provisions of, and issue citations
35 for violations pursuant to, the codified ordinances of the Anaheim Municipal Code (Title 8) when
36 providing Animal Care Field Services within the legal boundaries of CITY.

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1 **VI. REPORTS**

2 A. COUNTY shall provide to CITY written, quarterly reports of Animal Care Services revenue,
3 expenses and service activities for each period specified below. Said reports will be due to CITY within
4 twenty (20) calendar days of the month following the reporting period, in accordance with the schedule
5 below:

6 <u>Period</u>	7 <u>Reports Due</u>
8 July 1st through September 30th	9 October 20th
10 October 1st through December 31st	11 January 20th
12 January 1st through March 31st	13 April 20th
14 April 1st through June 30th	15 July 20th

16 B. COUNTY shall provide to CITY an annual impound report on or before July 30th.

17 **VII. RECORDS**

18 A. All records created or received by COUNTY in accordance with the performance of COUNTY
19 services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such
20 form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for
21 examination by CITY at all reasonable times.

22 B. Once each year, COUNTY shall deliver to CITY only the addresses of each CITY licensed pet
23 upon demand without additional expense or cost to CITY. Any such information requested which is
24 confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to
25 Government Code section 6254.5(e). Prior to each disclosure, CITY agrees to complete and return to
26 COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties
27 agree and understand that this procedure is required by the Public Records Act and necessitated to
28 permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said
29 information without the risk of waiver of the right to refuse to disclose such confidential information to
30 others. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in
31 possession of such records, and permitted by state law to disclose them voluntarily.

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EXHIBIT B
TO AGREEMENT WITH
CITY OF HUNTINGTON BEACH
ANIMAL CARE SERVICES
FISCAL YEAR 2007 - 2008

TYPE OF ANIMAL CARE SERVICE

COUNTY agrees to provide the following Animal Care Services pursuant to the terms and conditions specified in this Agreement for Provision of Animal Care Services between COUNTY and CITY.

Animal Care Field Services	<u> X </u>
Animal Care Special Services	<u> X </u>
Animal Care Shelter Services	<u> X </u>
Animal Care License Processing Services	_____
Animal Care Impound Processing Services	_____
Animal Care Barking Dog Complaint Services	_____

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EXHIBIT C
TO AGREEMENT WITH
CITY OF HUNTINGTON BEACH
ANIMAL CARE SERVICES
FISCAL YEAR 2007-08

ESTIMATED INDIVIDUAL CITY PAYMENTS

CITY shall pay COUNTY in accordance with Paragraph III of Exhibit A to this Agreement.
Estimated CITY payments, based on payments for Fiscal Year 2006-07, are specified below:

<u>City</u>	<u>Estimated Payment</u>
Anaheim	\$1,197,877
Aliso Viejo	\$116,952
Brea	\$85,506
Cypress	\$143,306
Fountain Valley	\$210,448
Fullerton	\$467,459
Garden Grove	\$642,351
Huntington Beach	\$583,011
La Palma	\$41,403
Laguna Hills	\$68,131
Lake Forest	\$149,751
Orange	\$519,220
Placentia	\$105,745
Rancho Santa Margarita	\$63,750
San Juan Capistrano	\$76,856
Santa Ana	\$635,071
Stanton	\$107,212
Tustin	\$178,019
Villa Park	\$5,111
Yorba Linda	\$66,650
La Habra	\$110,249
Buena Park	<u>\$157,024</u>
CONTRACT CITY TOTAL	\$5,731,102

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