

**AGREEMENT FOR SERVICES #098-O1311**  
**Animal Related Services– City of Placerville**

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**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and the City of Placerville, an incorporated city in the State of California (hereinafter referred to as “City”);

**RECITALS**

**WHEREAS**, City has a need for a service provider to supply animal control services at and within the boundaries of the City for the purpose of enforcing State laws, and County and City animal control ordinances, along with animal sheltering services; and

**WHEREAS**, County through its Health and Human Services Agency (HHS), Public Health Division, Animal Services Program provides animal control services within the County; maintains a County Animal Shelter located at 511 Placerville Drive, Placerville, CA 95667; and has provided animal control and sheltering services to the City of Placerville for a number of years; and

**WHEREAS**, City feels it is in the best interest of the community to continue receiving said services from County; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable Federal, State and local laws; and

**NOW, THEREFORE**, County and City mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

A. County agrees to:

1. Provide animal control services at and within the boundaries of the City for the purpose of enforcing State laws, County and City Animal Control Ordinances, and for the purpose of maintaining a County Animal Shelter in or near Placerville.
2. Provide full field services response to citizen complaints eight (8) hours per day seven (7) days a week (8 a.m. to 5 p.m.), excluding County holidays as defined in Exhibit A – County Holiday Schedule, attached hereto and incorporated by reference herein (for future years’ schedule, refer to

the County of El Dorado's website: <http://www.edcgov.us>). Response to the following will be subject to officer availability and prioritization of calls:

- a. Rabies quarantine investigations;
  - b. Humane investigations;
  - c. Vicious animal complaints; and
  - d. Field services including but not limited to:
    - i. Stray animal impound;
    - ii. Removal of dead animals from City roadways; and
    - iii. Enforcement of all State, County and City codes dealing with animals.
3. Maintain an animal shelter with general shelter services available to the public as noted in ARTICLE I A.3.a; however, County retains the right to modify said availability in its sole discretion due to unforeseen events (i.e., events of nature/extreme weather, major animal services activity requiring all staff participation; change in staffing levels; emergency/disaster response, etc):
- a. Hours open to the public:
    - i. Monday through Saturday - 9:30 a.m. to 12:00 p.m. / 1:00 p.m. to 4:30 p.m.
    - ii. Sundays and County Holidays – closed.
4. Provide stand-by services on County holidays and outside work hours as defined in ARTICLE I A.2 to respond to emergency calls relating to:
- a. Sick and injured animals;
  - b. Unconfined aggressive animals posing a threat to public safety;
  - c. Loose livestock on City roadways;
  - d. Impoundment of animals pursuant to an owners arrest by a law enforcement agency;
  - e. Mutual aid response involving law enforcement or fire related activities; and
5. Collect fees and penalties as determined by City. A copy of the most recent County Board of Supervisors resolution establishing animal services fees is provided as Exhibit B for convenience only, with the understanding that this resolution may be modified at any time at the discretion of the County Board of Supervisors. The rates charged for the animal control services herein shall be the greater of the rates set by the City or the County's rates, in accordance with the City's ordinances.
6. The manner of the performance of all services set forth above shall be in the County's sole discretion.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2012 and remain in effect unless terminated pursuant to the provisions under ARTICLE VIII herein.

### ARTICLE III

#### Compensation for Services:

A. Determination of Annual Compensation: The Annual Compensation to be paid by City shall be calculated based on City's full share of the net cost of operations associated with services provided by County to City, as defined in Exhibit C – Compensation for Services Methodology. City shall be notified of preliminary, estimated annual compensation on or before April 15<sup>th</sup> of each year of this Agreement, for purposes of City establishing the City budget. City shall be notified of the Adopted County budget for Animal Services on or before October 1<sup>st</sup> of each year of this Agreement. County shall submit quarterly invoices to the City based on that Adopted annual amount pending reconciliation of actual net cost of operations as determined pursuant to ARTICLE III A.1 through **Error! Reference source not found.**:

1. On an annual basis, County shall review actual workload indicators utilized in the compensation methodology and actual net cost of operations through the third quarter of each fiscal year and, considering this data and other pertinent information, shall project estimated net cost of operations through the end of the fiscal year. This updated fiscal year end projection shall be submitted to City by April 15<sup>th</sup> for consideration.
2. Written notice of the final annual compensation applicable to the prior County fiscal year, based on the methodology in Exhibit C (but using actual workload and actual net cost data for the completed year) shall be submitted to City by August 15<sup>th</sup> of each year, commencing with August 15, 2013. This notice will establish the Final Annual Compensation amount due from City and shall serve as the invoice for the final quarter (April – June) of the fiscal year.
3. Meetings regarding compensation shall be held at the request of either County or City, as needed.

B. Payment: For services provided herein, City agrees to pay County within thirty (30) days of receipt of each quarterly invoice from County. Each invoice shall represent twenty-five percent (25%) of City's preliminary annual compensation amount as reflected in the written notice provided to City by July 1st until such time as agreed-upon reconciliation occurs pursuant to ARTICLE III A.

### ARTICLE IV

**HIPAA:** If during the course of an investigation into an animal bite pursuant to Title 17 California Code of Regulations Section 2606 or similar situation, County receives any individually identifiable health information (Protected Health Information or PHI), County shall maintain the security and confidentiality of such PHI required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

## **ARTICLE V**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE VI**

**Assignment and Delegation:** County is engaged by City for its unique qualifications and skills as well as those of its personnel. COUNTY will not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written notice to City.

## **ARTICLE VII**

**Independent Contractor/Liability:** County is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. County exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

County shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. CITY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to County or its employees.

## **ARTICLE VIII**

### **Default, Termination, and Cancellation:**

#### **A. Termination or Cancellation without Cause**

Either party may terminate this Agreement for any reason in whole or in part upon ninety (90) calendar days written notice prior to its effect. If such prior termination is effected by City or County, City will pay for services rendered prior to the effective dates as set forth in the Notice of Termination and for such other services, which the parties hereto may agree to in writing as necessary for contract resolution. In no event, however, shall CITY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination by City or County, County shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination by default, City reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
HEALTH & HUMAN SERVICES AGENCY  
415 PLACERVILLE DRIVE, SUITE N  
PLACERVILLE, CA 95667  
ATTN: HENRY BRZEZINSKI, CHIEF ANIMAL CONTROL OFFICER

with a copy to:

COUNTY OF EL DORADO  
PROCUREMENT AND CONTRACTS  
360 FAIR LANE, LOWER LEVEL  
PLACERVILLE, CA 95667  
ATTN: TERRI DALY, PURCHASING AGENT

or to such other location as the County directs.

Notices to City shall be addressed as follows:

CITY OF PLACERVILLE  
3101 CENTER STREET  
PLACERVILLE, CA 95667  
ATTN: CITY MANAGER

or to such other location as the City directs.

#### **ARTICLE X**

**Indemnity:** City shall indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

County shall indemnify, defend and hold harmless City, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

#### **ARTICLE XI**

**Insurance:** County is self-insured. The City accepts County's self-insurance program as adequate for the purposes of this Agreement.

**ARTICLE XII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. City attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation."

**ARTICLE XIII**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Chief Animal Control Officer, or successor.

**ARTICLE XIV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XV**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XVI**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in County of El Dorado, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XVII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XVIII**

**Waiver:** The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

**ARTICLE XIX**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By: \_\_\_\_\_  
Henry Brzezinski, Chief Animal Control Officer  
Health and Human Services Agency

Dated: \_\_\_\_\_

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By: \_\_\_\_\_  
Daniel Nielson, M.P.A.  
Director  
Health and Human Services Agency

Dated: \_\_\_\_\_

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**-- CITY --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Mark Acuna, Mayor  
City of Placerville  
"City"

ATTEST:  
Susan Zito, City Clerk

By: \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

**-- COUNTY OF EL DORADO --**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

John R. Knight, Chair  
Board of Supervisors  
"County"

ATTEST:  
Terri Daly, Acting Clerk  
of the Board of Supervisors



By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

# EXHIBIT A - County Holiday Schedule

## County of El Dorado

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### 2012 Holiday Schedule



#### **New Year's Day**

County Holiday observed Monday, January 2, 2012  
in lieu of Sunday, January 1, 2012



#### **Martin Luther King, Jr. Day**

Monday, January 16, 2012



#### **Washington's Birthday**

Observed as President's Day  
Monday, February 20, 2012



#### **Memorial Day**

Monday, May 28, 2012



#### **Independence Day**

Wednesday, July 4, 2012



#### **Labor Day**

Monday, September 3, 2012



#### **Veteran's Day**

County Holiday observed Monday, November 12, 2012  
in lieu of Sunday, November 11, 2012



#### **Thanksgiving Day**

Thursday, November 22, 2012



#### **Day after Thanksgiving**

Friday, November 23, 2012



#### **Christmas Eve Day**

Monday, December 24, 2012



#### **Christmas Day**

Tuesday, December 25, 2012



#### **New Years Day 2013**

Tuesday, January 1, 2013



**RESOLUTION NO. 025-2011**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO**

**WHEREAS**, the County of El Dorado Board of Supervisors is authorized to adopt new fees, fee levels and charges, pursuant to Government Code § 54985; and

**WHEREAS**, the County of El Dorado has reviewed and analyzed the current Animal Services fee structure established via Resolution 126-2005; and

**WHEREAS**, the County, having completed said analysis which included a review of Animal Services operations (personnel, indirect and overhead, supervision and equipment costs) and benchmarking against prevailing fees charged in surrounding counties, found that the County is not recovering an appropriate portion of full costs from the public for these services; and

**WHEREAS**, the County has determined that on occasion, extenuating circumstances may require that certain of the fees outlined hereto be waived, discounted, or deferred and that the County Chief Animal Control Officer shall be empowered to take such action when it is deemed to be in the best interest of the animal;

**NOW, THEREFORE, BE IT RESOLVED** that effective April 1, 2011, Board Resolution No. 126-2005 is hereby replaced by this Resolution, and the following fees, fee levels, and charges shall be implemented.

FEE DESCRIPTION	AMOUNT
<b>Adoptions:</b>	
Dog	\$120
Cat	\$80
Other Small Animals	\$15
Small Livestock	\$40
Large Livestock (Highest Bid Over Minimum Threshold Amount Set by Chief ACO)	Highest bid
Hold for Adoption Dog – one day hold (not applied toward adoption fee)	\$44
Hold for Adoption Cat – one day hold (not applied toward adoption fee)	\$35
<b>Dog Licensing:</b>	
Dog License – Altered / 1 year	\$20
Dog License – Altered / 3 year	\$50
Dog License – Unaltered / 1 year	\$100
Dog License – Unaltered / 3 year	\$150
Veterinarian License Sale Rebate (1 or 3 year license)	(\$5)
Duplicate License	\$18
Delinquent License Penalty (30 days past due / added to cost of license)	12-0983 B <del>\$29</del>

<b>Additional penalties for dogs-at-large without valid license:</b>	
Expired License (after 30 days – added to cost of license)	\$20
Never Licensed (added to cost of license)	\$100
<b>Potentially Dangerous Dogs (PDD) / Vicious Dogs (VD):</b>	
PDD/VD License with Investigation – 1 <sup>st</sup> year (single dog)	\$700
PDD/VD License with Investigation – 1 <sup>st</sup> year per additional dog(s) involved in the same Incident / Investigation and Annual Renewals	\$200
PDD/VD Replacement Dog License	\$20
PDD/VD Collar (enables PDD/VD identification, per Ordinance)	\$25
<b>Kennel Licensing:</b>	
Non-commercial Kennel License	\$305
Commercial Kennel License	\$355
Kennel Re-inspection(s) required within permit year due to violations (fee applicable to each re-inspection)	\$205
<b>County Established Impound Fees:</b>	
Small Animal Impound – 1 <sup>st</sup> (same household, per animal)	\$75
Small Animal Impound – 2 <sup>nd</sup> (same household, per animal)	\$200
Small Animal Impound – 3 <sup>rd</sup> or more (same household, per animal)	\$350
Small Animal Field Release	\$50
Large Animal Impound – 1 <sup>st</sup> (same household, per animal)	\$175
Large Animal Impound – 2 <sup>nd</sup> (same household, per animal)	\$300
Large Animal Impound – 3 <sup>rd</sup> or more (same household, per animal)	\$450
Large Animal Field Release (plus add'l officer(s) charged at hourly rate x actual time incurred)	\$150
<b>Board &amp; Care (fee/per day):</b>	
Dogs	\$27
Cats	\$18
All other small animals	\$9
Large Animal / Livestock	Per Contract
Owner Release of Animal (no fee for strays)	\$60
<b>Miscellaneous:</b>	
Microchip (Owner Request)	\$25
Animal Products (e.g., cat carriers)	At Cost
Quarantine Initiation / Administration Fee (If quarantined at shelter other charges also apply)	\$75
Fluorescent Rabies Antibody (small animal)	\$160
Fluorescent Rabies Antibody (large animal)	Varies due to size / weight
Veterinary Care	As charged
Euthanasia (owner release – animal unadoptable)	\$60
Dead Animal Pick Up	Hourly Rate (below) x incurred time
Vaccination Administration (plus vaccine cost)	\$20

	Hourly rate times actual time incurred
Public Records Requests	
Kennel Attendant Hourly Rate (adjust annually based on adopted budget)	\$90
Animal Control Officer Hourly Rate (adjust annually based on adopted budget)	\$100

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 28th day of February, 2011, by the following vote of said Board:

Attest: Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

Ayes: Sweeney, Knight, Briggs, Santiago  
Noes: Nutting  
Absent: None

By: Marcie MacFarland Deputy Clerk  
Ray J. Nutting Chair, Board of Supervisors  
Raymond J. Nutting

I CERTIFY THAT:  
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

Attest: Suzanne Allen de Sanchez, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

# EXHIBIT C

## COMPENSATION FOR SERVICES METHODOLOGY

City of Placerville

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### 1) Calculation of Share of Services Provided to CITY (based on workload).

For purposes of this Agreement, the share of services provided to CITY will be calculated based upon two primary workload indicators: 1) animal impounds, and 2) complaints, also referred to as Activities, as recorded in the COUNTY Animal Services' Chameleon database (or any replacement database that may be implemented by COUNTY Animal Services during the term of this Agreement).

Impounds and complaints are attributed to CITY or COUNTY, as applicable, based on the location of the animal owner's residence; or if the owner cannot be identified, the impound or complaint is attributed to either the CITY or COUNTY based on the activity/incident location (i.e., where the Animal Services staff pick up an animal or respond to a complaint/call). CITY will be deemed to include all areas within the CITY limits/boundaries and COUNTY will be deemed to include all unincorporated areas of the "West Slope" of COUNTY (the unincorporated areas of the COUNTY not including the Tahoe basin).

CITY's percentage share of workload, and associated services, will be calculated based on the latest completed fiscal year activities by dividing the combined total number of animal impounds and complaints attributed to CITY by the combined total number of animal impounds and complaints for the entire West Slope (CITY and unincorporated COUNTY areas). The following sample table demonstrates this calculation using actual data for the period July 1, 2010 through June 30, 2011:

Type of Service	City of Placerville	Unincorporated Area of the West Slope	Total
Animals Impounded July 2010 - June 2011	356	2,629	2,985
Complaints July 2010 - June 2011	710	5,102	5,812
<b>Total:</b>	<b>1,066</b>	<b>7,731</b>	<b>8,797</b>
<b>Percentage:</b>	<b>12.1178%</b>	<b>87.8823%</b>	<b>100%</b>

### 2) Calculation of Net Cost of Operations and Share Attributable to CITY.

By October 1<sup>st</sup> of each year, COUNTY will adopt an annual budget (expenditures and revenues), addressing animal services operations for the entire West Slope for the new fiscal year period (July 1<sup>st</sup> through June 30<sup>th</sup>). The total expenditure budget, minus livestock related services, minus the total revenue budget (excluding anticipated revenue from CITY under this Agreement, and General Fund support provided by COUNTY), establishes the total net cost of operations to be shared by CITY and COUNTY. The total net cost of operations, multiplied by the CITY's percentage share of services (based on workload data for the most recent completed fiscal year, using the methodology above), produces the CITY's full share of the cost of operations.

## EXHIBIT C

The following table demonstrates calculation of the CITY's estimated full share of the net cost of operations for COUNTY Fiscal Year 2012-2013:

Recommended Budget Expenditures .....	\$1,741,743
Less Livestock Related Services	(15,000)
Less Revenue (sources other than CITY or COUNTY funds) ...	<u>(626,214)</u>
Net Cost of Operations .....	\$1,100,529
Multiplied by CITY's share for workload as calculated for FY 2010-2011 (above) .....	<u>12.1178%</u>
Full Cost of Operations attributable to CITY .....	\$133,360

Development of the preliminary and final annual compensation amount applicable to each fiscal year will be pursuant to Article III of the Agreement.

3) Calculation of Adjusted Annual Compensation due from City.

City will pay a graduated share of costs each year as reflected in the following table:

Compensation Period	Full Cost of Operations Attributable to City	Share of Full Cost to be Paid by City
July 1, 2012 to June 30, 2013	To be determined using above methodology	75%
July 1, 2013 to June 30, 2014	To be determined using above methodology	85%
July 1, 2014 to June 30, 2015	To be determined using above methodology	95%
July 1, 2015 and thereafter	To be determined using above methodology	100%