



## Legislation Details (With Text)

**File #:** 11-0573      **Version:** 2

**Type:** Agenda Item      **Status:** Approved

**File created:** 5/16/2011      **In control:** Board of Supervisors

**On agenda:** 8/26/2014      **Final action:** 8/26/2014

**Title:** Health and Human Services Agency recommending the Board consider the following:  
 1) Approve and authorize the Chair to sign retroactive revenue generating Agreement 008-F1511 with the City of South Lake Tahoe for the County to provide animal control services within the boundaries of the City of South Lake Tahoe with a term to begin July 1, 2014, which the city reimburses the county for its services, and continues in perpetuity until terminated by either party; and  
 2) Authorize the Chair to execute further documents including amendments relating to Agreement 008-F1511 which do not affect the term or compensation methodology, and contingent upon approval by County Counsel and Risk Management further authorize the Director of the Health and Human Services Agency, or designee, to administer and execute any subsequent administrative documents relating to said Agreement, including but not limited to required fiscal and programmatic reports.

**FUNDING:** City of South Lake Tahoe.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. 2A - Approved CRS, 008-F1511, 8-26-14, 2. 2B - 008-F1511, 8-26-14, 3. Executed Agreement 008-F1511 (BOS 8-26-14), 4. 1A - Blue Sheet City of SLT, 5. 1B - City of SLT Agmt

Date	Ver.	Action By	Action	Result
8/26/2014	2	Board of Supervisors	Approved	Pass
11/8/2011	1	Board of Supervisors	Approved	Pass

Health and Human Services Agency recommending the Board consider the following:  
 1) Approve and authorize the Chair to sign retroactive revenue generating Agreement 008-F1511 with the City of South Lake Tahoe for the County to provide animal control services within the boundaries of the City of South Lake Tahoe with a term to begin July 1, 2014, which the city reimburses the county for its services, and continues in perpetuity until terminated by either party; and  
 2) Authorize the Chair to execute further documents including amendments relating to Agreement 008-F1511 which do not affect the term or compensation methodology, and contingent upon approval by County Counsel and Risk Management further authorize the Director of the Health and Human Services Agency, or designee, to administer and execute any subsequent administrative documents relating to said Agreement, including but not limited to required fiscal and programmatic reports.

**FUNDING:** City of South Lake Tahoe.

**Fiscal Impact/Change to Net County Cost**

The City of South Lake Tahoe (City) pays the County for its share of cost for animal-related control services performed within the boundaries of the City of South Lake Tahoe resulting in the offset of Net County Cost for services provided in that geographical area for the Health and Human Services Agency’s Fiscal Year (FY) 2014-15 budget and future budgets.

**Background**

Under California Health and Safety Code Division 105., Part 6., Chapter 1. Rabies Control, Section 121690. (e), "The governing body of each city, city and county, or county shall maintain or provide for the maintenance of a pound system and a rabies control program for the purpose of carrying out and enforcing this section. (Rabies Control)." In addition, California Food and Agriculture Code, Division 14., Chapter 5., Article 1., addresses the impoundment of strays.

The City has determined that the partnership with the County for animal control-related services will reduce costs of core services that protect the public health and safety serves as a leverage of City resources by minimizing the City's staffing and legal costs. The City has contracted for these services since FY 1993-94 to fulfill the State required animal-control services. The City has found it more economical to contract with the County for animal-related control services primarily provided through the County-owned East Slope animal shelter in South Lake Tahoe. The cost of services is determined based on the actual services utilized by the City and allocated based upon the percentage of total services provided. HHSA invoices the City quarterly for services provided by the County, and the annual reconciliation is made a part of the fourth quarter invoice.

The Agreement is retroactive due to the additional time needed to negotiate the terms of the Agreement and to receive the necessary approval from the City of South Lake Tahoe City Council.

### **Reason for Recommendation**

HHSA recommends approval of perpetual revenue generating Agreement 005-F1511 for the continuation of the animal-related control services within the boundaries of the City of South Lake Tahoe as the City is not equipped or prepared to fulfill State statute requirements regarding animal-related control issues within its boundaries including the State requirement of impounding stray or abandoned animals taken into possession by its peace officers under Penal Code Section 597.1. Furthermore, under State and County laws and County Ordinance Title 6, the County must maintain a presence in the South Lake Tahoe area with or without this Agreement, so a decision not to execute this Agreement will result in a loss of offsetting funds to the General Fund for East Slope animal-related services.

### **Clerk of the Board Follow Up Actions**

- 1) Clerk to have the Chair sign two (2) originals of Agreement 008-F1511.
- 2) Clerk of the Board to return one (1) fully executed Agreement to HHSA Contracts Unit at 3057 Briw Road, Suite A.

### **Contact**

Don Ashton, M.P.A., Director

### **Concurrences**

County Counsel and Risk Management