



## Legislation Text

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**File #:** 22-1290, **Version:** 1

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Health and Human Services Agency (HHSA) recommending the Board:

- 1) Approve and authorize the Chair to sign the First Amendment to revenue generating Agreement for Services 6512 (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; and
- 2) Authorize the HHSA Director or Assistant Director of Human Services to execute further documents relating to Agreement 6512, including amendments which do not affect the term or compensation methodology of the Agreement, contingent upon approval by County Counsel and Risk Management.

**FUNDING:** 100% City of South Lake Tahoe.

### **DISCUSSION / BACKGROUND:**

The provision of animal-related control services is required under California Health and Safety Code Section 121690(e) which states, "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, the California Food and Agriculture Code Sections 31101-31109 address the impoundment of strays.

Beginning in Fiscal Year (FY) 1993-94, the City of South Lake Tahoe (City) has paid the County of El Dorado for its share of costs for animal-control related services performed within the boundaries of the City, resulting in the offset of General Fund costs for services provided by Health and Human Services Agency (HHSA) Animal Services.

HHSA is currently providing Animal Control services to the City through Agreement for Services 6512 (legacy agreement 008-F1511) executed by the Board on August 26, 2014 (File ID: 11-0573). The agreement renews automatically for successive one-year periods. HHSA and the City have determined that the continued partnership for Animal Control services is in keeping with fiscal sustainability, as the partnership reduces the cost of core services that protect public health and safety, serves to leverage City resources, and minimizes the City's staffing and legal costs.

The City's percentage share of workload and associated services are calculated annually based on the latest completed fiscal year activities by dividing the combined total number of animal impounds and calls for service attributed to the City, by the combined total number of animal impounds and calls for service for the entire South Lake Tahoe (SLT) basin (City and unincorporated County areas). That percentage is then applied to the estimated costs in the current fiscal year SLT Animal Services budget. HHSA invoices the City quarterly for services provided by the County. The annual reconciliation is a part of the fourth quarter invoice at which time a true-up is done to determine if all applicable charges were paid by the City or if there is any credit due back to the City in the case of an overpayment.

This proposed First Amendment to Agreement for Services 6512 was initiated after discussions between the parties determined that, in addition to paying proportionally for the full share of net cost of services and operations performed within the boundaries of the City, the City has agreed to pay their calculated share of an agreed upon flat rate reimbursement to the County for capital improvements and deferred maintenance which are to be held in a Special Revenue fund. This will allow the City to regularly budget for facilities costs without unexpected cost increases when building improvement projects are completed. The funds will be deposited with the County into a Special Revenue Fund and disbursements from the fund will be made as needed for Animal Services facilities maintenance and replacement costs. The flat rate was calculated on a proportionate city share using a per square foot basis at \$500 per square foot amortized over 50 years (the lifespan of the buildings). The annual reserve for the city is \$51,480 for replacement reserves and \$2,300 for deferred maintenance, for a total of \$53,780. The Amendment adds or updates several Articles to include updated contract provisions to align with current practices and contract language.

**ALTERNATIVES:**

Should the Board decline to approve this recommendation, HHSA would continue to provide services through the existing contract and would not benefit from the additional financial contribution from SLT for their share of additional costs.

**PRIOR BOARD ACTION:**

08/26/2014, 11-0573, HHSA City of South Lake Tahoe Animal Svcs Agmt 008-F1511

**OTHER DEPARTMENT / AGENCY INVOLVEMENT:**

Approved by County Counsel, and Risk Management.

**CAO RECOMMENDATION:**

Approve as recommended.

**FINANCIAL IMPACT:**

The City of South Lake Tahoe (City) pays its share of costs for animal-control related services in the boundaries of the City of South Lake Tahoe to County resulting in the offset of General Fund cost for services provided in the geographical area for the Health and Human Services Agency's Fiscal Year 2022-23 and future budgets.

**CLERK OF THE BOARD FOLLOW UP ACTIONS**

- 1) Clerk of the Board to obtain signature of Chair on two (2) originals of First Amendment to Agreement for Services 6512; and
- 2) Clerk of the Board to return two (2) fully executed Amendments to HHSA Contracts Unit at 3057 Briw Rd, Suite B for further processing.

**STRATEGIC PLAN COMPONENT:**

Healthy Communities and Public Safety

**CONTACT**

Olivia Byron-Cooper, Interim Director, Health and Human Services Agency