

RESOLUTION NO. 3092-2007

RESOLUTION OF THE FORT BRAGG CITY COUNCIL AUTHORIZING CITY MANAGER TO EXECUTE A CONTRACT WITH COUNTY OF MENDOCINO FOR ANIMAL CONTROL SERVICES (AMOUNT NOT TO EXCEED \$38,000; ACCOUNT 110.4200.319)

WHEREAS, the City has contracted with Mendocino County for animal control services for more than 35 years; and

WHEREAS, the last contract, expired on July 1, 2006, and the City has been providing animal control services since January 1, 2007; and

WHEREAS, the Police Chief has evaluated the option of City's Community Services Officers and Police Officers to respond to animal control calls, rather than contracting with the County for this service, and has determined that there is not a substantial savings and it has placed a training and calls for service burden on Police Department staff; and

WHEREAS, it is recommended that the City contract for animal control services with the County; and

WHEREAS, the County has requested an annual payment for FY 2007-08 of \$38,000 for animal control and sheltering services; and

WHEREAS, City staff has negotiated a contract with the County Animal Control Division for \$16,000 for shelter services through June 30, 2008, and \$22,000 for animal control services through June 30, 2008 as shown in "Exhibit A."

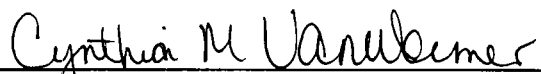
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby authorize City Manager to Execute a Contract with the County of Mendocino for Animal Control Services (Amount Not to Exceed \$38,000; Account 110.4200.319).

The above and foregoing Resolution was introduced by Councilmember Courtney, seconded by Councilmember Melo, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 23rd day of July, 2007, by the following vote:

AYES: Councilmembers Turner, Courtney, Gjerde, Melo, and Mayor Hammerstrom.
NOES: None.
ABSENT: None.
ABSTAIN: None.


DOUG HAMMERSTROM,
Mayor

ATTEST:


Cynthia M. VanWormer, CMC
City Clerk

**COOPERATIVE CITY- COUNTY ANIMAL CONTROL AGREEMENT
BETWEEN THE CITY OF FORT BRAGG AND
THE COUNTY OF MENDOCINO**

THIS AGREEMENT, made and entered into this ____ day of _____ 2007, by and between the County of Mendocino, hereinafter called "COUNTY" and the City of Ft Fort Bragg, a municipal corporation, located within the County, hereinafter called the "CITY".

WITNESSETH:

WHEREAS, CITY is desirous of contracting with COUNTY to provide domestic animal control services within the city of Ft Bragg for a one-year period

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Cooperative City-County Animal Control Agreement #07-037, entered into on February 27, 2007, including any and all subsequent amendments are hereby voided.
2. COUNTY shall provide the services described in "Exhibit B" and CITY accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Payment Terms
Exhibit B Definition of Services

The term of this Agreement shall be from July 1, 2007 through June 30, 2008.

The compensation payable to COUNTY hereunder shall not exceed Thirty Eight Thousand Dollars (\$38,000) for the term of this Agreement.

EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF MENDOCINO

CITY OF FORT BRAGG

Health & Human Services Agency

City of Fort Bragg

By: _____
Carmel Angelo, Director

By: _____
Linda Ruffing, City Manager

INSURANCE REQUIREMENTS

ATTEST

Kristin McMenomey, Director
General Services Agency

Cynthia M. VanWormer, City Clerk

By _____
RISK MANAGER

By: _____

APPROVED AS TO FORM:

JEANINE B. NADEL, County Counsel

Michael Gogna, City Attorney

By _____

By: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

GENERAL TERMS AND CONDITONS

1. CITY Agrees to continue its adoption of the current COUNTY Animal Control Ordinance, Title 10, and fee schedules that have been adopted by Resolution by the County Board of Supervisors.
2. CITY agrees that COUNTY will dispose of any dead animal picked up or brought to COUNTY from within the Fort Bragg city limits.
3. COUNTY agrees to render such domestic animal control services as described in Exhibit B.
4. COUNTY and CITY agree that enforcement and shelter services will be provided until June 30, 2008.
5. INDEMNIFICATION: To the fullest extent permitted by law, CITY shall hold harmless, defend and indemnify the County of Mendocino, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of CITY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The COUNTY may participate in the defense of any such claim without relieving CITY of any obligation hereunder.

To the fullest extent permitted by law, COUNTY shall hold harmless, defend and indemnify the CITY, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, and (2) is caused in whole or in part by any negligent act, omission or willful misconduct of COUNTY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The CITY may participate in the defense of any such claim without relieving COUNTY of any obligation hereunder.

6. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

COUNTY: Bliss Fisher, Animal Control
298 Plant Road
Ukiah, Ca. 95482

CITY: Linda Ruffing, City Manager
416 North Franklin Street
Fort Bragg, Ca. 95437

7. **TERM AND TERMINATION:** This Agreement shall take effect on July 1, 2007 and shall remain in effect until June 30, 2008 or until terminated by either party. This agreement may be terminated upon sixty (60) days written notice by either party to the other. In the event that the contract is terminated, the City shall pay the County a monthly prorated amount based on the annual amount of the agreement for each month the County provides services. In the event the City has already provided payment to the County, the County will reimburse the City for the portion of the payment associated with the months the County did not provide services.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

PAYMENT TERMS

1. CITY agrees that not later than October 31, 2007, 90 day from the effective date of this Agreement, it will transfer Thirty Eight Thousand (\$38,000) Dollars to COUNTY representing payment for field (\$22,000) and shelter (\$16,000) services as described in Exhibit (B).
2. The COUNTY shall be entitled to collect and retain all fees and fines including dog license, shelter or other operational fees for providing services in Exhibit (B), however, those collections shall be credited to the CITY on the subsequent year's invoice for services.

[END OF PAYMENT TERMS]

EXHIBIT B

DEFINITION OF SERVICES

1. From July 1, 2007 through June 30, 2008, the COUNTY shall provide CITY eight hours (8) of patrol service per week or a total of 416 hours for this 12-month period. The patrol hours are in addition to the sheltering of animals and administrative support. Those enforcement services include:
 - Impoundment of dogs at large. COUNTY does not pick-up cats.
 - Investigate animal cruelty and neglect violations.
 - Investigate and quarantine of rabid and suspected rabid animals.
 - Investigate complaints, i.e., nuisance, barking, chasing, vicious etc.
 - Hold administrative review hearings when requested.
 - Take up and convey injured animals for treatment.

2. From July 1, 2007 to June 30, 2008, COUNTY will provide CITY with animal shelter services that would be *normal and customary services provided to County residents*. These services will also include:
 - Administration of dog licensing program.
 - Provision of one low cost rabies/licensing clinic.

3. COUNTY establishes work schedule of COUNTY animal control personnel. The current basic workweek is Monday through Friday from 7:30 a.m. to 4:30 p.m. However, the county may modify its work schedule at any time, without permission from CITY, in order to meet special or unique needs.

4. COUNTY does not enforce city codes.

5. COUNTY will submit annual sheltering report to the state.

6. COUNTY services do not include dead animal pick up.

[END OF DEFINITION OF SERVICES]