

## **RESOLUTION NO. 3046-2007**

### **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 \$22,000; ACCOUNT 110.4200.319)**

**WHEREAS**, the City has contracted with Mendocino County for animal control services for more than 35 years and, over the years, the City's contract costs for animal control services have increased at a typical rate of between 2% and 10% per year; and

**WHEREAS**, the last contract, which expired on July 1, 2006, was a two-year agreement which established costs at \$18,000 for 2005 and \$20,000 for 2006; and

**WHEREAS**, the County has been providing services since July 1, 2006 without a contract in place; and

**WHEREAS**, the County has requested an annual payment for FY 2006-07 of \$36,027 for animal control and sheltering services; and

**WHEREAS**, the Police Chief has evaluated the option of using the City's community service officers and police officers to respond to animal control calls, rather than contracting with the County for this service and has determined that it will provide for substantial savings and is not expected to present an undue burden on Police Department staff; and

**WHEREAS**, the Finance & Administration Committee of the City Council considered this matter at their December 6, 2006 meeting and concurred with the Police Chief's recommendation; and

**WHEREAS**, in an effort to contain costs within the \$22,000 that the Council budgeted for FY 2006-07, City staff has negotiated a contract with the County Animal Control Division for \$11,750 for shelter services through June 30, 2007, and \$10,250 for animal control services through December 31, 2006 as shown in "Attachment 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 \$22,000; Account 110.4200.319)

**The above and foregoing Resolution was introduced by Councilmember Turner, 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 8<sup>th</sup> day of January, 2007, by the following vote:**

**AYES:** Councilmembers Turner, Courtney, Gjerde, Melo, and Mayor Hammerstrom.

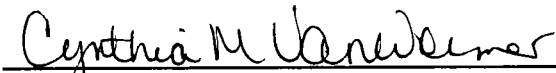
**NOES:** None.

**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 \_\_\_\_\_ 2006, by and between the County of Mendocino, hereinafter called "County" and the City of Fort Bragg, a Municipal Corporation, located within the County, hereinafter called the "City".

**WITNESSETH:**

WHEREAS, Government Code Section 6500 et seq. of the State of California provides that cities and counties may enter into agreements to jointly exercise any power common to the contracting parties, and

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 #04-085, entered into on June 15, 2004, including any and all subsequent amendments are hereby voided.
2. The 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.
3. The City agrees that the County shall dispose of any animal picked up or brought to the County from within the City limits.
4. The County Agrees to render such domestic animal control services as described in Exhibit (A). Enforcement services shall be provided until December 31, 2006 and shelter services shall be provided until June 30, 2007

**ESTABLISHMENT OF CITY COST**

1. The City agrees that not later than January 31, 2007, it shall transfer Sixteen Thousand (\$16,000) Dollars to the County representing payment for the first half of fiscal year 2006-2007. The City agrees that not later than March 31, 2007, to remit the remaining balance of Six Thousand (\$6,000) to the County. The total shall be Twenty-Two Thousand Dollars (\$22,000).
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 (A), however, those collections shall be credited to the City on the subsequent year's invoice for services.

**HOLD HARMLESS**

Both entities agree to indemnify and hold harmless each other, its elected or appointed officials, employees or volunteers against any claims, actions or demands against them, or any of them, arising out of or in any way connected with performance of this Agreement.

**TERM AND TERMINATION**

This Agreement shall take effect on July 1, 2006 and shall remain in effect until June 30, 2007 or terminated by either party as provided herein. This agreement may be terminated upon sixty (60) days written notice by either party to the other.

**NOTICES**

All written notices to this Agreement shall be addressed as follows:

To County: John Morley, Animal Control  
298 Plant Road  
Ukiah, Ca. 95482

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

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

COUNTY OF MENDOCINO

CITY OF FT BRAGG

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Linda Ruffing, City Manager

Dated \_\_\_\_\_

Dated \_\_\_\_\_

Attest: Kristi Furman  
Clerk of Board

Attest: Cynthia M. VanWormer  
City Clerk

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT A**

### **SERVICES DELIVERED BY COUNTY ANIMAL CONTROL**

1. From July 1, 2006 till December 31, 2006, the County shall provide City eight hours (8) of patrol service per week or a total of 208 hours for this 6 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, 2006 to June 30, 2007, The County will provide City with animal shelter services that would be normal and customary services provided by the Department to County residents. These services will also include:
  - Administration of dog licensing program.
  - Provision of one low cost rabies/licensing clinic.
3. Work schedule of animal control personnel to be established by County. Basic workweek: Monday through Friday, 7:00am to 4:00pm. However, the county may modify its work schedule from time to time to meet 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.