

# City of Woodland

## REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR  
AND CITY COUNCIL

DATE: JUNE 17, 2008

SUBJECT: ANIMAL SERVICES AGREEMENT FY07-08

### **Report in Brief**

The City of Woodland provides animal control services to the community through a contract with the County of Yolo. The contract is up and due for renewal. The County has provided a contract proposal to continue providing animal control services.

Staff recommends that the City Council approve the one year renewal for FY 07-08 of the Animal Services Agreement as proposed by the County of Yolo.

### **Background**

The Animal Services Division of the Yolo County Sheriff's Department provides animal control services to the citizens of Woodland. The City of Woodland pays for these services through a contract with the County of Yolo. A three-year agreement with the County for Animal Control services was concluded on June 30, 2007.

Discussions to extend the agreement have been going for several months. In October 2007 the County initially proposed a 3-year contract with a fixed cost for year 1 (FY08) and an amount to be determined for years 2 and 3. Staff discussed the proposal with County officials in November and December, and returned the proposal to them in January asking for some certainty on future costs. In the course of conducting these discussions, the level of Animal Control services was reevaluated during the FY09 budget process. This evaluation led to staff's recommendation to reduce the level of service as proposed on May 13, 2008 in order to meet the City's fiscal challenges. Staff is currently in discussions with the County on a modified agreement to reflect the reduced level of service. However, the City needs to approve an agreement for the current fiscal year in which services have been provided. The proposal before the Council is a one year agreement for FY 07-08. The contract cost increased to \$461,942 from \$387,436 in FY 06-07.

**Discussion**

The Animal Control Services Division of the Yolo County Sheriff's Office has provided high quality service to the City of Woodland. The Division provides these services to all cities in the county, the University of California at Davis, and all unincorporated areas of the county. The Division staff includes animal control officers who respond to call for service in our community, and animal shelter staff who maintain a safe and humane environment for animals that have been taken into custody. In addition, the Division has veterinary and other staff available to care for injured animals. The Division performs all animal control services for the City including animal licensing, pick up of stray or injured animals, pick up of dead animals, quarantine of animals when required, and the sheltering, release and adoption of impounded animals.

For health and safety reasons some animal services, such as vicious animals calls or dog bite reports, are mandated. These mandated services will be reflected in the FY09 agreement currently under discussion with County staff.

Through the years the City's cost for animal services have been determined using a formula which identifies our share of the costs. The Animal Control Services Division of the Yolo County Sheriff's Office prepares an annual budget in coordination with the County. The fees and revenues received by the Division are subtracted from this amount. The fees and revenues include all animal license fees, animal release fees, quarantine fees, etc. generated within all the cities and the unincorporated areas of the county. The remaining costs are then divided among the participating agencies based on the number of "patrol hours" consumed, and the number of "shelter hours" used. The table below shows a six year history of animal control costs for the City of Woodland.

FY	CONTRACT DETAILS						ACTIVITY (hours include OT)			
	Total Contract	% Inc	Woodland Annual Share	% Inc	% of Total Contract	OT Hourly Rate	Shelter Hours*	% of Total	Patrol Hours*	% of Total
02-03	\$1,311,940		\$ 220,349		16.80%		2422.50	26.04%	4178.25	30.99%
03-04	\$1,337,867	2.0%	\$ 268,286	21.8%	20.05%		3043.55	31.57%	5554.25	34.86%
04-05	\$1,349,847	0.9%	\$ 286,969	7.0%	21.26%		4724.08	36.16%	3927.67	30.14%
05-06	\$1,168,018	13.5%	\$ 334,015	16.4%	28.60%	\$ 84.84	5675.96	29.99%	4852.97	34.52%
06-07	\$1,294,674	10.8%	\$ 387,436	16.0%	29.93%	\$ 91.63	5785.00	28.15%	3970.00	33.18%
07-08	\$1,494,336	15.4%	\$ 461,942	19.2%	30.91%	\$ 91.63	Not Available		Not Available	

\* Beginning FY 04-05 24/7 regular service hours were discontinued.

The County's proposed three-year agreement reflected a significant increase for the first year (19.2% for FY08) and unspecified amounts for the following two years (FY09 and FY10). Consequently,

staff informed the County that the agreement was not satisfactory unless significant changes were made to control costs. In the meantime, during the FY09 budget process, the Police Department proposed a decrease in animal control services in an effort to meet the City's fiscal challenges. This proposal has since been accepted by the City Manager and the Council. Meetings are currently underway between staff and County representatives to define service levels and reduce costs. The agreement currently before the Council is needed to pay the County for services provided during FY 07-08.

Section IV (Reports) of the agreement before the Council states that "the County shall provide the City with monthly and year-end statistical reports." To date, with 11 of the 12 months of the agreement already completed, the City is yet to receive any such reports from the County. Should the City Council approve the agreement, staff will transmit to the County that payment will be withheld until the reports are received.

**Fiscal Impact**

The term of the proposed agreement is nearly completed. The full amount of \$461,942, which includes an increase of \$74,506, was included in the approved FY 07-08 budget within the General Fund.

**Public Contact**

The item was included in the posting of the City Council agenda.

**Recommendation for Action**

Staff recommends that the City Council approve the one year renewal for FY 07-08 of the Animal Services Agreement as proposed by the County of Yolo.

Prepared by: Carey F. Sullivan  
Chief of Police

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Mark G. Deven  
City Manager

Attachment: Animal Control Services Agreement

**YOLO COUNTY AGREEMENT NO. \_\_\_\_\_**

**AGREEMENT BETWEEN COUNTY OF YOLO  
AND THE CITY OF WOODLAND FOR  
ANIMAL CONTROL SERVICES**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Woodland, a municipality under the laws of the State of California (“City”).

**RECITALS**

WHEREAS, the City has a need for animal control services within its corporate limits; and

WHEREAS, the County has been competently providing these animal control services to the City for several years; and

WHEREAS, the City has expressed its desire to have the County continue to provide animal control services within the City’s corporate limits subject to the terms of this Agreement; and

WHEREAS, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

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

**I. SERVICES TO BE PROVIDED BY THE COUNTY**

A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff’s Department within the corporate limits of City. Such services shall be provided as determined by the Sheriff and shall be consistent with those services provided by the County in the unincorporated area of Yolo County. Regular Services shall be limited to 8:00 a.m. to 8:00 p.m., seven days a week. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

**II. COMPENSATION TO BE PAID BY THE CITY**

A. City agrees to compensate the County annually, on a quarterly basis, the following amount. Quarterly payment is due and payable by check, within the first thirty (30) days of the quarter to prevent contract termination.

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2007-06/30/2008	\$461,942	\$115,485.50

B. Hourly Rates – For services provided by the County outside of 8:00 a.m. to 8:00 p.m., seven days a week, the 2007-08 reimbursement rate shall be \$53.50 per hour with a two-hour minimum for each occurrence. These charges shall be billed quarterly.

C. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to City from County.

D. In further consideration of the rendition of the foregoing services by County, City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected pursuant hereto.

E. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

F. County shall not be entitled to reimbursement for any expenses.

**III. METHOD OF PAYMENT OF COMPENSATION**

The City agrees to compensate the County on a quarterly basis, in the amounts described in Paragraph II above. Payment shall be made by the City within the first thirty (30) days of the beginning of each quarter.

**IV. REPORTS**

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. No charge will be made for these materials.

## **V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

## **VI. RECORDS RETENTION**

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

## **VII. TERM AND TERMINATION**

A. The term of this Agreement shall be from July 1, 2007 until June 30, 2008, unless sooner terminated as hereinafter provided.

B. Agreement may be extended for a period of two (2) years based on mutual agreement of the County and City staff.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that sixty (60) days written notice is given.

## **VIII. APPLICABLE LAWS**

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

## **IX. NOTICE**

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of City and County at their respective addresses as follows:

City of Woodland: City of Woodland  
1000 Lincoln Avenue  
Woodland, CA 95695  
Attn: Chief Carey Sullivan  
(530) 661-7800

County: Yolo County Sheriff's Department--Animal Services  
41797 Gibson Road  
Woodland, CA 95776-9327  
Attn: April Gordon, Accounting  
(530) 668-5268

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

City: (530) 662-5377 County: (530) 668-4029

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

**X. AMENDMENT**

This Agreement may be amended only by written instrument signed by the County and City.

**XI. WAIVER**

The waiver by either party to this Agreement or any of their respective officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

**XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or

meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year above set forth.

**County of Yolo**

**City of Woodland**

By \_\_\_\_\_  
Duane Chamberlain, Chairman  
Yolo County Board of Supervisors

By \_\_\_\_\_  
David M. Flory, Mayor  
City of Woodland

Attest:  
Ana Morales, Clerk  
Board of Supervisors

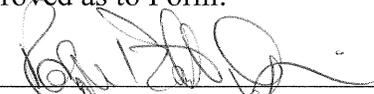
Attest:  
Sue Vannucci, City Clerk  
City of Woodland

By \_\_\_\_\_  
Deputy (Seal)

By \_\_\_\_\_  
Deputy

Approved as to Form:

Approved as to Form:

  
\_\_\_\_\_  
Robyn Fruit Drivon, County Counsel

\_\_\_\_\_  
Ann Siprelle, City Attorney