



COUNTY OF SANTA CRUZ

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May 12, 1998

AGENDA: May 19, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Animal Control Contract

Dear Members of the Board:

On March 24, 1998, your Board directed considered a report on the 1998-99 Animal Control Services Contract and directed this office to return today with a recommended contract as amended by your Board for consideration. Your Board also directed this office to (1) include the SPCA's request for a 3% increase in the CAO's Proposed Budget, (2) provide in writing the rule for interpreting Penal Code 597.1 (A) to distinguish between the County Ordinance regarding animal at-large, (3) clarify the policy for responding to calls in beach areas, (4) clarify physically fit animals, (5) and request NETCOM to submit a memorandum explaining procedures for handling animal complaint calls during off-hours.

ANIMAL CONTROL SERVICES CONTRACT

The current working draft of the contract is provided as Attachment A. Recommended changes are highlighted, and language recommended to be deleted is shown in strike-out mode.

Dead Animal Pick Up

During the March 24, 1998, meeting, your Board directed that the following language be added to the contract: *The SPCA shall pick up and dispose of all dead dogs and cats and other small dead animals, marine mammals, reptiles, and fish, which can be lifted by one officer on or adjacent to public streets in the unincorporated area.*

The SPCA identified several concerns about this language. The US Department of Fish and Game generally wants to collect the bodies of dead marine mammals found on shore in order to perform necrotomies. The SPCA was willing to remove the bodies of dead marine mammals which were not picked up by the US Department of Fish and Game or other research institution, as long as they were within the same size limits established for other animals. The SPCA also opposed including the requirement to pick up dead reptiles and fish. A large number of reptiles die along the County's roads, and it would require a significant amount of time for the SPCA to pick them up. The SPCA does not wish to be required to pick up fish, because almost all fish found on the roads are just part of a bunch of garbage which has been dumped on the road.

After negotiations with the SPCA, the following amended language is presented for your Board's consideration: *The SPCA shall pick up and dispose of all dead dogs and cats and other small dead animals which are located on or adjacent to public streets in the unincorporated area of Santa Cruz County, in the City of Santa Cruz, and in the City of Scotts Valley, and which can be lifted by one officer. The SPCA shall pick up dead marine mammals which are in these same areas and which can be lifted by one officer in those instances where such mammals are not picked up by another agency, such as the US Department of Fish and Game.*

This revised language is shown on page 3 of the contract and is acceptable to the SPCA. Staff recommend that your Board authorize its inclusion in the contract.

Fixed Assets

As discussed in the March 24, 1998, Board letter, the existing contract does not address the ownership of fixed assets which are purchased with public funds. Your Board directed this office to include fixed asset language in the contract. Negotiations have continued, and several alternate proposals for treating fixed assets have been submitted to the SPCA for consideration. However, the Board of Directors of the SPCA remains unwilling to accept any language which would restrict their entire ownership of fixed assets purchased through contract funds.

This office believes that it is appropriate for all County contracts to include language regarding the disposition of fixed assets purchased through public funding.

All contracts funded through the Community Program budget include the following language:

All fixed assets purchased under this Agreement shall become the property of the County.

Health Services contracts include the following language as part of the Standard County/Agency provisions:

Any equipment, materials, supplies, or property of any kind purchased from funds advanced or reimbursed under the terms of this Agreement having a useful life of three years or greater and a value in excess of three hundred dollars is defined a inventory item. All such items not fully consumed in the work described herein shall be the property of the COUNTY at the termination of this Agreement unless the COUNTY, at its sole discretion, makes an alternate disposition. CONTRACTOR shall, at the request of COUNTY, submit an inventory of said items purchased under the terms of this Agreement, and for items received on a loan basis from COUNTY; such inventory will not be required more frequently than annually. CONTRACTOR shall provide a final inventory to COUNTY's Administrator

within ten (10) days of the termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions provided by COUNTY.

The language recommended for the Animal Control contract has been modified to bring it into conformity with the County's current definition of fixed assets being those items with a value in excess of \$1,500. The recommended language is as follows:

Any equipment, materials, supplies or property of any kind purchased from funds advanced or reimbursed under the term of this agreement having a useful life of three years or greater and a value in excess of fifteen hundred (\$1,500) dollars is defined as a fixed asset. All such items not fully consumed in the work described herein shall be the property of the Public Entities at the termination of this agreement unless the Public Entities, at their sole discretion, make an alternate disposition. The SPCA shall provide a final inventory to the Public Entities within ten (10) working days of the termination of this agreement. Final disposition of all fixed assets shall be in accordance with written instructions provided by the Public Entities. Fixed assets in the SPCA's possession shall only be used in connection with the program funded under this agreement.

The recommended language is presented in the contract on page 8. The SPCA is not willing to accept this language, and staff seeks further direction from your Board.

Basis of Payment

As discussed in the March 24, 1998, Board letter, the existing contract states that the Public Entities shall make monthly payments to the SPCA in the amount of 1/12th of the total cost for each Public Entity. This office has recommended, and your Board concurred on March 24, 1998, that it would be appropriate for this contract to be placed on a reimbursement for services basis. This would alleviate the necessity to determine how unspent funds would be used, because the SPCA would be reimbursed only for those funds which were expended during the course of the agreement. The SPCA Board of Directors remains unwilling to accept the shift of this contract to a reimbursement basis.

Page 4 of the contract presents the recommended language and the language which would be deleted if the contract were placed on a reimbursement basis. At this time, this office and the SPCA have reached an impasse on this issue. We request direction from your Board on how to proceed.

SPCA BUDGETARY REQUEST

Your Board directed that the SPCA's request for a 3% increase be included in the development of the County Administrative Officer's Proposed Budget. The request will be included in the budget when it is presented to your Board on May 19, 1998.

ANIMAL AT LARGE

Your Board requested a written rule for interpreting Penal Code 597.1 (A) between the County Ordinance regarding animals at large. The procedures identified in Penal Code Section 597.1 do not apply to animals found or impounded while at large. Section 6.20.010 of the County Code authorizes the SPCA to impound animals at large. In addition, the hearing procedure for impounded at large animals is provided in Section 6.20.020 of the County Code.

Penal Code 597.1 (A) authorizes the SPCA to impound animals which are being kept without proper care and attention, or to impound sick, disabled, neglected, or abandoned animals to protect the health or safety of the animal or the health or safety of others.

PHYSICALLY FIT ANIMALS

Your Board requested information regarding the term *physically fit animal* as it is used in Penal Code 597. This term is used in subsection (f) (4): *...If it is determined the seizure was justified, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and the care of the animal, the charges for the seizure and care of the animal shall be a lien on the animal, and the animal shall not be returned to its owner until the charges are paid and the seizing agency or hearing officer has determined that the animal is physically fit or the owner demonstrates to the seizing agency's or the hearing officer's satisfaction that the owner can and will provide the necessary care.*

An animal is considered physically fit when it no longer requires professional care or treatment for the condition or conditions which lead to its seizure or for subsequent complications that developed after the animal was seized. If the animal still needs treatment which can be administered by the owner and if the SPCA is convinced that the owner will administer the treatment, the animal will be considered physically fit and returned to the owner.

PATROLS IN BEACH AREAS

Your Board requested information on the SPCA's policy for responding to calls in the beach areas of the County. The SPCA's policy is that officers are able to and do respond to calls for service on the beaches, however these generally require the presence of another officer for safety reasons. The agency's officer training manual includes the following statement:

Officers are vulnerable when away from their vehicles. They can't just drive away from

trouble, and portable radios are not always reliable. For that reason, enforcement foot-patrol in crowded areas (like Pacific Avenue, the beaches and parks) should be done in the company of another officer (SPCA, police, deputy, park ranger, private security) rather than alone.

PROCEDURE FOR HANDLING ANIMAL COMPLAINT CALLS DURING OFF-HOURS

Your Board directed this office to request a memorandum from NETCOM explaining the procedures for handling animal complaint calls during off-hours. Michael McDougall, the General Manager of the Santa Cruz Consolidated Emergency Communications Center (SCCECC) has provided a copy of the procedure for handling animal complaint calls during off-hours which is provided as Attachment B. The SPCA provides SCCECC with a current list of phone numbers for the on-call officer, the on-call supervisors, and management staff.

The SPCA will respond after-hours to reports of vicious animals attacking people, animals in distress, loose livestock on public property, and protective custody, police standing by. SCCECC procedures instruct the dispatcher to contact the on-call Animal Control Officer at home. If the officer cannot be reached, they are to phone the officer's pager number. If there is no response, they are to try to reach the officer by radio. If there is still no response, the dispatcher is to contact the supervisors, and as a last resort the dispatcher is to contact the night and morning officers who carry a cellular phone.

The particular issue discussed by your Board was the procedure to be followed when an animal is left after-hours tied to the steps of the SPCA. These calls would be coded as animal in distress. Mr. McDougall has reviewed SCCECC records of this kind of incident over the past year. SCCECC records show four calls reporting an animal in distress at the offices of the SPCA. In each of these cases, the officers were contacted and dispatched.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD accept and file this report on the Animal Control contract and provide direction on contract language regarding fixed assets and basis of payment.

Very truly yours,



Susan A. Mauriello
County Administrative Officer

cc: Kat Brown, SPCA
Dick Wilson, City of Santa Cruz
Chuck Comstock, City of Scotts Valley

Don Branton, City of Capitola
Chief Jan Tepper, UCSC Police Department
Naomi Kirschenbaum, D.V.M., GRACCE

SERVING THE COMMUNITY - WORKING FOR THE FUTURE

. AGREEMENT

ANIMAL CONTROL SERVICES

THIS AGREEMENT, made this 1st day of July, 1998, between the CITY OF SANTA CRUZ, a municipal corporation; the CITY OF CAPITOLA, a municipal corporation; the CITY OF SCOTTS VALLEY, a municipal corporation; The Regents of the University of California, on behalf of its Santa Cruz campus, and the COUNTY OF SANTA CRUZ, a political subdivision of the State of California, hereinafter called "PUBLIC ENTITIES" and the SANTA CRUZ COUNTY ANIMAL WELFARE ASSOCIATION, a non-profit charitable corporation, hereinafter called "SPCA".

WITNESSETH:

WHEREAS, SPCA is experienced in maintaining an animal care facility and agrees to maintain an animal care facility in a humane and clean manner, satisfactory to the PUBLIC ENTITIES and in conformity with health regulations of the State of California and the PUBLIC ENTITIES, and to pay all expenses of such animals, and in restraining animals from trespass and becoming a public nuisance; and

WHEREAS, SPCA is interested in the humane treatment and proper handling of animals and is experienced in training and educating the public in humane treatment and responsible ownership of animals; and

WHEREAS, SPCA is experienced in the enforcement of laws regulating the ownership, handling, treatment, and disposition of dogs and other animals, and is well equipped to properly and efficiently administer laws, ordinances, and regulations of the State of California and of the PUBLIC ENTITIES concerning the regulating, licensing, impounding, and disposition of dogs and other animals within the jurisdictions of the PUBLIC ENTITIES;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Animal Care Facility

SPCA agrees to operate and maintain an animal care facility for the PUBLIC ENTITIES on its premises at 2200 Seventh Avenue, Santa Cruz, California, in order to provide for the impoundment of animals in an efficient manner, satisfactory both in location and operation to the PUBLIC ENTITIES and to provide services to PUBLIC ENTITIES as follows:

- A. The SPCA Executive Director and his/her designees shall perform the duties of Poundmaster of the PUBLIC ENTITIES and shall enforce all laws relating to the care, treatment, and impounding of animals in a manner in accordance with the provisions of the laws of the PUBLIC ENTITIES and the State of California.
- B. In addition, the SPCA shall provide for the quarantine of biting animals in accordance with the provisions of the laws of the PUBLIC ENTITIES and the State of California, said laws including but not being limited to Health and Safety Code Sections 1900-2000 and Administrative Code of California, Title 17, Section

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2606. Quarantined animals shall be released at the end of the quarantine period unless obviously ill. The County Health Officer shall be immediately notified if a quarantined animal becomes obviously ill or dies. Performance of quarantine duties shall be under the supervision of the County Health Officer.

- C. SPCA shall establish, provide, and maintain suitable facilities, buildings, enclosures, equipment, supplies, and vehicles to administer and enforce the terms and conditions of this agreement for the care and impounding of animals provided, however, that the PUBLIC ENTITIES shall not require any additional buildings or real property improvements to those presently existing on SPCA's premises. The SPCA shall not charge or increase fees to the PUBLIC ENTITIES for additions or improvements to facilities without advance written consent of the PUBLIC ENTITIES.
- D. SPCA shall provide for the animal care facility, to be open for public service and operation at least eight (8) hours, six (6) days each week, including Saturdays and Sundays. SPCA shall provide staff coverage on closed days sufficient to provide for the receipt of animals on an emergency basis.
- E. SPCA shall assume all expenses of said animal care facility and all expenses incurred in the relief of animals from suffering. The cost of holding any adoptable animal beyond thirty days will not be charged to the Public Entities.

2. Humane Education

SPCA agrees to provide humane education at its own expense. SPCA will:

- A. Promote and assist citizen and school humane groups whose object is the furthering of humane treatment and responsible ownership of animals.
- B. Offer lectures and other presentations on responsible ownership of animals to interested schools and other organizations in Santa Cruz County.
- C. Through appropriate means bring responsible ownership and animal regulation laws to public attention.

3. Field Services

- A. The SPCA shall enforce laws, regulations, and ordinances in the unincorporated area of Santa Cruz County, in the City of Santa Cruz, and in the City of Scotts Valley and shall provide the facilities, equipment and personnel for said enforcement. In the course of such enforcement, the SPCA shall issue citations for violations of the laws, regulations, and ordinances, file complaints with Municipal Court when necessary, and testify as may be necessary with respect to all such citations and complaints. SPCA personnel shall respond to service requests in the order of priority and within the response times specified on Exhibits A and B.
- B. The SPCA shall pick up and dispose of all dead dogs and cats and other small

dead animals which are located on or adjacent to public streets in the unincorporated area of Santa Cruz County, in the City of Santa Cruz, and in the City of Scotts Valley, and which can be lifted by one officer. The SPCA shall pick up dead marine mammals which are in these same areas and which can be lifted by one officer in those instances where such mammals are not picked up by another agency, such as the US Department of Fish and Game. The SPCA shall put to death injured or sick skunks and other injured or sick wildlife when necessary as determined by the SPCA.

- F. SPCA shall assume all routine expenses of enforcement of said laws, together with the routine expenses incurred in the relief of suffering of animals and in impounding animals.
 - G. Any of the PUBLIC ENTITIES may at any time authorize the SPCA to provide additional patrol personnel and vehicles at the entity's own expense for use in its jurisdiction.
 - H. SPCA shall provide humane traps for cats, dogs, opossums, raccoons, skunks, and small rodents to persons who agree to take the necessary steps to secure their environment from encroaching wildlife and who agree to abide by the trap rental agreement. SPCA shall provide instructions on trap use as well as general information about wildlife, their habitat, and the California Fish and Game Codes related to trapping and predation of these animals. The SPCA shall put to death injured or sick skunks and other injured or sick wildlife as necessary and shall dispose of dead skunks.
 - I. The SPCA will provide 300 targeted patrols for the County, 300 targeted patrols for the City of Santa Cruz, and 36 targeted patrols for the City of Scotts Valley. During the quarterly contract administration meetings, the representatives of the Public Entities and the SPCA will discuss problem areas and agree jointly to deploy additional targeted patrols to these areas. Targeted patrols will take precedence over service Categories 3 and 4 in Exhibit A. The patrols will take place on a cooperative basis, and every attempt will be made to team appropriate personnel from the Public Entities and the SPCA to ensure comprehensive enforcement and personnel safety.
4. Term: This agreement shall be effective on July 1, 1998, and shall continue in effect through June 30, 1999, unless sooner terminated as hereinafter provided. This agreement shall, as of its effective date, supersede any existing agreement between the PUBLIC ENTITIES and SPCA.
5. Consideration
- A. In consideration of the services to be performed by the SPCA as herein set forth, and in accordance with Exhibit C, attached hereto and incorporated by reference, the PUBLIC ENTITIES agree to pay SPCA the following amounts:

County of Santa Cruz \$ TBD
 City of Santa Cruz: TBD

City of Scotts Valley: TBD
 UCSC: TBD
 City of Capitola: TBD
 Total \$ TBD

- B. In accordance with Exhibit D ("Budget,") attached hereto and incorporated by reference, SPCA shall be permitted to make transfers within the categories of "Personnel", "Operating" and "Capital Outlay". Transfers between the categories of "Personnel", "Operating", and "Capital Outlay" which are more than 10% of the total budget may be made only upon the written approval of the County Administrative Officer after consultation with the other jurisdictions. Transfers between budget categories totaling more than 15% of the budget may be made only upon execution of a contract amendment.

- C. ~~SPCA will submit monthly invoices to each jurisdiction in the manner prescribed by each jurisdiction. Each PUBLIC ENTITY shall make monthly payments to SPCA in the amount of 1/12 of the total cost for each Public Entity as shown in Section 5a above.~~

~~The Public Entities will reimburse the SPCA on the basis of appropriate monthly claims submitted to each of the Public Entities in accordance with the Budget and the list of Positions and Salaries.~~

- ~~D. In the event that the total expenditures of the SPCA by the termination date of this contract, as specified in Item 4 of this agreement, for the services specified in this agreement are less than the total amount specified in Item 5a, the SPCA will develop, in consultation with the Public Entities, by August 30, of each year, no fewer than two proposals for spending the unexpended funds. One of these proposals shall be the proportionate reduction of fees paid by the Public Entities in the subsequent year's contract. The Public Entities will jointly select one of the proposed allocation methods.~~
- E. SPCA shall submit evidence of incorporation by the State of California to the County in order for payments to be made to SPCA. Payments to SPCA will not be made if articles of incorporation and a valid tax ID number have not been submitted.
- F. SPCA shall budget all necessary expenses, such as salary increases, to provide an accurate picture of necessary expenditures and operating costs.
- G. SPCA shall provide staffing in accordance with Exhibit E (Positions), which shall provide the number of full-time equivalent positions, classifications, and salary ranges for all personnel whose services are being purchased through this agreement.
- H. SPCA shall provide to the Public Entities no later than March 1st a written budget request for the following year.

6. Advance Payments (County only)

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- A. SPCA may receive from the County of Santa Cruz a **one-time cash** advance of up to one-quarter of the County's share of the contract amount for expenses necessary under this agreement. Prior to granting an advance, SPCA must submit a written request detailing the need for an advance, and documenting that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation which adequately supports the request. Advances must be approved in writing by the County Administrative Officer or his/her designee.
 - B. SPCA will not use cash advances to provide working capital for County programs not funded through this agreement, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to enhance program operations for the current fiscal year. Carryover of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
 - C. SPCA may receive an advance only if it provides a satisfactory fidelity bond in the amount of the approved advance, naming the County as loss payee. An original of the bond must be submitted to the County as part of the advancement request and at renewals.
7. Non-Discrimination/Equal Employment Opportunity:

During and in relation to the performance of this Agreement, SPCA agrees as follows:

- A. SPCA shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship;. The SPCA agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
 - 1. The SPCA shall state that they are an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the SPCA, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the SPCA shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in SPCA's solicitation of goods and services. Definitions. for Minority/Women/Disabled Owned Business Enterprises are available from the County's General Services Purchasing Division.
 - 2. Prior to any payments under this Agreement, SPCA shall furnish to the County Administrative Office information and reports in the prescribed

reporting format to be provided by the County (PER 4012) for use by the County Affirmative Action Office, identifying the sex, race, disability, and job classification of its employees, and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Owned Business Enterprises.

3. The SPCA shall cause the foregoing provisions of Subparagraph 7A1 to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - B. SPCA shall implement written complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall provide its non-discrimination policies and said complaint procedures in writing to all clients, employees and applicants for employment.
 - C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.
 - D. In the event of the SPCA'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, the SPCA may be declared ineligible for further agreements with the PUBLIC ENTITIES until such non-compliance is remedied by SPCA.
8. Fiscal, Administrative. and Programmatic Records
- A. SPCA shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to PUBLIC ENTITIES or any authorized representatives thereof, and SPCA shall retain records for five years after the expiration of this agreement unless permission to destroy them is granted by PUBLIC ENTITIES. SPCA agrees to make all fiscal, administrative, programmatic and client records available to the PUBLIC ENTITIES upon request, for the purpose of an audit and for verifying SPCA's compliance with the terms of this agreement. SPCA agrees to comply with any Federal or State audit requirements that may be applicable.
 - B. SPCA shall set up and maintain books and records in a form and manner which conforms to generally accepted accounting principles.
 - C. At the end of each month, records of expenditures shall be forwarded to each of the Public Entities. At the termination of the contract year, the SPCA will provide to Public Entities a record of the total annual expenditures under this contract.
 - D. SPCA shall send notices of meetings of its Board of Directors to the Board of

Supervisors, the County Administrative Office, and each of the PUBLIC ENTITIES at least 48 hours in advance of the meetings. SPCA shall send minutes of the meetings of its Board of Directors to the Board of Supervisors, the County Administrative Office, and each of the PUBLIC ENTITIES within 30 days of approval of such minutes.

- E. SPCA shall prepare a monthly report of activities. This report shall be submitted to each of the Public Entities by the end of the month following the reporting period. The report shall cover animal shelter operations and enforcement activities including records on animals processed and service request responses.
- F. The Board of Directors of SPCA shall be vested with responsibility for the administration of the program to be conducted under this agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the PUBLIC ENTITIES.
- G. The SPCA shall have conducted an entity-wide annual audit by an independent Certified Public Accountant. The SPCA shall submit copies of the audit and the management letter on or before December 31st of each year to each of the Public Entities.
- H. SPCA shall collect and pay over to the PUBLIC ENTITIES (excepting the University of California) all impound, board and service charges established by the ordinances of the respective PUBLIC ENTITIES, together with all animal adoption proceeds collected by the SPCA for all animals picked up in the jurisdictions of the PUBLIC ENTITIES or brought in by private individuals. SPCA shall deposit the County's share of the above mentioned receipts in a trust account approved by the Treasurer of the County and shall forward receipts to the Auditor of the County on a monthly basis. Unredeemed fees for spay or neuter certificates collected shall be handled in accordance with Food and Agriculture Code 30503 when surgery has not been performed prior to the expiration of the Spay/Neuter Certificate.
- I. SPCA shall be the sole pet licensing authority for each PUBLIC ENTITY that is a party to this agreement. It shall also be the responsibility of the SPCA to promote and coordinate pet vaccination clinics on a Countywide basis as required in State Health and Safety Code Section 1920 (f).
- J. SPCA shall establish and maintain a reserve fund to be used exclusively for the replacement of capital assets. SPCA shall set aside no less than 50% of the funds generated by depreciation for the future replacement of capital assets.
- K. The SPCA Executive Director and representatives of the Public Entities will establish quarterly contract administration meetings for the purpose of reviewing the budget, operations, contract compliance issues, and location of targeted patrols.
- L. When and where feasible, the Public Entities and the SPCA shall conduct joint training to enhance animal control services and enforcement efforts.

- M. The SPCA shall provide an annual field services report to each of the Public Entities which contains the following:
- ◆ a list of services provided under the contract
 - ◆ the number of animals impounded over the last five or more years by jurisdiction and under the contract as a whole
 - ◆ the number of dogs and cats euthanized under the contract as a whole over the last five or more years
 - ◆ the number of hours spent by Field Department staff in the field and in the office
 - ◆ the number of citations issued over the last five or more years, by jurisdiction and under the contract as a whole
 - ◆ The number of contacts made by field personnel over the last five or more years by jurisdiction and under the contract as a whole.
- N. Any equipment, materials, supplies or property of any kind purchased from funds advanced or reimbursed under the term of this agreement having a useful life of three years or greater and a value in excess of fifteen hundred (\$1,500) dollars is defined as a fixed asset. All such items not fully consumed in the work described herein shall be the property of the Public Entities at the termination of this agreement unless the Public Entities, at their sole discretion, make an alternate disposition. The SPCA shall provide a final inventory to the Public Entities within ten (10) working days of the termination of this agreement. Final disposition of all fixed assets shall be in accordance with written instructions provided by the Public Entities. Fixed assets in the SPCA's possession shall only be used in connection with the program funded under this agreement.

9. Inspection: The PUBLIC ENTITIES and the authorized agents and employees of the PUBLIC ENTITIES shall have the right to enter upon the premises of the Animal Care Facility at all reasonable times to inspect the same and ascertain whether the premises are in a safe, healthy, and satisfactory condition, and to protect any and all rights of the PUBLIC ENTITIES under the terms of this agreement.

10. Independent Contractor: SPCA and PUBLIC ENTITIES have reviewed and considered the principal test and secondary factors below and agree that SPCA is an independent contractor and not an employee of PUBLIC ENTITIES. SPCA is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. SPCA is not entitled to any employee benefits. PUBLIC ENTITIES agree that SPCA shall have the right to control the manner and means of accomplishing the result contracted for herein.

- A. **PRINCIPAL TEST:** The SPCA rather than PUBLIC ENTITIES has the right to control the manner and means of accomplishing the result contracted for.
- B. **SECONDARY FACTORS:** (a) The extent of control which, by agreement, PUBLIC ENTITIES may exercise over the details of the work is slight rather than substantial; (b) SPCA is engaged in a distinct occupation or business; (c) In the locality, the work to be done by SPCA is usually done by a specialist without

supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The SPCA rather than the PUBLIC ENTITIES supplies the instrumentalities, tools, and work place; (f) The length of time for which SPCA is engaged is of limited duration rather than indefinite; (g) The method of payment of SPCA is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of PUBLIC ENTITIES; (i) SPCA and PUBLIC ENTITIES believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The PUBLIC ENTITIES conduct public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that SPCA is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the SPCA engaged under this Agreement is in fact an independent contractor.

11. Indemnification for Damages, Taxes, and Contributions: SPCA shall exonerate, indemnify, defend, and hold harmless PUBLIC ENTITIES (which shall include, without limitation, their officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which PUBLIC ENTITIES may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the SPCA'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the PUBLIC ENTITIES. Such indemnification includes any damage to the person(s), or property(ies) of SPCA and third persons.
- B. Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to SPCA and SPCA'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

12. INSURANCE: SPCA, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects PUBLIC ENTITIES and any insurance or self-insurance maintained by PUBLIC ENTITIES shall be in excess of SPCA'S insurance coverage and shall not contribute to it.

If SPCA utilizes one or more subcontractors in the performance of this Agreement, SPCA shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of SPCA in this contract.

- A. Types of Insurance and Minimum Limits

Revision Date: May 12, 1998

1. Workers Compensation and Employer's Liability Insurance in at least the minimum statutorily required coverage amounts.
2. Automobile Liability Insurance for each of SPCA's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by SPCA'S employees), leased or hired vehicles, in the minimum amount of \$1 ,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit per occurrence, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, (e) cross-liability and (f) products and completed operations.
4. Directors and officers liability Insurance in the minimum amount of \$1 ,000,000 per occurrence and aggregate, combined single limit, including errors and omissions coverage for all employees and volunteers,

B. Other Insurance Provisions

1. If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, SPCA agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. SPCA may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
2. All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as part of each policy:

"The County of Santa Cruz, the City of Capitola, the City of Santa Cruz, the City of Scoffs Valley, and the University of California at Santa Cruz, their officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under agreement with the PUBLIC ENTITIES. "

3. All required insurance policies shall contain the following endorsement as part of each policy:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to The County of Santa Cruz, the City of Capitola, the

City of Santa Cruz, the City of Scotts Valley, and the University of California at Santa Cruz.

4. SPCA agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide PUBLIC ENTITIES on or before the effective date of this Agreement and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. PUBLIC ENTITIES may stop payments under this Agreement when Certificates of Insurance have not been submitted to PUBLIC ENTITIES by SPCA within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to the administrative offices of each of the PUBLIC ENTITIES.
5. SPCA shall, upon execution of this agreement, execute a surety bond in the sum of one hundred thousand dollars (\$100,000) and a fidelity bond in the sum of twenty-five thousand dollars (\$25,000) payable jointly to the City of Santa Cruz, the City of Capitola, the City of Scotts Valley, The Regents of the University of California, and the County of Santa Cruz, conditioned upon the faithful performance by SPCA of its duties, and said bond shall be filed with the County Clerk.
13. Partisan Political Activities: No monies, property or services received by SPCA under this agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.
14. Religious Worship: There shall be no religious worship, instruction or proselytizing as part of or in connection with the SPCA's performance of this agreement.
15. Compliance with Applicable Laws: The SPCA shall comply with all applicable laws, ordinances and codes of the Federal, State and County governments in operating this program, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.
16. Subcontract and Assignment of Contract:
 - A. SPCA shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the PUBLIC ENTITIES. Any assignment of or subcontracts under this Agreement shall have no force and shall not be effective until so approved, and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.
 - B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, SPCA retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the SPCA to monitor all activities of the subcontractor to assure services set forth

herein are adequately performed. The SPCA shall assure the proper administration of all services provided by the subcontractor. SPCA'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The SPCA shall be held responsible by the PUBLIC ENTITIES for the performance of any subcontractor.

- C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

17. Integrated Documents Provision: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

18. Conflict of Interest: SPCA and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this agreement.

19. Available Funds: This agreement is valid and enforceable only if sufficient funds are available to the PUBLIC ENTITIES for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by state, federal, or PUBLIC ENTITIES statutes which may affect the provisions, terms or funding of this contract in any manner.

20. Breach: event there is any breach of the terms and conditions of this agreement by one of the parties, any other party may give ten (10) days' notice to that party to comply with this agreement, and if compliance therewith is not made within said ten (10) day period, the party giving the notice may withdraw from this agreement.

21. Early Termination: This agreement may be terminated by either party upon 30 days prior written notice to the other party.

22. City of Santa Cruz Addendum: SPCA shall comply with the City of Santa Cruz Ordinance pertaining to the Prohibition of Discrimination and to the City of Santa Cruz Resolution endorsing the Peace Charter/MacBride Principles as described in Exhibit E.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year hereinabove written.

COUNTY OF SANTA CRUZ

CITY OF SANTA CRUZ

By: _____
County Administrative Officer

By: _____
City Manager

CITY OF CAPITOLA

CITY OF SCOTTS VALLEY

By: _____
City Manager

By: _____
City Manager

The Regents of the University of California SPCA

By: _____
Vice Chancellor
Business and Administrative Services

By: _____
Executive Director

Approved as to form:

Insurances reviewed/approved

By: _____
County Counsel

By: _____
County Risk Manager

SPCA SERVICE REQUEST RESPONSE PRIORITIES
(DURING REGULAR DISPATCH HOURS)

CATEGORY ONE - CALL IS DISPATCHED IMMEDIATELY AND HANDLED ASAP BY OFFICER

- A. Vicious Animal Attacking People - In Progress
 (e.g. severe bites and the animal is still in the immediate area, menacing or dangerous behavior; animal breaking quarantine and threatening).
- B. Animal in Distress - Life Threatening - In Progress
 (e.g. injured; sick; in traffic on the freeway or major arterials; locked in hot car; cruelty case; loose livestock on public property).
- C. Vicious Animal Attacking Other Animals - In Progress
 (e.g. dogs attacking livestock; dogs injuring or menacing other animals).
- D. Protective Custody Animal - Police Standing By
 (e.g. animals associated with arrests, accidents or fires).

CATEGORY TWO - DISPATCH BY END-OF-SHIFT, RESPONSE WITHIN 24 HOURS

- E. Cruelty Investigation - Non Life Threatening
 (e.g. animals left without food, water or shelter; abused animals).
- F. Bite Investigations - Not In Progress
 (e.g. animal that has bitten being held for pick-up; quarantines and releases from quarantine).
- G. Stray Animal Held For Pick-up
- H. Owned Animal Held For Pick-up
- I. Patrol Request - In Progress
 (e.g. female in heat; dog pack running at large.)

CATEGORY THREE - DISPATCHED BY END-OF-SHIFT, RESPONSE WITHIN 48 HOURS

- J. Dead Small-Animal Pick-up
- K. Service Call
 (e.g. health department pick-up and deliver bodies for rabies test; pick-up animals at vet hospitals).

CATEGORY FOUR - FIELD DEPARTMENT RESPONSE WITHIN 60 DAYS

(It is the intention of the SPCA to answer these calls as soon as possible within staffing and time constraints.)

- L. Nuisance Investigation
 (SPCA will provide written information in response to nuisance complaints and will make contact with responsible parties in person or on the telephone after a re-complaint.)

SERVICE REQUEST RESPONSE PRIORITIES (NIGHTTIME OR AFTER REGULAR DISPATCH HOURS)

1. Vicious Animal Attacking People - In Progress
(e.g. severe bites and the animal is still in the immediate area; menacing or dangerous behavior; animal breaking quarantine and threatening)
2. Animal in Distress - Life Threatening - In Progress
(e.g. injured; sick; locked in hot car)
3. Loose Livestock On Public Property
4. Protective Custody Animal - Police Standing By
(e.g. animals associated with arrests, accidents or fires)
5. Stray Animal Held Pick-up (Not handled on call-out)

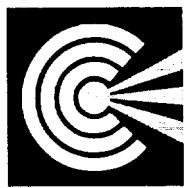
I. City of Santa Cruz Ordinance 92-11 Pertaining to the Prohibition of Discrimination

It is the intent of the City Council, in enacting this chapter, to protect and safeguard the right and opportunity of all persons to be free from all forms of arbitrary discrimination, including discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, gender, sexual orientation, height, weight, or physical characteristics.

2. City of Santa Cruz Resolution No NS- 19,378, pertaining to the City of Santa Cruz Endorsement of the Peace Charter/MacBride Principles

The MacBride Principles are nine principles calling for affirmative action to be taken by institutions and companies in Northern Ireland, by, in summary:

- A. Increasing the representation of religious minorities in the work force.
- B. Adequate security for the protection of minority employees.
- C. Banning from the work place provocative religious or political emblems.
- D. Publicly advertising all job openings and making special recruitment efforts to attract religious minority applicants.
- E. Layoffs, recall, and termination procedures should not favor particular religious groups.
- F. Abolishing job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religious or ethnic origins.
- G. Developing training programs for current minority employees.
- H. Establishing procedures to assess, identify, and actively recruit minority employees with potential for further advancement.
- I. Appointing senior management staff to oversee company affirmative action efforts.



Santa Cruz Consolidated Emergency Communications Center

495 Upper Park Road
Santa Cruz, California 95065
(408) 471-1000 Fax (408) 471-1010

Michael J. McDougall
General Manager

ATTACHMENT B **602**

9-1-1 FIRE
POLICE
MEDICAL

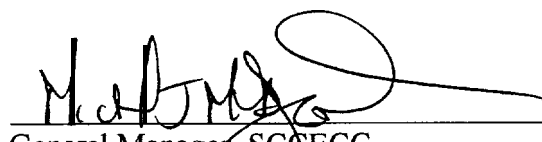
COMMUNICATIONS OPERATIONS POLICY/PROCEDURE

Policy No.: 7205

Date Issued: June 1, 1996

Date Revised: May 6, 1998

APPROVED:


General Manager, SCCECC

SUBJECT: DETERMINING RESPONSIBILITY FOR ANIMAL CONTROL

1.0 Purpose

- 1.1 To provide guidelines to help determine what agency is responsible for animal control.

2.0 Animal Control Agencies

- 2.1 The Santa Cruz SPCA handles calls for the County of Santa Cruz, City of Scott's Valley and City of Santa Cruz.
- 2.2 The Humane Animal Care Services, Inc. handles calls for the City of Watsonville.
- 2.3 The Capitola Animal Control Officer handles calls for the City of Capitola.

3.0 Required Information

- 3.1 In all cases of animal problems, the following information must be obtained:
 - 3.1.1 Whether or not the animal is immobile or confined.
 - 3.1.2 The nature or severity of any injuries.
 - 3.1.3 Name, address and phone number of the caller.

4.0 Wildlife

- 4.1 Typically, animal shelters do not handle wildlife problems. Callers may be referred to the Native Animal Rescue in Live Oak at 462-0726.



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(408) 471-1000 Fax (408) 471-1010

Michael J. McDougall
General Manager

604

9-1-1 FIRE
POLICE
MEDICAL


COMMUNICATIONS OPERATIONS POLICY/PROCEDURE

Policy No.: 7210

Date Issued: June 1, 1996

Date Revised: May 6, 1998

APPROVED:


General Manager, SCCECC

SUBJECT: SANTA CRUZ SPCA

1.0 Purpose

- 1.1 To provide an overview of the Santa Cruz SPCA's responsibility for animal control.
- 1.2 To provide the normal business hours of the Santa Cruz SPCA.
- 1.3 To provide a procedure for contacting SPCA Animal Control Officers

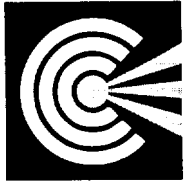
2.0 SPCA Responsibility

- 2.1 The Santa Cruz SPCA is responsible for calls in county jurisdiction and in the cities of Scott's Valley and Santa Cruz.
- 2.2 The SPCA office is open from 9:00 a.m. to 5:30 p.m. Monday through Saturday, during which time they receive calls directly from the public and dispatch their officers to animal control calls from their office.
- 2.3 The SPCA Animal Shelter is located at 2200 7th Avenue, Santa Cruz.
- 2.3 After business hours, calls to the SPCA are screened for emergencies by an answering service.

- 2.4 After hours, Animal Shelter Officers will respond only to reports of the following:
 - 2.4.1 Vicious animals attacking people, in progress. (Example: Severe bites and the animal is still in the immediate area; menacing or dangerous behavior; animal breaking quarantine and threatening.
 - 2.4.2 Animals in distress, life threatening, in progress. (Example: injured, sick, or locked in a hot car)
 - 2.4.3 Loose livestock on public property.
 - 2.4.4 Protective custody animals, police standing by. (Example: animals associated with arrests, accidents, fires).

3.0 Contacting SPCA Animal Control Officers (ACOs)

- 3.1 During business hours, from 9:00 a.m. to 5:30 p.m., Monday through Saturday, the SPCA ACOs may be contacted at [REDACTED].
- 3.2 After business hours, phone the on-call ACO at home.
 - 3.2.1 If the on-call officer cannot be reached, call the ACO pager at [REDACTED]. At the tone, enter your phone number and press the "#" key.
 - 3.2.2 If there is no response within five (5) minutes, try to reach the on-call officer by radio.
 - 3.2.3 If there is still no response, or the event of a serious emergency (i.e., injury to an ACO, fire, flood, earthquake, etc.), contact the supervisors shown on the on-call list.
 - 3.2.4 As a last resort, the night and morning officers carry a cellular phone and can be reached at [REDACTED].



Santa Cruz Consolidated Emergency Communications Center

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(408) 471-1000 Fax (408) 471-1010

Michael J. McDougall
General Manager

606

9-1-1 FIRE
POLICE
MEDICAL

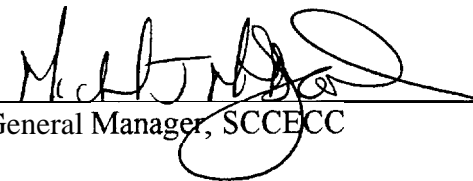
COMMUNICATIONS OPERATIONS POLICY/PROCEDURE

Policy No.: 7211

Date Issued: June 18, 1996

Date Revised: May 6, 1998

APPROVED:


General Manager, SCCECC

SUBJECT: STATUSING SANTA CRUZ SPCA ANIMAL CONTROL OFFICERS

1.0 Purpose

- 1.1 To provide a procedure for statusing the Santa Cruz SPCA Animal Control Officers (ACOs) in the computer aided dispatch system (CAD).

2.0 Procedure

- 2.1 Sign on to the animal control agency"AN".
- 2.2 ACOs use mobile radio identifiers G16-G28.
- 2.3 Status the after hours units ON (on duty) when you are advised of the after hours line-up Use MN.12 to locate the shelter unit's personnel numbers and using PCW in the area field. CAD will not recommend agency AN units based on beats.
- 2.4 Use the Status Code OC (on call) to status the on-call units. You may include pertinent information such as the hours of on-call and contact numbers in the location field. (Example: **G28.OC.1;2200-0300** 423-7144 <F11>)
- 2.5 Once logged on and statused, units may be dispatched to calls or have calls stacked against them.
- 2.6 Pending **after** hours calls that do not meet the SPCA's criteria for after hours dispatch should be assigned to the AND (animal shelter dispatch) unit. At the start of their business hours, call the animal shelter and relay the calls to them.