



# County of Santa Cruz

## COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

June 15, 2002

Agenda: June 18, 2002

BOARD OF SUPERVISORS  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

### ANIMAL CONTROL SERVICES

Dear Members of the Board:

On June 11, 2002 your Board considered a report on the provision of Animal Control Services, and directed that our office undertake the following activities:

- return with an amended Santa Cruz County Animal Services Authority Agreement that provides for changes relative to eminent domain;
- provide the Board with some alternatives on the governance structure;
- continue to work with the SPCA for the provision of uninterrupted animal control and care services, including the possibility of a purchase of the shelter facility
- provide additional information on the economic arrangements between the City/County of San Francisco and the San Francisco Humane Society for the sheltering of animals.

### Joint Powers Authority Agreement

Based on your Board's direction and comments, staff has developed the following amendments to the Agreement that was presented to your Board on June 11<sup>th</sup>. They are as follows:

- language has been added consistent with the Santa Cruz Metropolitan Transit District's enabling statutes, which states that "no action in eminent domain to acquire property or interests therein within any incorporated city or any county shall be commenced unless the legislative body of the affected city or county has consented to such acquisition by resolution";
- added an oversight provision by each Party's Legislative Body, so that Authority's General Manager provides the Board and the City Council with quarterly updates, and attends Board or Council meetings to discuss operations and to seek input, as requested;
- added a section that recognizes the importance of volunteer support of and participation in all of the Authority's programs.

With regard to the governance structure, staff has outlined three basic options for your consideration:

1. Option 1: The draft JPA Agreement (Attachment A) echoes the Consolidated Communications Center agreement whereby each participating party receives one seat and one vote on the Board of Directors. This approach has been an effective model for the 911 Center, and it is the preferred approach of the staff of the Public Partners. It provides an efficient approach for conducting the business of the Authority, and because all appropriation and budgetary decisions require a unanimous vote, it encourages collegiality, cooperation, and requires consensus. If this is the Board's preference, you would adopt the JPA Agreement without change to Section 3 A. of the Agreement
2. Option 2: This option would maintain the current governance structure, however it would weight the vote of each of the four Parties on the Board of Directors. In this case, the County's seat would cast three votes, the City of Santa Cruz' seat would cast two votes, and the Scotts Valley and Capitola seats on the Board would each cast one vote. If this is your Board's preference, you would substitute the language contained on Attachment B for Section 3 A. of the Agreement
3. Option 3: This option provides proportional representation by increasing the total numbers of seats on the Board of Directors to 7. The County would have three seats on the Board, the City of Santa Cruz would have two, and the cities of Scotts Valley and Capitola would each have one seat on the Board of Directors. Rather than appointees from the legislative body, we would suggest the following appointees:
  - a. County: County Administrative Officer, Auditor-Controller, and Sheriff, or their designates.
  - b. Santa Cruz: City Manager and Police Chief, or their designates.
  - c. Scotts Valley: City Manager or Police Chief, or their designates.
  - d. Capitola: City Manager or Police Chief, or their designates.

If this is your Board's preference, you would substitute the language contained on Attachment C for Section 3 A. of the Agreement.

The cities have expressed a preference for Option 1, especially with the need to move quickly and nimbly to launch animal services in the timeframes being contemplated. While Option 1 is clearly preferred, our office has received concurrence from city staff on all three options.

### **Status of Negotiations with the Santa Cruz SPCA**

The Board directed staff to continue to work with the Santa Cruz SPCA and return on or before budget hearings with a recommended approach for the provision of uninterrupted animal control services, with an additional direction to pursue the possibility of purchase of the shelter facility. Staff is quite concerned that at this late date there is no clear plan for services for either the short or long term. On Wednesday, we requested that the SPCA's Interim Executive Director and/or members of the SPCA Board of Director's provide us with a convenient day and time to discuss these matters.

On Friday morning, our office received communications from the SPCA that the property is not for sale, and that the only meetings the SPCA is available to attend will be to discuss the transition of Field Services on June 30<sup>th</sup> and the 60 day contract for sheltering services that was offered in their letter dated June 5<sup>th</sup>, 2002. That letter was included in the Board's June 11<sup>th</sup> agenda packet, and the contract offered was at a cost of \$135,000 per month for shelter services only. In addition, in order to go forward with this offer, the SPCA stated that ~~is~~ agency and the Public Partners would need to reach a resolution of the issues still outstanding on the current three year contract. A number of those issues are discussed by the Auditor Controller in a report elsewhere on today's agenda.

The current agreement between the Public Partners provides for reimbursement of actual expenses up to a maximum of approximately \$126,500 for shelter and patrol services, with fees collected for licenses, spay and neuter, adoptions, and other services remitted back to the public to offset costs. Currently, un-audited monthly statements from the SPCA since January 2002 suggest that the SPCA is spending an average of about \$116,220 per month to provide shelter and patrol services (monthly ranges from about \$132,000 to \$93,000). Staff from the public partners have told us that \$135,000 per month for shelter services only, plus JPA provided animal control services is beyond their financial capacity, and that information was included in the report provided to the Board on June 11<sup>th</sup>.

At noon on Friday, the Public Partners received a letter from the SPCA's Board of Directors that stated that unless the SPCA received a response to their June 5<sup>th</sup> offer (\$135,000 per month for shelter services, and a resolution of the issues still outstanding on the current three year contract) by 5:00 p.m. on Monday, June 17<sup>th</sup>, the offer will be withdrawn. Since this request is beyond staff's authority, and given the response of our other Public Partners, no response was offered. At this point it seems clear that a short term arrangement must be finalized, pending the resolution of the long term issues. Services could be continued either through an extension of an agreement with the SPCA on reasonable terms, or by centralizing all operations through the Joint Powers Authority, with a lease arrangement for the SPCA's facilities.

### **Proposed Ordinance Amending County Code related to Animal Control Services and Penalties**

The transfer of authority from the Santa Cruz SPCA for animal control services to the designated public entities pursuant to a Joint Powers Agreement requires amendments to the County Code. These changes add "public agency" to the definitions provided for the Director of animal control services, and as the licensing authority. At the same time, it has come to our attention that there was a typographical error in the current version of the County Code, which inadvertently omitted the first level for penalties associated with violations. County Counsel has provided an ordinance to affect these necessary changes, and it is recommended that the Board adopt Counsel's proposed ordinance in concept.

### **The San Francisco Model**

The SPCA has provided several Board members and staff with additional information on the San Francisco Model. The SPCA's response is attached as Attachment D.

The Santa Cruz SPCA is correct that the agreement does not include a financial remuneration from the County to the SPCA for their adoption and sheltering activities. Regarding your other questions, County Animal Care and Control (CACC) does not have a limit on the number of days that they keep an adoptable animal; rather decisions are made based on space available. When space runs out, adoptable animals are offered to the San Francisco SPCA after the mandated period. If space is available, CACC makes every effort to place the animal, and then releases the animal to the SPCA if they cannot find the animal a suitable home through their own programs. CACC staff states that their program has changed from a treatment-based program to a prevention-based program, by using education and outreach to prevent animal over-population and mis-treatment. CACC staff believes that this is an approach to reduce costs; for example CACC has reduced staffing levels by 1/3, and for 2002-03 the department has requested approximately 42 positions to serve the City of San Francisco, and a budget of approximately \$3.2 million.

The average length of stay for an animal at the San Francisco SPCA is 36 days total; 10 days once a dog or cat is made available for adoption (after foster care, medical treatment or behavior rehabilitation). For fiscal year 2001, the SPCA's budget was \$11.7 million.

### **Conclusion and Recommendations**

Efforts will continue to negotiate an agreement with the SPCA which would provide for an orderly transition to an Authority-provided animal control and care program. The Public Partners and the SPCA continue to believe that the San Francisco model, which is regarded as groundbreaking policy throughout the country and a model arrangement between public and private animal control and welfare agencies, is a goal worthy of achieving.

At this time, it would seem to be preferable for the SPCA to temporarily retain field services and licensing services, if a transition of sheltering responsibilities can be achieved in the next 60 to 90 days. In that way, costly interim arrangements, such as re-locating field and license staff and short term computer networking and telephone patches could be forgone. Continuing negotiations with the Santa Cruz SPCA will include these considerations.

It is therefore RECOMMENDED that your Board:

1. Accept and file this report;
2. Approve the attached Joint Powers Authority Agreement, authorize the County Administrative Officer to sign the Agreement on behalf of the County, and forward the Agreement to the Cities of Santa Cruz, Capitola and Scotts Valley for consideration by their City Councils;
3. Adopt County Counsel's recommendations to approve the attached proposed Ordinance

Animal Control Services  
Board of Supervisors  
Page 5.

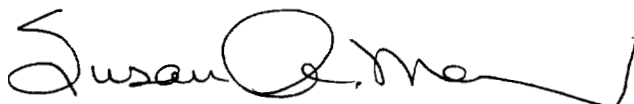
---

Agenda: June 18, 2002

in concept and place it on your next agenda of June 25, 2002 for final action;

4. Direct staff to continue to work with the Santa Cruz SPCA and return during Budget Hearings with a recommended approach for the provision of uninterrupted animal control and care services.

Very truly yours,



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments

cc: Each City Manager  
Santa Cruz SPCA  
UCSC  
Auditor-Controller

JOINT POWERS AGREEMENT

In order to establish, operate and maintain an animal control and care authority for the Cities of Capitola, Santa Cruz and Scotts Valley, and the County of Santa Cruz the Parties agree to the following:

This Agreement, effective June 18, 2002, by and among the Cities of Capitola, Santa Cruz and Scotts Valley, (hereinafter referred to as "Parties") is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code relating to joint exercise of powers, for the purpose of creating a Santa Cruz County Animal Services Authority, an entity that is separate from each of the Parties hereto.

RECITALS:

The following Recitals are a substantive portion of this Agreement:

WHEREAS, the Parties are each empowered by laws to acquire sites, lease, construct, equip, staff, maintain, operate and lease public buildings and related facilities for the purposes of animal control and care services; and

WHEREAS, the Parties possess the power to provide for animal control and care services including all necessary animal field services, dead animal services and animal shelter services within their respective Jurisdictional Area; and

WHEREAS, the Parties desire to acquire, equip, staff and operate a consolidated county-wide animal control and care services facility (hereinafter referred to as "Facility"), and to provide a vehicle(s) for the accomplishment thereof; and

WHEREAS, this Agreement is an appropriate means through which the Member Agencies may provide the animal control and care services because the Jurisdictional Areas of the Member Agencies are in close proximity to one another and are susceptible of being served by the animal control and care services and related Joint Facilities under common administration and management and with the same equipment, resources and personnel; and

WHEREAS, the Member Agencies desire to share their animal control expertise and to optimize their expenditures in connection with the provision of the animal control and care services and related Joint Facilities; and

WHEREAS, the separate provision, management and administration of the animal control and care services and related Joint Facilities in each Jurisdictional Area by each of the respective member Agencies and using separate facilities, resources and personnel may result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the Member Agencies, can be eliminated or substantially reduced, all to the substantial advantage and benefit of the citizens and taxpayers of all of the member Agencies, if the provision of the animal control and care services and the administration and management of the related Joint Facilities employing common equipment, resources and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement; and

WHEREAS, the Parties desire to accomplish the aforesaid purpose of jointly exercising their common powers in the manner set forth in this agreement.

NOW, THEREFORE, the Parties, for and in consideration of the facts stated above, the mutual benefits to be derived, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

Section 1. Purpose. The purpose of this Agreement is to create the Authority to provide for the joint exercise of powers by the Member Agencies to own, manage, operate and maintain the Joint Facilities and to implement the financing, leasing, acquisition and/or construction of and any additional facilities and property later acquired, owned, leased or managed by the Authority and included in the Joint Facilities and thereafter to manage, operate the Joint Facilities, as so added to and improved, all to the end that the residents of the Area are provided with a humane, efficient and economical provision of the Animal Control and Care Services and related services consistent with the purposes of this Agreement.

This Agreement is made pursuant to California Government Code sections 6500, et seq., hereinafter referred to as the "Act", relative to the joint exercised of powers common to the Agreement's Parties.

Section 2. Creation of Authority. Pursuant to Section 6506 of the Act, there is hereby created a public entity, separate and apart from the Agreement's Parties, to be known as "Santa Cruz County Animal Services Authority", hereinafter referred to as the "Authority". The Authority which shall administer this Agreement is a public entity separate and apart from the member Agencies and each of them. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities and/or obligations of any of the Parties.

Section 3. Governance.

A. Board of Directors

The Authority shall be governed by a Board of Directors. Each entity which is a Party to this Agreement shall have one seat on the Board. Such seat shall be filled by the County Administrative Officer or the City Manager respectively, or their alternate. Such Board member shall cease to be a Director if she/he ceases to be an employee of the governing body of the participating entity, or if the entity ceases to be party to this agreement. Each Director shall notify the Secretary of the Board of their respective alternates. The Secretary shall notify each entity of the designation of the other Parties' representatives.

1. Officers of the Board of Directors

(a) Designation of Officers

The office of Chair, Vice and Secretary shall be rotated on an annual basis, at the first meeting of each fiscal year based on the following rotation which shall continue through the term of this Agreement.

(b) Duty of Officers

(1) Chair and Vice Chair

The Chair, or in his/her absence the Vice Chair, shall preside at and conduct all Board meetings. In the absence or inability of the Chair to act, the Vice Chair shall act as the Chair. The Board Chair, in consultation with the Controller and with the support staff, will develop meeting agendas.

(2) Secretary

The Secretary will give notice of regular meetings to the Board at least fifteen (15) working days in advance of the scheduled date, soliciting any agenda items. The Secretary will deliver the agenda and supporting documentation to each Board member and the public at least five (5) working days prior to the scheduled meeting.

(c) Controller of the Authority

The Board of Directors shall appoint the Controller of the Authority. The Controller shall attend the meetings of the Board of Directors and advise them in connection with any accounting, budgetary, monetary or other financial matters relating to the Authority. The duties and responsibilities of the Controller include, but are not limited to, those set forth in California Government Code sections 6505, 6505.5 and 6509.5 and shall include the following:

- (1) establish with Board approval the annual budget format, accounts and documentation pertaining thereto which most nearly reflect the objectives of the Authority and the operation of the facility;
- (2) establish and maintain the particular funds and accounts as required by generally accepted accounting practices and which most accurately and appropriately record and report the operations of the Authority as represented by the annual budget document;
- (3) enforce strict compliance with the approved annual budget and approve only expenditures authorized therein;
- (4) ensure that all available cash on hand is at all times fully invested in a cash management program and investment portfolio pertaining thereto; she/he will further ensure that sufficient liquidity is maintained to meet the Authority's cash disbursement needs;
- (5) furnish monthly revenue, expenditure and funds status reports to the Animal Control and Care Services Authority General Manager and Board of Directors;
- (6) maintain an inventory of all property of the Authority, and may designate the Board Chair to be custodian of the property;



(7) make all books and records of the Authority in his/her hands open to inspection at all reasonable times by Board members or their representatives.

(d) Attorney for the Authority

The Board of Directors shall appoint the Attorney for the Authority. The Attorney shall attend meetings of the Board of Directors as required to advise in connection with any legal matters relating to the Authority. Additional counsel may be solicited in the event of a conflict of interest involving the Attorney, or as needed.

(e) Authority General Manager

The Board of Directors shall appoint the General Manager for the Authority. The General Manager shall attend all meetings of the Board of Directors to advise in connection with any operational and personnel matters relating to the Authority. Among other things, the General manager shall be responsible for obtaining and maintaining liability and casualty insurance for the Authority and the Authority's property.

**B. Oversight of the Board of Directors by Party's Legislative Body**

The Authority shall have the responsibility of providing quarterly reports, in a format which will be determined by the Parties, and periodically attend Council or Board meetings as may be requested to provide information on the work of the Authority and to seek input.

**C. Meetings of the Board of Directors**

**1. Regular Meetings of the Board of Directors**

The Board shall conduct regular meetings, holding at least one regular meeting each quarter. The first meeting of the fiscal year shall be the annual meeting. On or before the first meeting, the Board shall consider and adopt the annual budget for the Authority for the ensuing fiscal year. The Board shall provide for additional meetings as may be needed depending upon the pressure of business or as may reasonably be requested by any Board member. The date and hour of any regular meeting shall be scheduled by order of the Board of Directors. The location for the conduct of meetings shall generally be the Authority's facility. Changes in the location may be made from time to time by providing written notice to each Board member and the public; however on-going changes in the location must be made by resolution of the Board.

**2. Ralph M. Brown Act**

The Board of Directors shall adopt rules for conducting their meetings and other business. All meetings of the Board, including without limitation regular, adjourned regular and special meetings, shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the

California Government Code).

### 3. Minutes

The Secretary of the Board shall keep minutes of regular, adjourned regular and special meetings. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Parties.

### 4. Quorum

A majority of the Board constitutes a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum.

### 5. Animal Services to Other Agencies

The Authority may provide animal services to public agencies not a party to this Agreement, but only upon unanimous approval of the Board of Directors. Such service shall be by contract, executed by the Chair of the Board of Directors. The Board shall establish the amount of charge for the service, which shall be billed and paid quarterly. Charges will be set with the intent of recovering all operational, capital and maintenance costs expended by the Authority in providing the animal services to a particular agency, both annually and for prorated periods thereof.

## Section 4. Powers and Duties

### A. Authority

The Authority shall have the powers common to the Powers as set forth in recitals of this agreement, including and in addition: the power to lease, acquire existing sites and construct new sites, eminent domain, enter into contracts, equip, staff, maintain, operate buildings and related facilities, for the purpose of providing for animal control and care services in Santa Cruz County.

The Authority is authorized in its own name to perform all acts necessary for the exercise of common powers, including, but not limited to, any or all of the following:

1. to make and enter into contracts;
2. to employ agents and employees;
3. to lease, acquire, construct, manage, maintain and operate any buildings, works or improvements;
4. to lease, acquire, or dispose of property;
5. to incur debts, liabilities or obligations;
6. to receive gifts, contributions and donation of property and funds, services and other forms of financial assistance, from persons, firms and corporations and any

governmental entity;

7. to rent or lease communications services to the-public agencies;
  8. to acquire real property, buildings, and improvements for public use by eminent domain;
  9. to sue and be sued in ~~its~~ own name.
- Such powers shall be exercised in the manner provided in the Act except as expressly set forth in this Agreement, subject only to such restrictions as are imposed upon the Parties and the exercise of similar powers.

The Authority shall exercise its powers as needed to implement the purpose of this agreement. Pursuant to Section 6504 to the Act, the Authority is empowered and by this agreement required to assess the Parties to finance the entire operation of the Authority in the manner set forth in this Agreement.

No action in eminent domain to acquire property or interests therein within any incorporated city or any county shall be commenced unless the legislative body of the affected city or county has consented to such acquisition by resolution.

#### B. Board of Directors

The Board of Directors, as the governing and administrative body of the Authority, shall formulate and set policy, and shall exercise the powers set forth in Section 4 of this agreement to accomplish ~~its~~ purpose. The Board is responsible for development of an animal services facility, and for the leasing of a facility and/or acquisition of equipment, personnel staffing and full time maintenance and operations of a facility. The Board will select the Authority General Manager, Controller, and Attorney.

Section 5. Facility The Authority is empowered to purchase, lease or otherwise obtain the use of an existing facility or build a new facility for the purposes of locating and establishing the animal services operation. The services facility may include at least the following: (1) customer service area; (2) supervisors and management administrative offices, including General Manager, clerical, computer resource and reception office space; (3) radio equipment; (4) storage for inventory and supplies and records; and (5) containment facilities and exercise areas for animals.

The Authority will determine what animal control and care equipment is necessary to operate the facility. The Board of Directors will determine what locally owned equipment will be provided to the Authority. Any Board member, whose equipment is used by the Authority, will be given a credit to the assessment against the Board member's share of the gross equipment costs.

#### Section 6. Fiscal Year and Annual Budget/Financing

##### A. Fiscal Year

The Authority's fiscal year shall be the twelve month period commencing each July 1, except if the effective date of this Agreement is other than July 1, the first fiscal year shall be the short year commencing the effective date and ending the following June 30.

## B. Annual Budget

1. The Authority shall operate only under an approved fiscal year budget. The Authority may not operate at a deficit. The Parties shall pay for the entire operation of the Authority.
2. For Fiscal Year 2002-03 the assessment shall be as follows:
 

County	\$1,067,981
Santa Cruz	\$ 356,335
Scotts Valley	\$ 60,973
Capitola	\$ 28,436
UCSC	\$ 4,000
3. For Fiscal Year 2003-04 and thereafter, the Authority's Board of Directors shall use a formula for distributing costs for Animal Services which shall consider actual population and workload statistics, including the number of animal received at the shelter for the shelter portion of each year's budget, and the number of field contacts made for the patrol portion of each year's budget, with the exception of Capitola, whose costs for licensing services shall be calculated on population alone, and the University of California, Santa Cruz, whose contribution shall be set at \$4,000 for 2002-03, and whose share shall be adjusted after consideration of services provided during Fiscal Year 2001-02. A formula to equitably distribute costs shall be developed by the Board of Directors on or before February 1, 2003 and shall required the unanimous approval of the Board of Directors. Once developed, the formula shall be reviewed every three (3) years. Modification shall require the unanimous approval of the Board of Directors.

Revenue shall accrue to the Authority from: fines and impound fees, spay and neuter fees, adoption fees, boarding fees, and other fees taken in for operations, and shall be credited to the Parties share based on the proportionate share of the total costs, with the exception of license fees, which shall accrue to each of the participants based on the residence of the licensing party.

4. Each annual operating budget shall include a reserve contingency equal to at least four (4) percent of otherwise budgeted and approved expenditures. Money may be expended from this reserve only with the expressed approval of the Board of Directors. The reserve shall lapse at the end of each fiscal year, with all excess funds reverting back to the Parties in proportion to their assigned contributions.
5. All other budget matters shall be decided by a vote of a simple majority of the Board of Directors.

## C. Budget Elements

The Board of Directors, in adopting an annual budget, thereby fixes the assessment against the Parties which is binding thereon. The budget policy shall include, but is not limited to, the following components:

# 1. Operation and Maintenance Expenses

The costs of operating and maintaining a facility for animal control and care services shall include, but is not limited to, personnel salaries and benefits, office and computer supplies and other consumables, payments to lease a facility, and replacement necessary to repair facility equipment due to normal wear and tear from ordinary usage.

# 2. Capital Expenditures

Capital expenditures shall include the costs of original lease or purchase of animal control and care facilities, of animal containment equipment, computer equipment, hardware, software and other fixed asset type items typically having a useful life of more than one (1) year, including equipment improvements and additions, as opposed to replacement parts for ordinary maintenance during the useful life of the capital items. All costs associated with such purchase, such as installation, shall be capitalized. Replacement of equipment at the end of its useful life shall be a capital item.

Capital expenditures shall be shared by the Parties in conformance with the cost formula as established under Section B. 3. of this Agreement, except capital expenditures which are incurred for and are unique to a minority of the Parties, in which case such minority share the expense equally.

## D. Assessments

Upon adoption of the fiscal year budget by the Board of Directors, and the forwarding thereof to the governing bodies of the Parties by the Board Secretary, unless, otherwise specified by order of the Board of Directors, the assessments fixed therein are automatically due and payable without further notice as follows:

July 1:	<b>40</b> % of total assessment
October 15:	30 % of total assessment
January 15:	20 % of total assessment
April 15:	10 % of total assessment

The Board of Directors may set a different payment schedule to accommodate the capital items, if sufficient monies would not otherwise be on hand for such purchases.

If an assessment is not paid in full within seventy five (75) calendar days following any scheduled due date, the Party shall be in default and subject to termination in accordance with Section 9 of this Agreement.

## E. Budget Authority for General Manager

The General Manager for the Authority has the authority to fully implement the approved budget. However, the General Manager may not exceed the personnel staffing authorized in the budget, either in number, position classification or salary. In addition, the General Manager may not alter the capital budget, utilize the reserve contingency or increase the total amount of the approved expenditure budget without the prior approval

of the Board of Directors.

The General Manager may recommend expenditures for approval separate from the budget process, in which case the approval of the Board of Directors is required prior to any actual expenditure. The General Manager may also seek authorization from the Board of Directors for budgetary transfers or adjustments as necessary.

## Section 7. Personnel

### A. General Manager

The General Manager is authorized to act on the behalf of the Board of Directors in all matters of personnel administration, given the positions and funding authorized by the Board of Directors in the Authority's annual budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions and terminations.

### B. Supervisory and Operations Positions

The Authority may employ supervisory and operations staff as deemed necessary. All positions must be Board authorized and funded in the Authority's annual budget.

The Authority may utilize the service of a personnel director of any of the Parties to create any needed class specifications or address other personnel matters.

The General Manager shall first offer the opportunity of employment to qualified incumbents employed by the Santa Cruz SPCA as of the effective date of this Agreement. In order to be offered employment by the Authority, the qualified incumbent must successfully complete all applicable personnel requirements that are specified by the Authority, including but not limited to passing a standard physical examination, and in the case of Public Officers, passing a background check. Incumbents would become provisional employees of one of the member Public Agencies until such time as the Authority is able to hire its own employees, and shall be subject to the personnel policies and procedures of the Authority, including, but not limited to the rules regarding probation.

It is recognized that volunteer support of and participation in animal services is an important and necessary component of all of the programs which shall be developed by the Authority. The Authority's General Manager and Board of Directors will work to develop and coordinate a comprehensive network of volunteers from the community, whose participation shall be encouraged in, and is not limited to the following activities: nurturing and care of shelter animals; foster care of animals at off and on-site locations; adoption outreach; assistance to client and animal care employees, to improve the treatment and care of animals and services to the public; grooming of animals; offering companionship and recreation to shelter animals; and all other programs and activities that the Authority shall undertake.

Section 8. Term of Agreement This Agreement shall become effective as of the date hereof and shall be binding upon all Parties hereto and shall thereafter continue in full force and effect until such time as the Parties agree to modify or terminate the Agreement, in the manner set forth in

## Section 9.

### Section 9. Termination, Withdrawal

#### A. Termination

Each Party shall remain a Party to this Agreement and share in the costs of start up and operation of the facility, until the Board of Directors, with the concurrence of each participants' governing body, dissolves the Authority. If, in the interim, a Party defaults on payment of any assessment as defined in Section 6, or otherwise breaches this agreement, such Party may be automatically terminated as a Party to this Agreement. The terminated Board member remains liable for the defaulted payment and late charges for the balance of the year's assessment, and for assessments for years remaining in the term of agreed participation. Such subsequent assessments will be determined as if the terminated Party were still a Party to the agreement; the assessment will be due and payable in full on the first day of the fiscal year for which it is levied.

#### B. Withdrawal

A Board member may withdraw as a Party to this agreement without penalty commencing on the first month of the fifth fiscal year following the date of this Agreement/or on any last day of the fiscal year thereafter, with one hundred fifty (150) work days prior notice to the Authority. Such withdrawing Party shall perform all obligations under this agreement until the noticed date of withdrawal.

#### C. Legal Redress

The Authority retains the right to seek legal redress, if necessary, to obtain payment on amounts due. A terminated Board member which withdraws forfeits any claim to any assets of the Authority.

Section 10. Dissolution After the close of the fifth fiscal year following the date of this Agreement, the Agreement shall terminate and the Authority thereby dissolve only if the Parties unanimously agree to terminate the Agreement. Dissolution shall only be effective upon the last day of the fiscal year, but shall in no event be effective until the requirements of Section 11 are met.

### Section 11. Disposition of Assets

#### A. Process

This Agreement may not be terminated or disposition of assets made to the Parties to the Agreement until the Authority reasonably exhausts all means of collecting any monies due the Authority, and identifies and satisfies all obligations and liabilities of the Authority. The Board of Directors must formally accept a final accounting prepared by the Controller before any final disposition of net assets may be made and termination of the Agreement consummated.

#### B. Asset Ownership

If the cause for termination was reduction of the number of Parties to the agreement to less than three (3), or by mutual agreement, the total dollar amount of the net assets shall be apportioned among such Parties according to the relative assessments paid by those Parties during the previous five (5) year term of the Agreement.

C. Debt Obligation

If the Authority issues debt, each Party at the time of the issuance is responsible for their share of the annual debt service payment regardless whether they have withdrawn as a member Party.

Section 12. Amendment to Agreement The Agreement may be amended only by a unanimous vote of the Parties of the Agreement. Any proposed amendment shall be formally directed to the Board of Directors. The Board of Directors shall then review the proposed amendment and forward the proposed amendment with its own recommendation to the governing body of each party to the agreement. The proposal shall be accompanied by a copy of the proposed amendments to the agreement, which shall be adopted, properly executed and returned to the Board of Directors if the Party concurs with the amendment. The Secretary shall notify each Party of the resultant action.

Section 13. Additional Parties to Agreement

Parties, as defined in the Act, which are not Parties in this Agreement, may become Parties hereto only by amendment to this agreement as defined in Section 12 and subject to the following terms and conditions:

- A. The existing Board of Directors shall determine a buy-in fee for long term fixed asset (capital expenditures) and associated debt owned by the Authority at the time of the time of the buy-in.
- B. The effective date of the amendment to this Agreement and inclusion as an additional Party shall only occur on the first day of the fiscal year. Such public agencies which become Parties hereto shall be entitled to all rights and obligations of the Authority and shall become Board members as defined in this agreement.

Section 14. Severability Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be in conflict with any State or Federal law, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the Parties intended to enter into in the first instance.

Section 15. Successors This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

Section 16. Notice of Creation A notice of the creation of the Authority by this Agreement shall be filed by the Authority with the Secretary of State, pursuant to Section 6503.5 of the Act.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their proper officers there unto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

CITY OF SANTA CRUZ

CITY OF CAPITOLA

By: \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
City Manager

CITY OF SCOTTS VALLEY

COUNTY OF SANTA CRUZ

By \_\_\_\_\_  
City Manager

By \_\_\_\_\_  
County Administrative Officer

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Santa Cruz City Attorney

By \_\_\_\_\_  
Capitola City Attorney

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
Scotts Valley City Attorney

By \_\_\_\_\_  
County Counsel

Insurances reviewed/approved

By \_\_\_\_\_  
County **Risk** Manager

## Attachment B

Section 3. Governance.

## A. Board of Directors

The Authority shall be governed by a Board of Directors. Each entity which is a Party to this Agreement shall have one seat on the Board. Such seat shall be filled by the County Administrative Officer or the City Manager respectively, or their alternate, and shall have voting representation on the Board **as follows:**

1. ~~The~~ member representing the County Board of Supervisors shall have three votes.
2. ~~The~~ member representing the Santa Cruz City Council shall have two votes.
3. ~~The member representing the Scotts Valley City Council shall have one vote.~~
4. ~~The~~ member representing the Capitola City Council shall have **one** vote.

## Attachment C

Section 3. Governance.

## A. Board of Directors

The Authority shall be governed by a Board of Directors. Each entity which is a Party to this Agreement shall ~~have one seat on the Board. Such seat shall be filled by the County Administrative Officer or the City Manager respectively, or their alternate.~~ have representation on the Board as follows:

1. ~~Three members representing the County Board of Supervisors to include the Sheriff-Coroner, Auditor Controller, and County Administrative Officer, or their designates.~~
2. ~~Two members representing the Santa Cruz City to include the Chief of Police and City Manager, or their designates.~~
3. ~~One member representing the Scotts Valley City Council to include the City Manager, or his/her designate.~~
4. ~~One member representing the Capitola City Council to include the City Manager, or his/her designate.~~

**Susan Pearlman**

**From:** Doreen Lozano (SC SPCA) [dlozano@santacruzspca.org]  
**Sent:** Thursday, June 13, 2002 4:33 PM  
**To:** Mardi Wormhoudt  
**Cc:** Jan Beautz; Ellen Pirie; Jeff Almquist; Tony Campos; Susan Mauriello; Susan Pearlman; Martin Bernal (E-mail); Chuck Comstock (E-mail); Richard Hill (E-mail); Jennifer Mchale; Joyce Nordquist; Kate Hotchkiss; Lisa Carter; Marcy Albert  
**Subject:** San Francisco model

Members of the Board questioned on Tuesday certain aspects of the San Francisco model of humane service delivery. We provide the following information for your consideration.

San Francisco Animal Care and Control (SF ACC) does not pay any money to SF SPCA to take adoptable animals. SF SPCA takes all animals at their own expense.

SF ACC does not have a maximum hold period for animals. They keep as many animals for as long they can, and any excess of adoptable animals they cannot handle is passed to the SF SPCA.

SF SPCA agrees to take all "adoptable" animals and if they disagree that the animal is "adoptable" for any reason, under the terms of the agreement they are allowed to refuse three animals per month. The actual agreement between with the two organization is at :  
<http://animalshelter.sfgov.org/acc/spcaagree.htm>

At one point in the past, the SF ACC contracted with and paid the SF SPCA vet clinic to provide 24/7 emergency veterinary care, The SF SPCA cancelled that contract as the cost to the SF SPCA was prohibitive.

The SF SFSPCA has had an operating budget of between \$9.5million and \$16.7 million over the past 5 years. They have a portfolio that would allow for the organization to operate almost two years without having to raise any additional dollar in fundraising or donations.

In considering adoption of the San Francisco model in this County, the Board should keep in mind the way the change occurred in San Francisco

When the SF SPCA decided not to renew its contract with the City, the final year's agreement contained a contractual term that the SF ACC consult with the SF SPCA concerning planning for the new shelter to ensure timely progress and an orderly transition to the public provision of sheltering services. It was both realistic and prudent for the SF SPCA and the SF ACC to proceed in that measured way, to allow for the orderly transfer of administrative functions, while maintaining humane treatment of people and animals during the transition period. This care and attention to detail is entirely absent from the current negotiation.

We have informed you that renewing the current agreement, which contains disputed, vague and ambiguous terms written by the County, has resulted in the SPCA running at a significant loss and the County getting a tremendous net benefit in services. We have given you and your staff a proposal for both the short-term and long-term. Therefore, you have workable alternatives in the short-term in order for the County to provide its services in a manner that is consistent with having the SPCA being your partner, and not merely assuming the SPCA as an ongoing concern.

6/14/02

53.2

20

I hope this answers the questions had had on Tuesday.

Doreen

Doreen Lozano  
Interim Executive Director  
Santa Cruz SPCA  
831-465-5025  
831-479-8530  
**dlozano@santacruzspca.org**  
www.SantaCruzSPCA.org

6/14/02

53.2



# County of Santa Cruz

## OFFICE OF THE COUNTY COUNSEL

701 OCEAN STREET, SUITE 505, SANTA CRUZ, CA 95060-4068  
(831) 454-2040 FAX: (831) 454-2115

DANA McRAE, COUNTY COUNSEL

CHIEF ASSISTANT  
Rahn Garcia

### Assistants

Deborah Steen  
Harry A. Oberhelman III  
Marie Costa  
Jane M. Scott  
Tamyra Rice

Pamela Fyfe  
Kim Elizabeth Baskett  
Julia Hill  
Shannon Sullivan  
Sharon Carey-Stronck

Margaret M. Burks  
David Kendig  
Miriam L. Stomblor  
Ligi Coleen Yee

June 13, 2002

**Agenda: June 18, 2002**

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street, Room 500  
Santa Cruz, California 95060

**Re:** Proposed Ordinance amending County Code Sections 6.04.020, 6.04.030, 6.08.040 and 6.24.090 related to Animal Control Services and Penalties

Dear Members of the Board:

Your Board has directed the County Administrative Officer and the County Counsel to revise its proposed Joint Powers Agreement related to Animal Control Services. The transfer of authority from the Santa Cruz SPCA to the designated public entities pursuant to a Joint Powers Agreement requires amendments to Chapters 6.04 and 6.08 of the Santa Cruz County Code to provide consistency with the proposed Joint Powers Agreement. A copy is attached hereto.

In addition, Chapter 6.24 related to establishment of penalties for violations of the County Code provisions related to Animal Control Services is amended to provide a \$25.00 fine for a first violation, \$50.00 for a second violation that occurs within one year of the first violation and \$100.00 for a third or more violations that occur within one year of the first violation. The first time violation fine was inadvertently omitted in the current printed version of the County Code.

**IT IS THEREFORE RECOMMENDED** that the Board of Supervisors approve the

attached proposed Ordinance in concept and place it on your next agenda of June 25, 2002, for final action.

RECOMMENDED:

SUSAN A. MAURIELLO  
County Administrative Officer

Very truly yours,

DANA McRAE, COUNTY COUNSEL

By Marie Costa  
MARIE COSTA  
Assistant County Counsel

cc: County Counsel  
County Administrative Office

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING SUBSECTION H OF SECTION 6.04.020,  
SECTION 6.04.030, SECTION 6.08.040 AND SECTION 6.24.090 OF THE  
SANTA CRUZ COUNTY CODE RELATING TO ANIMAL CONTROL  
SERVICES AND THE ESTABLISHMENT OF PENALTIES.**

The Board of Supervisors of the County of Santa Cruz ordains as follows:

**SECTION I**

Subsection H of Section 6.04.020 of the Santa Cruz County Code is hereby amended to read as follows:

H. "Director of animal control services" means the independent contractor or employee of the ~~municipal public~~ agency having custody and control of the animal shelter and of animals therein, otherwise referred to as the poundmaster or pound-keeper.

**SECTION II**

Section 6.04.030 of the Santa Cruz County Code is hereby amended to read as follows:

**6.04.030 Director of animal control services--Office established.**

The office of director of animal control services is established. The director of animal control services may be either a person, firm, association, or corporation, or an employee of ~~a separate public agency or the County of~~ Santa Cruz ~~County~~. Broad experience, education and/or training in the fields of animal control or animal management is desirable. The director of animal control services shall receive such compensation as shall be established by contract executed by the Board of Supervisors or by employee salary resolution. (Ord. 4490 § 1 (part), 1998; prior code § 8.05.120: Ord. 540, 12/10/57; Ord. 1220, 12/20/66; Ord. 2170, 8/19/75).



### SECTION III

Section 6.08.040 of the Santa Cruz County Code is hereby amended to read as follows:

#### **6.08.040 Licensing authority--Remittance of fees.**

The ~~Santa Cruz SPCA is authorized and declared~~ Board of Supervisors shall designate the independent contractor or public agency to serve as the pet licensing authority for the county ~~and shall collect all related fees~~. License fees and related fees shall be collected and remitted to the county for licenses sold to pet owners residing in the unincorporated parts of the county. (Ord. 4490 § 2 (part), 1998; Ord. 3675 § 6, 1985; prior code § 8.05.330; Ord. 1220, 12/20/66; Ord. 2170, 8/19/75).

### SECTION IV

Section 6.24.090 of the Santa Cruz County Code is hereby amended to read as follows:

#### **6.24.090 Violation--Penalties.**

A. Violation of any of the provisions of this title, except for violation of Sections 6.04.090, 6.04.100, 6.12.110, 6.12.132, 6.12.134, 6.12.136, 6.12.138, 6.12.140, 6.12.155, 6.20.020 E, 6.24.060 and 6.24.080 is an infraction punishable by a fine not exceeding twenty-five dollars (\$25.00) for a first violation; a fine not exceeding fifty dollars (\$50.00) for a second violation of the same code provision that occurs within one year of the first violation; and a fine not exceeding one hundred dollars (\$100.00) for each additional violation of the same code provision that occurs within one year of the first violation, ~~of fifty dollars for the second offense, and a fine of one hundred dollars for a third or subsequent offense.~~

B. Violation of any of the provisions of Section 6.04.090, 6.04.100, 6.12.110, 6.12.132, 6.12.134, 6.12.136, 6.12.138, 6.12.140, 6.12.155, 6.20.020 E, 6.24.060 and 6.24.080 is a misdemeanor and punishable as such by fine and/or imprisonment. (Ord. 4490 § 12 (part), 1998; Ord. 3728 § 35, 1986; prior code § 8.05.550; Ord. 1447, 7/1/69; Ord. 1572, 1/26/71; Ord. 1747, 7/25/72; Ord. 2170, 8/19/75; Ord. 3060, 4/14/81).

## SECTION V

This ordinance shall take effect on the **3** 1st day after the date of final passage.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2002, by the Board of Supervisors of the County of Santa Cruz by the following vote:

AYES:        SUPERVISORS:  
 NOES:       SUPERVISORS:  
 ABSENT:    SUPERVISORS:  
 ABSTAIN:   SUPERVISORS:

\_\_\_\_\_  
 Chairperson of the Board of Supervisors

Attest: \_\_\_\_\_  
 Clerk of the Board

Approved as to Form:

\_\_\_\_\_  
 Assistant County Counsel