

AMENDED AGREEMENT FOR ANIMAL CONTROL AND SHELTERING
SERVICES
BETWEEN THE CITY OF PALO ALTO AND
THE CITY OF LOS ALTOS

This Agreement for Animal Control and Sheltering Services is made this 1st day of July, 2019, by and between the City of Palo Alto (“Palo Alto”) and the City of Los Altos (“Agency”).

RECITALS

WHEREAS, animal control and sheltering services are required by California law to be provided by incorporated cities; and

WHEREAS, Palo Alto has an established animal control and shelter operation Palo Alto Animal Shelter (or “PAAS”); and

WHEREAS, Agency has no current facilities or ability to provide those required animal services, and has requested that Palo Alto provide specified animal control and sheltering services, and animal licensing within the jurisdiction of Agency, and for the citizens of Agency; and

WHEREAS, Palo Alto has the capacity to provide such services to Agency as are hereinafter described, and is willing to do so;

WHEREAS, Palo Alto has engaged Pets In Need, a local non-profit animal services group (“PIN”), to operate PAAS; and

NOW, THEREFORE, in consideration of the following covenants, terms, and conditions, the parties agree:

SECTION 1: Term

The term of this agreement shall commence on July 1, 2019 and shall terminate on June 30, 2024, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

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A. Amendments - Amendments to this Agreement must be in writing and approved by the governing body of Agency and Palo Alto. This is the entire Agreement between the parties and supersedes any prior written or oral agreements.

SECTION 2: Termination by Any Party

If either party fails to perform any duties or obligations imposed by this Agreement and said failure continues for sixty (60) days after written notification by the other, then the non-breaching party may terminate this Agreement immediately after the sixty (60) day period by providing written notice of termination. Either party may terminate this agreement at any time without cause by providing one hundred eighty (180) days written notice of intent to terminate. In any event of termination under this paragraph, Palo Alto shall be paid for all services performed until the date of such termination.

SECTION 3: Advisory Committee

The joint committee shall hereafter be referred to as the Animal Control Task Force (ACTF) consisting of the City Manager of Palo Alto or his designee, the City Manager of Agency or his/her designee, the Superintendent of PAAS, and the City Manager or his/her designee of other cities that contract with Palo Alto to provide animal control and/or sheltering services. The responsibilities of the ACTF shall include but are not limited to:

1. Review existing local animal control ordinances and make recommendations for appropriate changes
2. Assessing licensing program
3. Analyze programmatic complaints by either party or its residents
4. Review revenues and expenditures relating to the program

SECTION 4: Agency Responsibilities

1. Agency hereby designates Palo Alto to perform, on behalf of Agency, all services as agreed to in Exhibit "A" - Scope of Services of this Agreement.
2. Agency hereby designates Palo Alto responsible for its dog license fee collection, including the issuance of licensing administrative citations.
3. Agency agrees not to adopt fees inconsistent with Palo Alto's schedule for animal related fees during the term of the agreement.
4. Agency shall implement its own locally enacted provisions for administrative remedies with respect to impoundment, nuisance abatement of dangerous animals and other similar circumstances; provided, however, that Palo Alto will assist and respond when requested by Agency, as set forth in Exhibit "A" of this Agreement.
5. Agency agrees that it will remain responsible for arranging and conducting hearings under its Dangerous Animal Ordinances, including but not limited to, providing Hearing Officers and a location for such hearings. Alternatively, Agency may request Palo Alto to provide Hearing Officers and a location for such hearings, and Palo Alto may provide as such upon mutual agreement and resource availability. The cost of these hearings shall be borne by the animal owner; however, in the event Agency is unable to collect these costs from the animal owner; Agency shall be responsible for these costs.

6. Agency agrees that it shall remain solely responsible for the defense of any appeal of any decision rendered by the Hearing Officer or from any Court judgment based on claims, actions or appeals resulting from Dangerous Animal designations made under Agency's Ordinances.
7. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
8. Agency shall be primarily responsible for the investigation and appropriate enforcement action to be taken in substantiated cases of animal cruelty, abuse, etc., under Section 597 of the California Penal Code.
9. Agency shall maintain a safe, clean, and sanitary environment for temporarily holding animals at the Agency's designated area. Agency reports shall include description of the animal, location it was found, reporting party information and any other relevant information that would assist Palo Alto's Animal Control Officers with the disposition of the animal. The report shall be provided to Palo Alto's Animal Control Officers staff at pick up. If the animal is released from Agency, the report shall be sent to Palo Alto's Animal Control Officers by the end of the work day.
10. As unanticipated events occur in Agency cities, PAAS may be required to contract with outside vendors to provide services that are above and beyond the scope of services and/or the capabilities of PAAS personnel. After consultation and agreement of services with Agency, Agency will be responsible for the cost of vendor services.

SECTION 5: Compensation

1. The purpose of this Section is to equitably divide the actual costs of providing animal control and sheltering services to Agency. The costs to provide these services are based on the actual program costs for the Palo Alto Animal Shelter and Animal Control Services Division each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
 - a. April 1 of current fiscal year – Palo Alto will provide Agency with cost estimate for following fiscal year
 - b. November 1 – Palo Alto will provide Agency with an invoice for the current fiscal year adjusted by any variance in prior year budget to actuals. Payments are due to Palo Alto by December 15 of each year.

Payments shall be sent to:
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

3. Agency agrees to pay 11.4% of actual program costs for the Palo Alto Animal Shelter and Animal Control Services Divisions each fiscal year.

The percentage paid under this agreement is derived from the average percentage of animals handled by Palo Alto for Agency from FY 2009 – FY 2018. Agency's payment for service is based on 1) Agency's proportionate use of shelter services over the period

listed above and 2) Palo Alto's total costs for animal control and shelter services.

4. Palo Alto will retain all boarding, impound, dog licensing and penalty fees. In previous years, Agency retained revenues from dog licensing fees collected for Agency by Palo Alto; under this Agreement, Pets In Need will be retaining Agency's dog licensing fees to fund its administrative costs.
5. Any payments not received on or before the due date shall accrue interest between the due date and date of receipt. Interest shall be based on the prevailing rate of return earned by Palo Alto's investments during that period.
6. In the event of early termination of this Agreement, in accordance with Section 2 of the Agreement, Palo Alto shall bill Agency a prorata amount of the quarterly payment that covers the quarter during which such termination is effective.
7. For any animal(s) required to be housed at PAAS over ninety (90) calendar days, Agency will be assessed a daily charge of \$20 per animal plus any expenses necessary to care for the animal(s), commencing the ninety-first (91) day of impoundment.
8. Any unforeseen changes in State requirements relating to the care and housing of animals shall be the fiscal responsibility of Agency once implemented by Palo Alto based on Agency's animals handled.

SECTION 6: Indemnification and Hold Harmless

Agency expressly agrees to indemnify and hold harmless Palo Alto, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Agency's negligent or willful misconduct in the performance of this Agreement.

Palo Alto expressly agrees to indemnify and hold harmless Agency, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Palo Alto's negligent or willful misconduct in the performance of this Agreement.

SECTION 7: Notices

All notices shall be submitted, in writing, and sent by the United States Mail, certified and postage prepaid, by private express delivery service, by facsimile transmission followed by delivery of hard copy, or by any other process mutually acceptable to the parties to the addresses stated below or to any other address noticed in writing.

Palo Alto: City of Palo Alto
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

Agency: City of Los Altos
Police Chief

1 North San Antonio Road
Los Altos, CA 94022

SECTION 8: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any changes resulting in Program modifications shall be provided in writing by Palo Alto to Agency and must be agreed upon and accepted by Agency as soon as legislative bodies enact any new or modified regulations regarding animals, their care and housing.
2. Palo Alto shall not be deemed in default on account of any delay or failure to perform any obligations in accordance with Agency laws, the laws of the State of California, the Palo Alto Municipal Code, and the terms of this Agreement, which directly results from an Act of God, including, without limitation, the act of a superior legal authority or an occurrence of nature.
3. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement shall remain in effect.
4. The prevailing party in any action brought to enforce the terms of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

IN WITNESS WHEREOF, the parties have executed this Agreement in
Palo Alto, County of Santa Clara, California, on the date first above stated.

CITY OF PALO ALTO

DocuSigned by:
Ed Szkala
C3DCA19CC8B4F0

City Manager

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Tim Shimizu
23DECA072A0E4E3

Deputy City Attorney

ATTACHMENTS:
EXHIBIT "A" SCOPE OF SERVICES

CITY OF LOS ALTOS

DocuSigned by:
Jon Magnot
C65642291C8E47B

City Manager

ATTEST:

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A” Scope of Services

Palo Alto shall provide animal control and sheltering services to Agency as set forth in this Exhibit and in compliance with all related applicable laws of the State of California. Field Services will be provided seven (7) days a week as follows:

Regular hours 8:00am – 5:00pm

On-Call hours 5:00pm – 8:00am

Public Shelter hours shall be a minimum of six (6) days per week and forty (40) hours per week. PIN shall post the public hours on its website, and inform Palo Alto and Contract Cities in writing of any change in hours. Shelter shall be closed on designated holidays.

SECTION 1: Agency Assist

- Palo Alto Animal Control Officer (ACO) will assist Agency with the control of dangerous, aggressive, vicious, and/or attacking animals (domestic or wild).
- ACO will assist Agency staff in the rescue of dogs or cats in immediate distress.
- ACO will assist Agency to capture unattended, stray dogs when conditions are safe to do so.
- ACO will assist Agency staff in the active investigation of animal cruelty, abuse, or neglect incidents. Agency will be responsible for all criminal filings.
- Upon request by Agency staff, ACO will assist in the investigation of animal on animal attacks.
- If Agency takes enforcement action surrounding an animal violation, Agency may request assistance of ACO to impound animal(s) and provide appropriate care at PAAS during the administrative process.
- PAAS on-duty ACO's will assist Agency by investigating all excess number of animal complaints.
- ACO will serve as primary enforcement of Title 5 (“Animals”) of the Los Altos Municipal Code during Regular Hours and will respond according to availability and severity of the incident. Agency will provide enforcement during other times.

SECTION 2: Field Impound

- ACO will impound animals under special custody situations which would include owner arrest, hospitalization, fire, etc. Agency staff will provide ACO/PAAS staff with owner information before the end of Agency staff shift if known to Agency staff.

- Confined, stray domestic animals (including those in rented PAAS humane box traps) shall be picked up during regular hours from both citizens and the Agency.

SECTION 3: Stray Animals

- ACO will impound confined, stray animals during regular hours when the owner is not present.
- ACO will pick up and dispose of reported dead stray animals during regular hours.
- Residents from Agency's jurisdiction may bring stray animals to PAAS during regular business hours. After hours, animals may be taken to the holding area at Palo Alto Police Department. The following day, ACO will pick up and transport to the shelter for care and housing.
- Stray animals located in Agency's jurisdiction that are taken to the shelter shall be provided care and housing. A lost and found log will be maintained at shelter in an attempt to reunite animals with owners.

SECTION 4: Disposition of Stray or Surrendered Animals

- At the conclusion of any required holding period, stray or surrendered animals may either be placed for adoption or humanely euthanized at PAAS' discretion. All animals placed for adoption shall be spayed or neutered, micro-chipped and vaccinated prior to placement.

SECTION 5: Surrenders

- Residents from Agency's jurisdiction may surrender their animal(s) during regular business hours at PAAS. Residents must provide proof of residency and picture identification at the time of the surrender.
- PAAS provides disposal service for owned, dead animals for a service fee. If owner requests animal to be picked up from their home, there will be an additional fee charged to the animal owner. This service is provided during regular business hours at PAAS.

SECTION 6: Bites/Quarantine

- ACO will assist Agency staff with all animal bite on human incidents. When a dog on human bite occurs during regular hours or is in progress, ACO will respond and direct the quarantine process per California Health and Safety Code 121575 et seq. ACO will provide a report documenting the quarantine, witness

statements and the action of the animal. PAAS will provide the report to the Agency. Agency will be responsible for all criminal filings. For after hour incidents that are not in progress, the Agency will take an initial report and provide PAAS with a copy of the report by the end of the shift.

- PAAS shall provide for the control of rabies through quarantine and testing consistent with the provisions of California Health and Safety Code 121575 et seq. PAAS shall be responsible for filing the Annual report of Local Rabies Control Activities and Statement of Enforcement with the California State Department of Health Services.
- Animal bite on human incidents reported by medical personnel will be accepted and documented by an ACO. PAAS will notify Agency of relevant jurisdiction of the incident for evaluation of criminal filing.
- PAAS shall provide one “actual” at cost rabies vaccination clinic in accordance with State law.

SECTION 7: Animal Licensing

- PAAS shall issue and maintain a dog licensing program for Agency including issuing Administrative Citations for licensing violations.
- Dog licenses will be processed at PAAS, by mail, and/or online. PAAS shall provide the licensing applications to residents.
- PAAS will mail reminder notices prior to the expiration of the dog license.
- Cat identification tags will be available at PAAS and a database will be maintained.
- Microchip implantation and information will be available at PAAS for a fee and a database will be maintained.

SECTION 8: Veterinary Care

- Veterinary care for sick or injured stray animals will be provided.
- The PAAS Veterinarian shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PAAS.

SECTION 9: Wildlife

- ACO will transport and assess sick/injured wildlife. Under the direction of the City Veterinarian, animals may be transported to the South Peninsula Emergency Veterinary Clinic during regular hours. On-call response will be for wild mammals only.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company.
- ACO will assess and may respond to complaints of wildlife presenting a threat to human safety and take appropriate action. Agency will assist upon request from ACO.
- ACO will pick up dead wildlife on public streets/land weighing up to 50 pounds. For animals over 50 pounds, Agency may contact a designated rendering company for removal. Removal of dead wildlife on private property should be referred to the designated rendering company and associated costs will be the responsibility of the resident