

**MUNICIPAL ANIMAL CONTROL SERVICES AGREEMENT  
BY AND BETWEEN THE COUNTY OF GLENN  
AND THE CITY OF ORLAND**

This Municipal Animal Control Services Agreement (hereinafter referred to as "Agreement") is entered into on the day of complete execution, by and between the COUNTY OF GLENN, (hereinafter referred to as "County") and the CITY OF ORLAND (hereinafter referred to as "City"), the County and the City each a "Party" and jointly the "Parties".

**RECITALS**

**WHEREAS**, the County of Glenn provides animal control services throughout the unincorporated areas of Glenn County, California; and

**WHEREAS**, the City of Orland is responsible for providing animal control services within the municipal boundaries of the City of Orland; and

**WHEREAS**, the City is desirous of contracting with the County for the performance of animal control services by the Glenn County Sheriff's Department; and

**WHEREAS**, the County is agreeable to providing animal control services to the City of Orland; and

**WHEREAS**, California Government Code Sections 51300, et seq., and 54980, et seq. authorize and govern such law enforcement services agreements.

**AGREEMENT**

**NOW, THEREFORE**, for and in consideration of the respective covenants and commitments of the Parties set forth herein, and on the terms and conditions set forth below, the Parties agree as follows:

**1.0 EFFECTIVE DATE**

This Agreement shall become effective upon execution of both parties and covers the period of July 1, 2024 through June 30, 2029.

**2.0 SCOPE OF SERVICES**

2.1 The County agrees, through the Sheriff of the County of Glenn (hereinafter referred to as "Sheriff"), to provide full general animal control services within the incorporated limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

2.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff under the County Code and the statutes of the State of California, and under the City's Municipal Codes.

2.3 "Full General Animal Control Services" (the "Services") shall include, but are not limited to, the services listed in Attachment "A", emergency and non-emergency animal control services.

## MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

### 3.0 METHODS AND STANDARDS OF PERFORMANCE

3.1 The County shall provide the full general animal control services to the City 24 hours per day, 7 days a week.

3.2 All County employees assigned to provide services hereunder will be sufficiently trained and experienced to perform the Services to the City of Orland.

3.3 The Sheriff shall determine the most advantageous, efficient and effective means for providing the 24-hour per day service to the City. Final authority for the determination of the priority of response shall rest with the Sheriff..

3.4 The County shall maintain sufficient staffing to provide the services described in Exhibit A.

- a. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, leaves, compensated time off, training, and holidays without the need to backfill the positions. Should an unforeseen event result in possible decrease in Services, the Sheriff will notify the City Manager and discuss the staffing levels and possible impacts on the City.

3.5 For purposes of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any services or functions as described in this Agreement shall have the immunities they would enjoy were they officer or employees of the City, provided the services are within the scope of this Agreement and are municipal functions.

3.6 The Sheriff shall appoint an administrative staff member (with rank of Lieutenant or higher) to be the primary point of contact and administrator for all Services provided to the City hereunder.

3.7 The County shall provide a detailed quarterly report to the City of activities undertaken in performance of the Services under this Agreement. This report should include (at minimum) an overview of general activity and statistical information regarding complaints received, citations issued, licensing, impounds, and disposition of impounded animals.

3.8 The County acknowledges receipt of the present City animal control ordinance, Orland Municipal Code Title 6 Animals, in effect in the City and agrees to enforce this ordinance within the City's limits, except to the extent that the ordinance requires services or levels of service beyond those set forth in the County's Animal Control Ordinance (Chapters 8.04, 8.06, and 8.08 of the Glenn County Code).

3.9 The City shall adopt, as a minimum, the County's Animal Control Ordinance and Animal Control Fee Schedule as amended time to time.

3.10 All services provided hereunder shall be under the control and at the direction of the Sheriff. The Sheriff shall exercise his judgment as he deems proper and appropriate. Standards of performance, discipline of dispatch staff, control of personnel assigned, and all other matters incident to the performance of services hereunder shall remain with the Sheriff and County.

3.11 The County may subcontract any of the services delivered under this agreement as the County deems appropriate, with written consent of the City, which shall not be unreasonably withheld. The County shall remain legally

## MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

responsible for the performance of all contract terms including work performed by third parties under subcontracts.

3.12 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service the determination thereof made by the Sheriff shall be conclusive pending a mutual determination made by both the Sheriff and the City and memorialized in writing.

3.13 County shall furnish and supply all necessary labor, supervision, transportation, equipment, communication facilities, and supplies necessary to provide the Services to be rendered hereunder.

3.14 No County employee assigned to provide service hereunder shall have any claim or right to employment, salary, benefits or claims of any kind from the City. The City shall not assume any liability for the direct payment of any Sheriff's Department salaries, wages, retirement, benefits or other compensation to any County personnel performing services hereunder for the City.

3.15 Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of performing services hereunder for the City unless such injury arose as a result of the sole or comparative negligence or any other wrongful act or omission by the City or its employees.

- a. In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of any cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.

### 4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall be for the following period: July 1, 2024 beginning at 12:01 a.m. and ending at 11:59 p.m. on June 30, 2029.

#### 4.2 Termination:

- a. This Agreement may be terminated by either party with 365 days written notice.
- b. In the event of termination, County shall provide City reimbursement payment for any portion of the term where Services are not provided under this Agreement.
- c. In the event of termination, each Party shall fully discharge all obligations owed to the other Party on the date of termination and, except as provided herein, each party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

4.3 The Parties agree that there shall be no extension of the term set forth in Section 4.1, above, without the express, written agreement of the Parties.

### 5.0 COMPENSATION & PAYMENT

5.1 For all Services provided under this Agreement, City shall pay County the following:

## MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

July 1, 2024 to June 30, 2025: \$93,000

July 1, 2025 to June 30, 2026: \$93,000 plus 2024 Consumer Products Index (CPI) Percentage

July 1, 2026 to June 30, 2027: Prior Year Total plus 2025 CPI Percentage

July 1, 2027 to June 30, 2028: Prior Year Total plus 2026 CPI Percentage

July 1, 2028 to June 30, 2029: Prior Year Total plus 2027 CPI Percentage

CPI Percentage will be based on California CPI Index found at [dir.ca.gov](http://dir.ca.gov).

5.2 City shall pay the amounts set forth in Section 5.1, above, in monthly installments throughout the course of the Agreement, within 30 days of receipt of the County's invoice. Timely payment of each monthly amount shall be a condition precedent to any obligation that the County may have to provide Services under this Agreement.

5.3 Pursuant to section 51350 of the California Government Code, the Parties hereby agree that the amount set forth in Section 5.1 above are the costs which will be incurred by the County for purposes contemplated by this Agreement and that this amount does not include either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors, or which are general overhead costs of operation of the county government.

### 6.0 INDEMNIFICATION

The County hereby indemnifies, defends and holds harmless the City, its Council members, officers, directors, employees, attorneys and agents against and from any and all liabilities, losses, demands, actions, expenses or claims, including but not limited to reasonable attorney's fees and court costs from loss, damage or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by the Sheriff's personnel in providing or failing to provide general animal control services to the City by Sheriff's personnel or caused by the negligence or misconduct of Sheriff's personnel in providing or failing to provide general animal control services to the City by Sheriff's personnel. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated hereon for any injury or damage resulting. This indemnification obligation shall survive the termination of this Agreement.

### 7.0 NOTICES

Any notice permitted or required under this Agreement shall be sent as provided below and shall be effective (a) immediately, if personally served or if emailed or faxed and the sending Party can reasonably demonstrate receipt, or (b) if delivered by mail, two (2) business days following its deposit in U.S. Mail, properly addressed and postage prepaid. Either Party may change its address and other contact information by providing notice to the other Party in the manner set forth in this section:

Notices to County of Glenn shall be addressed as follows:

Glenn County Sheriff  
543 W. Oak Street  
Willows, CA 95988  
Phone: 530-934-6441  
Fax: 530-934-6473

With a copy to:

## MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT

Glenn County Counsel  
525 Sycamore Street  
Willows, CA 95988  
Phone: 530-934-6455  
Fax: 530-934-6457

Notices to City of Orland shall be addressed as follows:

City Manager  
810 Fifth Street  
Orland, CA 95988  
Phone: 530-865-1600  
Fax: 530-865-1632

With a copy to:

City Attorney, Attn: Gregory P. Einhorn  
854 Manzanita Court  
Suite 110  
Chico CA 95926  
Phone: 530-898-0228  
Fax:

### **8.0 RELATIONSHIP OF THE PARTIES.**

8.1 Neither Party hereto shall be the employer, partner, agent, joint venturer or principal of the other. The County shall not, for any purpose or reason whatsoever, claim or imply that any officer, employee, contractor or agent providing services under this Agreement is an employee or contractor of City. No County officer, employee, contractor or agent shall be entitled to any benefits accorded to employees of the City.

8.2 County shall be responsible for providing, at County's sole expense and in County's name, compensation and such statutory benefits as are required and discretionary benefits as it elects to its officers, employees and agents providing services hereunder. County shall at all times, at its sole expense, obtain and maintain in effect all such licenses and permits usual or necessary to perform the services contemplated under this Agreement.

### **9.0 AMENDMENTS**

All changes, modifications, or amendments to this Agreement must be in the form of a written amendment duly adopted by the County Board of Supervisors and the City Council.

### **10.0 EXHIBITS:**

All "Exhibits" referred to below or attached herein are by this reference incorporated into this Agreement:

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

<b>Exhibit Designation</b>	<b>Exhibit Title</b>
Exhibit A	Services to be Provided to City

**11.0 AUTHORIZATION WARRANTY**

11.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

11.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

**12.1 MISCELLANEOUS**

12.1 **Good Faith Negotiations.** The City and the Sheriff/County agree that they have engaged in good faith negotiations for this agreement. The Parties agree that the Sheriff will continue to provide a full and accurate account of their financial documents and budget related reports for the cost analysis, planning and staffing of this agreement between the Parties.

12.2 **Entire Agreement.** This Agreement and any executed amendments thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0 of this Agreement.

12.3 **Limitations on Contracts.** No person or organization shall be deemed or intended to be a third-party beneficiary of any terms of this Agreement.

12.4 **Attorney's Fees & Costs.** In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorney's fees, and all other related expenses incurred in such litigation. In the event of a pre-trial settlement of litigation or arbitration between the Parties, allocation of such fees and costs shall be determined by that settlement process.

12.5 **Mediation.** The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to court action. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, (i) any Party commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, any Party refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.

12.6 **Governing Law, Jurisdiction and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of California. All suits, proceedings and other actions relating to or arising out of this Agreement shall be submitted to the jurisdiction of the courts of the State of California, or the Federal District Court for the Eastern District of California, and proper venue shall be Glenn County, California.

12.7 **Waiver.** No failure or delay by either Party in exercising any rights, power or remedy under this

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

Agreement shall operate as a waiver of any such right, power or remedy.

12.8 **Severability.** In the event that any provision of this Agreement shall be declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the County of Glenn, by order of its Board of Supervisors, has caused this Agreement to be executed by the Chairman of said Board and attested by the Clerk of the Board of Supervisors thereof, and the City of Orland, by order of the Orland City Council, has caused this Agreement to be executed by the Mayor of the City and attested to by the City Clerk.

COUNTY OF GLENN

CITY OF ORLAND

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

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

Monica Rossman, Chairman  
Glenn County Board of Supervisors

\_\_\_\_\_, Mayor  
Orland City Council

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Clerk, Board of Supervisors

ATTEST:  
Orland City Clerk

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

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

SCOTT H. DE MOSS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

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

DEBORAH MICHELI  
Glenn County Counsel

GREGORY P. EINHORN  
Orland City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

**EXHIBIT A:  
SERVICES PROVIDED TO THE CITY**



## **MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT**

### **PUBLIC SAFETY SERVICES AND PERSONNEL PROVIDED BY THE GLENN COUNTY SHERIFF'S OFFICE**

#### Services include:

- Any and all administrative support services, personnel, equipment, supplies, and apparatus needed to provide animal control services.
- License all dogs, including issuing a license certificate and license tag for each dog so licensed and reporting licensing activities to the State as required.
- Remove or confine animals that are at large, predatory, vicious, or dangerous.
- Remove and dispose of dead, aged, maimed, injured, diseased, or sick animals for which no owner can be identified.
- Receive and investigate complaints of animal nuisance (e.g. barking, harassing fowl or livestock), cruelty, poisoning, theft, zoning or leash law violations, and enforce those provisions of the law which are relevant to each.
- Conduct inspections of kennels and livestock premises.
- Serve as a clearinghouse for information on lost or found animals.
- Conduct an adoption program for impounded, unclaimed animals.
- Set and collect appropriate fees and penalties for the above services. All dog licenses and other fees and penalties collected by the Animal Control Director and all fines and forfeitures levied and collected by the Glenn County Courts which pertain to animal control services within the City shall be paid into the Animal Control Fund of the County treasury and used for the purposes set forth in Section 8.04.610 of the Glenn County Code.
- Provide Rabies Control Services as provided by the Animal Control Director within the unincorporated area of the County for so long as the COUNTY's Health Director serves as the Health Officer of the CITY.
- Parties acknowledge that the level of particular services will vary from time to time due to the fluctuating demand for and varying amounts of time necessary to provide animal control services to the CITY, but in no case shall such services average less than 60 hours of routine patrol per month during the term of this Agreement.
- Animals seized as evidence shall be the responsibility of the seizing agency.

#### Services do not include:

- Trapping, removal, impoundment, or euthanization of feral cats unless deemed necessary by Animal Control staff for the purposes of rabies control and/or criminal investigation.