

AMENDMENT NO. 9

**NAPA COUNTY AGREEMENT NO. 180024B
CITY OF NAPA AGREEMENT NO. 8350**

**AGREEMENT FOR ANIMAL AND LICENSING SERVICES
BETWEEN NAPA COUNTY AND THE CITY OF NAPA, CALIFORNIA**

THIS AMENDMENT NO. 9 (“Amendment”) to NAPA COUNTY AGREEMENT NO. 180024B/CITY OF NAPA AGREEMENT NO. 8350 (“Agreement”) is made and entered into as of this 1st day of July, 2024, by and between the NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and the CITY OF NAPA, a municipal corporation of the State of California (hereinafter referred to as "CITY").

RECITALS

WHEREAS, COUNTY presently provides certain animal services, including animal shelter (dog pound) services to CITY under the Agreement between the parties; and

WHEREAS, the parties desire to modify the services and annual compensation provided under the Agreement.

TERMS

NOW, THEREFORE, CITY and COUNTY amend the Agreement as follows:

A. Paragraph 4 of the Agreement is amended to read as follows:

“4. Compensation.

CITY shall pay COUNTY at the rate of Four Hundred Ten Thousand Four Hundred Fifty-Five Dollars (\$410,455) for Fiscal Year 2024-2025, Four Hundred Twenty-Three Thousand Seven Hundred Ninety-Five Dollars (\$423,795) for Fiscal Year 2025-2026, and Four Hundred Thirty-Seven Thousand Five Hundred Sixty-Eight Dollars (\$437,568) for Fiscal Year 2026-2027. COUNTY shall retain those fees described in Exhibit "B-9" attached hereto and incorporated herein by reference.”

B. Exhibit “A-9,” relating to Scope of Services, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “A” shall be deemed to mean Exhibit “A-9” for purposes of the obligations of the parties effective as of the date of this Amendment.

C. Exhibit “B-9,” relating to Compensation, Fees, and Expenses, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “B” shall be deemed to mean Exhibit “B-9” for purposes of the obligations of the parties effective as of the date of this Amendment.

D. This Amendment No. 9 shall be effective as of July 1, 2024.

F. All other terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

EXECUTED in the County of Napa, State of California as of the day and year first above written.

CITY OF NAPA:

COUNTY OF NAPA:

(Signature)

(Signature)

Steve Potter, City Manager
(Type name and title)

Joelle Gallagher, Chair of the Board of Supervisors
(Type name and title)

ATTEST:

ATTEST:

(Signature)

(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

Neha Hoskins, Clerk of the Board of Supervisors
(Type name and title)

COUNTERSIGNED:

APPROVED AS TO FORM:

(Signature)

S. Darbinian
Deputy County Counsel

Erika Leahy, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Sabrina Wolfson, Interim City Attorney
(Type name and title)

*Corporation, partnership, limited liability corporation, sole proprietorship, etc.
Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

**EXHIBIT A-9
SCOPE OF SERVICES**

1. **Services Provided By County.** Except for the services to be provided under Paragraph 2 below, COUNTY shall enforce Napa Municipal Code Chapter 6.04 and 6.05 and provide to CITY the following services:

- a. Animal Control Officers: COUNTY agrees to maintain at least two animal control officers on duty to respond to calls within the CITY area during all regular working hours and at least on call at all other times.
- b. Field Services: Field services will be provided seven days a week 6:00 A.M. – 11:00 P.M. with on call service from 11:00 P.M. to 6:00 A.M. This schedule includes holidays.

Field services will be provided as follows:

- (1) Enforcement of dog at large provisions of the Municipal Code
- (2) Routine patrol for stray dogs
- (3) Animal bite investigation
- (4) Injured animal pick-up and treatment
- (5) Stray livestock control
- (6) Enforcement of license and vaccination provisions of the Napa Municipal Code
- (7) Dead animal removal (dogs and cats only; public property only)
- (8) Eradication of rabid or suspected rabid animals
- (9) Community Education
- (10) Assistance to CITY Police including but not limited to:
 - a) Animals in traffic.
 - b) Vicious animal investigations.
 - c) Cruelty investigations.
 - d) Agency assist for safekeeping of animals during NPD enforcement

COUNTY’s Animal Control Officer shall have authority to provide the following field services, but primary responsibility for enforcement shall lie with CITY:

- (1) Enforcement of animal regulations in CITY Parks
- (2) Enforcement of the municipal code leash law provisions.

- c. Emergency Field Services:
 - (1) Emergency field services will be provided at all times that regular animal shelter and field services are not provided. Emergency field services will be provided by having an animal control officer on on-call or stand-by status.
 - (2) Emergency Field Services will be provided as follows:
 - a) Injured animals

- b) Dog bite investigations
- c) Rabid animals
- d) Traffic hazard
- e) Assistance to CITY Police

2. Parameters of Animal Services to be Provided.

- a. COUNTY's obligation to keep an animal control officer on stand-by is limited to emergency field services.
- b. Regular field services, including patrol, shall be provided by the COUNTY to the CITY.

Seven days a week from 6:00 A.M. to 11:00PM with on-call service from 11:00 P,M, to 6:00 A.M.

- c. **Reports to be provided to the CITY by the COUNTY.** County shall report to CITY quarterly the level of animal services activity with the CITY. Such reports will describe activities undertaken by COUNTY Animal Control officers assigned to work within CITY limits.

Reports shall contain:

- Number of CITY cases
- Number of citations
- Number of bite reports
- Number of Correction notices
- Number of animals dispatched (injured or deceased)
- Number of transported injured animals
- Number of safe captured domestic animals

3. Potentially Dangerous and Vicious Animal Violations Under County Code and Policies.

The City has enacted Napa Municipal Code Section 6.05, entitled "Potentially Dangerous and Vicious Animals," which authorizes investigation, enforcement and adjudication of potentially dangerous or vicious animal violations and contains substantively equivalent provisions to the Napa County Code Chapter 6.16. So long as CITY retains Section 6.05 substantially equivalent to Section 6.16, COUNTY shall provide all services relating to investigation, enforcement and adjudication of such matters relating to violations of Section 6.05.

In the event the Napa Police Department has a potentially dangerous and vicious animal case, the Animal Services Sergeant will serve as the official liaison between the Napa Police Department and the Napa County District Attorney's Office. If the Napa Police Department is not the lead agency in such cases, the Animal Services Sergeant will be responsible for investigating any potentially dangerous or vicious animal violations, ensuring all related reports are submitted to the Napa County District Attorney's Office for review of any County or State violations.

4. **Services Not Provided By COUNTY.** COUNTY shall not enforce nor provide services to CITY that exceed or extend beyond the current provisions of the Napa County Code, including but not limited to the following:

a. COUNTY will not enforce any zoning regulations, including those relating to agricultural operations or animal husbandry, or regulations concerning barking or howling dogs or other similar nuisances caused by animals.

b. COUNTY will not undertake to represent CITY in any judicial or administrative proceedings in relation to CITY's ordinance unless at the time of such representation the provisions of CITY's ordinance are substantively equivalent to the animal control and dangerous animal enforcement and adjudication provisions of Napa County Code Chapter 6.16 as determined by the Napa County Counsel. Notwithstanding the foregoing, COUNTY employees, compelled by a lawful subpoena, will testify as witnesses in judicial or administrative proceedings in which CITY's ordinance may be implicated if not in strict compliance with the COUNTY CODE.

**EXHIBIT B-9
COMPENSATION, FEES, and EXPENSES**

1. a. Annual Compensation For Services. CITY shall pay COUNTY at the rate of Four Hundred Ten Thousand Four Hundred Fifty-Five Dollars (\$410,455) for Fiscal Year 2024-2025, Four Hundred Twenty-Three Thousand Seven Hundred Ninety-Five Dollars (\$423,795) for Fiscal Year 2025-2026, and Four Hundred Thirty-Seven Thousand Five Hundred Sixty-Eight Dollars (\$437,568) for Fiscal Year 2026-2027. All payments shall be made quarterly of each fiscal year. Said amount is intended to cover the salaries of additional personnel, which will include two full-time animal control officers to work within the jurisdictional limits of CITY.

b. Compensation For Services Relating to Potentially Dangerous and Vicious Animals. In addition to the annual compensation set forth in Paragraph 1(a) above, in the event the Animal Control Officer's determination under Napa Municipal Code Section 6.05 is appealed, and goes to hearing, CITY agrees to reimburse COUNTY for all costs incurred for services provided in preparation for, and attendance at such a hearing. Employee preparation and attendance costs shall be calculated based on the salaries, benefits, and overhead (direct and indirect) of those employees providing services. CITY shall reimburse COUNTY within 60 days of presentation of an invoice, claim, or other demand for payment for such services, which shall include itemized entries of time, timekeeper, and task for which recovery is sought. If COUNTY receives a full or partial cost recovery from the animal's owner and/or keeper, any such amount shall be credited against the CITY's account for such hearing, and COUNTY shall reduce the CITY'S bill, or make refund to the CITY in like amount.