

AMENDMENT NO. 7

**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. 7 ("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, 2020, 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 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 Three Hundred Thirty Three Thousand Two Hundred Thirty Nine Dollars (\$333,239) for Fiscal Year 2020-2021, Three Hundred Forty Nine Thousand Nine Hundred Dollars (\$349,900) for Fiscal Year 2021-2022, and Three Hundred Sixty Seven Thousand Three Hundred Ninety Five Dollars (\$367,395) for Fiscal Year 2022-2023. COUNTY shall retain those fees described in Exhibit "B-7" attached hereto and incorporated herein by reference."

B. Exhibit "A-7," 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-7" for purposes of the obligations of the parties effective as of the date of this Amendment.

C. Exhibit "B-7," 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-7" for purposes of the obligations of the parties effective as of the date of this Amendment.

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

force and effect.

E. This Amendment No. 7 shall be effective as of July 1, 2020.

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

CITY OF NAPA:

(Signature)

Steve Potter, City Manager
(Type name and title)

ATTEST:

(Signature)

Tiffany Carranza, City Clerk
(Type name and title)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor
(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney
(Type name and title)

COUNTY OF NAPA:

(Signature)

DIANE DILLON, Chair of the Board of Supervisors*
(Type name and title)

ATTEST:

Jose Valdez, Clerk of the Board of Supervisors
(Type name and title)

APPROVED AS TO FORM:

S. Darbinian (e signature)
(Signature)

Deputy County Counsel

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____

By: _____
Deputy Clerk of the Board

*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-7
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. Animal Shelter Hours of Operation: COUNTY's animal shelter office will be open during the following hours:

Monday through Friday	10:00 A.M. - 5:00 P.M.
Saturday	11:00 A.M. - 5:00 P.M.
Sundays and Holidays	Closed

c. Animal Shelter Services:

- (1) Pet redemption program
- (2) Pet adoption and placement program
- (3) Dead animal disposal (dogs and cats only)
- (4) Cat trapping program
- (5) Dog licensing

d. Field Services: Field services shall be provided on the following schedule:

Monday through Friday	8:00 A.M. - 1 hr. after sunset
Saturday & Sundays	8:00 A.M. - 5:00 P.M.
Holidays	No regular field services; however on-call/stand-by for emergencies will be available

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) Assistance to CITY Police including but not limited to:
 - a) Animals in traffic.
 - b) Vicious animal investigations.
 - c) Cruelty investigations.
 - d) Neighborhood Improvement Program.

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.
- e. 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 on an eight (8) hour basis on Saturdays and Sundays.
- 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 Hearings (Potentially Dangerous or Vicious Animals)
- Number of bite reports
- Number of warning letters sent
- Number of Correction notices

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

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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, including provision of a Dangerous Animal Hearing Panel and staffing thereof.

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-7
COMPENSATION, FEES, and EXPENSES

1. a. Annual Compensation For Services. CITY shall pay COUNTY at the rate of Three Hundred Thirty Three Thousand Two Hundred Thirty Nine Dollars (\$333,239) for Fiscal Year 2020-2021, Three Hundred Forty Nine Thousand Nine Hundred Dollars (\$349,900) for Fiscal Year 2021-2022, and Three Hundred Sixty Seven Thousand Three Hundred Ninety Five Dollars (\$367,395) for Fiscal Year 2022-2023. 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.

c. Compensation Rates. COUNTY will be reimbursed for those costs related to provide services under Paragraph 3 of Exhibit "A-3" based on the following hourly fees, plus costs, after submission of invoices:

Deputy County Counsel	\$106- \$153
Paralegal	\$63 - \$66
Senior Animal Control Officer	\$47 - \$50
Animal Control Officer	\$29 - \$32

2. **CITY's Sale of Licenses.** CITY retains the right to develop its own programs to issue dog licenses. COUNTY will allow CITY to retain 25% of the fee collected directly by CITY in the sale of CITY dog licenses and CITY shall pay the remainder of the fee to COUNTY.

3. **COUNTY'S Collection of Revenues Sale of Licenses.** COUNTY shall collect and retain all revenues from the COUNTY's licensing of dogs within CITY limits, and shall also collect and retain all fees and charges (including but not limited to redemption fees) received at the animal shelter in relation to animals that originate within CITY limits.

4. **CITY's Payment of Veterinarian Bills.** CITY shall pay all veterinarian bills and special care bills for injured animals and for the care of exotic animals outside of the COUNTY Shelter. Any cost recovered for these services by COUNTY shall be credited to CITY.