

COUNTY OF SAN DIEGO STATE OF CALIFORNIA
AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE
CITY OF SAN DIEGO AND THE COUNTY OF SAN DIEGO

THIS AGREEMENT made and entered into this 15th day of September, 1998, between the County of San Diego (hereinafter referred to as the "COUNTY") and the City of San Diego, a chartered municipal corporation (hereinafter referred to as the "CITY"):

WITNESSETH

WHEREAS, the CITY is a chartered municipal corporation of the State of California within the County of San Diego and desires to obtain animal control services from the COUNTY; and

WHEREAS, the COUNTY, through the San Diego County Department of Animal Control ("ANIMAL CONTROL"), desires to provide animal control services; and

WHEREAS, Section 500.4 of Article V of the Charter of the County of San Diego and sections 51300 et seq. of the Government Code authorize the COUNTY and the CITY to contract for performance of animal control services within the CITY;

NOW THEREFORE, CITY AND COUNTY agree as follows:

SECTION 1. TERM OF AGREEMENT

1. This Agreement shall take effect July 1, 1998, and unless sooner terminated as provided for herein, shall terminate on June 30, 2003. This Agreement may be extended beyond June 30, 2003, by written mutual consent of the parties.

SECTION 2. DEFINITIONS

1. The term "CITY" shall mean the City of San Diego.
2. The term "Fiscal Year" is defined as beginning on July 1 and ending the following year on June 30.
3. The term "Population" is defined as the State Department of Finance's estimate of each jurisdiction's most recent January population.
4. The term "Requests for Service" shall include, but not be limited to, specific requests from CITY representatives or individual residents of the CITY for action or response by an Animal Control Field Officer as well as Animal Control Field

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OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Officer's observed needs, such as dogs running loose.

5. The term "on-site veterinarian services" includes: emergency triage care; the diagnosis and treatment of acute injuries and illnesses; the treatment of chronic illnesses and injuries to the extent that the animals are kept comfortable; the prescribing of analgesics to alleviate pain; and the spaying and neutering of adoption animals.

6. The term "dangerous dog" shall have the same meanings as the term is defined under section 62.601 of the San Diego County Code of Regulatory Ordinances.

SECTION 3. SCOPE OF SERVICE

1. The COUNTY, through ANIMAL CONTROL, shall provide general animal control services within the corporate limits of CITY to the extent and in the manner hereinafter set forth.

2. Such services shall be defined as those duties and functions of the type coming within the jurisdiction of and customarily rendered by ANIMAL CONTROL under the County of San Diego Code of Regulatory Ordinances and the statutes of the State of California. In providing services to CITY, COUNTY shall make its best efforts to achieve service responses/service goals as defined in Section 5. The Director of ANIMAL CONTROL shall have discretion in determining how the level of service of this contract shall be performed by COUNTY. CITY may provide input to the Director of ANIMAL CONTROL on the manner in which services are provided to CITY.

SECTION 4. LEVELS OF SERVICES

1. ANIMAL CONTROL shall provide the following animal control services, unless the parties to this Agreement

agree in writing to any changes in the provision of such services:

A. For Shelter Management Services, the COUNTY will:

(1) Operate, twenty-four (24) hours per day, seven (7) days per week, a holding shelter for the feeding and care of CITY's lost, abandoned and impounded animals. The COUNTY will operate two holding shelters outside the City of San Diego and a shelter within the City of San Diego. One shelter will be located in the north San Diego County region and another shelter will be located in the south San Diego County region. The COUNTY may, in its discretion, open additional holding shelters to meet future animal control shelter needs. At the Director's discretion, the shelter nearest in proximity to the CITY shall provide for the feeding and care of CITY's lost, abandoned and impounded animals. In the event that extraordinary circumstances arise that require the placement of CITY animals in a shelter other than a shelter nearest to CITY, COUNTY shall notify CITY of this fact. The shelters shall maintain on-site veterinarian services, as defined in Section 2.

(2) The COUNTY shall maintain its shelters in a humane manner and shall keep its shelters in a sanitary condition at all times. All services furnished by the COUNTY's shelters shall be provided in accordance with local laws and the laws of the State of California. The COUNTY shall use humane methods in the care and disposition of any animal coming under its jurisdiction.

(3) COUNTY shall provide public access to shelters at a minimum of 5 days per week, which shall include at least one weekend day, forty (40) hours per week, for adoption services, humane euthanasia of animals, public nuisance hearings, general impoundment and dangerous dog hearings. In establishing public access to shelters, the public interest and customer service shall be a primary consideration.

B. The COUNTY will provide the following Field Services:

- (1) rescue CITY's injured animals and reptiles;
- (2) pickup and impound CITY's stray animals and reptiles;
- (3) quarantine CITY's biter animals;
- (4) investigate CITY's reports of dangerous dogs;
- (5) respond to requests for service and when required, issue citations within CITY's jurisdiction, enforcing local and state laws;
- (6) investigate matters that occur within CITY's jurisdiction regarding cruelty or neglect to animals;

- (7) return CITY's lost dogs to their owners in the field, as possible;
- (8) present CITY's cases to the District Attorney or City Attorney for prosecution of animal-related violations;
- (9) investigate and license CITY's kennels (as defined in Chapter 6, Division 2, Title 6 of the San Diego Code of Regulatory Ordinances);
- (10) The COUNTY will provide above Field Services for the CITY twenty-four (24) hours per day, seven (7) days per week as the need arises or as requests for services are made by CITY residents.

C. The COUNTY will provide the following Licensing Services:

- (1) maintain dog license files of licensed and delinquent dogs and their respective owners within CITY's jurisdiction;
- (2) issue new and renewed licenses to dog license applicants within CITY's jurisdiction;
- (3) conduct follow-up enforcement of vaccinated but unlicensed dogs and unvaccinated and unlicensed dogs within CITY's jurisdiction. Such enforcement efforts shall include, but are not limited to, written correspondence and telephone communication with dog owners;
- (4) jointly organize and fund with the CITY rabies vaccination clinics for animal owners residing within CITY, which may be held at least annually within CITY or within proximity of CITY. Joint funding by CITY and COUNTY may include services instead of funds. Prior to commencement of rabies vaccination clinics, COUNTY and CITY shall agree as to the level of funding or scope of services each party shall contribute for the operation of the rabies vaccination clinics;
- (5) manage computer support for County Department of Animal Control operations in support of services to CITY; and
- (6) provide dog owners with reasonable advance notice of license renewals prior to expiration of existing license.

D. The COUNTY will provide the following Veterinary Medical Services:

- (1) maintain on-site veterinarian services at shelters;
- (2) contract for 24-hour emergency medical treatment

- for injured animals;
- (3) inoculate animals in care of the Department;
- (4) develop rabies control resource information for CITY; and
- (5) monitor quarantined biter animals.

E. Dead animal pick-up services are specifically excluded from this contract.

F. The COUNTY, with cooperation from CITY, shall develop and implement a marketing plan to encourage citizen participation in Department of ANIMAL CONTROL's programs and services. Such marketing plan may include, but not be limited to, encouraging responsible pet ownership including licensing and compliance with pet-related laws, adoption of shelter animals, rabies vaccination and spaying and neutering of animals. Such marketing plan may also include a public-private partnership with private entities to jointly market Department of ANIMAL CONTROL programs and services. Such marketing program shall include recommendations made by the Ad Hoc Committee, as referenced in Section 13.

G. Upon written request by CITY, the COUNTY may provide additional services not included in Section 4, paragraph A through F or may increase the level of existing services specified in Section 4, paragraph A through F. The nature, scope and cost of such specialized services and/or increased level of services shall be mutually defined and made a part of this Agreement under the Joint Operating and Financial Plan, as described in Section 6, upon approval of COUNTY and CITY.

H. The COUNTY shall be excused from performance to the extent that it is prevented from performing any services as a result of delays caused by an act of God, war, civil disturbance, court order, governmental action, laws, orders, or as a result of events such as public enemies, fires, earthquakes, floods, strikes or other labor disturbances of the COUNTY or CITY, or other cause beyond its reasonable control that could not have been prevented by reasonable precautions, and, except as set forth herein, such nonperformance shall not be a default hereunder or a ground for termination. If the COUNTY's cost of providing services to CITY decreases as a result of the above, the CITY may be entitled to a proportionate reduction in the cost of services for the period of time in which services were not provided.

SECTION 5. SERVICE RESPONSES/SERVICE GOALS

1. The COUNTY shall make its best effort to respond to Priority 1 calls within one hour. Priority 1 calls are defined in Attachment A.

2. The COUNTY shall make its best effort to respond with a minimum of eighty-five percent (85%) efficiency to Priority 2, 3 and 4 calls within twelve (12), twenty-four (24) and seventy-two (72) hours respectively. Priority 2, 3 and 4 calls are defined in Attachment A.

3. The COUNTY shall make its best effort to increase the percentage of animals that are claimed by their owners and to increase the percentage of animals that are adopted.

4. The COUNTY shall make its best effort to decrease the percentage of animals that are euthanized.

5. The COUNTY shall make its best effort with assistance from the CITY to increase the per capita rate of licensed dogs.

6. The COUNTY shall make its best effort to increase the percentage of licensed dogs that are altered each fiscal year.

7. The COUNTY shall make its best effort to ensure that all alterable animals are spayed or neutered prior to adoption from COUNTY shelters.

SECTION 6. JOINT OPERATING AND FINANCIAL PLAN

1. Throughout the term of this Agreement, CITY and COUNTY shall prepare on a fiscal year basis a written Joint Operating and Financial Plan referencing the services to be provided under Sections 3 through 4. The Joint Operating and Financial Plan shall state the total gross cost, estimated revenues and the net cost for services specified under Sections 3 through 4. The gross cost, estimated revenues and net cost shall be calculated according to paragraphs 2 and 3 of Section 6. The CITY shall be responsible to pay COUNTY the net cost for animal control services under this Agreement. The annual written Joint Operating and Financial Plans shall be approved by CITY and COUNTY prior to the beginning of each fiscal year and shall be effective for the applicable fiscal year. The annual Joint Operating and Financial Plan shall be made a part of this Agreement as Attachment B. Successor Joint Operating and Financial Plans shall supercede and replace the preceding Joint Operating and Financial Plans. By February 1 of each fiscal year, the COUNTY shall provide the CITY a preliminary estimate for the next fiscal year of the gross cost, estimated revenues and net cost for animal control services for the next fiscal year.

2. The COUNTY shall calculate on a fiscal year basis the gross cost of providing animal control services to CITY using the

50/50 Costing Methodology as follows: The COUNTY shall determine its budgeted fiscal year total cost to provide animal control services to its entire service area, excluding overhead costs that the COUNTY would otherwise incur regardless of whether the COUNTY provides services to the contract cities. The budgeted fiscal year total cost shall include those indirect costs under Federal Circular A-87. One-half of the CITY'S gross cost shall be determined by the CITY'S proportionate share of the Department of ANIMAL CONTROL'S total service area population multiplied by one-half of the budgeted fiscal year total cost. The remaining fifty percent (50%) of the gross cost will be calculated based upon the CITY'S proportionate share of the prior year's total request for service received by the Department of ANIMAL CONTROL from its entire service area multiplied by one-half of the budgeted fiscal year total cost.

3. The COUNTY shall receive and collect throughout the term of this Agreement license and other fees specified under the COUNTY'S Animal Control Services Fee Resolution that are paid by residents of CITY. The COUNTY will calculate on an annual basis an estimate of the actual amounts expected to be received and collected by the COUNTY as payment of license and other fees by residents of the CITY. COUNTY will keep and retain any and all license and other fees collected up to the annual estimated amount of revenue. COUNTY shall subtract against the annual gross cost the annual estimated revenues collected within CITY to arrive at an annual net cost. CITY will pay COUNTY the annual net cost for providing animal control services as stated in the annual Joint Operating and Financial Plan. Spay/Neuter Deposit Forfeiture Account funds will be excluded from this calculation and will be allocated according to State law. Any amounts that may be retained by private persons and private and non-profit entities for processing or issuing licenses or for marketing Department of ANIMAL CONTROL programs and services under Section 4, subdivision F shall be excluded from the calculation of estimated or actual revenues.

4. In the event the COUNTY does not collect at the end of the fiscal year the annual estimated amount of revenues, the CITY shall pay COUNTY the difference between the actual annual amount of revenues collected and the annual estimated amount of revenues within sixty (60) days of written notice of deficiency of revenues from COUNTY. In the event that the COUNTY collects revenues in excess of the estimated amount of revenues, COUNTY will refund the excess revenues to CITY within sixty (60) days of written notice of surplus. COUNTY shall provide written notice of surplus or deficiency to CITY within thirty (30) days after the end of the fiscal year. Upon receipt of written notice, CITY may instruct COUNTY to apply excess revenues against future gross cost.

5. CITY shall pay the net cost to COUNTY by making quarterly payments of the total net cost per fiscal year for animal control services rendered pursuant to this Agreement and the approved Joint Operating and Financial Plan. Such payments shall occur by July 15, October 15, January 15 and April 15. Failure to provide payment on the due date shall relieve ANIMAL CONTROL from providing animal control services. COUNTY shall provide the CITY an invoice for animal control services thirty (30) days in advance of the quarterly due dates for payment. For fiscal year 1998-1999 only, the CITY and the COUNTY have agreed to reduce both the gross cost and service levels by 16 percent, as described in Attachment B. Beginning fiscal year 1999-2000 until termination of this Agreement, the COUNTY shall determine the full gross cost under Section 6, the CITY will pay the full gross cost, and the CITY shall receive the full service levels as described in this Agreement.

6. If payments provided for in Section 6 are not delivered to COUNTY within forty-five (45) days of the due date for payment, as stated in paragraph 5 above, the COUNTY is entitled to recover interest thereon. Interest shall be calculated at the rate of ten percent (10%) per annum on any unpaid portion thereof calculated from the last day of the month in which the services were performed.

7. If such payments are not delivered to the COUNTY Office within forty-five (45) days of the due date for payment, the COUNTY may offset such indebtedness, including interest thereon, from property tax funds of the CITY on deposit with the COUNTY in accordance with Government Code section 907, as may be amended from time to time.

8. Failure by the COUNTY and/or CITY to approve the annual Joint Operating and Financial Plan prior to the beginning of the fiscal year, or July 1, may be considered a termination of this Agreement. Such termination shall be considered under the same terms and conditions as Section 12, entitled "Termination For Convenience." As such, the COUNTY shall continue to provide animal control services for one fiscal year ending the following June 30 under the terms of this Agreement and the last approved Joint Operating and Financial Plan. CITY shall pay COUNTY for animal control services rendered under the terms of this Agreement and the last approved Joint Operating and Financial Plan.

SECTION 7. RECORD KEEPING

1. The COUNTY shall keep separate records for the CITY in such form and manner as the County Auditor & Controller shall

specify. The COUNTY shall give the CITY, at a minimum, monthly reports of information including impounds, claims, dog licenses sold for altered/unaltered dogs, revenues, requests for services, adoptions and animals euthanized from the CITY. The monthly report shall include CITY and regional information.

2. All non-confidential records maintained by COUNTY evidencing animal control services provided to CITY shall be open for copying, examination and audit by CITY during all business hours. COUNTY shall retain records for a minimum of five (5) years.

SECTION 8. SPAY/NEUTER PROGRAM

1. COUNTY and CITY shall establish a spay/neuter program for CITY. To finance the spay/neuter program, COUNTY will allocate an amount equivalent to five percent (5%) of all license fee revenues collected by COUNTY for deposit into a separate trust fund account ("Spay/Neuter Surcharge Trust Fund"). Funds deposited into or expenditures made from the Spay/Neuter Surcharge Trust Fund shall not be considered in calculating estimated revenues or costs under Section 6.

2. Funds deposited in the Spay/Neuter Surcharge Trust Fund may only be used for encouraging the spaying or neutering of pets owned by residents of CITY. COUNTY shall operate a spay/neuter program or contract with a responsible provider to operate a spay/neuter program for the direct benefit of CITY's residents. The COUNTY and the CITY, with recommendations from the Ad Hoc Committee, as described in Section 13, shall determine how the portion of Spay/Neuter Trust Funds contributed by residents of CITY shall be allocated.

SECTION 9. CITY ASSISTANCE

1. It is agreed that in performing the services pursuant to this Agreement, the COUNTY shall have all the powers of the CITY and shall receive all cooperation possible from CITY, its officers, agents and employees to enable efficient enforcement of such ordinances as specified in this Agreement and to effectuate collections called for hereunder.

2. For the purpose of performing animal control services under this Agreement, COUNTY shall furnish and supply all necessary personnel, labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder. COUNTY will notify CITY of any changes in ANIMAL CONTROL's executive staff.

3. All persons employed in the performance of such services and functions for CITY pursuant to this Agreement shall be COUNTY employees. No CITY employees shall perform services or functions that COUNTY is obligated to provide under this Agreement. All persons employed by COUNTY to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to COUNTY employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to CITY employees.

4. COUNTY is an independent contractor, and no agency relationship, either expressed or implied, is created by the

execution of this Agreement.

5. CITY shall not be liable for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for COUNTY or any liability other than that provided for in this Agreement.

6. Except as specified otherwise, the CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness or any other claims arising out of his or her employment.

7. CITY shall adopt an ordinance identical to, or adopt by reference, the provisions of Chapter 6 and 7, Division 2, Title 6 of the San Diego County Code of Regulatory Ordinances and any amendments to such ordinances and the COUNTY's most current fee resolution, unless any deviations are specifically agreed to in writing by the COUNTY's Director of ANIMAL CONTROL.

SECTION 10. INDEMNIFICATION

1. COUNTY shall defend, indemnify, protect and hold CITY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injuries to COUNTY's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of COUNTY, its agents, officers or employees, in performing the agreement or services herein; provided, however, that COUNTY's duty to indemnify and hold harmless shall not include any claims or liability arising solely from the CITY's negligence or from the misconduct of the CITY, its agents, officers and employees.

2. CITY shall defend, indemnify, protect and hold COUNTY and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injuries to CITY's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of CITY, and its agents, officers or employees, in performing the agreement or services herein; provided, however, that CITY's duty to indemnify and hold harmless shall not include any claims or liability arising solely from the COUNTY's negligence or from the misconduct of the COUNTY, its agents, officers or employees.

SECTION 11. TERMINATION

1. Notwithstanding anything to the contrary herein

contained, this contract shall be terminated at any time that CITY fails to enact and to maintain in full force and effect, including the amount of fees provided in the COUNTY's most current fee resolution, an ordinance identical to, or adopt by reference, the provisions of Chapter 6 and 7, Division 2, Title 6 of the San Diego County Code of Regulatory Ordinances, unless any deviations are specifically agreed to by the County Director of ANIMAL CONTROL. This contract shall also be terminated if the COUNTY requests that the CITY enact amendments to said ordinance to comply with amendments to Chapter 6 and 7, Division 2, Title 6 of the San Diego County Code of Regulatory Ordinances or amendments to the COUNTY's most current fee resolution adopted by the Board of Supervisors and such amendments are not made within ninety (90) days of this request.

2. In the event that COUNTY fails to provide animal control services, as required under this Agreement and/or in the Joint Operating and Financial Plan, the CITY shall provide written notification to COUNTY of such failure to provide services. COUNTY shall be given thirty (30) days from the date of receipt of written notification by CITY to provide the required animal control services. In the event that COUNTY fails to provide such service after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

3. In the event of termination under Section 11, CITY shall pay COUNTY on a prorated basis for animal control services rendered consistent with this Agreement and the Joint Operating and Financial Plan.

SECTION 12. TERMINATION FOR CONVENIENCE

1. The CITY acknowledges that in order to provide animal control services pursuant to this Agreement, the COUNTY must be permitted to conduct long range planning in regards to funding, new shelter development and staff requirements. Therefore, notwithstanding any other section or provision of this Agreement, either party may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

SECTION 13. AD HOC COMMITTEE

1. The COUNTY shall form an Ad Hoc Committee consisting of a representative from each of the contract cities. Each member of the Ad Hoc Committee shall have the opportunity to provide input regarding animal control services, future fees or fee changes.

SECTION 14. FUNDING BY CITY

1. In the event that CITY fails to appropriate funds for this Agreement, such action shall not be considered a breach of this Agreement. Under no circumstances shall CITY fail to appropriate funds for this Agreement for the purpose of obtaining animal control services from another provider or to establish its own animal control services department without one (1) year notification as provided in Section 12.

SECTION 15. CONTRACT ADMINISTRATION

1. The COUNTY designates the County Director of the Department of ANIMAL CONTROL or his designated representative to represent the COUNTY in all matters pertaining to the administration of this Agreement.

2. The CITY designates its City Manager or designated representative to represent CITY in all matters pertaining to this Agreement on behalf of the CITY.

3. Any notice or notices provided for by this Agreement or by law to be given or served upon the COUNTY may be given or

served in person or by letter deposited in the United States mail, postage prepaid and addressed to:

Director of Animal Control
5480 Gaines Street
San Diego, California 92110

4. Any notice or notices provided for by this Agreement or by law to be given or served upon the CITY may be given or served in person or by letter deposited in the United States mail, postage prepaid and addressed to:

Police Fiscal Manager

1401 Broadway, M.S. 715

San Diego, CA 92101-5729

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council, has approved the execution of this contract by its City Manager, and the COUNTY, by order of its Board of Supervisors, has approved the execution of this contract by the Clerk of the Board of Supervisors of the County of San Diego, this 15th day of September, 1998.

CITY

Keith W. Evans
CITY MANAGER

City Manager

COUNTY OF SAN DIEGO

Thomas J. Paul
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *J. Carlos Limentani*
DEPUTY

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date: 9/15/98 Minute Order No. 19
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: *Thomas J. Pastuszka*
Deputy Clerk

ATTACHMENT A

COUNTY OF SAN DIEGO DEPARTMENT OF ANIMAL CONTROL RESPONSE PRIORITY LEVELS

TYPE OF SERVICE	RESPONSE PRIORITY LEVEL	
	IN PROGRESS	NOT IN PROGRESS
Threatening Dangerous Animal	1	3
Possible Rabid/Biter Animal	1	3
Major Injury to Animal	1	3
Threat from Wild Animal	1	3
Cruelty	1	3
Animal Inside Vehicle	1	3
Fighting Animals	1	3
Dogs Harassing Livestock	1	3
Sick/Minor Injury Animal	2	3
Animal Welfare	2	3
Isolation of Biting Animal for Rabies Examination	3	N/A
Confined Stray Animal	3	N/A
Relinquished Animal	3	N/A
Restraint of Animal	3	4
Wild Animal	3	4
Misc. Patrol Services	3	4

<u>PRIORITY LEVEL</u>	<u>RESPONSE GUIDELINES</u>
LEVEL 1	First priority; response objective is within one hour. Officer responds before all lower priority calls.
LEVEL 2	Second priority; response objective is within 12 hours of receipt.
LEVEL 3	Third priority; response objective is within 24 hours of receipt.
LEVEL 4	Fourth priority; response objective is within 72 hours of receipt.

ATTACHMENT A - CONTINUED

CITY OF SAN DIEGO CONTRACT ANIMAL CONTROL SERVICES PROGRAM FISCAL YEAR 1998 - 1999

For measurement purposes of the goals outlined in Section 5, statistical data from FY 96/97 for the CITY is provided, as a baseline. Department-wide statistics are also provided.

		CITY REQUESTS	TIMELY RESPONSE	DEPARTMENT - WIDE REQUESTS	TIMELY RESPONSE
#1	PRIORITY 1 SERVICE REQUESTS	4,022	84.0%	6,330	79.1%
#2	PRIORITY 2 SERVICE REQUESTS	3,597	77.0%	5,932	76.7%
	PRIORITY 3 SERVICE REQUESTS	15,329	63.0%	26,954	62.6%
	PRIORITY 4 SERVICE REQUESTS	387	47.1%	831	60.6%
		CITY		DEPARTMENT - WIDE	
#3	% OF IMPOUNDED ANIMALS REUNITED	12.8%		13.0%	
	% OF IMPOUNDED ANIMALS ADOPTED	21.0%		23.1%	
#4	% OF IMPOUNDED ANIMALS EUTHANIZED	61.1%		57.8%	
#5	# OF LICENSED DOGS AS OF 6/1/98	76,328		161,185	
#6	DOG LICENSES SOLD	46,261		107,911	
	% OF LICENSES SOLD FOR ALTERED DOG	70.7%		73.3%	
#7	% OF ALTERED ADOPTED ANIMALS	61.3%		46.2%	

ATTACHMENT B

City of San Diego
Contract Animal Control Services Program
Joint Operating and Financial Plan
Fiscal Year 1998-99

This Joint Operating and Financial Plan, made and agreed to for the period beginning July 1, 1998, and ending June 30, 1999, by and between the City of San Diego and the County of San Diego shall become a part of the Agreement between said parties.

The full gross cost of providing animal control services to the City of San Diego for fiscal year 1998-99 as calculated pursuant to Section 6 of the Agreement will be \$4,200,315. However, the CITY and COUNTY have agreed to reduce by 16 percent both the direct gross cost and service levels for fiscal year 1998-99 only. The 16 percent reduction in service levels for fiscal year 1998-99 as specified above may include reductions in the scope of services, levels of services, or service response/service goals as specified in Sections 3, 4 and 5 of this Agreement. This results in a revised gross cost to the CITY of \$3,629,835 for fiscal year 1998-99. The County shall collect license and other fees, as specified under the County's Animal Control Services Fee Resolution within the City of San Diego. For fiscal year 1998-99, the estimated revenue amount to be collected within the City of San Diego is \$1,458,849. After deducting estimated revenues from the revised gross cost, the net amount for providing animal control services is \$2,227,603, which includes the full cost amount of \$56,617 to finance the spay/neuter program, as provided for in Sections 6 and 8 of the Agreement.

As approved:

City of San Diego

County of San Diego

John N. Egan
City Manager

Thomas J. Paul
Clerk of the Board of Supervisors

Approved and/or authorized by the Board
of Supervisors of the County of San Diego
Date: 9/15/98 Minute Order No. 19
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: *Thomas J. Paul*
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *S. Carlos Limentani*
DEPUTY

R-290573

RESOLUTION NUMBER R- 290573

ADOPTED ON AUG 03 1998

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with the County Department of Animal Control [DAC], for animal control services, for the period of July 1, 1998 through June 30, 2003, under the terms and conditions set forth in the Agreement on file in the Office of the City Clerk as Document No. RR- 290573

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$2,227,603 from General Fund Citywide Program - Animal Regulation Services, to be adjusted for actual expenditures and revenues after the close of fiscal year 1999 but not to exceed fixed gross costs of \$3,629,839 less actual net revenue (estimated at \$1,402,232), is hereby authorized, solely and exclusively for the above agreement.

APPROVED: CASEY GWINN, City Attorney

By Stuart H. Swett
Stuart H. Swett
Deputy City Attorney

SHS:smf
06/30/98
Or.Dept:Police
Aud.Cert:9900012
R-98-1602
Form=r-t.frm

Passed and adopted by the Council of San Diego on
AUG 03 1998

by the following vote:

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS,

MCCARTY, VARGAS, MAYOR GOLDING.

NAYS: NONE.

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(Seal)

By: Lori A. Witzel, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and
correct copy of RESOLUTION NO. R- 290573,
passed and adopted by the Council of The City of San Diego,
California on **AUG 03 1998**.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: *Lori A. Witzel*, Deputy