



Study Session of the City Council  
Live Oak Council Chambers  
9955 Live Oak Blvd., Live Oak, CA 95953

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*The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Members of the public may comment on any item on the agenda at the time that it is taken up by the Council. Requests to speak on the item should be made to the Mayor at the time an item is discussed. We ask that members of the public come forward to be recognized by the Mayor and keep their remarks brief. Absent permission from the Mayor, comments will be limited to three (3) minutes.*

**Mayor** – Gary A. Baland  
**Vice Mayor** – Steve Alvarado  
**Council Member** – Rob Klotz  
**Council Member** – Diane Hodges  
**Council Member** – Ray Rogers

**November 1, 2011**                      **6:00 PM**

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. REPORTS AND MISCELLANEOUS**

*(Items listed here are for Council discussion only - No action is expected at this time)*

1. Amendment to Gill Property Agreement
2. Animal Control JPA
3. First Quarter Budget Report

**D. ADJOURNMENT**



DATE: October 28, 2011  
TO: Mayor and Members of the City Council  
FROM: City Manager

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SUBJECT: Gill Property Purchase and Potential Lease  
RECOMMENDATION: Discuss Concept of Leasing the Property Back to the Gill Family; If there is no objection City Manager Will Prepare Lease for Council Approval on November 16  
FISCAL IMPACTS: Small Annual Revenue Stream from Lease Payments and Avoidance of Maintenance Costs for Property

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## BACKGROUND

On December 13, 2006, the City Council approved the purchase of approximately 3 acres of land at 11391 Larkin Road owned by Surjit S. Gill, Kashmir K. Gill, Jagir S. Gill and Harinder K. Gill (Sellers). As consideration for the purchase, the City Council agreed the purchase price would equal future annexation fees for the annexation of approximately 384 acres of property in the northeast portion of the General Plan project area. In addition, the City of Live Oak was given an option on an additional 7 adjacent acres. The option is good for 5 years following close of escrow on the 3 acre purchase. In 2010, Council entered into an amended agreement requiring close of escrow by November 30, 2011. One of the conditions is a requirement that the property be cleared of all structures and crops prior to close of escrow.

Surjit Gill is asking Council to consider leasing back the property for agricultural purposes only. All conditions necessary to close escrow by November 30 would be met with the exception of clearing the trees off the property. Staff sees no downside to this request. The City does not have a current use for the property. Leasing the property back would create a small revenue stream and relieve the City of the maintenance responsibilities. Surjit Gill will be present at the Study Session to answer any questions you may have about the request.

## RECOMMENDATION

Staff is seeking direction on whether or not Council is willing to consider leasing back the property.

Respectfully submitted,



Jim Goodwin  
City Manager



DATE: October 25, 2011  
TO: Mayor and Members of the City Council  
FROM: Jim Goodwin, City Manager

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COUNCIL AGENDA STAFF REPORT

SUBJECT: Animal Control Services JPA  
RECOMMENDATION: No Action Required

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There has been much discussion about the condition of the Sutter County Animal Shelter, construction of a new shelter, and overall delivery of animal control services in the county. For several months, the discussion has been centered on creation of a Joint Powers Agreement (JPA) between Sutter County and the cities of Live Oak and Yuba City for operation of animal control services and construction of a new shelter. An ad-hoc committee including two elected officials and staff from each jurisdiction has met to discuss the issues. Mayor Baland and Council Member Hodges are Live Oak's representatives.

In May of this year a 10-point plan for joint animal control services was agreed to by the administrators of the City of Live Oak, Sutter County and the City of Yuba City.

The ten points include:

1. The JPA representation will be two elected officials from each jurisdiction. Voting will be weighted proportionately based on annual contributions to the operating budget. Sutter County and Live Oak will have veto authority over budget and major policy decisions. Major policy decisions are defined as those issues that materially change either the levels of service or budget.
2. Yuba City's share of population, based on the 2010 census, is 68.5 percent. Sutter County agrees to base cost distribution for FY's 2011-12 and 2012-13 using the traditional 66 percent split for Yuba City as acknowledgement of a "discount" for the lesser number of miles traveled. (An analysis utilizing one year's data will be used to determine a logical cost allocation for future years during this time period.)
3. Sutter County will remain the lead agency until the new facility is complete.
  - a. Sutter County will endeavor to reduce overhead (A-87 and/or direct) charges as Animal Services is a non-federal/state reimbursed program.

- b. The Kennel Assistant position shall be restored to the budget using savings from the reduction of overhead charges.
  - c. Sutter County will endeavor to limit Workers' Compensation charges. (Such as limiting it to a flat percentage of payroll or actual cost to including justifiable support cost.)
4. Sutter County will remain the lead agency for the completion of the design and construction of the new facility. Yuba City and Live Oak will continue to be involved as can reasonably be accommodated.
  5. Yuba City will assume the lead agency responsibilities with the completion of the new facility; limiting overhead cost to 10 percent of budget and workers' compensation cost noted in number 2c above.
  6. Yuba City will remain responsible for the full cost of design from the restart of design services in January 2011, if the project is not constructed.
  7. Yuba City will pay for a third party to facilitate agreement on all other terms and conditions of the JPA and supporting documents.
  8. Yuba City has a strong preference for the new facility to be located at the City-donated site identified on Live Oak Blvd. Yuba City will pay for site plan modifications to accommodate this request.
  9. Yuba City will remove the cap on the Animal Services annual operating budget in exchange for more involvement in the development of the budget.
  10. Each Jurisdiction shall retain their right to animal shelter capacity based on the percentage construction cost contribution by jurisdiction. Shelter capacity will remain openly shared on an animal demand basis. (Intent is to allow independent field services by each jurisdiction, if desired.)

The draft documents attached are the product of the ongoing effort to draft an agreement consistent with the spirit of the 10-point plan. Although #7 above referenced Yuba City's willingness to pay for a third-party mediator, that action was not necessary for reaching agreement. The administrators from all three jurisdictions worked collaboratively toward the final recommendation.

The key components of the agreement are:

1. The JPA Board is made up of two members of each participating agency.
2. A quorum of the Board is four members, with a least one member from each jurisdiction present;
3. The vote is weighted according to investment in the services, meaning Yuba City's weighted vote (66%) will determine most ongoing operational issues;
4. Each budget and major policy action requires a 5/6 vote of the Board, ensuring that at least one member of each agency votes in the majority;

5. Each jurisdiction maintains a veto over budget and major policy actions. The veto occurs when both representatives of an agency vote against an action.
6. Each jurisdiction investing in the shelter facilities retains the right to use the facility even if they separate from the JPA at some future date.
7. The “side letter” simply details the transition issues from the current contract relationship with the county to the new JPA structure.

Staff recommends Council review and comment on the proposed plan, and if it is acceptable, place the documents on the November 16 City Council agenda for adoption. The appointment of Live Oak’s representatives to the JPA Board would occur at the same meeting.

Respectfully Submitted,



Jim Goodwin  
City Manager

**JOINT EXERCISE OF POWERS AGREEMENT FOR  
THE SUTTER ANIMAL SERVICES AUTHORITY**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of November 2, 2011 by and among the Member Agencies; the County of Sutter, the City of Yuba City, and the City of Live Oak, each of which is a public entity duly organized and existing under the Constitution and other laws of the State of California.

**WHEREAS**, Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (commencing at Section 6500) authorizes the Member Agencies to enter into an agreement for the joint exercise of any power common to them and, by that agreement, to create an entity that is separate from each of the Member Agencies; and

**WHEREAS**, each of the Member Agencies possess the power to provide for the Animal Control Services (defined in Section 1.4), including animal field services, animal shelter services, and dead animal services within their respective Jurisdictional Area (defined in Section 1.5); and

**WHEREAS**, the Member Agencies possess the authority to issue bonds, expend bond proceeds, and borrow and loan money for certain public purposes pursuant to the Government Code of the State of California; and

**WHEREAS**, this Agreement is an appropriate means through which the Member Agencies may provide the Animal Control Services because the Jurisdiction Areas of the Member Agencies are in close proximity to one another and are susceptible of being served by the Animal Control Services and related Joint Facilities (defined in Section 1.8) under common administration and management and with the same equipment, resources and personnel; and

**WHEREAS**, the Member Agencies desire to share their animal control expertise and to optimize their expenditures in connection with the provision of the Animal Control Services and related Joint Facilities; and

**WHEREAS**, the separate provision, management and administration of the Animal Control Services and related Joint Facilities in each Jurisdictional Area by each of the respective Member Agencies and using separate facilities, resources and personnel may result in duplication of effort, inefficiencies in administration and excessive costs, all of which, in the judgment of the Member Agencies, can be eliminated or substantially reduced, all to the substantial advantage and benefit of the citizens and taxpayers of all of the Member Agencies, if the provision of the Animal Control Services and the administration and management of the related Joint Facilities employing common equipment, resources and personnel, were to be performed by and through a single public entity and the creation of such a single public entity is the purpose of this Agreement;

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NOW, THEREFORE, for and in consideration of the facts stated above, the mutual advantages to be derived, and the mutual covenants contained herein, it is agreed by and among the Member Agencies hereto as follows:

**ARTICLE I  
DEFINITIONS**

**Section 1.1** Unless the context otherwise requires, the words and terms defined in this Article shall have the meanings specified.

**Section 1.11.** Act means Article 1, Article 2, Article 3, and Article 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the California Government Code, as it may be amended from time to time.

**Section 1.12.** Administrative Costs means those costs associated with administration and management of the Animal Control services as detailed in "Exhibit A". Said costs shall include, but shall not be limited to, costs associated with the provision of administrative supervisory services; human resource services; financial services; and dispatching services.

**Section 1.13.** Agreement means this joint exercise of power agreement as it now exists or as it may from time to time be amended, supplemented or as it may be modified by the addition of signatory parties or by any other supplemental agreement or amendment entered into pursuant to the provisions of this Agreement.

**Section 1.14.** Animal Control Services means those services set forth in "Exhibit A" which is attached hereto and incorporated herein by this reference.

**Section 1.15.** Area and Jurisdictional Area mean that area within the respective jurisdictions of the Member Agencies.

**Section 1.16.** Authority means the Sutter Animal Services Authority created pursuant to this Agreement.

**Section 1.17.** Board of Directors means the governing board of the Authority referred to in Section 1.6 and more particularly described in Section 2.6 below. Director means an individual member of the Board of Directors.

**Section 1.18.** Bond Law means Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as the same may have been or may hereinafter be amended from time to time, or any other law hereafter legally available for use by the Authority in the authorization and issuance of bonds to finance needed public facilities. Bonds means any bonds issued pursuant to Bond Law.

Section 1.19. **Executive Director** means the employee of the Authority or Lead Agency who is directly responsible to the Board of Directors and who is primarily responsible for the managerial oversight of the operation for the Authority as further described in Section 3.5.

Section 1.20. **Fiscal Year** means the period from July 1<sup>st</sup> to and including June 30<sup>th</sup> of the following year.

Section 1.21. **Joint Facilities** means the animal control facilities, equipment, resources, and property to be owned, leased, managed and operated by the Authority and, if and when acquired or constructed, any improvements and additions thereto.

Section 1.22. **Lead Agency** means the jurisdiction which is directly responsible to the Board of Directors and which is primarily responsible for the managerial oversight of the operation for the Authority as further described in Section 3.5. When so designated by the Board of Directors, the Lead Agency shall appoint an Executive Director.

Section 1.23. **Legislative Bodies** means the city Councils or the county Board of Supervisors of the Member Agencies. **Legislative Body** means any such individual city Council or county Board of Supervisors.

Section 1.24. **Major Policy Decisions** means those issues that materially change either the levels of service or the budget.

Section 1.25. **Member Agencies** means all of the public agencies who are signatories to this Agreement, which, as of the initial Effective Date of this Agreement, is the City of Yuba City, the City of Live Oak, and the County of Sutter. **Member Agency** means any such individual public entity.

Section 1.26. **Operational Plan** means a plan approved by the Board of Directors which shall describe in detail the operation of the Sutter Animal Services Authority. Said plan shall include all of the following: the anticipated cost of providing the services as described in Exhibit A; the area in which those services shall be provided; the level of service which shall be provided in each of those areas; the anticipated cost for operation and maintenance of the Joint Facilities; the process by which yearly budgets shall be established; the hours of operation; and, any other operational, budgetary, and financial process which may be deemed to be necessary and/or appropriate.

Section 1.27. **Quorum** means the presence of four (4) or more Directors including, at a minimum one Director from each Member Agency.

Section 1.28. **Rules of the Board** means the by-laws, rules, regulations and/or other directives of the Board of Directors for the conduct of its meetings and affairs as further described in Section 2.9.

Section 1.29. **Secretary** means the Secretary of the Board of Directors as further described in Section 3.2.



**Section 1.30. Treasurer** means the financial director having the responsibility and accountability for the Authority's funds as further described in Section 3.3.

## **ARTICLE II GENERAL PROVISIONS**

**Section 2.1. Purpose.** The purpose of this Agreement is to create the Sutter Animal Services Authority which would allow the Member Agencies to exercise their joint powers to provide more efficient and economical Animal Control Services within the Area and which would: 1) Provide for the ownership, management, operation and maintenance of the Joint Facilities; 2) implement the financing, acquisition and construction of additions or improvements thereto; and 3) Provide for the ownership, management, operation and maintenance of any later acquired facilities and/or property.

**Section 2.2. Creation of Authority.** Pursuant to the Act, there is hereby created a public entity to be known as the "Sutter Animal Services Authority," to be called the "Authority" pursuant to Section 1.16. The Authority, which shall administer this Agreement, is a public entity separate and apart from the Member Agencies. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

**Section 2.3. Member Agencies.** The Authority shall be composed of the County of Sutter and the Cities of Yuba City and Live Oak (the "Member Agencies") as shown in Section 1.14. Any other jurisdiction not named as a party to this Agreement or which may hereinafter be incorporated, which desires to participate in the activities of the Authority, may do so if approved by a vote of five sixths (5/6), or more, of the Board of Directors of the Authority. Said approval shall be conditioned upon the Joint Facility having sufficient capacity to accommodate the new participant's needs and the adoption of a resolution by the new jurisdiction's governing body authorizing execution of an agreement binding them to fully participate financially in the Authority. The new participant shall also be required to make a "buy in" contribution as set forth in Section 2.11.

**Section 2.4. Effective Date of Agreement.** This Agreement shall become effective on November 2, 2011. It must be signed and executed by all Member Agencies listed in Section 1.25 no later than November 1, 2011 and shall have no binding force and effect on any Member Agency unless and until approved by its governing body and shall supersede any prior agreements executed.

**Section 2.5. Term.** This Agreement shall become effective on the Effective Date set forth in Section 2.4 and shall continue in effect, unless terminated, pursuant to Article IX, by agreement approved by a vote of five sixths (5/6), or more, of the Board of Directors of the Authority.

**Section 2.6. Governing Board.** The Authority shall be governed by a Board of Directors, the members of which shall be: two (2) members of the Sutter County Board of Supervisors; two (2) members of the Yuba City Council; and two (2) members of the Live Oak City Council. Pursuant to Government Code Section 6506, the Authority Board is designated as the administrator of this Agreement and of the

Authority's affairs, and shall perform its duties and responsibilities in accordance with all provision of this Agreement.

**Section 2.6.1.** All voting power of the Authority shall reside with the Board of Directors.

**Section 2.6.2.** Each Legislative Body shall appoint alternate Directors for that Member Agency. The alternate Director may act as the Director in the absence of the Director appointed by that Legislative Body.

**Section 2.6.3.** All Directors and their alternates shall serve at the pleasure of the Member Agency that appointed them.

**Section 2.6.4.** All vacancies on the Board of Directors shall be filled by the respective Legislative Body within thirty (30) days of the effective date of the vacancy or as soon thereafter as the legislative Body may legally act. Any Director or alternate Director shall cease to be a Director when such person ceases to hold office in the respective appointing Legislative Body.

**Section 2.7. Meetings of the Board of Directors.** All meetings of the Board of Directors shall be public meetings unless a specified closed session is held in accordance with the California Government Code.

**Section 2.7.1. Regular Meetings.** The Board of Directors shall provide for regular meetings (a minimum of four (4) per year) at a date, time and place fixed by the Rules of the Board.

**Section 2.7.2. Special Meetings.** Special meetings and emergency meetings of the Board of Directors may be called in accordance with the provision of Section 54956, *et seq.*, of the California Government Code, as may be amended from time to time. Special Meetings may be called by two or more Directors representing two or more jurisdictions. Written notice must be delivered to each member and the newspaper in writing at least 24 hours prior to the time of the meeting. The business to be transacted must be stated and no other business may be discussed.

**Section 2.7.3. Call, Notice, and Conduct of Meetings.** All meetings of the Board of Directors, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held, and conducted in accordance with the provision of Section 54950, *et seq.*, of the California Government Code, as may be amended from time to time.

**Section 2.8. Voting.** All members of the Board will vote using a weighted voting procedure based on the annual contributions to the operating budget pursuant to Section 6.3. The total percentage of operational funding for each Member Agency will be divided by the number of Directors representing that Member Agency to determine the percentage vote for each Director. The table below shows the California Department of Finance 2010 population figures used to calculate the percentage of operational funding for each Member Agency for FY 2011-12. A five sixths (5/6) vote of the Board shall be required to approve the budget and Major Policy Decisions, pursuant to Section 1.24. Except as provided elsewhere in this Agreement, any action of the Board shall require a majority weighted vote of the Board.

Member Agency	DOF Population	Percentage of Total	Directors	Percentage Vote by Director
Yuba City	65,171	66%	#1	33.0%
			#2	33.0%
Sutter County	24,051	25%	#1	12.5%
			#2	12.5%
Live Oak	8,791	9%	#1	4.5%
			#2	4.5%
<b>Total</b>	<b>98,013</b>	<b>100%</b>		<b>100.0%</b>

**Section 2.8.1.** A five sixths (5/6) vote of the Board shall be required for all Major Policy Decisions including but not limited to: 1) proposing an amendment to, or termination of, this Agreement; 2) approval of the addition of new Member Agencies; 3) incurring additional debt; 4) approval of the issuance of any Bonds or the restructuring of any Bond financing; 5) approval of any budget actions requiring increased amounts to be paid by a Member Agency over and above approved budget appropriations; and, 6) modification of the Member Agencies' contributions to Operating Costs pursuant to Section 6.3.

**Section 2.8.2.** Each Member Agency, by vote of both its Directors, shall have veto authority for any Major Policy Decision pursuant to Section 1.24.

**Section 2.9. Rules of the Board.** The Board of Directors shall adopt, and from time to time amend, the Rules of the Board as are necessary or convenient in the determination of the Board of Directors to achieve or facilitate the purposes hereof.

**Section 2.10. Conflict of Interest.** The Authority Board shall adopt and thereafter maintain a conflict of interest code in compliance with applicable provisions of the Political Reform Act (Government Code Section 87300 *et seq.*) and the regulation adopted by the Fair Political Practices Commission (California Code of Regulations, tit.2, Section 1870 *et seq.*).

**Section 2.11. New Members.** Subject to the requirements set forth in Section 2.3 above, it is the intent of the member Agencies to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities, organized and existing under the Constitution or laws of the State of California, as may desire to become parties to this Agreement and members of the Authority. A new Member Agency shall be required to make a "buy in" contribution in an amount to be determined by a five sixths (5/6) vote of the Board, and pay their share of annual operating costs and other expenses pursuant to Section 6.3. For entities joining the Authority at other than the beginning of the Authority's fiscal year, cash contributions for operating costs shall be prorated for the remainder of the fiscal year.

**Section 2.12. Service Area.** The service area of the Authority may be extended to other geographic areas by service contract between the Authority and the jurisdiction to be served, provided the Authority has capacity to provide such services and that such services are not subsidized by the Member Agencies.

Approval of such contract shall be by unanimous vote of the Board, with the confirmation of all Member Agencies Legislative Bodies, and shall be subject to such terms and conditions as the Board determines.

### **ARTICLE III ORGANIZATIONAL STRUCTURE**

**Section 3.1. Chairperson and Vice-Chairperson.** The Board shall elect a Chairman and a Vice Chairman from among its members at its first meeting and thereafter at the first regular meeting of the Board for each calendar year. In the event of the disqualification or permanent inability of the Chairperson to serve the remainder of their term, the Vice-Chairperson shall assume the duties of the Chairperson and the Board of Directors shall elect a new Vice –Chairperson for the remainder of that term.

**Section 3.1.1.** The Chairperson shall be authorized to sign all resolutions of the Board of Directors and all contracts on behalf of the Authority and shall perform such other duties as may be imposed by the Board of Directors, consistent with the terms and provisions of this Agreement and the Rules of the Board.

**Section 3.1.2.** The Vice-Chairperson shall be authorized to act as the Chairperson, exercise all of the powers of the Chairperson, and perform all of the duties of the Chairperson in the temporary absence of the Chairperson.

**Section 3.2. Secretary.** The Executive Director shall designate a staff member to serve as Secretary to the Board of Directors, who shall perform such other duties as may be imposed upon the Secretary by the Board of Directors, and cause a copy of this Agreement to be filed with the California Secretary of State and the State of California pursuant to Section 6503.5 of the Act.

**Section 3.3. Treasurer.** The Executive Director shall designate a staff member to serve as Treasurer for the Authority.

**Section 3.3.1.** The Treasurer shall be the depository and shall have custody of all of the accounts, funds and money of the Authority from whatever source. The Treasurer shall have the duties and obligation set forth in Section 6505 and 6505.5 of the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursement of the Authority.

**Section 3.3.2.** The books and records of the Authority shall be open to inspection at reasonable times by representatives of the Member Agencies. The Treasurer shall, within ninety (90) days after the close of each fiscal year or within sixty (60) days after the termination of this Agreement, give a complete written report of all financial activities of the fiscal year to the parties hereto.

**Section 3.3.3.** The Treasurer shall, in accordance with Sections 6505 and 6505.6 of the Act, cause the books of account and other financial records of the Authority to be audited annually by an independent public accountant or certified public accountant.

**Section 3.4. Officers in Charge of Property.** Pursuant to Section 6505 of the California Government Code, the Treasurer shall have charge of, handle, and have access to all accounts, funds, and money of the Authority and all records of the Authority relating to such accounts, funds, and money. The Secretary shall have charge of, handle, and have access to all other records of the Authority. The Executive Director or the Director of Public Works for the Lead Agency shall have charge of, handle, and have access to all physical properties of the Authority.

**Section 3.5. Management.** The regular management of the operations and activities of the Authority shall be vested in the Executive Director as approved by the Board of Directors. Unless otherwise provided by the Rules of the Board or resolution of the Board of Directors, the Executive Director shall have the following powers:

**Section 3.5.1.** To construct, manage, maintain and operate a shelter facility and provide animal control services including, but not limited to, the licensing of animals; the provision of animal patrol services within the respective cities and unincorporated county; the impounding of animals; and, such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control service pursuant to State Law.

**Section 3.5.2.** To provide for the planning, design, and construction of any additions or improvements to the Joint Facilities and/or the leasing or remodeling of any existing facilities, or any new facilities to be operated by the Authority as authorized by the Board of Directors;

**Section 3.5.3.** Except as otherwise provided in Section 4.2, to execute any contracts for capital costs, costs of special services, equipment, materials, supplies, maintenance, or repair that involve an expenditure by the Authority within the limits and in accordance with procedures to be established by the Authority in the manner provided for local agencies pursuant to Article 7, commencing with Section 54201 of Chapter 5 of Part 1 of Division 2 of Title 5 of the California Government Code;

**Section 3.5.4.** To execute contracts in an amount up to limit set by the Board of Directors;

**Section 3.5.5.** To appoint, employ, and manage all personnel required by the Authority for maintenance and operation of the Animal Control Services and the Joint Facilities, and all other employees authorized by the Authority's budget and by the Board of Directors as either direct employees of the Authority or, under the provisions of the contract with the City of Yuba City per section 4.2.1, as employees of the City of Yuba City;

**Section 3.5.6.** To retain any consultants as authorized in the Authority's budget and by the Board of Directors;

**Section 3.5.7.** Subject to approval of the Board of Directors, to appoint, employ, and manage all consultants and contractors required to be retained in connection with the design of any additions or improvements to the Joint Facilities or construction of new facilities;

**Section 3.5.8.** To expend funds of the Authority and enter into contracts whenever required or for the immediate preservation of the public peace, health, or safety subject to the subsequent ratification of the Board of Directors;

**Section 3.5.9.** To dispose of any personal property of the Authority as may be provided in the Rules of the Board or otherwise authorized by the Board of Directors;

**Section 3.5.10.** To approve and pay demands for payments by the Authority of thirty thousand dollars (\$30,000) or less, which are authorized in the Authority's budget;

**Section 3.5.11.** To prepare and submit to the Board of Directors in time for revision and adoption by the Authority prior to March 1 of each year, the annual preliminary budget for the next succeeding Fiscal year referred to in Section 6.1;

**Section 3.5.12.** Generally, to supervise the acquisition, construction, management, maintenance, and operation of the Joint Facilities and personnel of the Authority;

**Section 3.5.13.** To perform such other duties as directed by the Board of Directors and report to the Board of Directors at such times and on such matters as the Board of Directors may direct.

**Section 3.6. Legal Advisor.** The legal advisor of and provider of legal advice and services to the Authority shall be an independent attorney retained by the Authority for that purpose. The Sutter County Counsel shall provide representation in court actions pertaining to potentially dangerous and vicious dog legal services under California Food and Agricultural Code Section 31601 et seq. The Authority shall compensate the Sutter County Counsel at the current County approved billing rate.

**Section 3.7. Other Services.** The Board of Directors shall have the power to appoint and employ such other consultants and independent contractors as may be necessary for the purposes of and pursuant to this Agreement.

**Section 3.8. Non-Liability of Member Agencies.** Until such time as the Authority has direct employees, All of the privileges and immunities applicable to the activities of the officers, agents, and/or employees of the Member Agencies shall apply to those individuals performing services for the Authority under the terms of this Agreement. Except as expressly provided herein, nothing in this Agreement shall restrict or otherwise limit the ability of the Authority to enter into agreements with any Member Agency for the use of Member Agency employees by the Authority.

**Section 3.9. Indemnity and Insurance.** The Authority shall defend, indemnify and hold harmless each Member Agency to this Agreement and its respective board/council member, officers, agents and employees, from all claims, losses, damages, costs, injury and/or liability arising out of the Authority's performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in force, policies of insurance with coverage and limits sufficient to protect the Authority and its Member

Agencies from claims for damages arising from the activities of the Authority, its Board of Directors, officers and employees. the policies of insurance described herein shall include, but shall not be limited to, coverage for automobile liability, comprehensive general liability, errors and omissions, workers' compensation and excess liability coverage. The Board of Directors shall, from time to time, set the appropriate levels of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named an "additional insured" on each policy of insurance or shall receive equivalent treatment or status under the Authority's insurance program.

#### **ARTICLE IV POWERS OF THE AUTHORITY**

**Section 4.1. General Powers.** In the manner provided herein, the Authority shall exercise the powers common to each Member Agency as authorized by the Constitution and laws of the State of California. As authorized by the Act, the Authority shall be a public entity separate and distinct from the Member Agencies. The Authority shall have the power to finance, acquire, construct, manage, maintain, and operate the Joint Facilities. The Authority shall have all of the powers provided in Article 2 and Article 4 of the Act, unless specifically prohibited or restricted by this Agreement.

**Section 4.2. Specific Powers.** The Authority is hereby authorized to do all of the following:

**Section 4.2.1.** Until such time that the Authority is fiscally able to hire an Executive Director and direct employees, any Member Agency may serve as the Lead Agency as determined by the Board of Directors. Services shall include the hiring and management of staff; the construction, management, maintenance, and operation of the Joint Facility; and, the provision of animal control services as set forth in Exhibit A. Any modification in Exhibit A, the list of services provided, requires a five sixths (5/6) vote of the Board of Directors.

**Section 4.2.2.** The overhead cost for management services shall not exceed ten percent (10%) of total operating costs net of revenues and excluding Capital expenditures. For the purposes of this section, the overhead cost for management services shall include all of the following:

- 1) Administrative supervisory personnel not directly part of the animal control function;
- 2) Human Resources services common to all jurisdictional functions, including but not limited to, records, recruitment, and general employee training;
- 3) Financial services common to all jurisdictional functions, including but not limited to, cash handling, purchasing, records, budgeting assistance, budget tracking, expenditures, contract administration, year-end audits, and reports;
- 4) Dispatching services;

For the purposes of this section, the overhead cost for management services shall not include any of the following:

- 1) Payouts for claims and/or lawsuits;
- 2) Insurance for Board Members;
- 3) Liability insurance which will be prorata based upon payroll and experience;
- 4) Worker Compensation expenses which will be five percent (5%) or the actual cost spread over five years whichever is greater;
- 5) Vehicle maintenance, replacement and acquisition;
- 6) Computer maintenance, replacement, repair and acquisition;
- 7) Software acquisition and license agreements unique to Animal Control Services;
- 8) Animal licensing;
- 9) Annual Independent audits; and,
- 10) Facility design, project management, and any cost related to construction.

**Section 4.2.3.** To make and enter into agreements in the name of the Authority within the limitations established by the Authority budget;

**Section 4.2.4.** At such time that the Authority is fiscally able, to employ agents or employees;

**Section 4.2.5.** To acquire, construct, manage, maintain, operate, hold and convey real and personal property, including leasehold interests;

**Section 4.2.6.** To incur debts, liabilities and/or obligations subject to the provisions of this Agreement, provided that no debt, liability or obligation shall constitute a debt, liability or obligation of any Member Agency;

**Section 4.2.7.** To participate in joint projects and cooperate with other agencies, counties, and local public and/or nonprofit groups;

**Section 4.2.8.** To apply for and accept grants, loans, or contributions from any public or private agency or individual, or the United States, the State of California or any department, instrumentality or agency thereof, for the purposed of financing the activities of the Authority;

**Section 4.2.9.** To sue or be sued, in its own name, but not in the name or stead of any Member Agency;



**Section 4.2.10.** To manage and invest, pursuant to Section 6505.5 of the Act, those funds not needed to fulfill the immediate needs of the Authority, as deemed advisable by the Authority in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the California Government Code;

**Section 4.2.11.** To carry out and enforce all the provisions of this Agreement.

**Section 4.3. Bonds.** The Authority shall have all of the powers provided in Article 4 of the Act, including the power to issue Bonds under the Bond Law.

## **ARTICLE V METHODS OF PROCEDURE**

**Section 5.1. Delegation of Powers.** Each Member Agency hereby delegates to the Authority, the following: 1) the power to purchase, maintain, operate, and manage, any animal control equipment, resources, and/or real property acquired by, or provided to, the Authority, including the future site of the new animal control facility; and, 2) the power to employ, contract for, or otherwise acquire the necessary personnel to fulfill the obligations of the Authority under the terms of this Agreement.

**Section 5.2. Joint Maintenance and Operation Fund.** The Board of Directors shall establish a joint, interest bearing, maintenance and operation fund (hereinafter referred to as the "Operating Fund") which The Authority shall use to pay all administrative and operational expenses of the Authority and the maintenance and operation costs of the Joint Facilities. Each of the Member Agencies shall pay into said operating Fund, its proportionate share of the annually budgeted maintenance and operation costs, computed in accordance with the provisions of Section 6.3 of this Agreement.

**Section 5.3. Capital Acquisition, Improvement and Replacement Fund.** The Board of Directors may, at its discretion, create an interest bearing capital acquisition and replacement fund (hereinafter referred to as the "Capital Fund") which shall be used for any of the following purposes: 1) the acquisition and/or construction of the Joint Facilities; 2) the improvement or replacement of any other capital improvement owned or controlled by the Authority; or, 3) the acquisition or replacement of capital equipment and property of the Authority. Each Member Agency shall annually pay into said Capital Fund, its proportionate share of capital costs.

## **ARTICLE VI BUDGET: MAINTENANCE, OPERATIONAL, AND OTHER COSTS**

**Section 6.1. Annual Budget.** Annually, The Board of Directors shall adopt a preliminary budget for maintenance and operation costs, capital costs, costs of special services, and debt service payments, prior to March 1 of each year and shall adopt a final budget prior to June 30 of each year.

**Section 6.1.1.** Prior to the Board of Directors adopting a final budget, Each Member Agency shall approve and authorize the contribution of its proportional share of the total preliminary budget, as set forth in Section 6.3.

**Section 6.2. Records and Accounts.** The Authority shall keep detailed books of account which shall set forth the capital costs; costs of special services and maintenance; operation costs of the Joint Facilities and the provision of the Animal Control Services; and, all financial transactions of the Member Agencies relating to the Joint Facilities and the provision of the Animal Control Services. Said books of accounts shall also include any costs, expenses, or charges paid, or to be paid by, each of the Member Agencies and shall be open to inspection in accordance with the provisions of Section 3.3 of this Agreement.

**Section 6.3. Allocation of Costs and Expenses**

**Section 6.3.1 Annual Estimate.** prior to April 1 of each year, the Authority shall promptly furnish to each of the Member Agencies, an estimate of the total annual maintenance and operation costs, capital costs, costs of special services, and debt service payments.

**Section 6.3.2. Operating Costs.** The percentage of Operating Costs to be borne by each Member Agency shall be determined by the Board of Directors on or before April 1 of each year and any changes thereto shall require a five sixths (5/6) vote of the Board of Directors.

**Section 6.3.2.1. Member Agency Payments.** Member Agency payments shall be calculated upon the total operating expenses less the net revenue generated from the issuance of licenses and the payment of fees. The actual method adopted by the Board of Directors shall be incorporated into, and made a part of, the Authority Operational Plan which must be passed by a five sixths (5/6) vote of the Board of Directors.

**Section 6.3.3. Capital Acquisition Costs, Costs of Special Services.** The costs associated with the acquisition of new equipment, the construction of new facilities, and, the procurement of special services which are not financed by the Authority shall be borne proportionately by each Member Agency in the Fiscal year in which the cost is incurred, or as determined by the Board of Directors. The percentages established in Section 6.3.2 above, shall be used to calculate the proportionate share of each Member Agency.

**Section 6.3.4. Capital Improvements – Construction of New Joint Facility.** The Authority shall cause to be constructed, with the County of Sutter acting as Lead Agency, on land donated by the County of Sutter and water/sewer hook-up donated by the City of Yuba City, an animal shelter of sufficient size and capacity to accommodate the current and projected needs of the Member Agencies. Subject to the reimbursement provisions set forth herein, the land and improvements shall be owned by the Authority. Each Member Agency shall retain the right to use its proportionate share of the Joint Facility.

Section 6.3.4.1. In the Fiscal Year in which construction begins, each Member Agency will pay its proportionate share of the total cost of construction into the Capital Fund. The Authority shall use these funds to pay construction costs as they are incurred. The total cost of construction shall be the total capitalized costs, which shall consist of those costs and expenses typically reflected in identifying total project costs, including without limitation, design, construction and construction management fees, equipment, furnishings, permits, fees, and all project costs in the adopted project budget. The percentages established in Section 6.3.2.1 above, shall be used to calculate the proportionate share of each Member Agency. The design costs previously paid by the County of Sutter, and any interest thereon, shall be included in the total cost of construction and the County of Sutter shall be entitled to an offset in that amount against its proportionate share of the total cost of construction.

Section 6.3.4.2. The total capitalized cost (which shall include administrative, engineering, architectural, design, inspection, construction and site development costs) allocable to the Authority for construction of the new animal shelter shall not exceed \$4,500,000. If, at any time prior to or during the project, the anticipated total capitalized cost exceeds \$4,500,000, the Member Agencies agree to work together to either approve an amended project budget or redesign the project to reduce its cost.

Section 6.3.5. **Insurance Costs.** The premiums for the insurance policies described in Section 3.9 above, shall be apportioned annually among the Member Agencies using the percentages established in Section 6.3.2.1 above.

Section 6.3.6. **Uninsured or Underinsured Claims.** Costs associated with claims not covered by insurance or which exceed the limits of any applicable policy of insurance, shall be apportioned between the Member Agencies using the percentages established in Section 6.2.2.1 for the year in which the claim was filed. For the purposes of this section, "costs" shall include all losses, costs, damages, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in the connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any such claim.

Section 6.4. **Payment of Costs.** Beginning on the Effective Date of this Agreement, and quarterly thereafter for each Fiscal Year, each Member Agency agrees to pay the Authority its proportional quarterly share of the total estimated annual costs and expenses as set forth in Section 6.3, above.

Section 6.4.1. Prior to the Effective Date of this Agreement, each Member Agency shall be provided with a calculation of their proportionate share of the total anticipated maintenance and operation costs, capital costs, costs of special services, and debt service payments for the 2011-2012 fiscal year. Prior to January 1, 2013, and each year thereafter, a true-up calculation shall be performed wherein the actual expenditures incurred will be compared to the amounts paid by Member Agencies. Any overpayment shall be credited in a manner determined by the Board of

Directors. The amount of any underpayment shall be added to the Member Agency's January 1, payment.

**Section 6.5. Sources of Funds.** Each Member Agency shall have discretion to pay the amounts due and owing under the terms of this Agreement from any source legally available to that Member Agency for such purpose.

**Section 6.6. Level of Services and Charges to Member Agencies.** Each Member Agency may contract with the Authority for a level of service which is greater than that described in Exhibit "A" to this Agreement. Any Member Agency electing to receive a higher level of service shall pay the contribution set forth in Section 6.3 together with an additional amount, as established by the Board of Directors, which is sufficient to cover all additional costs incurred or encumbered by the Authority in the provision of those additional services. In no event shall any other Member Agency be required to bear the financial burden of any additional services provided in accordance with this provision.

## **ARTICLE VII ENFORCEMENT**

**Section 7.1. Enforcement by Authority.** The Authority is hereby authorized to take any and all legal and/or equitable actions on behalf of the Authority, including but not limited to, the seeking of an injunction or specific performance, necessary or permitted by law to enforce this Agreement.

## **ARTICLE VIII WITHDRAWAL OF A MEMBER AGENCY**

**Section 8.1. Continuation of Agreement.** Notwithstanding the provisions of Section 9.1, each Member Agency agrees that the withdrawal of a Member Agency pursuant to the provisions of this Agreement shall not result in the termination of this Agreement or otherwise affect the ability of the Board of Directors or the remaining Member Agencies to carry out and fulfill the purposes of this Agreement provided that two or more Member Agencies continue to participate. If, however, the withdrawal results in only one Member Agency continuing to participate, this Agreement shall be deemed to be terminated by mutual agreement and the provisions of Article IX shall apply.

**Section 8.2. Withdrawal.** A Member Agency may withdraw from the Authority by providing written notice thereof to the Authority. The withdrawal shall become effective on the first day of the fiscal year which is at least six (6) months after service of the notice of withdrawal. Except as provided in **Section 8.1** above, the Withdrawal shall in no way affect the rights or obligations of the remaining Member Agencies nor shall it relieve the withdrawing Member Agency of its obligation to pay any amounts due and owing under the terms of this Agreement. In the event that Bonds have been issued, the withdrawing Member Agency shall remain liable for the payment of its proportional share of those Bonds and any interest thereon. Each Member Agency shall retain the right to use its proportionate share of the Joint Facility.

**Section 8.3. Waiver of Distribution Upon Withdrawal.** Subject to the limitations contained in Section 9.1 below, withdrawal from the Authority shall constitute a waiver of any right which that Member Agency may have to any of the Assets or Cash Reserves of the Authority. Any Member Agency which has withdrawn from the Authority shall likewise waive its right to the distribution of any of the Assets or Cash Reserves of the Authority occasioned by the subsequent dissolution of the Authority.

**ARTICLE IX  
TERMINATION OF THE AGREEMENT AND  
DISSOLUTION OF THE AUTHORITY**

**Section 9.1. Termination.** The Member Agencies may mutually agree to terminate This Agreement and dissolve the Authority at any time. Upon termination of this Agreement, the debts and obligations of the Authority shall be divided between the Member Agencies based upon the percentages set forth in Section 9.3.

**Section 9.2. Effective Date of Termination.** The termination of this Agreement shall become effective on the first day of the fiscal year which is at least twelve (12) months after the notice of withdrawal under Section 8.1 or the submission of a written notice of termination submitted to the Board of Directors which has been approved by all of the legislative Bodies of the current Member Agencies.

**Section 9.3. Disposition of Assets.** On the effective date of the termination, the Authority shall be dissolved and each current Member Agency shall, within a reasonable time, receive its proportionate share of the assets of the Authority and contribute its proportionate or otherwise defined share toward the discharge of any enforceable liabilities incurred by the authority as the same appear on the books of the Authority.

**Section 9.3.1.** Upon the termination of this Agreement, any assets acquired by the Authority during the period of its existence, which are still on hand, and all unencumbered cash reserves (collectively, "Assets and Cash Reserves") shall be distributed to the current Member Agencies in the following manner: The total amount of maintenance and operating costs paid by each current Member Agency into the Operating Fund during the entire existence of the Authority shall be added together and the percentage which each Agency's total bears to the whole shall be determined. (For any Member Agency which has withdrawn prior to termination of the agreement, the amounts paid by that Member Agency shall be equally divided between the remaining Member Agencies.) The Assets and Cash Reserves shall be divided among the current Member Agencies based upon the above percentage, based on appraised value of the assets as of the effective date of the termination.

**Section 9.3.2.** The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to the member Agencies after discharge of all enforceable liabilities.

**Section 9.3.3.** In the event the current Member Agencies cannot agree upon an appropriate distribution, the City Managers and County Administrative Officers of all current Member Agencies,

or their respective designees, shall meet promptly for the purpose of developing a method for distributing the Assets and Cash Reserves among the current Member Agencies.

**Section 9.4. Winding Up of the Authority.** Following dissolution, the Authority shall remain in existence for the sole purpose of winding up the Authority's affairs which shall include, but shall not be limited to, the distribution of the Assets and Cash Reserves and the closing out of business and account.

## ARTICLE X MISCELLANEOUS

**Section 10.1. Section Headings.** All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing language in the section referred to or to define or limit the scope of any provision of this Agreement.

**Section 10.2. Consent.** Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

**Section 10.3. Law Governing.** This Agreement is made under the provisions of the California Constitution and laws of the State of California and shall be so construed.

**Section 10.4. Amendments.** This Agreement may be amended at any time, except as limited by bond covenants, if any. All amendments to the Agreement must be in writing and must be approved by a five sixths (5/6) vote of the Board of Directors and approved by the Legislative Bodies of the Member Agencies prior to becoming effective.

**Section 10.5. Severability.** In the event that any provision of this Agreement is determined to be illegal or invalid for any reason, all other provisions and articles of this Agreement shall remain in full force and effect unless and until otherwise determined. The illegality of any provision of this Agreement shall in no way affect the legality and enforceability of any other provisions of this Agreement.

**Section 10.6. Successors.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective member Agencies. No Member Agency may assign any right or obligation hereunder without the express written consent of the other Member Agencies.

**Section 10.7. Notice.** Any notice required to be given or delivered by any provision of this agreement shall be personally delivered or deposited in the U.S. mail, postage prepaid, addressed to the Authority and to the Member Agencies at their addresses as reflected in the records of the Authority, and shall be deemed to have been received by the party to which the notice is addressed upon the earlier of receipt or 72 hours after mailing.

**Section 10.8. Counterpart Execution.** This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

- -Signatures on Following Pages -

DRAFT

**JOINT POWERS AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**COUNTY OF SUTTER**

By: \_\_\_\_\_  
James Gallagher., Chairman  
Board of Supervisors

ATTEST:  
Clerk of the Board of Supervisors of the  
County of Sutter, State of California

By: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ronald Erickson  
County Counsel



**JOINT POWERS AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**YUBA CITY**

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

John Dukes

Mayor

ATTEST:

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

City Clerk

APPROVED AS TO FORM:

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

City Attorney

**JOINT POWERS AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**CITY OF LIVE OAK**

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

Gary Baland

Mayor

ATTEST:

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

City Clerk

APPROVED AS TO FORM:

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

City Attorney

I. Field Services

A. Stray Animal calls are handled according to procedures outlined in "Field Procedures – Impound/Stray Confinement"

- 1. Impound
- 2. Identification
- 3. Return – if possible

a) Shelter – owner must

- (1) Physically identify animal
- (2) Pay all fines/fees or;
- (3) Receive a citation - agree to a repayment plan
- (4) Purchase a license if none on record
- (5) Show proof of rabies vaccination

b) Field - owner must

- (1) Physically identify animal
- (2) Receive a notice of violation
- (3) May receive a citation for violation
- (4) Purchase a license if none and show proof of rabies vaccination at the shelter

c) Livestock

- (1) Physically identify the animal
- (2) Recover and confine the animal
- (3) Issue a notice of violation
- (4) May receive a citation if the livestock is running at large

B. Dead Animal identification

- 1. Located, removed and recorded
- 2. Locate and notify an owner

C. Emergency Services Agency Assistance are handled according to procedures outlined in "Field Procedures – Call Priority and Patrol"

D. Nuisance Animal Issues and Assistance

- 1. Call response priority is handled according to procedures outlined in "Field Procedures – Call Priority"

a) Priority one calls:

- (1) Immediate threat to public health or safety
- (2) Serious injury or extreme suffering
- (3) Types of Priority one calls
  - Injured animals
  - Animals creating hazards
  - Vicious animals
  - Live animals on highways or freeways
  - Livestock on roadways
  - Calls for assistance from law enforcement and fire

- b) *Priority two calls*
  - (1) No immediate threat to the health and or safety of persons
  - (2) Require a response within a reasonable time frame
  - (3) Types of Priority two calls
    - Distressed animals
    - Confined stray animals
    - Rabies investigation follow-up (requested by environmental health)
    - Female animals in season
    - Deceased animals
    - Possible cruelty to animals (Calif. Penal Code 597).

- c) *Priority three calls*
  - (1) Routine in nature
  - (2) Not subject to unnecessary delay
  - (3) Types of Priority three calls
    - *Leash law violations*
    - *Barking dog complaints*
    - *Public relations calls and appearance*

2. Investigations

- a) *Animal bites*
- b) *Dogs-at-large and animals-at-large*
- c) *Animal nuisances*
- d) *Cruelty cases*
- e) *Vicious and dangerous dogs*

3. Citation/Impoundments

4. Follow up legal services

- a) *Legal or civil case questions - referred to legal counsel for direction.*
- b) *Citations - processed through the County Court traffic division for prosecution*
- c) *Formal complaints - prepared and submitted to the District Attorney's Office*

5. Animal Traps

- a) *Public calls shelter - requests to be placed on the animal trap waiting list*
- b) *Public must come pick up trap(s)*
- c) *No initial charge*
- d) *Public allowed use for 7 to 10 days*
- e) *Late fee is charged after 10 days*
- f) *Charge for replacement of damaged or missing trap(s)*
- g) *Return date is noted on trap agreement*

E. Vicious Animal Complaints and Services

1. Investigations

*Animal bites are handled according to procedures outlined in "Field Procedures – Animal Bites and Bite Procedures".*

*Bite Report:*

- a) *Locating all parties involved*
  - b) *Placing the biting animal(s) in quarantine to ensure no rabies transmission to the victim*
    - (1) For home quarantine, exposure is restricted to the caregiver of the animal
    - (2) Standard quarantine period - 10 days
    - (3) May be 30 days
    - (4) As long as 6 months
  - c) *Citation issued or formal complaint initiated if a violation has occurred*
2. "Potentially dangerous" or "vicious dogs" are processed according to procedures outlined in "Field Procedures – Enforcement of Laws and Potential Dangerous Dogs and Vicious Dogs"
- a) *Defined by the Penal Code*
  - b) *Determined by court action*
  - c) *Case of facts prepared by an Animal Control Officer*
  - d) *Processed as a civil action in court*
3. Citation/ Formal Complaints are handled according to Animal Control Policies and Procedures – "Field Procedures – Enforcement of Laws/Citations and Reports/Records"
- a) *Common formal complaints*
    - (1) Excessive barking
    - (2) Chronic leash law violations
    - (3) Animals trespassing and/or defecating on a complainant's property
  - b) *Three steps before the Formal Complaint can be filed at the District Attorney's Office*
    - (1) Step 1 - Notice of Complaint issued to the dog owner
      - *Explanation - owner must control their animal's behavior at all times*
      - *License check done on all dogs on property*
      - *Complainant can opt to be anonymous*
    - (2) Step 2 - same as the first except:
      - *Complainant cannot be anonymous*
      - *Pre sign the Notice of Complaint prior to an Officer working the complaint*

- *Instructed if the second complaint does not resolved the disturbance, they are to make documentation of any disturbing barking, dates, times, contact with the dog owner etc.*

(3) Step 3 -

- *Complainant turn in a written statement with documentation*
- *A neighbor's statement is required*
- *Officer will compile Animal Control's supporting documents*
- *Submit the complaint to the District Attorney*

F. Wild Animal Services

1. Feral cats are processed the same as stray cats
2. Snakes reported as a hazard considered emergency call
  - a) *Non-venomous snakes – captured, removed, and released*
  - b) *Venomous snakes are dispatched, removed and disposed of*
3. Rats, bats and other animal vector reports from the public referred to a pest control service
4. All other wild animal calls are responded to as needed
5. Disposal/Disposition
  - a) *Animal Control Officers responsible for removal of deceased animals from public right of ways*
  - b) *All obvious remains of animal are removed from the scene*
6. All wild animal calls are logged in system
7. Large Animals

If animal's size requires more than one Officer to pick it up, animal will be moved safely off roadway until adequate "manpower" or equipment is available

G. Education

1. Community Groups and Schools
2. Service Workers safety training is provided upon request Community promotions, PR and special events

II. Shelter Services

A. Animal Intake and Animal Surrenders are performed in accordance with Animal Control Policies and Procedures "Kennel Procedures – Receiving and Sheltering Animals"

1. Screening, testing and processing Animal intakes
  - a) *Animal brought in by Officer*
  - b) *Animal brought to shelter by citizen*
2. All animal intakes are:

- a) *Scanned for a micro chip*
  - b) *Photographed for the impound record*
  - c) *Assessed by staff for possible medical conditions or behavioral problems*
3. Segregation and housing
- a) *Dogs segregated according to age, size and sex*
  - b) *Smaller dogs kenneled in heated rooms*
  - c) *Cats housed in Cat or Observation Rooms*
  - d) *Cats kept separate from dogs*
  - e) *Female cats with babies housed by themselves*
4. Animal Quarantine is performed in accordance with Animal Control Policies and Procedures "Kennel Procedures – Quarantine"
5. Animal Assessment is performed according to Animal Control Policies and Procedures "Kennel Procedures – Receiving and Sheltering Animals"
6. Animal care and feeding is performed according to Animal Control Policies and Procedures "Kennel Procedures – Feeding Watering and Grooming"
7. Kennel/animal areas are cleaned daily according to Animal Control Policies and Procedures "Kennel Procedures - Cleaning"
8. Movement of animals
- a) *Animals moved to different kennels when aggressive, ill, injured, or about to give birth*
  - b) *Movement monitored by Kennel Assistant/Officer*
9. Disposal of animals is performed according to Animal Control Policies and Procedures
10. Shelter Cleaning and Maintenance of Building are performed in accordance with Animal Control Policies and Procedures "Kennel Procedures – Grounds and Building Maintenance"
11. Adoptions
- a) *Adoption availability determined by intake date according to Animal Control Policies and Procedures "Kennel Procedures – Receiving and Sheltering Animals"*
  - b) *Client/animal interaction*
    - (1) The public is able to interact with the cats inside closed cat room with Kennel Assistant available to assist.
    - (2) Dogs may be taken out by the Kennel Assistant on a leash. The citizen may walk and interact with dog

### III. Medical and Veterinary Services

- A. Animal Evaluations are performed according to procedures outlined in "Kennel Procedures - Receiving and Sheltering Animals"

1. Examination and testing
  - a) *Animals examined upon intake*
  - b) *Aggressive or feral animals kenneled for adjustment period prior to examination*
  - c) *Sick animals housed separately*
  - d) *Sick or injured animals examined for veterinarian care determination*

- 2. Treatment  
Animals treated at veterinarian or upon direction of veterinarian
- 3. Euthanasia is performed according to procedures outlined in "Kennel Procedures - Euthanasia"
- 4. Quarantine of animals is performed according to procedures outlined in "Kennel Procedures - Quarantine". Animals involved in bites with humans, or other animals, are required to be quarantined in the shelter or at home
  - a) *Observed twice daily by the Kennel Assistant/Officer*
  - b) *Checked periodically throughout the day*
- 5. Issue certifications
  - a) *Animal Control issues licensing certificates*
  - b) *Rabies vaccinations certificates are provided by local veterinarians*
- 6. Records
  - a) *Area veterinarians provide the shelter with records of rabies vaccination certificates*
  - b) *Certificates are collected twice monthly*
  - c) *Staff enters vaccination information into Chameleon*

IV. Administrative Services

A. Supervision

- 1. Personnel actions, evaluations, and daily supervision
- 2. Handled in coordination with Human Resources Department and direct Supervisor
- 3. Annual Performance Evaluations are performed for all Animal Control Staff by their Supervisor
- 4. Daily supervision is provided by the Animal Control Supervisor and/or the Senior Animal Control Officer

B. Interagency and coordination

- 1. Animal Control Supervisor may be required to contact, respond to, and discuss various issues with other agencies
  - a) *Veterinarian services*
  - b) *Animal adoption agencies*
  - c) *Other Animal Control agencies*
  - d) *Law Enforcement*
  - e) *District Attorney*
  - f) *Health Department*
  - g) *AG Commissioner*
- 2. Work schedule coordination
  - a) *The work schedule is prepared monthly*
  - b) *Stand by and on call duties are designated on a rotating schedule*
- 3. Promotion of services and adoptions – The shelter promotes adoptions and provides information to the public:



- a) *At the shelter*
  - b) *In the field*
  - c) *At public events*
4. Policy implementation
- a) *Policies, procedures and memorandums are written and updated as needed and are clearly explained to staff*
  - b) *Staff is expected to abide by and follow all policies, procedures and memorandums*
5. Records
- a) *Animal intakes are recorded by jurisdiction*
  - b) *Field service calls and the dispositions of the calls are recorded by the type of call and by jurisdiction*
6. Dispatch
- a) *Calls for service*
    - (1) *During office hours*
      - *Received by the shelter office*
      - *Recorded*
      - *Dispatched to an Officer for action*
      - *When completed, Officer calls the office to report the call is closed and the results*
      - *Staff records the information*
    - (2) *During non-office hours*
      - *Law Enforcement provides dispatch duties*
      - *On call Officer is notified*
      - *Officer responds according to call priority*
  - b) *Staff is assigned dispatch areas on an "as-needed" basis*

**SIDELETTER AGREEMENT FOR  
THE SUTTER ANIMAL SERVICES AUTHORITY**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of November 2, 2011 by and among the Member Agencies; the County of Sutter, the City of Yuba City, and the City of Live Oak, each of which is a public entity duly organized and existing under the Constitution and other laws of the State of California.

**RECITALS:**

- A. The Sutter Animal Services Authority (Authority) was established using a Joint Powers Agreement approved by each Member Agency above; and
- B. The Board of Directors of the Authority ("Board of Directors") has the right to approve policies regarding provision of Animal Control Services and operation of the Joint Facility for all Member Agencies; and
- C. The Member Agencies agree that the following procedures will be maintained as currently performed until such time as the Board of Directors approves updated procedures.

**Member Agencies Agree as follows:**

**AGREEMENT:**

- 1. **Lead Agency.** The County of Sutter will remain the Lead Agency until such time as the new Joint Facility is completed and ready for occupation. At that time, the City of Yuba City will take over as Lead Agency until such time that the Board of Directors directs a change. The Board of Directors will establish a timeline and procedures for the Lead Agency transition.
- 2. **Budget.** The adopted FY 2011-12 budget will remain in effect until such time that the FY 2012-13 budget is adopted by the Board of Directors as set forth in the JPA document.
  - a. **Overhead Costs.** The overhead/direct charges costs will remain budgeted using the FY 2011-12 method of calculation by Sutter County until such time the City of Yuba City takes over as Lead Agency.
  - b. **Workers Compensation.** The Workers Compensation charges will be allocated using the FY 2011-12 method of allocation by Sutter County until such time the City of Yuba City takes over as Lead Agency.
- 3. **Calculation of Operating Costs.** The procedure for calculation of operating costs will remain on a percentage of human population basis, as currently calculated, for one year after the formation of the Authority. During that year, a time/distance study will be conducted to assist in the determination of the best method to calculate the distribution of operating costs. The Board of Directors will then establish a method for calculation of operating costs which will then be applied to the next fiscal year budget (FY 2013-14).

4. **Revenue Calculation.** The current method of crediting revenue, on a pooled basis, to the operating cost calculations as a net reduction to overall expenses prior to calculating costs for each jurisdiction, will continue until such time as the Board of Directors establishes a new procedure.
5. **Legal Costs.** The cost distribution for legal representation provided by Sutter County's County Counsel, including evidence handling and litigation costs, will continue as part of the current overhead cost through A-87 until such time as the Lead Agency change occurs and the Board of Directors establishes a new method of distribution. The Board will determine how much legal consultation is required for the Board and who will provide this counsel. The distribution methodology must include costs for evidence handling and litigation costs for civil trial cases.
6. **Insurance.** Costs of all insurance will be distributed by Sutter County as currently established in its countywide allocation methodology. The insurance for the Trustees will move to the City of Yuba City as well. Liability Insurance issues will be addressed by the Board of Directors.
7. **Base Level of Service.** The Level of Services will continue as currently provided by Sutter County as outlined in the Exhibit "A" of adopted Joint Powers Agreement, until such time as the Board of Directors develops a new Base Level of Service to be adopted as the new Exhibit "A" of the JPA.
8. **Capital Asset Transfers.** The County of Sutter will develop and maintain a list of Capital Assets. The Board of Directors will develop a plan to transition the assets to the Authority prior to the change of Lead Agency to the City of Yuba City.
9. **Operational Plan.** The policies and procedures and operational plan will remain as currently executed until such time as the Board of Directors develops a new Operational Plan to include, but not be limited to: Base Level of Service, Additional Services and cost/charge for each service, General Policies and Procedures – Field Services, Shelter Services, Barking Dogs, Dead Animal pickup, Licensing procedures, Veterinarian services, Volunteer program, and fees.
10. **Board Appointments and Meetings.** Each Member Agency will appoint two (2) Directors to the Board at the time of approval of this agreement. The first meeting will be set by County of Sutter staff at a time not to exceed 30 days from approval of this agreement by all Member Agencies. The Board of Directors will then determine and set subsequent meetings.

**Counterpart Execution.** This Agreement, or any amendment to this Agreement, may be executed in counterparts, each of which shall be deemed to be an original and said counterparts shall constitute one in the same document which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

- Signatures on Following Pages -

**SIDELETTER AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**COUNTY OF SUTTER**

By: \_\_\_\_\_  
James Gallagher, Chairman  
Board of Supervisors

ATTEST:  
Clerk of the Board of Supervisors of the  
County of Sutter, State of California

By: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ronald Erickson  
County Counsel

**SIDELETTER AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**YUBA CITY**

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

John Dukes  
Mayor

ATTEST:

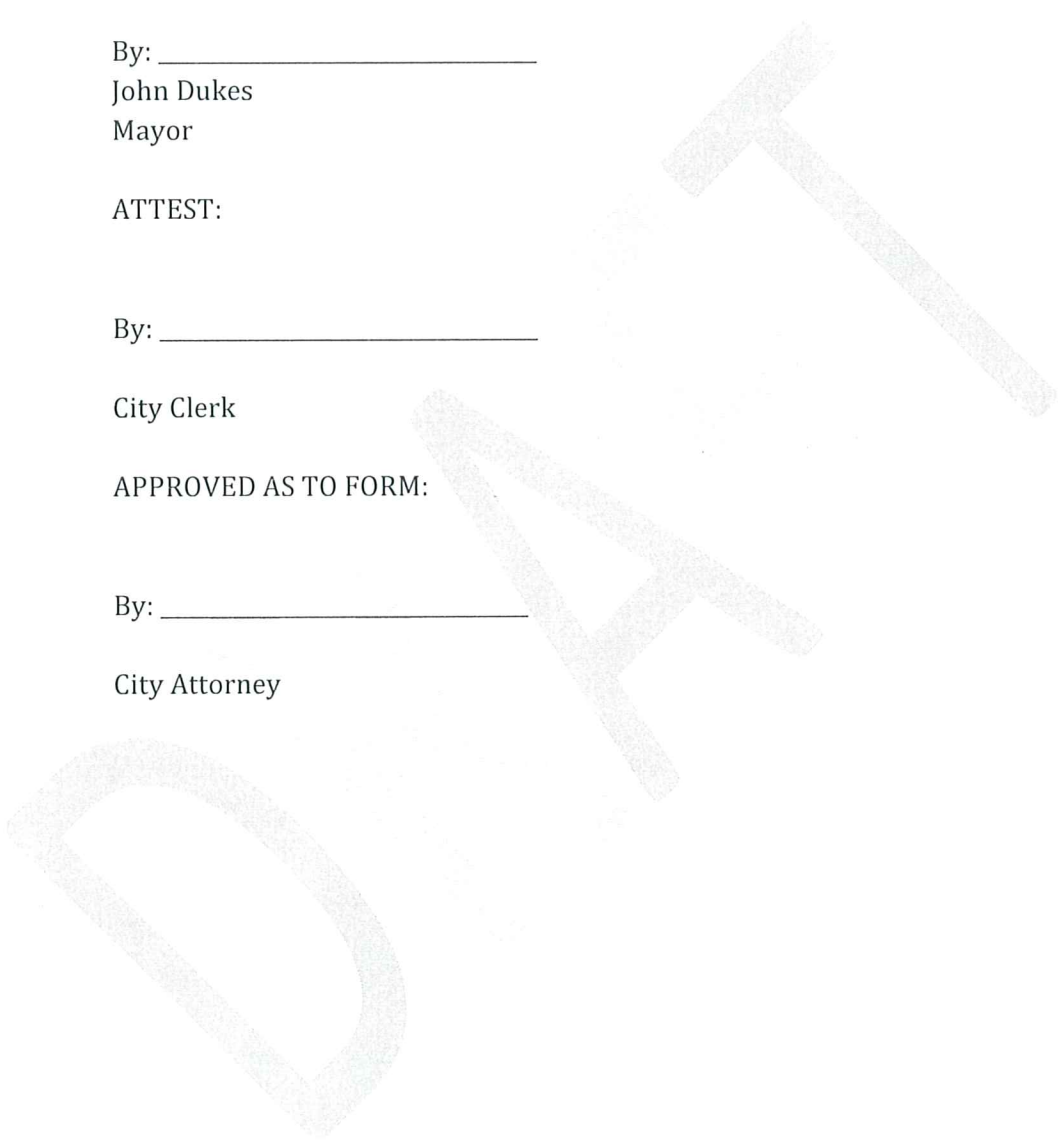
By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

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

City Attorney



**SIDELETTER AGREEMENT  
(Sutter Animal Services Authority)**

Member Agency Approval

**CITY OF LIVE OAK**

By: \_\_\_\_\_  
Gary Baland  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

### 3. First Quarter Budget Report