

**RESOLUTION NO. 2003-11**

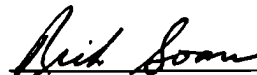
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE  
COUNTY OF SACRAMENTO FOR ANIMAL CONTROL SERVICES TO PROVIDE  
ANIMAL CARE AND REGULATORY SERVICES**

**WHEREAS**, the City of Elk Grove desires to continue to provide animal care and regulatory services; and

**WHEREAS**, the City of Elk Grove has completed negotiations with Sacramento County related to a five year and five month agreement for Animal Control Services.

**NOW, THEREFORE BE IT RESOLVED AND ORDERED**, that the City Council of the City of Elk Grove authorizes the City Manager to enter into a contract with the County of Sacramento for Animal Control Services for the period of February 1, 2003 through June 30, 2008.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove on this 15<sup>th</sup> day of January 2003.



\_\_\_\_\_  
RICK SOARES, MAYOR of the  
CITY OF ELK GROVE

ATTEST:



\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

**AYES:** Soares, Briggs, Cooper  
Scherman, Leary  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None



## **AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ELK GROVE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Elk Grove, a municipal corporation organized and existing under the laws of the State of California ("City").

### **RECITALS:**

**WHEREAS**, the incorporation of the City became effective July 1, 2000; and

**WHEREAS**, pursuant to Government Code Section 57384, the County continued to provide services to the City during the 2000-2001 fiscal year; and

**WHEREAS**, the City and the County subsequently entered into an Interim Agreement under which the County has provided animal control services to the City from July 1, 2001, through the effective date of this Agreement; and

**WHEREAS**, the City and the County now desire to enter into a long-term contractual relationship under which the County will furnish animal control services to the City; and

**WHEREAS**, Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code authorizes the City and the County to enter into a contract under which the County provides animal control services to the City.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the City and the County hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Scope of Services.** Consistent with the dedicated staffing and hours of field services provided for in Section 2(b) below:

(a) The County shall provide the following animal control services within the corporate limits of the City:

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- (i) The regulation and enforcement of laws dealing with domestic animals, including, but not limited to, the licensing of dogs and cats, the issuance of citations for ordinance violations and the quarantine of suspected infectious animals.
- (ii) Support for the prosecution of persons issued citations within the City in the same manner and to the same extent as for comparable citations issued within the unincorporated area of the County.
- (iii) The picking up of abandoned and stray animals.
- (iv) The providing of veterinary medical treatment for all animals picked-up within the limits of the City and impounded at a county maintained facility to the extent warranted by the condition of such animals.
- (v) The impoundment of abandoned and stray animals at an appropriate animal shelter maintained by the County, care for such animals, issuance of appropriate notices relating thereto, and disposal of such animals in the same manner as if the animals were impounded from within the unincorporated area of the County.
- (vi) As a means of preventing the spread of unwanted pets within the City, the conducting of an animal registration, licensing, spay/neuter and educational clinic twice per year within the corporate limits of the City, as directed by the City Manager, or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee).
- (vii) The provision of services for owned animals in the same manner as are provided within the unincorporated area of the County.

(b) Field services within the City shall be provided by a 1.0 FTE Animal Control Officer who shall be assigned exclusively within the corporate limits of the City. Such field services shall be provided on the basis of a 40-hour work week consisting of five 8-hour work days per week or four 10-hour work days per week that shall be scheduled as mutually agreed to by the City Manager and the County Director of Animal Care and Regulation ("Director"), and shall include time necessary to deliver and process animals to the County Animal Shelter, or other facility designated by the City Manager. The dedicated Animal control Officer shall be made available outside the City in the event of an emergency need as determined by the Director and the City Manager. Prior to any such emergency assignment outside the City, the County shall make a reasonable effort to notify the City Manager of the emergency and the need to make the

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dedicated Animal control Officer available outside the City. The City shall not be obligated to pay for the time that the dedicated animal control officer is on an emergency assignment outside the City.

(c) At the written request of the City Manager, the Director, at his/her sole discretion, may provide animal control services within the City in addition to those set forth in subsections (a) and (b) above or in a subsequently approved Service Plan. If the Director determines that it is appropriate to provide such enhanced services and there is sufficient staffing available, the Director may authorize such additional services and the City agrees to pay the County's actual cost, including indirect A-87 costs allocated to the Department of Animal Control and Regulation as part of the County-wide cost allocation plan, of providing such additional animal control services. The County shall invoice the City for any such additional services as part of the quarterly invoice provided for in Section 9 hereof.

**3. Operation of Animal Shelter.** The County shall operate and maintain its animal shelter in a humane manner and keep said premises in a sanitary condition at all times. All services rendered by the County pursuant to this Agreement shall be in accordance with all applicable State statutes and regulations.

**4. Supervision and Labor Agreements.**

(a) The Director of Animal Care and Regulation ("Director") shall have the responsibility for supervision of animal control services, hiring of personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel.

(b) County shall be responsible for negotiating and administering all labor relations agreements and personnel rules and procedures between County and its employees rendering services pursuant to this Agreement.

(c) The City understands that the County is legally obligated to comply with bargaining agreements covering County employees performing services pursuant to this Agreement and, as a result, agrees that the County's performance under this Agreement shall be subject to any such bargaining agreements.

**5. Provision of Labor, Equipment and Supplies.**

(a) The County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to provide the services set forth in Section 2 hereof.



(b) The City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with the City logo. All such items shall be approved by the Director and shall be provided at the City's sole cost and expense.

**6. Employment Status of Personnel.**

(a) Any persons employed by County for the performance of services pursuant to this Agreement shall remain employees of County, shall at all times be under the direction and control of the County, and shall not be considered employees of the City. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to County employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

(b) For the purpose of performing the services provided for in this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an agent of the City while performing such services for City, provided that such services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship established by this subsection, the City shall not be liable for any act or omission of any County officer or employee unless specifically provided elsewhere in this Agreement.

(c) City shall not be liable for the direct payment of any salaries, wages, compensation or other benefits to any County employee performing services pursuant to this Agreement, or for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

**7. City Powers and City Ordinances.**

(a) The City shall maintain in full force and effect during the term of this Agreement an animal control ordinance similar to the provisions found in Title 8 of the Sacramento County Code and other animal control ordinances and resolutions which may be adopted by County's Board of Supervisors, including, but not limited to, the type and amount of fees. This Agreement shall be automatically terminated if the City fails to comply with the foregoing requirement within 120 days after receipt of a written request to do so from the Director. Notwithstanding the foregoing, the City may approve animal-related ordinances different from the County in which case neither the County nor the dedicated animal control officer shall have any responsibility for enforcing such ordinances, unless the Director authorizes the enforcement of any such ordinance pursuant to the procedure set forth in Section 2(b) above.

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(b) It is agreed by the parties hereto that in performing services pursuant to this Agreement, the County shall have all the powers of the City and shall receive the full cooperation and assistance of the City, its officers, agents and employees in enforcing rules, regulations, codes and ordinances of the City pursuant to this Agreement. Except for the ordinance(s) required by section 7(a) above, the City shall be responsible for the validity of its rules, regulations, codes and ordinances, including, but not limited to, any ordinances or codes incorporated by reference in the City's ordinances or code, and City shall defend, hold harmless, and indemnify the County, its officers, agents and employees with respect to any claim or action challenging the validity of any City ordinance or with respect to any claim or action that any citation was issued or other action was taken under an invalid City ordinance.

**8. Compensation For Services.**

(a) In compensation for the services provided to the City by the County pursuant to this Agreement, the City shall pay the County's actual cost, including indirect A-87 costs allocated to the Department of Animal Control and Regulation as part of the County-wide cost allocation plan, of providing to the City those animal control services set forth in Section 2 hereof to the City based on the unit costs set forth in Exhibit "A" hereto.

(b) The unit costs and estimated net cost of services for the period from July 1, 2002, through June 30, 2003, are set forth in Exhibit "A." The estimated net costs represent the County's best estimate of anticipated costs and will be adjusted for billing purposes to reflect the actual services provided by the County. However, in no event shall the City be charged for services in excess of those actually provided as determined by reports from the database maintained by the County. To the extent that a unit cost is not specified in Exhibit "A", the City shall be responsible for paying the County's actual cost of providing a requested service, including indirect A-87 costs allocated to the Department of Animal Control and Regulation as part of the County-wide cost allocation plan.

(c) In support of the City's preparation of its annual budget and as a means of establishing appropriate levels of service for fiscal years subsequent to 2002-03, the Director shall prepare and submit by March 31st of each such year during the term of this Agreement, commencing March 31, 2003, a Service Plan that describes the expected level of animal control services and their estimated cost for the period of July 1 through June 30 of the upcoming fiscal year. The proposed Service Plan will be prepared in consultation with the City Manager. The Director and the City Manager shall use reasonable efforts to reach agreement as to a Service Plan by June 1, of the upcoming fiscal year. The updated Service Plan and the compensation for such services shall be incorporated into this Agreement by means of an amendment to Exhibit "A". In the event of any delay in the adoption of an annual Service Plan and

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estimated cost pursuant to this section, the County is authorized to continue providing services pursuant to the previously adopted Service Plan until such time as a new Service Plan is adopted as set forth above. The City shall continue to pay the County for all costs incurred by County in providing services pursuant to such previously adopted plan.

(d) In the event that the City and the County are unable to agree on an updated Service Plan and the existing Service Plan continues in effect, the County may adjust the rates set forth in such Service Plan to reflect the County's actual cost of providing services under this Agreement. The City shall be provided with written notice of any proposed change in the rates to be charged to the City at least thirty (90) days prior to submittal of the proposed change to the County Board of Supervisors for adoption. During this period, the City shall be afforded the opportunity to review the proposed change with County staff. The City shall thereafter be notified of the adoption of any new rates to be charged to the City and the date upon which such new rates shall become effective. The City shall thereafter have 30 days to terminate the Agreement. If City fails to serve written notice of termination on the County within such 30-day period, the City shall be responsible for paying the new rates as part of its payment of compensation to the County.

**9. Invoices and Payment.**

(a) Compensation by the City to the County for the animal control services rendered under this Agreement shall be paid on a quarterly basis during the term of this Agreement based on the actual net cost of services for each quarterly period as set forth below. The County will bill the City within 30 days after March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>. The period from January 1, 2003, through March 31, 2003, shall constitute the initial quarterly billing period. The final quarterly billing period shall be from March 31, 2008, through June 30, 2008. The City shall remit its payment to the County within 30 days after receipt of the quarterly invoice. The quarterly billing will be on Animal Care and Regulation Department letterhead and will be signed by the Director or his/her representative. If payment is not received by the County within 30 days of its due date, the County may terminate this Agreement with the approval of the Board of Supervisors after first providing the City with written notice of the decision of the Board of Supervisors decision to terminate this Agreement and a 20-day period in which to make the delinquent payment. In addition, the County shall be entitled to recover interest on any balance remaining unpaid for more than 30 days after the due date, calculated at the rate of interest paid by the County's treasury investment pool and pursue all available legal remedies to collect any such delinquency.

(b) The County agrees that the City shall be entitled to any and all revenue from licenses, fees and other animal control activities provided for by the County Code, other City ordinances or resolutions, except that all forfeited spay/neuter

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trust fund deposits shall be made available and used by the County to curb the overpopulation of animals as required by Food and Agricultural Code Sections 30503 and 31751.

**10. Required Reports.**

(a) The County shall furnish the following quarterly reports to the City at the same time as the County submits its quarterly invoice to the City:

(i) Number of animals delivered to the Sacramento County Animal Shelter, or other location designated by the City Manager, from the City from whatever source during the previous quarter.

(ii) Number of animals licensed annually by address in the City during the previous quarter.

(iii) Number of counter services provided to residents of the City by address and name during the previous quarter.

(iv) Number of spay/neuter and adoption animals to residents of the City by address and name during the previous quarter.

(v) Number of vicious dog cases from the City that are referred and adjudicated by Sacramento County Hearing Officers during the previous quarter.

(vi) Number of adoptions to residents of the City by address and name during the previous quarter.

(vii) Number of redemptions by residents of the City by address and name during the previous quarter.

(b) In the event that the County does not submit a quarterly report containing all of the information referenced in items i-vii above, the City shall not be obligated to make that quarterly payment until such time as all of the referenced information has been provided.

**11. Term.** This Agreement shall be effective February 1, 2003, and shall expire as of June 30, 2008, unless terminated earlier pursuant to Section 12 hereof. This Agreement shall supercede the Interim Agreement in its entirety.

**12. Termination.** Either party may terminate this Agreement for any reason and without cause during the term thereof by providing 180-days prior written notice of such termination to the other party. The City may also terminate this Agreement in



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response to the County's adoption of new rates as set forth in Section 9(a) above.

**13. Administration.** The City Manager shall administer this Agreement on behalf of the City and the Director shall administer this Agreement on behalf of the County.

**14. Audit.** The County shall maintain adequate financial records during the term of this Agreement to document its costs of providing animal control services pursuant to this Agreement. Such records shall be made available for inspection and audit by the City upon reasonable notice. Pursuant to Government Code Section 8546.7, the City and the County records shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by the City to the County pursuant to this Agreement. The City and the County shall retain all records relating to the performance of this Agreement for this three (3) year period, except that records pertaining to any audit then in progress, or any claims or litigation, shall be retained beyond such three (3) year period until final resolution of such audit, claim or litigation.

**15. Indemnification.**

(a) The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees, for any dangerous or defective condition of any public street or work or property of the City, or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the condition of any public street or work or property of the City, upon the illegality or unconstitutionality of any City ordinances except for those ordinances and resolutions adopted pursuant to section 7(a) herein, or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense, including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such public street or work or property, such alleged illegality or unconstitutionality of a City ordinance, except those those ordinances and resolutions adopted pursuant to section 7(a) herein or such alleged acts or omissions.

(b) County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to services provided under this Agreement, for property damage, bodily injury or death or any other

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element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

**16. Insurance and Self-Insurance.**

(a) The County shall maintain during the term of this Agreement a program of self-insurance for the workers' compensation and other liabilities arising out of the acts or omissions of the County in providing services pursuant to this Agreement. Except as otherwise specifically provided in this Section, this self-insurance program shall operate and be administered in the same manner as the self-insurance program maintained by the County for its own internal operations.

(b) The County shall be responsible for administering the self-insurance program, including, but not limited to, the provision of claims administration services, investigative services, legal defense services and the payment of settlements and judgments out of the County's self-insurance fund. These services shall be the same as those services provided to County departments participating in the County's self-insurance program. The City shall be responsible for paying its pro rata share of claims administration costs which share shall be calculated using the same methodology as is used to calculate the charge to the Department of Animal Care and Regulation in connection with the animal care and regulation services that it provides within the unincorporated area of the County.

(c) The City shall be responsible for adopting procedures for the settlement of claims and litigation arising out of the services provided under this Agreement. Until such time as the City provides the County with such a written policy, the County shall utilize existing County claims administration procedures except that the authority provided to approve claims and settlements delegated to the County Executive shall rest with the City Manager and the authority of the Board of Supervisors shall rest with the City Council.

(d) The self-insurance program provided for in this Section is applicable to all workers' compensation and liability claims that fall within the scope of the self-insured retention contained in the County's excess insurance coverage. Any workers' compensation and liability claims in excess of this self-retention limit shall be covered by the County's excess insurance coverage. The City shall pay for its share of the County's excess insurance premium for services provided under this Agreement using the same methodology as is used to calculate the charge to the Department of Animal Care and Regulation in connection with the animal care and regulation services that it provides within the unincorporated area of the County.

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(e) Subject to the City's approval, the County may elect to purchase liability and workers' compensation insurance to supplement its self-insurance plan. The City shall be responsible for paying the annual premium cost of any such supplemental insurance so long as such cost is specifically identified in an approved Service Plan. If such supplemental insurance is in effect, the deductible or self-insurance retention component of the supplemental insurance shall be administered as part of the County's self-insurance program and the City shall be responsible for the costs associated with such deductible or self-insurance retention as set forth in subsection (f)(i) of this Section.

(f) The City may choose (with the County's concurrence which will not be unreasonably withheld) to pay the liability and worker's compensation claims expenses in advance of the payment schedule detailed below. However, in order to reduce the financial impact of large losses or changes in claims expenses on any single fiscal year, the County's self-insurance fund has the ability to spread the cost of paid claims and claims administration expenses over a rolling five year period for workers' compensation claims and a rolling seven year period for liability claims. County departments responsible for such claims are allowed to repay the County self-insurance fund for the cost of such claims and administrative expenses over these rolling five and seven year periods. The City and County agree to utilize the same procedure for those claims and administrative costs arising out of the services provided by the County pursuant to this Agreement. This repayment procedure shall operate as set forth in subsections (i)-(v), below.

(i) The County has established a liability fund sufficient to fund the estimated cost of workers' compensation claims and the estimated cost of liability claims, together with associated administrative and legal expenses, ("workers' compensation and liability costs") arising out of the services provided by the County pursuant to this Agreement. Beginning in fiscal year 2004-05, and continuing each fiscal year thereafter, the County will account for the workers' compensation and liability costs incurred by the County in providing services pursuant to this Agreement during each such fiscal year. The City shall reimburse the liability fund for the workers' compensation and liability costs incurred by the County in providing services under this Agreement in each fiscal year during the term of this Agreement over a rolling five year period for workers' compensation claims and a rolling seven year period for liability claims. Within thirty (30) days after the end of each such fiscal year, the County shall provide a report to the City showing the amount of claims paid, and associated administrative and legal expenses incurred, during the preceding fiscal year.

(ii) In fiscal year 2005-06 and each subsequent fiscal year during the term of this Agreement, the City shall be responsible for repaying the liability fund for workers' compensation and liability costs incurred by the County in providing

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services under this Agreement in prior fiscal years consistent with the repayment schedule described in subsection (i) above.

(iii) Upon termination of this Agreement, the City shall be responsible for repaying the liability fund in an amount sufficient to pay all workers' compensation and liability costs that were incurred by the County for services rendered under this Agreement, consistent with the repayment schedule described in subsection (i). Until such amounts are fully repaid, the County shall invoice the City within thirty (30) days after the date of termination, and within thirty (30) days after the end of each subsequent fiscal year, for the amount of outstanding workers' compensation and liability costs, and the City shall remit payment to the County within thirty (30) days of receipt of the invoice.

(iv) The City and County agree that any claims still outstanding at the end of seven (7) fiscal years after the termination of this Agreement shall be reviewed by the County's consulting actuary to determine the ultimate value of the claims. Utilizing the recommendations of the County's consulting actuary, the City and the County shall agree on a final value of any outstanding claims and agree to a final payment for such claims. Upon reaching an agreement for final payment of the claims, the County shall invoice the City within thirty (30) days after agreement is reached and the City shall remit a final payment to the County within thirty (30) days of receipt of invoice. If the City and the County are unable to reach agreement as to the final value of outstanding claims or the final payment for such claims, the parties shall submit the matter to binding arbitration pursuant to the rules and procedures established by the American Arbitration Association.

(v) The County shall remain responsible for administering through its self-insurance program claims arising out of services provided under this Agreement that occurred prior to the termination of the Agreement but were not made until after such termination date.

**17. Assignment.** Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent.

**18. Amendments.** This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties hereto.

**19. Entire Agreement.** This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement

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of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

**20. Construction and Interpretation.** It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

**21. Waiver.** The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

**22. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

**23. Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 17 above.

**24. Notices.** Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after being deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:  
Director of Animal Care and Regulation  
4290 Bradshaw Road  
Sacramento, CA 95827

TO CITY:  
City Manager  
8400 Laguna Springs  
Elk Grove, CA 95758

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day of the year first written above.

CITY OF ELK GROVE, a municipal corporation

Dated: \_\_\_\_\_

By \_\_\_\_\_

Richard Soares, Mayor, City of Elk Grove

(SEAL)

Attest: \_\_\_\_\_

Peggy Jackson, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_

Anthony Manzanetti, City Attorney

COUNTY OF SACRAMENTO, a political  
subdivision of the State of California

Dated: \_\_\_\_\_

By \_\_\_\_\_

Chairperson, Board of Supervisors

(SEAL)

Attest: \_\_\_\_\_

Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy County Counsel

**EXHIBIT "A"**  
**TO AGREEMENT between the County of Sacramento**  
**Hereinafter referred to as "County" and**  
**The City of Elk Grove**  
**Hereinafter referred to as "City"**

**Cost of Services for fiscal year 2002-2003**

Service	Unit Cost	Projected Number	Projected Total Cost
Kennel Services Per Animal	\$ 49.55	2,521	\$ 124,915.55
Licensing (per animal licensed)	\$ 5.37	4,768	\$ 25,604.16
Spay/Neuter/Adoption - per adoption	\$ 60.00	285	\$ 17,100.00
Ongoing re-occurring training	\$ 500.00		\$ 500.00
Vicious Dog Cases - Investigative Staff (per hour)	\$ 44.17	1 cases @ 24 hours per case	\$ 1,060.08
Vicious Dog Case - Administrative Hearing Officer (per case)	\$ 200.00	1 cases @ 24 hours	\$ 200.00
1.0 FTE Field Services Officer (including equipment, truck, overhead, support staff, and absence coverage)	\$ 93,749	1	\$ 93,749.00
Billing is based on actual calls. All calls will be rounded up to the nearest hour.	\$ 54.40	500	\$ 27,200.00
Premium Cost for Liability - Primary	\$ 7,758.00		\$ 7,758.00
Premium Cost for Liability - Excess	\$ 6,635.00		\$ 6,635.00
Premium Cost for Workers Comp - Primary	\$ -		\$ -
Premium Cost for Workers Comp - Excess	\$ 5,098.00		\$ 5,098.00
Claims Cost Recovery Workers Comp.	\$ -		\$ -
Claims Cost Recovery General and Automobile Liability.	\$ -		\$ -
<b>Total Projected Services Cost</b>			<b>\$ 309,819.79</b>

The cost for all services will be the County's actual cost, including indirect A-87 costs allocated to the Department of Animal Care and Regulation as part of the County-wide cost allocation plan for each case.

Any additional services provided by the County at the request of the City of Elk Grove will be reimbursed on the basis of the County's actual cost of providing such additional services, including indirect A-87 costs allocated to the Department of Animal Care and Regulation as part of the County-wide allocation plan.

In the event of an Animal Control Officer being called for emergency services after his/her normal working hours, the County will pay the overtime in his/her regular paycheck and bill the City on the next quarterly bill.

There will be a revenue return to the City of Elk Grove based on a fee return rate of 100 percent of animal license, adoption, and redemption fees as projected below:

<b>Fee collected from city residents</b>
License Fees (estimated)
Adoption Fees (estimated)
Redemption Fees (estimated)
<b>Total Credit</b>

<b>Amount Collected</b>
\$ 70,240.00
\$ 3,445.00
\$ 5,040.00
<b>\$ 78,725.00</b>

<b>Projected Total Base Billing for Elk Grove in FY 2002-2003 is:</b>	<b>\$</b>	<b>309,819.79</b>
<b>Projected Revenue Return to Elk Grove in FY 2002-2003 is:</b>	<b>\$</b>	<b>78,725.00</b>
<b>Projected Total Base Billing for Elk Grove in FY 2002-2003 is:</b>	<b>\$</b>	<b>231,094.79</b>
<b>Projected Total Billing FY 2002-2003 is:</b>	<b>\$</b>	<b>231,094.79</b>