



**Agenda Item B.5**  
**CONSENT CALENDAR**  
**Meeting Date: September 2, 2008**

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**TO:** Mayor and Councilmembers

**FROM:** Daniel Singer, City Manager

**CONTACT:** Vyto Adomaitis, Redevelopment, Neighborhood Services and Public Safety Director

**SUBJECT:** Animal Control Services for FY 2008-09

**RECOMMENDATION:**

Authorize the City Manager to execute an Amendment to the Animal Control Services Agreement between the County of Santa Barbara and the City of Goleta for FY 2008-09.

**BACKGROUND:**

On June 18, 2007, the City Council adopted the Two-Year Budget Plan for Fiscal Year 2007-08 and FY 2008-09. The adopted budget included funding for Animal Control Services in the amount of \$171,091 for FY 2007-08. The City assumed a 2% increase for FY 2008-09, bringing the budgeted amount to \$174,513.

In mid-July, during the period the Council went dark, the County of Santa Barbara provided information and the attached contract amendment to the City. They are requesting an increase for the cost of providing their services resulting in an amended total of \$179,204. The methodology for justifying the revised contract amount is as follows:

“The calculated per capita fee for FY 2008-2009 is \$5.94 (which includes passing on the estimated consumer fee increased revenue to assist with keeping costs to cities as low as possible). Based on Goleta’s population of 30,169 the contract amount for the upcoming year will be \$179,204.

As a note, if the consumer fees are not increased, the per capita fee will be \$6.12 or \$184,634. In essence, by supporting this consumer fee increase, your city’s contract is \$5,430 less.”

Staff is now before the Council requesting authorization for the City Manager to execute the attached amendment to the agreement, including the resultant increase of \$4,691 to the contract service for FY 2008-09.

**DISCUSSION:**

At this time, the City Council is asked to support a one-year contract amendment for Animal Control Services which provides a wide range of services to the City, including: animal vaccination services; veterinary assistance; licensing; public education; animal adoptions; enforcement of animal codes and ordinances and responding to emergency service requests from the public and law enforcement.

In the future, staff is interested in a multi-year amendment to extend the agreement for two years with the County's consent to coincide with the City's next two-year budget cycle.

**FISCAL IMPACTS:**

No additional allocation will be necessary. Staff will cover the additional \$4,691 with savings in other line items.

Prepared By:

Reviewed By:

Approved By:

\_\_\_\_\_  
Vyto Adomaitis  
RDA, NS & Public Safety  
Director

\_\_\_\_\_  
Michelle Greene  
Administrative Services  
Director

\_\_\_\_\_  
Daniel Singer  
City Manager

**ATTACHMENT:**

- 1. Amendment for Animal Control Services Agreement for Fiscal Year 2008-09

# **ATTACHMENT 1**

## **Amendment for Animal Control Services Agreement for FY 2008-09**

**THIRD AMENDMENT FOR FY 2008-09 TO THE  
ANIMAL CONTROL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF SANTA BARBARA  
AND THE CITY OF GOLETA FOR THE  
REGULATION, CONTROL, AND ENFORCEMENT  
OF ANIMAL CONTROL ORDINANCES WITHIN  
THE CITY OF GOLETA**

**THIS IS THE THIRD AMENDMENT TO THE AGREEMENT** (hereafter **Amendment Three**) to the Agreement for Animal Control Services, July 1, 2005, (hereafter **Contract**), made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter **County**), and **City of Goleta** (hereafter **City**.)

Whereas, the parties desire to amend the Contract to extend the term of the Contract and to adjust the compensation payable to County for services performed under the Contract; and

Whereas, this Amendment Three incorporates the terms and conditions set forth in the Contract, the First and Second Amendments, except as modified by this Amendment Three.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **County** and **City** enter into this Amendment Three on July 1, 2008, and hereby agree to amend the Contract as follows:

**Section 1:**

Paragraph III: Annual Fee to City is amended to read in its entirety:

Paragraph III: Annual Fee to City

Between July 1, ~~2007~~ **2008** through June 30, ~~2008~~ **2009**, City shall pay to the County ~~\$171,091~~ **\$179,204** for those services rendered under this Agreement in Section II by County to the City for those animal control services. City agrees to pay County a per capita fee of ~~\$5.68~~ **\$5.94** per year for each City resident. The population count for ~~FY 07-08~~ **FY 08-09** is based on the Department of Finance figures of ~~30,290~~ **30,169**.

**Section 2:**

Paragraph X. Term of Contract is amended to read in its entirety:

Paragraph X. Term of Contract

The term of this contract shall commence on July 1, ~~2007~~ **2008** and end on June 30, ~~2008~~ **2009**, unless sooner extended or terminated, pursuant to Section XI of this agreement. The fee of ~~\$171,091~~ **\$179,204** is valid as the annual contract fee for the period of July 1, ~~2007~~ **2008** through June 30, ~~2008~~ **2009** only. County will contact City prior to July 1, of each successive year in order to set the annual fee for subsequent year.

If the parties have not entered into a new agreement for the services set forth herein to commence after the termination of the Agreement, the agreement shall automatically extend for a period of not to exceed ninety (90) days from its expiration date under the same terms and conditions as are set forth in the Agreement together with CPI increase (based on all urban consumers: Los Angeles, Anaheim, Riverside, etc.) in service charges payable to the County by the City, unless thirty (30) days prior to such expiration date either of the parties notifies the other in writing that such extension is not accepted.

**Section 3: Relationship of Amendment(s) to Original Contract**

All the provisions of the Contract shall continue in effect except as modified by this Amendment Three.

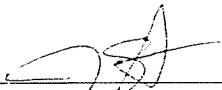
**Section 4:**

In the event of any conflict or inconsistency between the provisions of this Amendment Three and the original Contract, including any amendments thereto, the provisions of this Amendment Three shall control in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Three entered on July 1, 2008, to be executed by their duly authorized officers.

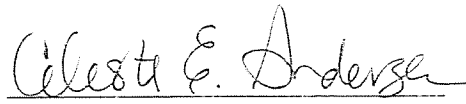
COUNTY OF SANTA BARBARA

COUNTY EXECUTIVE OFFICE  
ON BEHALF OF  
BOARD OF SUPERVISORS

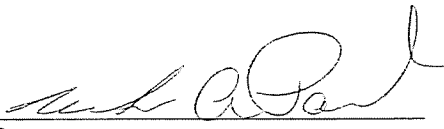
By: \_\_\_\_\_  
County Executive Officer

Date: 7/3/08

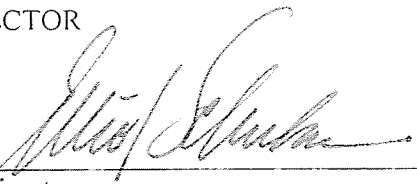
APPROVED AS TO FORM:  
DANIEL J. WALLACE  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

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

PUBLIC HEALTH DEPARTMENT  
ELLIOT SCHULMAN, MD, MPH  
DIRECTOR

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Three entered on July 1, 2008, to be executed by their duly authorized officers.

CITY OF GOLETA

By: \_\_\_\_\_  
Julie Hayward Biggs, City Attorney

By: \_\_\_\_\_  
Daniel Singer, City Manager

By: \_\_\_\_\_  
Michael T. Bennett, City Mayor

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