

AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES
BETWEEN THE CITY OF PALO ALTO AND
THE CITY OF LOS ALTOS

This Agreement for Animal Control and Sheltering Services is made this 1st day of July, 2024, by and between the City of Palo Alto (“Palo Alto”) and the City of Los Altos (“Agency”).

RECITALS

WHEREAS, animal control and sheltering services are required by California law to be provided by incorporated cities; and

WHEREAS, Palo Alto has an established animal control and shelter operation Palo Alto Animal Control (or “PAAC”); and

WHEREAS, Agency has no current facilities or ability to provide those required animal services, and has requested that Palo Alto provide specified animal control and sheltering services, and animal licensing within the jurisdiction of Agency, and for the citizens of Agency; and

WHEREAS, Palo Alto has the capacity to provide such services to Agency as are hereinafter described, and is willing to do so;

WHEREAS, Palo Alto has engaged Pets In Need, a local non-profit animal services group (“PIN”), to operate the animal shelter; and

NOW, THEREFORE, in consideration of the following covenants, terms, and conditions, the parties agree:

SECTION 1: Term

The term of this agreement shall commence on July 1, 2024 and shall terminate on June 30, 2029, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this agreement so long as it is mutually advantageous. Parties agree to meet at least twelve months prior to the scheduled termination hereof and discuss the terms of such extension.

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A. Amendments - Amendments to this Agreement must be in writing and approved by the governing body of Agency and Palo Alto. This is the entire Agreement between the parties and supersedes any prior written or oral agreements.

SECTION 2: Termination by Any Party

If either party fails to perform any duties or obligations imposed by this Agreement and said failure continues for sixty (60) days after written notification by the other, then the non-breaching party may terminate this Agreement immediately after the sixty (60) day period by providing written notice of termination. Either party may terminate this agreement at any time without cause by providing one hundred eighty (180) days written notice of intent to terminate. In any event of termination under this paragraph, Palo Alto shall be paid for all services performed until the date of such termination.

SECTION 3: Advisory Committee

The joint committee shall hereafter be referred to as the Animal Control Task Force (ACTF) consisting of the City Manager of Palo Alto or his designee, the City Manager of Agency or his/her designee, the Superintendent of PAAC, and the City Manager or his/her designee of other cities that contract with Palo Alto to provide animal control and/or sheltering services. The responsibilities of the ACTF shall include but are not limited to:

1. Review existing local animal control ordinances and make recommendations for appropriate changes
2. Assessing licensing program
3. Analyze programmatic complaints by either party or its residents
4. Review revenues and expenditures relating to the program

SECTION 4: Agency Responsibilities

1. Agency hereby designates Palo Alto to perform, on behalf of Agency, all services as agreed to in Exhibit "A" - Scope of Services of this Agreement.
2. Agency hereby designates Palo Alto responsible for its dog license fee collection, including the issuance of administrative citations for municipal code violations. City will remit all license fees to Agency.
3. Agency agrees not to adopt fees inconsistent with Palo Alto's schedule for animal related fees during the term of the agreement.
4. Agency shall implement its own locally enacted provisions for administrative remedies with respect to impoundment, nuisance abatement of dangerous animals and other similar circumstances; provided, however, that Palo Alto will assist and respond when requested by Agency, as set forth in Exhibit "A" of this Agreement.
5. Agency agrees that it will remain responsible for arranging and conducting hearings under its Dangerous Animal Ordinances, including but not limited to, providing Hearing Officers and a location for such hearings. Alternatively, Agency may request Palo Alto to provide Hearing Officers and a location for such hearings, and Palo Alto may provide as such upon mutual agreement and resource availability. The cost of these hearings shall be borne by the animal owner; however, in the event Agency is unable to collect these costs from the animal owner; Agency shall be responsible for these costs.

6. Agency agrees that it shall remain solely responsible for the defense of any appeal of any decision rendered by the Hearing Officer or from any Court judgment based on claims, actions or appeals resulting from Dangerous Animal designations made under Agency's Ordinances.
7. Agency agrees to honor any dangerous animal designation issued by another partner agency and enforce its laws accordingly.
8. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
9. Agency shall be primarily responsible for the investigation and appropriate enforcement action to be taken in substantiated cases of animal cruelty, abuse, etc., under Section 597.1 of the California Penal Code.
10. Agency reports shall include description of the animal, location it was found, reporting party information and any other relevant information that would assist Palo Alto's Animal Control Officers with the disposition of the animal. The report shall be provided to Palo Alto's Animal Control Officers staff at pick up. If the animal is released from Agency, the report shall be sent to Palo Alto's Animal Control Officers by the end of the work day.
11. As unanticipated events occur in Agency cities, PAAC may be required to contract with outside vendors to provide services that are above and beyond the scope of services and/or the capabilities of PAAC personnel. After consultation and agreement of services with Agency, Agency will be responsible for the cost of vendor services.

SECTION 5: Compensation

1. The purpose of this Section is to equitably divide the actual costs of providing animal control and sheltering services to Agency. The costs to provide these services are based on the actual program costs for the Palo Alto Animal Shelter and Animal Control Services Division each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
 - a. August 1 – Palo Alto will provide Agency with cost for previous fiscal year. Payments are due to Palo Alto by September 15 of each year.

Payments shall be sent to:
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301
3. Agency agrees to pay its percentage of actual program costs for the Palo Alto Animal Shelter and Animal Control Services Divisions each fiscal year. The City of Palo Alto will provide the Agency with the **actual** percentage to be invoiced for the previous fiscal year (July 1st - June 30th) by August 1st of each year.

Agency's payment for service is based on 1) Agency's proportionate use of shelter services over the period listed above and 2) Palo Alto's total costs for animal control and

shelter services. The annual cost to the Agency is anticipated to be \$326,000 in Fiscal Year 2025 based on 15.5% of total costs (Fiscal Year 2023 actuals) and is not expected to exceed \$400,000 in any year.

4. PIN will retain all boarding and impound fees. Palo Alto will retain impound fees (in some situations), quarantine, penalty, and miscellaneous fees.
5. Any payments not received on or before the due date shall accrue interest between the due date and date of receipt. Interest shall be based on the prevailing rate of return earned by Palo Alto's investments during that period.
6. In the event of early termination of this Agreement, in accordance with Section 2 of the Agreement, Palo Alto shall bill Agency a proportional amount of the quarterly payment that covers the quarter during which such termination is effective.
7. Any unforeseen changes in State requirements relating to the care and housing of animals shall be the fiscal responsibility of Agency once implemented by Palo Alto based on Agency's animals handled.

SECTION 6: Indemnification and Hold Harmless

Agency expressly agrees to indemnify and hold harmless Palo Alto, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Agency's negligent or willful misconduct in the performance of this Agreement.

Palo Alto expressly agrees to indemnify and hold harmless Agency, its officers, agents, employees and servants from all demands, claims, liabilities, losses, charges, costs, or damages caused by or arising out of Palo Alto's negligent or willful misconduct in the performance of this Agreement.

SECTION 7: Notices

All notices shall be submitted, in writing, and sent by the United States Mail, certified and postage prepaid, by private express delivery service, by facsimile transmission followed by delivery of hard copy, or by any other process mutually acceptable to the parties to the addresses stated below or to any other address noticed in writing.

Palo Alto: City of Palo Alto
Director of Community Services
1305 Middlefield Road
Palo Alto, CA 94301

Agency: City of Los Altos
Police Chief
1 North San Antonio Road
Los Altos, CA 94022

SECTION 8: Miscellaneous

1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any changes resulting in Program modifications shall be provided in writing by Palo Alto to Agency and must be agreed upon and accepted by Agency as soon as legislative bodies enact any new or modified regulations regarding animals, their care and housing.
2. Palo Alto shall not be deemed in default on account of any delay or failure to perform any obligations in accordance with Agency laws, the laws of the State of California, the Palo Alto Municipal Code, and the terms of this Agreement, which directly results from an Act of God, including, without limitation, the act of a superior legal authority or an occurrence of nature.
3. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement shall remain in effect.
4. The prevailing party in any action brought to enforce the terms of this Agreement may recover from the other party its reasonable costs and attorneys' fees expended in connection with such an action.

IN WITNESS WHEREOF, the parties have executed this Agreement in Palo Alto, County of Santa Clara, California, on the date first above stated.

CITY OF PALO ALTO

CITY OF LOS ALTOS

City Manager

City Manager

ATTEST:

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Deputy City Attorney

City Attorney

ATTACHMENT: **EXHIBIT "A"** SCOPE OF SERVICES

EXHIBIT “A” Scope of Services

Palo Alto shall provide animal control and sheltering services to Agency as set forth in this Exhibit and in compliance with all related applicable laws of the State of California. Field Services will be provided seven (7) days a week as follows:

Field Services: 9 hours per day

Shelter Services: PIN’s business hours shall be a minimum of six (6) days per week and forty (40) hours per week. PIN shall post the public hours on its website, and inform Palo Alto and Contract Cities in writing of any change in hours. Shelter shall be closed on designated holidays.

SECTION 1: Agency Assist

Palo Alto Animal Control Officer (ACO) while on his/her regular duty shift will:

- Respond to reports of dangerous, aggressive, vicious, and/or attacking animals (domestic or wild).
- Rescue animals in immediate distress.
- Assist Agency staff in the active investigation of animal cruelty, abuse, or neglect incidents. Agency will be responsible for all criminal filings.
- Investigate reports of animal on animal attacks.
- Assist Agency by investigating all excess number of animal and leash law complaints.

If Agency takes enforcement action surrounding an animal violation, Agency may request assistance of ACO to impound animal(s) and provide appropriate care at PAAC during the administrative process.

Agency designates ACO as “Animal Control Officer” as defined in Los Altos Municipal Code Title 5, “Animals” Chapter 5.04 (“Chapter 1”). ACO will serve as primary enforcement of Chapter 5 during Regular Hours and will respond according to availability and severity of the incident. Agency will provide enforcement during other times.

SECTION 2: Field Impound

- ACO will impound animals under special custody situations in accordance with PAAC’s Protective Custody Policy, which would include owner arrest, hospitalization, fire, etc. Agency staff will provide PAAC staff with owner information before the end of Agency staff shift if known to Agency staff.

- Confined, stray domestic animals (including those in rented PAAC/PIN humane traps) shall be picked up during regular hours from both citizens and the Agency.

SECTION 3: Stray Animals

- ACO will respond to reports of, and impound at large or confined, stray animals during regular hours when the owner is not present.
- ACO will pick up and dispose of reported dead stray animals during regular hours.
- Residents from Agency's jurisdiction may bring stray animals to PIN during regular business hours. After hours, animals may be taken to the holding area at Palo Alto Police Department. The following day, ACO will pick up and transport to the shelter for care and housing.
- Stray animals located in Agency's jurisdiction that are taken to the shelter shall be provided care and housing. A lost and found log will be maintained at shelter in an attempt to reunite animals with owners.

SECTION 4: Disposition of Stray or Surrendered Animals

- At the conclusion of any required holding period, stray or surrendered animals may either be placed for adoption or humanely euthanized at PAAC's or PIN's discretion. All animals placed for adoption shall be spayed or neutered, micro-chipped and vaccinated prior to placement.

SECTION 5: Surrenders

- Residents from Agency's jurisdiction may surrender their animal(s) during regular business hours at PIN without an appointment. Residents must provide proof of residency and picture identification at the time of the surrender.
- PAAC provides disposal service for owned, dead animals for a service fee. If owner requests animal to be picked up from their home, there will be an additional fee charged to the animal owner. This service is provided during regular business hours at PAAC and pursuant to the City of Palo Alto's Municipal Fee Schedule

SECTION 6: Bites/Quarantine

- ACO will investigate all animal bite to human incidents, and quarantine or rabies test

the biting animal when required. When a dog on human bite occurs during regular hours or is in progress, ACO will respond and direct the quarantine process per California Health and Safety Code 121575 et seq. ACO will provide a report documenting the quarantine, witness statements and the action of the animal. PAAC will provide the report to the Agency upon request. Agency will be responsible for all criminal filings. For after hour incidents that are not in progress, the Agency will take an initial report and provide PAAC with a copy of the report by the end of the shift.

- PAAC shall provide for the control of rabies through quarantine and testing consistent with the provisions of California Health and Safety Code 121575 et seq. PAAC shall be responsible for filing the Annual report of Local Rabies Control Activities and Statement of Enforcement with the California State Department of Health Services.
- Animal bite on human incidents reported by medical personnel will be accepted and documented by an ACO. PAAC will notify Agency of relevant jurisdiction of the incident for evaluation of criminal filing.
- PIN shall provide one “actual” at cost rabies vaccination clinic in accordance with State law.

SECTION 7: Animal Licensing

- PAAC shall issue and maintain a dog licensing program for Agency including issuing Administrative Citations for licensing violations.
- Dog licenses will be processed at PAAC, by mail, and/or online. PAAC and PIN shall provide the licensing applications to residents.
- PAAC will mail reminder notices prior to the expiration of the dog license.
- Microchip implantation and information will be available at PIN for a fee and a database will be maintained.

SECTION 8: Veterinary Care

- Veterinary care for sick or injured stray animals will be provided.
- The City of Palo Alto shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PIN.

SECTION 9: Wildlife

- ACO will respond to and assess reports of sick, injured, or orphaned wildlife. If impound is necessary, PAAC may euthanize or request PIN arrange for the animals transport to the nearest wildlife rehab center.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company. No service provided by ACOs.
- ACO will assess and may respond to complaints of wildlife presenting a threat to human safety and take appropriate action. Agency will assist upon request from ACO.
- ACO will pick up dead wildlife on public streets/land weighing up to 50 pounds. For animals over 50 pounds, PAAC may contact a designated rendering company for removal. Removal of dead wildlife on private property should be referred to the designated rendering company and associated costs will be the responsibility of the resident