



CITY OF  
**PALO  
ALTO**

**17**

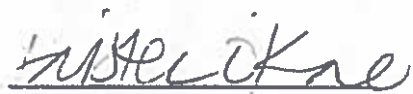
**TO: HONORABLE CITY COUNCIL**

**FROM: KRISTEN O'KANE, DIRECTOR COMMUNITY SERVICES**

**DATE: JUNE 24, 2019**

**SUBJECT: AGENDA ITEM NUMBER 17: Approval of two Revenue Contracts With the City of Los Altos and the Town of Los Altos Hills for the City of Palo Alto to Provide Animal Control and Shelter Services for an Additional Five-year Term**

Attached please find the amended agreement for animal control and shelter services as the City Manager of the Town of Los Altos Hills made a change to the liability clause.

  
Kristen O'Kane  
Director  
Community Services Department

DocuSigned by:  
*Ed Shikada*  
F2DCA19CC8D4F9  
Ed Shikada  
City Manager

**AMENDED AGREEMENT FOR ANIMAL CONTROL AND SHELTERING  
SERVICES  
BETWEEN THE CITY OF PALO ALTO AND  
THE TOWN OF LOS ALTOS HILLS**

This Agreement for Animal Control and Sheltering Services (“Agreement”) is made this 1<sup>st</sup> day of July, 2019, by and between the City of Palo Alto (“Palo Alto”) and the Town of Los Altos Hills (“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 (“PAAS”); 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 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 PAAS; 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, 2019 and shall terminate on June 30, 2024, unless sooner terminated or extended by mutual agreement between Palo Alto and the Agency. The parties intend to extend this Agreement for a second additional five year term consistent with the original contract signed by the parties in 2004.

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.

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.

- judgment based on claims, actions or appeals resulting from dangerous animal designations made under Agency's Ordinances.
6. Agency agrees to provide assistance upon request of Palo Alto's Animal Control Officers within Agency's jurisdiction.
  7. 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 of the California Penal Code.
  8. Agency shall maintain a safe, clean, and sanitary environment for temporarily holding animals at the Agency's designated area. 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 Officer 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.
  9. As unanticipated events occur in Agency cities, PAAS 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 PAAS 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 Palo Alto's Animal Shelter and Animal Control Services Divisions each fiscal year.
2. Agency agrees to pay Palo Alto under the following payment schedule:
  - a. April 1 of current fiscal year – Palo Alto will provide Agency with cost estimate for following fiscal year
  - b. November 1 – Palo Alto will provide Agency with an invoice for the current fiscal year adjusted by any variance in prior year budget to actuals. Payments are due to Palo Alto by December 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 4% of actual program costs for the Palo Alto's Animal Shelter and Animal Control Divisions each fiscal year ("FY"). The percentage paid under this Agreement is derived from the average percentage of animals handled by Palo Alto for Agency from FY 2013 – FY 2018. Palo Alto will retain all boarding, impound, dog licensing, and penalty fees.

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

TOWN OF LOS ALTOS HILLS

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Manager

ATTEST:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy City Attorney

ATTACHMENT:  
EXHIBIT "A" SCOPE OF SERVICES

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 which would include owner arrest, hospitalization, fire, etc...Agency staff will provide ACO/PAAS staff with owner information before the end of Agency staff shift.
- Confined, stray domestic animals (including those in rented PAAS humane box traps) shall be picked up during Regular Hours from both citizens and the Agency.

## **SECTION 3: Stray Animals**

- ACO will impound 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 PAAS during Regular Hours. During On-Call Hours, animals may be taken to the holding area at Palo Alto Police Department (PAPD). 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 PAAS' discretion. All animals placed for adoption shall be spayed or neutered, microchipped, and vaccinated prior to placement.

## **SECTION 5: Surrenders**

- Residents from Agency's jurisdiction may surrender their animal(s) during Regular Hours at PAAS. Residents must provide proof of residency and

- Microchip implantation and information will be available at PAAS 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 PAAS Veterinarian shall oversee all animal health, hygiene, and nutritional needs of the animals under the care of PAAS.

#### **SECTION 9: Wildlife**

- ACO will transport and assess sick/injured wildlife. Under the direction of the City Veterinarian, animals may be transported to the South Peninsula Emergency Veterinary Clinic during Regular Hours. Response for wild mammals only will only be available during On-Call Hours.
- Nuisance wildlife calls will be referred to Santa Clara County Vector Control or to a private pest control company.
- 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, Agency 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 from Agency's jurisdiction.