

**JOINT POWERS AGREEMENT
BETWEEN THE CITIES OF DIXON, FAIRFIELD, SUISUN CITY, AND VACAVILLE, CA,
FOR
ANIMAL CONTROL SERVICES**

THIS JOINT POWERS AGREEMENT (“Agreement”), effective as of the last date signed below, is made by and between the Cities of Dixon, Fairfield, Suisun City, and Vacaville, municipal corporations hereinafter individually referred to as “AGENCY” and collectively referred to as “AGENCIES”. This Agreement is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code (hereinafter “the Act”), which permits two or more local public entities by agreement to jointly exercise any power common to them when authorized by their respective legislative or other governing bodies.

RECITALS

A. WHEREAS, AGENCIES are public agencies sharing various powers under California law, including but not limited to, the power to provide animal control services, including but not limited to, animal field services, animal shelter services, and dead animal services within their respective jurisdictional boundaries; and

B. WHEREAS, this Agreement is an appropriate means through which the AGENCIES may decide how to provide animal control services within its respective jurisdictional boundaries because the respective jurisdictional boundaries of the AGENCIES are in close proximity to one another and are capable of being served by a single animal control services provider under common administration and management and with the same equipment, resources, and personnel; and

C. WHEREAS, the AGENCIES desire to delegate their animal control duties to an independent contractor animal control services provider by and through a separate written agreement; and

D. WHEREAS, the AGENCIES desire to optimize their expenditures in connection with the provision of animal control services; and

E. WHEREAS, the separate provision, management, and administration of animal control services by each AGENCY (including, but not limited to, the use of separate facilities, resources, and personnel) may result in duplication of effort, inefficiencies, and excessive costs, all of which, in the judgment of each AGENCY, can be eliminated or substantially reduced by this Agreement, all to the substantial advantage and benefit of the citizens and taxpayers of each AGENCY, if the provision of animal control services were to be performed by and through a single independent contractor animal control services provider;

F. 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 each AGENCY, hereto as follows:

AGREEMENT

IN CONSIDERATION of the mutual covenants and conditions herein contained, the AGENCIES agree as follows:

Section 1. Purpose.

Subject to the terms herein, particularly at Section 6 [Allocation of Costs and Expenses; Generally], the purpose of this Agreement is to provide for the joint exercise of powers by the AGENCIES to procure a more efficient and economical provision of animal control services and related services to the residents of each AGENCY. Each AGENCY is authorized to exercise all powers pursuant to its organic law.

Section 2. Term.

This Agreement shall become effective only upon the signature of all of the AGENCIES (the "Effective Date"). The term of this Agreement is for a period of two years from the Effective Date and may be terminated sooner only as provided below.

Section 3. New Members.

It is the intent of the 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. The then-existing member agencies shall review all applications for participation in this Agreement. Those entities applying for participation must be approved by the affirmative vote of three-fourths (75%) majority of the then-existing member agencies. A new member agency shall be required to: (i) contribute funds commensurate to the expenses incurred by the then-existing agencies to accommodate the new agency's inclusion in this Agreement. Examples include, but are not limited to, additional personnel expenses, marketing expenses, contractual services, etc.; and (ii) pay its share of annual operating costs and other expenses pursuant to Section 6 [Allocation of Costs and Expenses; Generally]. It is the intent of the AGENCIES that any new member agency shall proportionally contribute and share in the operations of this Agreement.

Section 4. Annual Budget.

All member agencies to this Agreement shall adopt a preliminary budget for maintenance and operating costs annually prior to June 1 of each year and shall adopt a final budget prior to June 30 of each year. Each member agency to this Agreement shall approve the contribution of its allocated proportional share of the total estimated annual costs and expenses in the budget, as set forth in Section 6 [Allocation of Costs and Expenses; Generally], prior to final adoption of the budget by the participating agencies to this Agreement on or before June 30 of each year.

Section 5. Records and Accounts.

The City of Fairfield agrees to act as the bookkeeper for all member agencies for animal control services under this Agreement, including keeping accurate and correct books of account, showing in detail the capital costs, costs of special services and maintenance, operation costs of animal services, and all financial transactions of the member agencies of this Agreement (hereafter "Bookkeeping Agency"). Such books of accounts shall correctly show any receipts and also any costs, expenses, or charges paid or to be paid by each of the member agencies. Said books and records shall be open to

inspection at all times during normal business hours by any representative of a member agency, or by any accountant or other person authorized by a member agency to inspect said books or records.

Section 6. Allocation of Costs and Expenses; Generally.

a. Annual Estimate.

After adoption of the preliminary budget and prior to June 1 of each year, the Bookkeeping Agency to this Agreement shall promptly furnish to each member agency an estimate of the total annual maintenance and operation costs, as well as a schedule of deposit by per quarter.

b. Operating Costs.

The portion of operating costs to be borne by each member agency shall be deemed by the Bookkeeping Agency each year prior to March 1 and submitted to the member agencies for review, modification, and/or approval on or before June 1 of each year. The member agencies may modify the manner in which each member agency's contribution to operating costs is determined or calculated by a unanimous vote of the member agencies.

c. Agency Billing.

After receipt of an invoice from an independent contractor animal control service provider, the Bookkeeping Agency shall invoice each member agency for its pro-rata share of the invoice. Each member agency shall submit its payment to the City of Fairfield within thirty (30) days of receipt of the invoice. The AGENCY responsibility shall be allocated as follows:

Vacaville – 40.5%

Fairfield – 40.5%

Dixon – 11.5%

Suisun City – 7.5%

Section 7. Payment of Costs.

Beginning on the Effective Date of this Agreement, and quarterly in advance thereafter for each fiscal year, each member agency agrees to deposit its allocated proportional share of the total estimated annual costs and expenses, as set forth in Sections 6(a) and 6(b), above.

Section 8. Sources of Funds.

Each member agency shall provide the funds required to be deposited by it to the Bookkeeping Agency under this Agreement from any source of funds legally available to such member agency for such purpose.

Section 9. Level of Services and Charges to Member Agencies.

All member agencies shall receive the same level of service for their contributions, regardless of the amount of their contribution. The levels of service are reflected in Exhibit A, and these services may be amended from time to time.

Section 10. Withdrawal of a Member Agency

a. Agreement Continues.

Notwithstanding the provisions of Section 11 [Termination], each member agency agrees that the withdrawal of a member agency pursuant to this Section 10(a) is not intended to and will not terminate this Agreement or affect the ability of the remaining member agencies to carry out and fulfill the purposes of this Agreement.

b. Withdrawal.

A member agency may withdraw from this Agreement by filing written notice thereof with all other member agencies to this Agreement. Withdrawal will take effect ninety (90) days after notice provided that the withdrawing member agency pays a lump sum payment of all its outstanding obligations as specified in the annual estimate as specified in Section 6(a) above. The withdrawal of any member agency from this Agreement shall in no way affect the rights and obligations of the remaining member agencies. Notwithstanding any other provision in this Agreement, a withdrawing member agency is still obligated for all payments due from its as specified in the annual estimate as specified in Section 6(a) above for the fiscal year of the withdrawal.

Section 11. Termination.

This Agreement shall terminate upon an agreement of all member agencies. Upon termination of this Agreement, any obligation owed by the member agencies which continue following termination of this Agreement shall be borne by each member agency based its proportionate share of costs as specified under Sections 6(a) and 6(b) above.

Section 12. Notices.

Unless otherwise provided herein, all notices required hereunder shall be given by United States certified mail, or other form of mail which offers proof of mailing, postage prepaid and addressed to the party at the addresses below.

City of Dixon Police Department 201 W A Street Dixon, CA 95620 Attn:	City of Fairfield Police Department 1000 Webster Street Fairfield, CA 94533 Attn:	City of Suisun City Police Department 701 Civic Center Blvd. Suisun City, CA 94585 Attn:	City of Vacaville Police Department 660 Merchant Street Vacaville, CA 95688 Attn:
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Section 13. Assignment.

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 14. Applicable Law.

This parties to this Agreement agree that the law governing this Agreement, and all claims or causes of actions (whether in contract, tort, or statute) that may be based upon, arise out of, or relates to this Agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of California, including its statute of limitations, without regard to any conflict of law principles.

Section 15. Venue.

Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Solano County, California, or where appropriate, in the United States District Court, Eastern District of California.

Section 16. Attorney's Fees.

Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and litigation costs.

Section 17. Extent of Agreement; Amendment.

This writing contains the entire agreement between the parties and supersedes all prior understandings and agreements, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, or supplemented, nor may obligations under this Agreement be waived except by written instrument signed by the parties to this Agreement.

Section 18. Severability.

In the event any term or provision of this Agreement is determined to be illegal, invalid, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

Section 19. Interpretation.

Each party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This Agreement shall be construed as if all parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

Section 20. No Third Party Beneficiaries.

The parties hereby acknowledge and agree that this Agreement is entered into solely for the benefit of the parties hereto and that by entering into this Agreement, the parties do not intend to confer any third-party beneficiary rights hereunder.

Section 21. Electronic Signatures and Counterparts.

As permitted under the U.S. Electronic Signatures in Global and National Commerce (EISGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This Agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this Agreement are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

Section 22. Miscellaneous.

All covenants herein shall be conditions. Time is of the essence. Failure on the part of any party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

AGENCIES:

City of Dixon, California

City of Fairfield, California

Name/Title:

Name/Title:

Date: _____

Date: _____

City of Suisun City, California

City of Vacaville, California

Name/Title:

Name/Title:

Date: _____

Date: _____

Exhibit A

The term “animal control services” in the Agreement to which this Exhibit A is attached means all of the below listed services. In entering into a separate agreement with an independent contractor animal control services provider, the AGENCIES shall seek at a minimum, the following services with said animal control services provider.

A. Field Services

Field services means all of the following services, including any vehicles, communications, equipment, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the “Field Services”):

1. Pick up of confined stray dogs, cats, and other small animals, including but not limited to, rabbits, chickens, turkey, geese, and ducks, and excluding confined wildlife as defined in Section 711.2 of the California Fish and Game Code, such as opossums, raccoons, skunks, or squirrels.
2. Pick up confined stray livestock, including but not limited to, horses, pigs, goats, sheep, and donkeys.
3. Pick up of deceased animals, including wildlife, as described in more detail below under the description of Deceased Animal Services.
4. Pick up of injured stray dogs or cats and other small animals, without regard to weight, and injured wildlife weighing fifty pounds (50 lbs.) or less, that are located on public property or readily accessible on private property with the permission of the property owner or occupant or the property owner’s or occupant’s authorized agent or pursuant to a judicial court order or warrant.
5. Respond to emergency calls such as animals requiring rescue or animals attacking people.
6. Investigating complaints of animal bites, or attacks on humans, including the completion of a report interviewing the parties involved, quarantining animals which have bitten humans, preparing and transporting biting animals for rabies testing, and investigating alleged violations of a quarantine.
7. Response to calls for removal of venomous snakes in a private residence and on private property.
8. Investigating complaints of vicious dogs and providing administrative hearings.
9. Investigating complaints of dangerous animals and providing administrative hearings.
10. Responding to complaints of animals running at large.
11. Responding to complaints of domestic animals causing a nuisance, including domestic animals making noise, and providing follow-up patrol.

12. Respond to police assist calls on animal-related issues, which service may include taking control of an animal on the scene.
13. Investigating complaints regarding the lack of proper care, condition, or attention of domestic animals by their owners.
14. Investigate complaints regarding cruelty to animals.
15. Investigate complaints regarding exceeding the limit of the maximum number of animals.
16. Investigate complaints regarding unsanitary conditions.
17. Provide Community Outreach Humane Education programs to local schools as well as presenting programs to civic groups and organizations, Neighborhood Watch, homeowners groups and more.
18. Provide animal safety training for service workers (e.g., postal employees, meter readers, etc.).
19. Issue administrative and criminal citations as necessary.
20. Enforce and comply with Penal Code Section 597.1.

B. Shelter Services

Shelter services means all of the following services, including shelter facilities, supplies, animal care specialists, supervisors, and administrative personnel, and any other personnel, supplies, and equipment reasonably required to perform the following services (the “Shelter Services”):

1. Shelter of abandoned, impounded, lost, or stray domestic animal(s) brought to a shelter by a member agency, a member of the public, or shelter personnel.
2. Quarantine of biting animals.
3. Rabies testing of suspect animals.
4. Provision for surrender and reclaim of abandoned, lost, or stray domestic animals during established business hours.
5. Provide adoption program to include off-site adoption events.
6. Provide after hours receiving kennels for stray healthy animals.
7. Save all healthy or treatable animals by return to owner, placement with a placement partner, or adoption.
8. Hold periodic adoption events.
9. Euthanasia and disposal of unhealthy domestic animals that fail to meet the written health and temperament standards of the shelter.

C. Medical Services

Medical services mean all the following services, including office facilities, supplies, and professional and trained personnel necessary to perform the following services (the “Medical Services”) by staff or through contracts:

1. Provision of veterinarian services by staff or through contracts twenty-four (24) hours per day to treat and/or provide veterinarian care to stray dogs, cats, and other impounded animals that may be sick or injured.
2. Monitor quarantined biter animals.
3. Conduct vaccination clinics and have available, free of charge to the public, rabies control information.
4. Operate low cost spay/neuter clinic.

D. Deceased Animal Services

Deceased animal services means all of the following services, including any vehicles, storage facilities, disposal mechanisms, field and administrative personnel as well as any other personnel, supplies, contracts, and equipment required to perform the following services (the “Deceased Animal Services”):

1. Pick up of deceased animals, including wildlife and except livestock, from streets and public property within each member agency’s jurisdictional boundaries, or from private property within each member agency’s jurisdictional boundaries with the permission of the property owner, occupant, or legal representative of the property owner or occupant, or pursuant to a judicial court order or warrant.
2. Identification of and notification to the owner of the deceased animal, whenever possible.
3. Disposal of the body of the deceased animal.

E. Miscellaneous

1. Seek judicial warrants (pursuant to Cal. Penal Code Section 597.1) or when requested by a member agency; serve judicial warrants.
2. Provide detailed service reports for each member agency, as well as detailed financial reports of expenditures of member agencies’ provided funds.

[END OF AGREEMENT]