

CITY COUNCIL AGENDA

THURSDAY, June 15, 2023

7:00 P.M. Regular Session

14531 E School St, Amador City, CA 95601

The Agenda can be found on the City's Website: <https://amador-city.com/government-agendas-minutes/>

THE CITY OF AMADOR CITY COUNCIL MEETING WILL BE AVAILABLE VIA ZOOM AND IN PERSON.

Join Zoom Meeting

<https://us02web.zoom.us/j/88534027186?pwd=cUhaSm8xRUNTOTgxb1QwSFFzb1VqUT09>

Meeting ID: 885 3402 7186

Passcode: 193935

or

Dial by phone:

669-900-6833

Meeting ID: 885 3402 7186

Passcode: 193935

Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

- 1. CLOSED SESSION – No Closed Session**
- 2. CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**
- 3. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 4. REPORT FROM CLOSED SESSION – No Pending discussion**
- 5. PUBLIC FORUM**

At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not

appearing on the agenda are contained in Government Code §54954.2. Public comment on any item listed below shall be limited to five minutes unless additional time is permitted by the Mayor/Council.

6. CONSENT AGENDA

Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.

A. City Council Minutes of May 18, 2023.

Recommendation: By motion approve minutes as presented.

B. Financials

Recommendation: By motion approve financials as presented.

C. City Council Agenda of June 15, 2023.

Recommendation: By motion approve agenda as presented.

7. INFORMATION/CORRESPONDENCE

A. Committee Reports.

1. ARSA; CIRA; RTMF-ACTC; LAFCO; ACRA; AAD (Air); Homeless task force; Fire; Museum; Short-term Rental; Parks; Design Review; Maintenance; Cemetery; ACBCA

Recommendation: For discussion and staff direction.

8. ORDINANCES & PUBLIC HEARING

A. Revised Sewer Ordinance.

1. Vote on Enacting Ordinance # 184 amending sections of Ordinance # 174 of the Amador City Municipal Code adopting current sewer rate usage policies.

Recommendation: By motion approve ordinance as presented.

9. ADMINISTRATIVE AGENDA

A. ACTC Grant & Sale Tax Proposal.

Recommendation: Current available information to be provided.

B. Cemetery Committee Report & City Finance Request

Recommendation: By motion approve ordinance as presented.

C. Park update (Schedule, Costs, Bidding Process, WGA costs to date).

Recommendation: Current status of bids and project status.

D. Amador City Hall Apartment A fire update.

Recommendation: Current available information to be provided.

C. RMRA Projects Resolution.

Recommendation: By motion approve ordinance as presented.

D. Animal Services – Letter & Enforcement Services Agreement.

Recommendation: By motion approve ordinance as presented.

E. Resolution #610 Delinquent Sewer Bills

Recommendation: By motion approve ordinance as presented.

E. Updates to MUNI Code – Volunteers to Participate

Recommendation: Current available information to be provided.

10. MAYOR AND COUNCIL MEMBER REPORTS

This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.

11. CITY MANAGER’S REPORT

This section is an opportunity to provide Council members with a brief status update on staff activities. No action is expected to be taken by the Council.

12. CITY ATTORNEY’S REPORT

This section provides an opportunity for the City Attorney to report on any activities or upcoming legislation of importance to the City. No action is expected to be taken by the Council.

13. STAFF REPORT

A. Permit Log.

B. Temporary Occupancy Tax – Status; Collections

14. FUTURE AGENDA ITEMS

This section provides an opportunity for Council members to request items to be added to the agenda in the future with a majority Council vote.

15. ADJOURNMENT

The next regularly scheduled meeting is July 20, 2023 @ 7:00pm; Amador City Hall

AMADOR CITY COUNCIL

MINUTES OF REGULAR MEETING MAY 23, 2023

1. CLOSED SESSION – Attorney advice for 2 contractual matters
2. CALL TO ORDER AND ROLL CALL – Kel-Artinian, Bragstad, Staples present, Sherrill absent
3. PLEDGE OF ALLEGIANCE
4. REPORT FROM CLOSED SESSION – 1. Eric Marks \$600 deposit will be refunded 2. Agreement reached for new proposal to Ray Brusatori for his Amador Hotel sewer bill
5. PUBLIC FORUM – A. Amplified music downtown is too loud. Complaints received from surrounding neighbors, to be on June's agenda. Noise Element in General Plan to be researched. B. Council member Bragstad raised concern for safety during Council Meeting. Can we lock Council door...No. Can we ask Sheriff to attend meetings...a possibility. City Manager will handle issue.
6. CONSENT AGENDA – Budget for next year to be ready for June meeting. Bragstad moved, 2nd by Staples to approve Consent Agenda.
7. INFORMATION/CORRESPONDENCE – Committee Reports: ARSA – No new manager yet.; CIRA – Meeting May 24, our claim is not on their list yet; ACTC – Anne Kel-Artinian and Susan Bragstad met with John Gedney, a grant of \$200,000 for 10 years for road repair is available, John Gedney to be on June agenda, a .25% sales tax is a possibility which would be on General Election ballot. Visitors would pay the tax rather than residents. Amador County might get a share of revenue.; LAFCO – Met last week. Boundary reconfiguration in Sutter Creek, seeking new Director; ACRA - \$2,000 for First Aide Certification, impact fees waived for veterans and their families, pools open in County, 35 participants in Fun Run 5K and 10K, see ACRA website for activities for all ages and groups; AIR – May extend grant for EVC. Bruce Sherrill may be interested near area by public restrooms; Homeless – Preparing for new event, many more vendors; FIRE – Ask Fire Chief Moreno about brush clearing on 49 coming into Amador City from south; Museum – Nothing; Design Review – Nothing; Maintenance – City Clean Up June 10th; Cemetery – Four members on Committee, developing plan and would like to be on June agenda; Short Term Rentals – Secure TOT from Air BnB and VRBO. Michael Gornet has reported income but not paid TOT. We need to limit number of units in City; ACBCA – Nothing
8. ORDINANCES & PUBLIC HEARING
 - a. Rescind Ordinance #184 – Sewer Rate – Councilperson Staples moved, second by Bragstad, to Rescind Ordinance #184, approved unanimously.
 - b. Revised Ordinance #184 – First Reading and enact Ord. #184 amending sections of #174 adopting current sewer rate usage policies.

Councilperson Bragstad questioned Breakeven Brewery rate and was told they are in compliance with Ordinance and worked with Grant Reynolds to develop appropriate rate.
9. ADMINISTRATIVE AGENDA
 - a. Park Update – Only one bid received – not accepted. Bid package to be revised. Councilperson Bragstad asked why is there such a discrepancy between Engineer's estimate and bid.
 - b. Amador City Hall, Apt. A – Cause of fire unknown. City will meet with insurance adjuster. Lead contamination must be remediated. Entire project will not be completed before 2024. The City Hall room unharmed by fire; however, the entire building should be rewired (electricity). Apartment B will be remediated when vacant.

- c. Leap Grant – Resolution #~~627~~– Hazard Report, Update City Code – Motion made by Bragstad, second by Staples, approved unanimously.
 - d. Approve and Oath of Office – Russell Robinson – Bragstad moved, second by Staples to approve Russell Robinson as new Council Person. Robinson was sworn in and took his seat at the table.
 - e. Municipal Code to be updated. New Ordinances to be codified, Councilperson Staples and Treasurer Holly Groth will volunteer.
-
- 10. **MAYOR AND COUNCIL MEMBER REPORTS** – Mayor Kel-Artinian reported meeting with City Manager of Sutter Creek, more openness between two cities, Sutter Creek City Council to work with Amador City Council on projects. Folk Art Festival may work with Sutter Creek and other cities.
 - 11. **CITY MANAGER’S REPORT** – The full Council must have Brown Act Training and Sexual Harassment Training Pole earmarked for replacement by the Lindsay residence. Shades can be requested for streetlights.
 - 12. Nothing
 - 13. **STAFF REPORT** - A. Permit Log, B. City Clean Up June 10
 - 14. **FUTURE AGENDA ITEMS** – Security, amplified music, budget review, cemetery
 - 15. **ADJOURN** – NEXT MEETING JUNE 15, 2023

Amador City Pioneer Cemetery Master Plan

Executive Summary

The Amador City community is committed to honoring and preserving the important historical and cultural significance of the Amador City Pioneer Cemetery. This Cemetery Master Plan has been prepared by the Amador City Cemetery Committee with consultation with the Amador County Cemetery Board, current and former Amador City Council members, the Amador Whitney Museum, and community members at large. This plan is solely focused on the Amador City Pioneer Cemetery; in the future Amador City may elect to create a similar plan for the Oak Knoll Cemetery.

The Amador City Cemetery Committee members involved in creating this plan include:

- A'Laina Lyons, Amador City resident. *Organizational and administrative support.*
- Claudine Burnett, Amador City resident (part-time). *Historical and cultural research.*
- Cindy Del Fava, Amador City resident. *Fundraising support for future capital projects.*
- Sandy Staples, City Council member. *Primary point of coordination with Amador City and the Amador Whitney Museum.*

The goal of this plan is to provide a comprehensive yet achievable set of recommendations to guide the city's efforts to improve the Amador City Cemetery for the enjoyment of the community and visitors, while preserving and honoring its cultural and historical value.

The plan has been shaped by three primary guiding principles:

- Perpetually preserving the history and architecture of the cemetery.
- Creating a safe, attractive, and sustainable environment to share the history of the cemetery with the residents and visitors.
- Soliciting contributions and volunteer effort from individuals and local organizations to augment the city's resources to complete projects within the cemetery.

Background

A "Pioneer" cemetery is generally referred to as a cemetery that is the burial place for pioneers, with founding dates spanning from the late 18th to early 20th centuries. The Amador City Pioneer Cemetery is one of more than 20 Pioneer Cemeteries in Amador County and is located near the center of town, allowing easy access to visitors. While the cemetery is no longer an active interment site, the first known interment in the Amador City Cemetery was in 1851.

Pioneer cemeteries differ from modern cemeteries in that they tend to be more rustic and informal. Typically, Pioneer cemeteries are not irrigated, and plantings are limited – often only having an eclectic collection of established trees with few shrubs and no lawns.

For the most part, Pioneer Cemeteries in Amador County have little to no vegetation other than some mature trees. They are sparse and appear to be maintained by using chemical (herbicide) weed suppression. Few have wayfinding signs to provide historical context about those who are buried there. Amador City's cemetery is unique in that it has significantly more vegetation than most, and also has posted markers detailing interesting historical and cultural anecdotes about some of the decedents (for reference see attachment: Amador City Cemetery Comparative Current State).

Amador City Pioneer Cemetery Master Plan

Existing Conditions

Over the years, the city and community members have been involved in periodic efforts to maintain the cemetery, however the ad hoc and inconsistent nature of these activities combined with the lack of a city funded maintenance plan have resulted in the condition we find today: unmanaged vegetation, public safety hazards, and the historical wayfinding signs in ruin.

The extraordinarily wet winter in 2023 has encouraged aggressive and persistent weed growth, rendering many parts of the cemetery, including the pathways, inaccessible. The excessively cold weather this past winter has also proven to be fatal to several non-native plants and trees. There are other concerns about the health and stability of the large trees located in the cemetery.

The overgrown and unmanaged vegetation obscures many of the historic grave sites. Headstones are unreadable, and wayfinding signs and markers are broken, unreadable, and in many cases, laying on the ground. Some of the vintage fencing around the graves is damaged, likely from fallen tree limbs.

Throughout the cemetery there is landscaping debris – piles of bricks, wire mesh, broken plant stakes, abandoned tools – which are not only unattractive, but also pose safety concerns because they are obscured by overgrown vegetation. Other safety risks include fire danger, fallen tree limbs, trip and fall hazards, and snakes.

Operating Model

Currently the city does not provide formal guidance and/or governance about what work can be done in the cemetery and by whom. There is no budget allocated to properly maintain the condition of the property. Because of the significant cultural and historical value of the Pioneer Cemetery, it is recommended that the city take a more active role of not only managing the condition of the property and the improvements that are made, but also providing sufficient funding to effectively restore and maintain the city's asset.

Recognizing the strong history of community interest in cemetery improvements, we encourage the establishment of a public/private partnership to accomplish the maintenance, improvement, and operations of the Amador City Pioneer Cemetery. This type of self-sustaining public/private support model can augment the maintenance budget and provide additional funding and volunteer efforts to support enhancements consistently over the long term.

The public (city government) role in the partnership would be in the form of the Amador City Council and Cemetery Committee, who will act as a clearing house for cemetery-related activities, developing guidelines, providing administrative oversight, securing annual city funding for routine maintenance of the property, and coordinating with the Amador County Cemetery Board

The private (community) role in the partnership would take the form of a volunteer corps - a "Friends of the Amador City Cemetery" group made up of interested community members who will volunteer their time to work on discreet projects, and/or raise funds to support additional capital projects.

Amador City Pioneer Cemetery Master Plan

Maintenance Plan

The suggested approach for enhancement and maintenance of the cemetery balances the need for consistency, affordability, drought and deer tolerance with the level of effort required to maintain over time.

Activities in the Maintenance Plan fall into three categories:

- Urgent One-time Maintenance: items that require immediate attention to reduce safety hazards and improve visitor experience.
- Routine Scheduled Maintenance: ongoing maintenance routine with a discreet project list (weed suppression, vegetation management, pathway maintenance, etc.)
- Longer Term Potential Projects: additional wayfinding signs, upgrades to the irrigation system, repairs to fencing, additional plantings, storage sheds, etc.

For 2023, the committee is estimating the total estimated expenses to be:

- Amador City: \$3,950
- Friends of Amador City Cemetery (FOACC): \$7,000

For 2024 and beyond, the committee estimates the budget to be:

- Amador City: \$1,000/year
- Friends of Amador City Cemetery (FOACC): TBD

Category	Activities	Funder	Timing	Budget	Comments
Urgent One-time Maintenance	Weed eating, brush clearing, debris removal, pathway rehabilitation	City	ASAP	\$750	Priority to accomplish prior to summer heat to reduce risk
	Tree trimming and maintenance	City	ASAP	\$2,600	Priority to accomplish to reduce risk
	Grave sign marker replacement	FOACC	ASAP	\$7,000	Utilize funds raised in 2016 as promised
Routine Scheduled Maintenance	Weed suppression, vegetation mgmt, pathway clearing	City	Quarterly	\$1000/yr	Contract with professional gardener
	Purchase and plant new plants	City & FOACC	TBD	TBD	As needed
	Dig and divide Iris beds	FOACC	Fall 2023	\$0	Volunteer project
Longer Term Potential Projects	High efficiency irrigation	City	TBD	TBD	As needed
	Small storage sheds	City & FOAC	TBD	TBD	FOACC to raise additional funds
	Develop additional wayfinding signs	FOACC	TBD	TBD	FOACC to raise additional funds

The Ask

Amador City Council to approve funding and permission to move forward with Urgent One-time Maintenance activities.

Amador County Pioneer Cemeteries

Comparative Current State Conditions of select sites

June 7, 2023

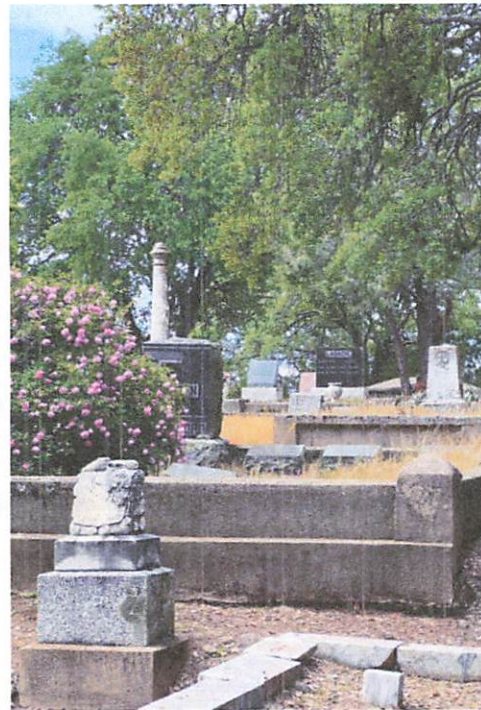
Shenandoah Valley Cemetery

- ❖ Limited landscaping or vegetation
- ❖ Likelihood of chemical weed suppression
- ❖ No historical wayfinding markers
- ❖ Privately maintained gravesites



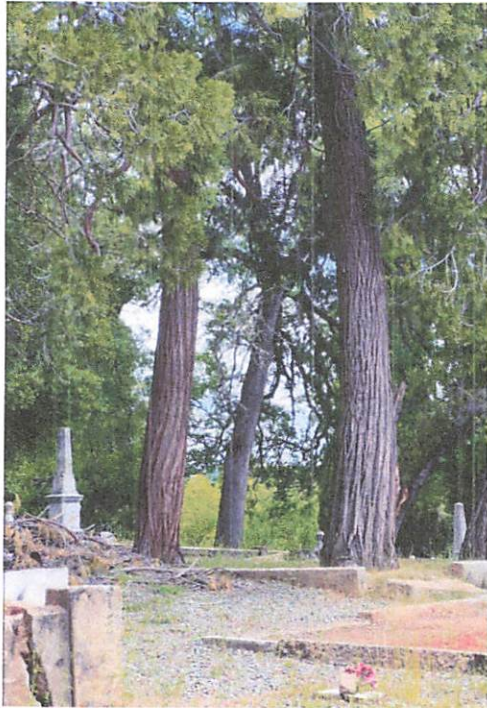
Plymouth City Cemetery

- ❖ Limited landscaping or vegetation
- ❖ Likelihood of chemical weed suppression
- ❖ Plastic graveside decorations
- ❖ No historical wayfinding markers



Jackson City Cemetery

- ❖ Limited landscaping or vegetation
- ❖ Likelihood of chemical weed suppression
- ❖ Plastic graveside decorations
- ❖ Limited wayfinding markers



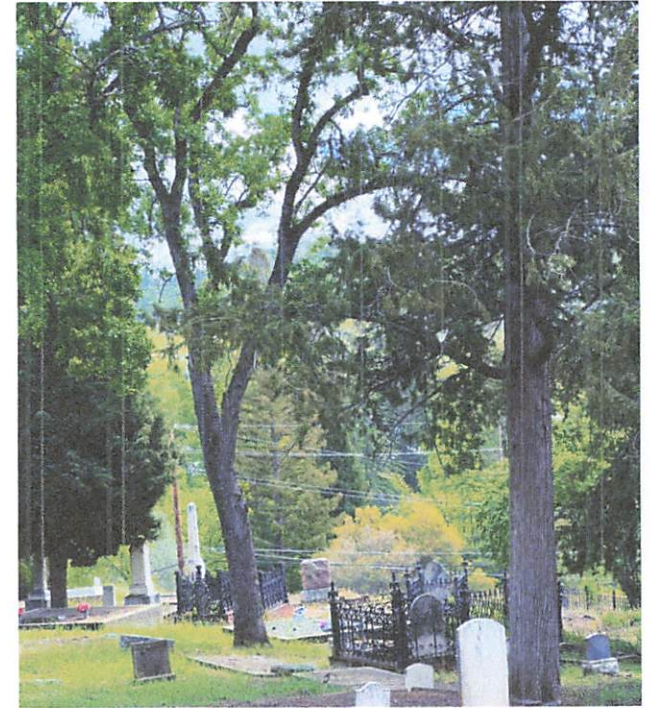
Please Respect the Cemetery
Obtain Permission From the City
Prior to Working on Gravesites

Argonaut
Mine Tragedy
1922
Miners' Graves



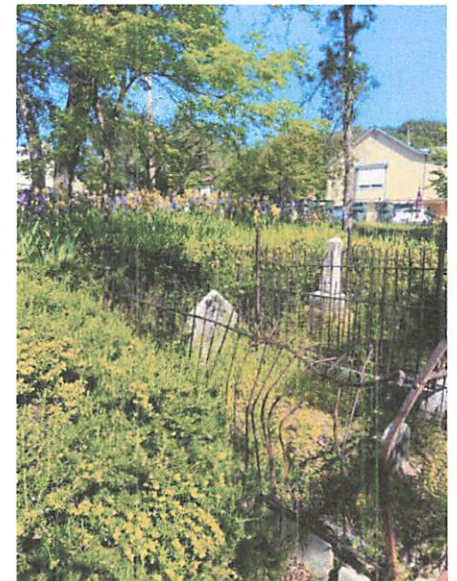
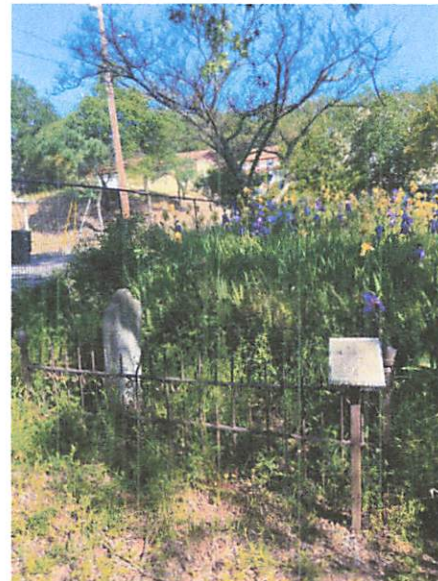
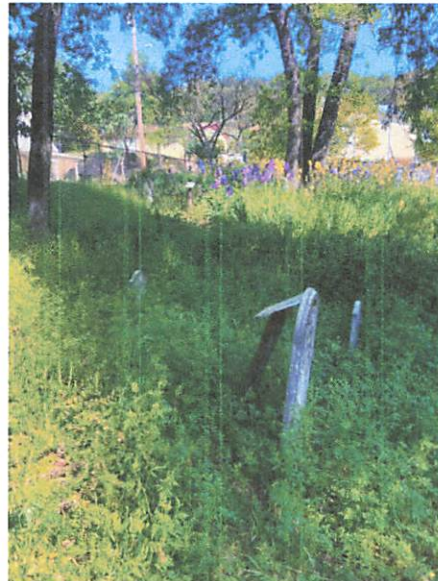
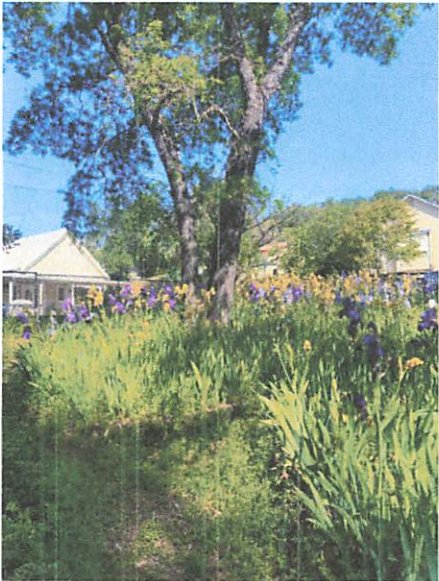
Sutter Creek City Cemetery

- ❖ Some landscaping or vegetation
- ❖ Likelihood of chemical weed suppression
- ❖ Plastic graveside decorations
- ❖ No historical wayfinding markers



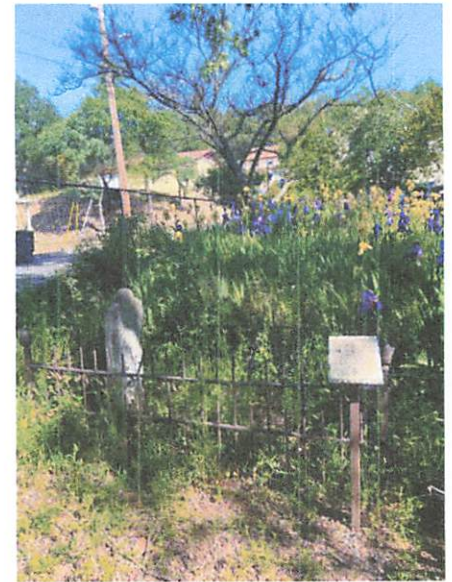
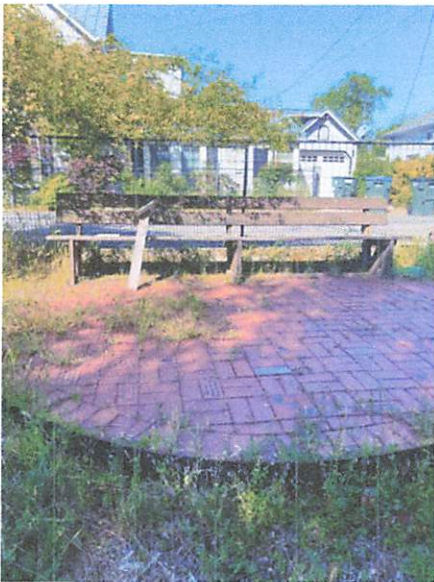
Amador City Cemetery

- Landscaping and vegetation unmanaged
- Severely unchecked weed invasion
- Damaged fencing and gravesites



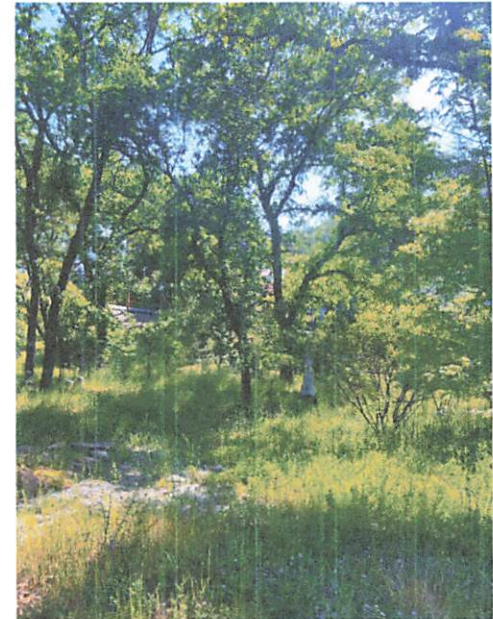
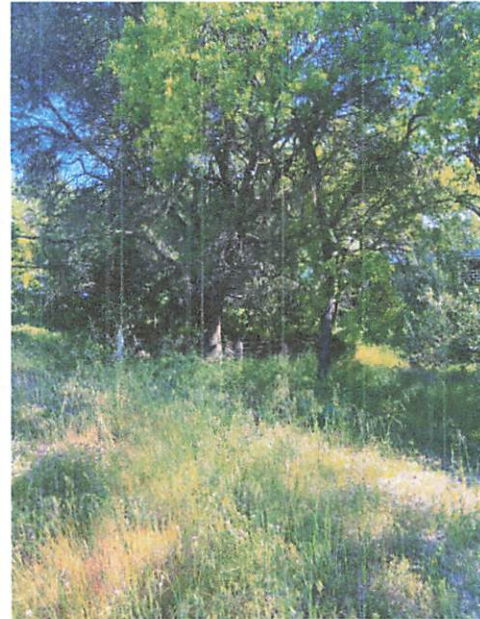
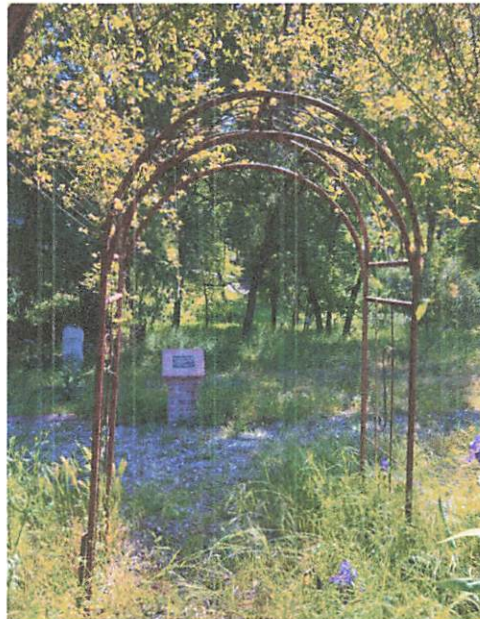
Amador City Cemetery

- Weeds encroaching donated commemorative brick patio
- Broken and/or faded historical wayfinding markers
- Gravesites obscured by overgrown vegetation
- Large trees requiring maintenance



Amador City Cemetery

- Overgrown vegetation throughout
- Limited weed removal and management
- Pathways obscured by weeds and vegetation
- Damaged historical wayfinding markers



RESOLUTION NO. _____

**RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$4,846 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the 6th year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects and safety improvements for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the funding from SB 1 will help the City maintain approx. 3 streets/roads, throughout the City this year and similar projects into the future; and

WHEREAS, the 2022 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "lower risk" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure, with a focus on basic maintenance and safety, will have positive benefits citywide.

WHEREAS, the City recognizes that it's needs and priorities may change with regards to roads throughout the Fiscal Year 2023-24, and therefore reserves the right to re-direct RMRA funds to other necessary road maintenance and rehabilitation projects, should the need arise.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Amador, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues:

Project Title: Routine Weed Abatement

Project Description: Weed abatement/spraying along city roads

Project Location: Various city roads

Estimated Project Schedule: Start (01/24)– Completion (03/24) based on the component being funded with RMRA funds

Estimated Project Useful Life: 1 year

Project Title: East School Street Stop Sign Road Markings

Project Description: Stamp/paint road with “stop sign ahead” and “stop” markings

Project Location: East School Street

Estimated Project Schedule: Start (08/23)– Completion (10/23) based on the component being funded with RMRA funds

Estimated Project Useful Life: 5 years

Project Title: Old Hwy 49 Solar Speed Sign Weed Abatement / Tree Removal

Project Description: Weed abatement/tree removal to clear area around solar speed sign so sign gets more sunlight and is more visible to motorists.

Project Location: Weed abatement and tree removal along south end of Old Hwy 49 near solar speed sign.

Estimated Project Schedule: Start (09/23)– Completion (3/24) based on the component being funded with RMRA funds

Estimated Project Useful Life: 3 years

PASSED AND ADOPTED by the City Council of the City of Amador, State of California this __15th__ day of __June__, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Anne Kel-Artinian, Mayor

Joyce Davidson, City Clerk

GENERAL SERVICES ADMINISTRATION

MAIL: 12200-B Airport Road, Jackson, CA 95642

LOCATION: 12200-B Airport Road, Martell, CA

PHONE: (209) 223-6375 FAX: (209) 223-0749 E-MAIL: jhopkins@amadorgov.org



May 30, 2023

Amador City
Attn: Joyce Davidson, City Clerk
PO Box 200
Amador City, CA 95601

RE: Animal Related Services

Dear Ms. Davidson:

This letter is to request your input and coordinate animal-related services within your city. As I am sure you are aware, counties and cities in California are responsible for their own animal-related services. Your city has relied on County Animal Control and Care (ACC) to provide nearly all animal-related services for over 40 years. In the past, service agreements for field services with the cities have been in place, but in recent years these have not occurred. Additionally, the County has been generous in providing an avenue for city residents to bring their animals to the shelter (shelter and licensing services). This trend has slowly escalated and over time has led to greater consumption of County resources and funding. We are at a point where the County can no longer support your city's responsibility for animal-related services as it is currently structured.

The County has two distinct areas of animal related services. The first is *Shelter and Licensing Services* which includes, but is not limited to: housing, feeding, cleaning, in-shelter medical care, vaccinations, preparing specimens for rabies testing, rabies testing, euthanasia and disposal, behavioral testing, spay/neuter services, licensing, adoptions, night-drop kennel housing, and customer service.

The second is *Field and Enforcement Services* which includes, but is not limited to: 24 hour service, bite investigations, off-site quarantine, rabies responses, potentially dangerous and vicious dog investigations, off-site medical care, off-site euthanasia, livestock mitigations, injured and sick animals, trapping of domestic animals, picking up dead animals, citations, investigating animal neglect and cruelty, conducting pre-seizure and post-seizure hearings, kennel permitting, education, advice, and guidance.

Please note: There are additional costs associated with the county staff's response to requests made by the city, which are not being captured in the invoices sent to the city. These costs may include overhead expenses such as administrative and operational expenses, as well as indirect effects such as reduced availability of resources for other tasks.

To address this issue, it may be necessary to review the current billing process and identify any gaps or inefficiencies that prevent full capture of all relevant costs. This could involve working closely with both the ACC and the city to ensure that all direct and indirect costs are accounted for, and developing a more comprehensive invoicing system that accurately reflects these costs.

Ultimately, it is important to ensure that all parties involved are aware of the true cost implications of their actions, so that they can make informed decisions about resource allocation and budgeting. By addressing these issues proactively, we can help to improve transparency and accountability in our local government operations.

We looked at city averages based upon the exact numbers of animals that came from your city. We discovered, that in any given year those numbers can spike or decrease for various reasons. We found that using your population numbers generated far more consistency which allows a city to budget appropriately for future services should they be requested.

Currently the impact of shelter and licensing services, based on the city’s population of the 2020 Census Bureau less the prison population of 3,864 is as follows:

Amador County – Incorporated Cities Included	37,324	%
Amador County (Unincorporated)	22,264	60
City of Ione	5,638	15
City of Jackson	5,292	14
City of Sutter Creek	2,786	7
City of Plymouth	1,135	3
Amador City	209	1

FY 23/24 Budget based on population percentage, figures rounded to the nearest dollar.

Amador County (Unincorporated)	\$736,073
City of Ione	\$184,018
City of Jackson	\$171,750
City of Sutter Creek	\$ 85,875
City of Plymouth	\$ 36,803
Amador City	\$ 12,267

This amounts to approximately 40% of our operating budget and resources. While this impact has evolved over time, it is now far beyond the County’s responsibilities or current available resources. This also affects the shelter in following areas:

1. Animal Control is frequently inundated with animals from cities that force the shelter to be closed during hours in which we are advertised to be open. These closures cause service to be unavailable to the citizens the County serves.
2. The number of animals received from cities impacts our budget disproportionately.
3. Increases in shelter services have amplified stress and compassion fatigue for employees, resulting in reduced productivity, increase loss of qualified staff and/or workers compensation claims.
4. Volunteers that are a fundamental requirement for animal shelter success, are also stressed and difficult to recruit.
5. Higher animal populations increase euthanasia rates. By State law, euthanasia requires two staff be present.
6. City’s influence accelerates deterioration of equipment and facilities
7. Officers are burdened with additional calls and responses from the cities. Staff efforts focused on city animal-related matters reduces the level of service and care for the unincorporated areas the County is responsible for.
8. The percentage of subsidizing city animal-related services has continued to grow and has increased conflicts between the County and City.
9. One full-time Animal Care Tech I cost approximately \$97,572.80 per year with benefits and an Officer is approximately \$109,283.20 per year. These resources are needed to support City influences.

Therefore, in order to receive future assistance from ACC for either, shelter and licensing services, or for requested field and enforcement services, I am reaching out to you to determine how your city desires to proceed. If you want to enter into an agreement for shelter and licensing services and/or field and enforcement services which would continue to be billed directly; please see the attached draft agreement for consideration. Please keep in mind that agreements will include monetary increases annually for any increases in our operations such as employee's benefits or salaries, veterinary rates, goods and supplies, equipment and all cost of operations. Unfortunately, should you elect not to enter into an agreement for service, we must cease services to your city residents and to your law enforcement personnel. Our targeted date for this to take effect is July 1, 2023.

Please note: These services within the agreement do not include Legal Services or the preparing or filing of cases, for example, potentially dangerous and vicious dog cases. Services for animal nuisances, such as barking dogs, shall be handled by each City.

With limited County resources and funding this creates unnecessary direct and indirect conflicts between the agencies. Cooperative agreements are a mechanism that can solve these issues, are common, and can be beneficial for both parties. Your city may also choose to not use the County whatsoever. Either way, I encourage you to contact me regarding how we can plan on correcting what has become unmanageable.

This letter has been sent via email to you, kindly acknowledge receipt of the email. Please contact me directly at 209-223-6759 should you have any questions.

Sincerely,



Jon Hopkins, General Services Director

Attachments: Draft Agreement for Services

Cc: Chuck Iley, CAO
Evan Jacobs, Animal Control Director
File

AGREEMENT FOR ANIMAL SHELTER AND LICENSING, FIELD AND ENFORCEMENT SERVICES BETWEEN THE CITY OF [] AND THE COUNTY OF AMADOR

THIS AGREEMENT FOR ANIMAL FIELD, SHELTER AND LICENSING SERVICES (“Agreement”), is made and entered into as of [DATE] (“Effective Date”) by and between the CITY OF [], a Municipal Corporation (“CITY”), and the COUNTY OF AMADOR, a political subdivision of the State of California (“COUNTY”), collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, CITY desires to contract with COUNTY to provide animal shelter and licensing, field and enforcement services for the purpose of safeguarding the health and safety of CITY’s population and the health and safety of its domestic animals;

WHEREAS, CITY desires to promote the humane treatment of animals;

WHEREAS, COUNTY has the personnel and experience to provide such services and is willing to enter into a contract with CITY for the provision of such services subject to the terms and conditions for compensation as hereinafter set forth; and

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and advantages herein stated, the Parties hereto agree as follows:

SECTION I. OBLIGATIONS OF PARTIES

A. Recitals:

1. The aforementioned Recitals are true and correct and incorporated herein by this reference.

B. County Obligations:

1. COUNTY shall provide the shelter and licensing, field and enforcement services within the corporate limits of CITY as outlined and specified in **Exhibit A**, Scope of Animal Shelter and Licensing Services, **Exhibit B**, Scope of Animal Field and Enforcement Services, attached hereto and by incorporated herein by this reference.

C. City Obligations:

1. CITY shall reimburse COUNTY for the services performed and the expenses incurred as set forth in **Section III.**, Compensation, and pursuant to the terms and conditions of this Agreement.
2. CITY shall be responsible for handling, whether directly and/or by its own legal counsel, administrative or criminal proceedings, including and without limitation, appeals, enforcement actions, and “vicious” or “potentially dangerous” petitions arising under the

services provided in this Agreement. COUNTY shall cooperate with CITY in making available such COUNTY animal control service employees for such proceedings if necessary for providing testimony or information.

3. In order for COUNTY to provide the full scope of services to CITY under this Agreement, within six months following the Effective Date of this Agreement, CITY shall adopt the current verbatim language of Amador County Code Section 8.04 (“Animal Control Ordinance”), and shall amend its CITY municipal code when COUNTY amends its Animal Control Ordinance, from time to time. Notwithstanding the foregoing, CITY retains all legislative authority pertaining to the regulation of animals within its jurisdiction.

SECTION II. PERIOD OF PERFORMANCE

The Effective Date of this Agreement shall be from the date set forth above through June 30, 2025. Thereafter, this Agreement shall automatically renew annually for one year periods starting on July 1st unless either party provides notice of non-renewal on or before 120 days prior to the applicable expiration date.

SECTION III. COMPENSATION

A. Shelter and Licensing Services. CITY shall reimburse COUNTY for the services performed and the expenses incurred in accordance with the terms of this Agreement, a guaranteed amount of [] DOLLARS (\$[]) payable by the CITY quarterly in four (4) equal payments of [] DOLLARS (\$[]), subject to any applicable rate changes adopted by the Board of Supervisors of COUNTY and any additional costs and fees incurred under this Agreement. Payment shall be due and payable quarterly.

B. Field and Enforcement Services. COUNTY shall submit monthly invoices in arrears indicating for the services performed, hours of work expended (in quarter-hour increments), applicable hourly rate for person(s) performing the Enforcement Services, and itemize any reimbursable expenses, such as veterinary care in connection with any animal from the CITY. Compensation to COUNTY for Enforcement Services shall be paid on a time-and-materials basis, in accordance with the fee schedule and list of reimbursable expenses set forth on **Attachment A** attached and incorporated by this reference. CITY shall make payment to COUNTY within 30 days of the invoice for payment.

C. COUNTY, through its Board of Supervisors, shall have the authority to amend the rates, fees, and/or list of reimbursable expenses from time to time during the term of this Agreement to reflect actual costs. Any Board approved rates or fees shall automatically be incorporated into this Agreement and payable by CITY. In the event CITY objects to any amended rate or fee, the CITY may within fourteen (14) days of notice of an amended rate or fee, terminate this Agreement as provided in Section VI of this Agreement. If the CITY provides timely notice of termination following an amended fee schedule, the previous fee schedule shall remain in effect until the termination becomes effective.

SECTION IV. HOLD HARMLESS/INDEMNIFICATION

A. CITY shall indemnify and hold harmless the County of Amador, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Amador, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

B. With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

C. The specified insurance limits required in this Agreement shall in no way limit the CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

D. COUNTY shall indemnify and hold harmless the CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the CITY, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

E. With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

F. The specified insurance limits required in this Agreement shall in no way limit the COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

SECTION V. INSURANCE

CITY and COUNTY finance their liability, property and workers' compensation risks through a combination of self-insurance and insurance. Both parties are knowledgeable of each entity's risk financing programs and agree to rely on these programs to pay for any liabilities, losses, costs, suits, claims, judgments, expenses, fines or demands of any kind that may arise under the terms of this Agreement.

SECTION VI. TERMINATION

A. Either Party may terminate this Agreement without cause upon six (6) months advance written notice served upon the other Party stating the extent and effective date of termination.

B. After receiving a notice of termination from CITY, COUNTY shall stop work under this Agreement on the date specified in the notice of termination; and after termination, CITY shall make payment to COUNTY for performance up to the date of termination in accordance with this Agreement.

SECTION VII. FORCE MAJEURE

If either Party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply.

SECTION VIII. AMENDMENTS

Any amendments, including but not limited to alterations, variations, or supplements, to the terms of this Agreement shall be in writing and signed by the Parties hereto, and shall have the approval of the Board of Supervisors of COUNTY and CITY's City Council.

This Agreement, including any exhibits, constitutes the entire Agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.

SECTION IX. SEVERABILITY

Each paragraph or provision of this AGREEMENT is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall nevertheless remain in full force and effect.

SECTION X. RECORDS

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY's City Manager, or designated representative, upon written notice to COUNTY.

SECTION XI. NO THIRD PARTY BENEFICIARIES

This Agreement between the Parties is intended for the mutual benefit of the two signing Parties only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

SECTION XII. DISPUTE RESOLUTION AND VENUE

A. The Parties shall attempt to resolve any disputes amicably at a working level. If that is not successful, the dispute shall be referred to the senior management of the Parties.

B. Prior to filing any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Amador County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

C. This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Amador, California, and the Parties waive any and all provisions of law providing for a change of venue to another location.

SECTION XIII. ASSIGNMENT

Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by the Parties without the prior written consent of the other Party. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

SECTION XIV. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective Parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY:
Department of Animal Services
Attention: Director
12200-B Airport Road,
Jackson, CA 95642

CITY:
City of []
Attention: City Manager
[]
[], CA 956[]

SECTION XVI. CONTRACT PERFORMANCE

COUNTY's Director of Animal Services, or designated representative, shall meet as necessary to discuss contract performance with CITY's City Manager, or designated representative

SECTION XVII. HEADINGS

The Section and other headings contained in this Agreement are included for the purpose of convenient reference only and shall not restrict, amplify, modify or otherwise affect in any way the meaning or interpretation of this Agreement or the exhibits and schedules hereto.

SECTION XVIII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement, binding on all of the Parties.

SECTION XIV. WAIVER OF BREACH, RIGHT OR REMEDY

The waiver by any Party of any breach or violation by another Party of any provision of this Agreement or of any right or remedy permitted the waiving Party in this Agreement (a) shall not waive or be construed to waive any subsequent breach or violation of the same provision, (b) shall not waive or be construed to waive a breach of violation of any other provision, and (c) shall be in writing and may not be presumed or inferred from any Party's conduct. Except as expressly provided otherwise in this Agreement, no remedy conferred by this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be in addition to every other remedy granting in this Agreement or now or hereafter existing at law or in equity, by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION XV. INDEPENDENT CONTRACTOR

The COUNTY is acting as an independent contractor to the CITY under this Agreement. Each Party to this Agreement shall have no power to incur any debt, obligation, or liability on behalf of another Party to this Agreement.

SECTION XVI. COOPERATION, FURTHER ACT

The Parties shall cooperate fully with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement

COUNTY OF AMADOR

CITY OF []

BY: _____
Chairman, Board of Supervisors

BY: _____
Mayor, City of []

ATTEST:
JENNIFER BURNS, Clerk of the Board of Supervisors

ATTEST:
City Clerk

BY: _____

BY: _____

APPROVED AS TO FORM:
Office of the County Counsel

APPROVED AS TO FORM:
Counsel for City of []

BY: _____

BY: _____

SCOPE OF ANIMAL SHELTER AND LICENSING SERVICES CITY OF []
EXHIBIT A

The COUNTY agrees to provide the following Animal Shelter and Licensing Services for the CITY. All capitalized terms set forth herein are defined in Section B below.

A. COUNTY ANIMAL SHELTER LOCATION

1. **Shelter Location**: The COUNTY shall maintain CITY's animals at the County Animal Shelter ("Shelter").

The COUNTY shall be responsible for the operation and maintenance of its shelter.

2. **Shelter Hours of Operation**: COUNTY shall maintain hours of operation at the Shelter to provide public access to the animals, to the extent possible.

B. DEFINITIONS

1. Animal Shelter Services" shall include the following activities and services:
 - a. Impoundment, admittance, receipt of, care of, custody of and/or feeding of any and all stray animals.
 - b. Redemption, treatment, sale, adoption, and/or disposal of all animals.
 - c. Counseling and advising animal owners.
 - d. Posting on Shelter's website of photographs of all newly impounded animals and identifying each animal individually.
 - e. Ensuring that all dogs, four (4) months and older, released from the COUNTY to a resident of County of Amador are licensed and, if not licensed, to sell license to the owner or other person taking custody of such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.
 - f. Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall include whether the animal was unhealthy and/or unsuitable for adoption.
 - g. Proper disposal of dead animals.
 - h. "Care" includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.
2. "Adoptable Animal" shall mean an animal eight (8) weeks of age or older that at or subsequent to the time the animal is impounded or taken into possession. has manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal's health in the future. Dogs declared "vicious" or "potentially dangerous" under State and/or local laws shall be deemed unadoptable.
3. "Treatable" shall mean an animal with a medical condition such as skin problems, bad flea or skin infestations, a broken limb, abscesses, or problems that may be treated with appropriate resources, holding space, treatment and/or time. "Treatable" shall also mean an animal with behavioral conditions that may be corrected with time and proper training. such as chasing animals/objects, food aggression, etc.
4. "Untreatable Animal" shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or

adoption.

5. "Impounded Animal" shall include animals found running at large, removed from private property, owner surrendered, or that are taken into the custody by COUNTY or law enforcement.
6. "Seized Animal" shall include animals that are confiscated under Penal Code 597.1 from an owner, whether the seizure was determined justified or not.

C. **SCOPE OF ANIMAL SHELTER SERVICES**

1. **Treatment of Animals**: COUNTY shall provide adequate care and treatment of CITY's animals while in custody of COUNTY to ensure that impounded animals are provided with humane and appropriate levels of care, including a clean environment, fresh water, adequate nutrition and appropriate medical care.
2. **Level of Service Provided**: COUNTY shall provide Animal Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Animal Shelter Services shall be based on standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
3. **Feeding Protocols**: All animals shall be fed in amounts appropriate to meet their nutritional needs.
4. **Disease Control and Sanitation**: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the Humane Society of the United States, American Humane Association and American Veterinary Medical Association.
5. **Provision of Personnel and Supplies**: COUNTY shall provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports, to perform all aspects of the Animal Shelter Services described herein.
6. **Holding Periods**: COUNTY shall hold all stray-impounded animals, not otherwise owner identifiable, for the holding periods as required by State law.
7. **Euthanasia**: Humane euthanasia services shall be provided as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by the animal's owner and is deemed not adoptable by COUNTY. Untreatable Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records shall be kept for a period of not less than three (3) years on each euthanized animal shall include the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia, and reason for use of method.
8. **Quarantine**: COUNTY shall quarantine, as prescribed by the California Compendium of Rabies Control and Prevention, State law, and COUNTY policy, all animals suspected of being rabid, or involved in a bite investigation.

9. **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
10. **Animals Surrendered by their Owners:** Any pet surrendered by a City resident owner to Animal Control shall incur owner surrender charges as established by COUNTY. Such fees shall be collected from the owner and conveyed to the COUNTY.
11. **Vicious and Potentially Dangerous Dogs:** Any dog declared or determined to be vicious or potentially dangerous and in custody of COUNTY either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by State law or at the Director of Animal Services' discretion.
12. **Incoming Animal Identification:** Incoming animals shall be checked immediately for collar tags and scanned for microchip by qualified Shelter staff within one (1) hour of arrival to the Shelter or when safe to do so. Shelter staff shall make all attempts to notify owners within twenty- four (24) hours of an Impounded Animal delivered by CITY to COUNTY.
13. **Incoming Animal Examinations/Assessments:** A cursory exam of an animal shall be performed within twelve (12) hours, and no later than twenty-four (24) hours. Incoming animal assessment shall include the following:
 - a. A physical examination to determine if a medical condition exists which requires a veterinarian's attention
 - b. Routine vaccinations and de-worming, as needed
 - c. External parasite treatment, as needed
 - d. Document the animal's incoming weight
 - e. Scan for microchip identification
 - f. Establish unique identifier for the animal
 - g. Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment has been performed.
14. **Behavioral Assessments:** Behavioral assessments of Shelter animals shall be conducted in accordance with guidelines established by the COUNTY prior to adoption.
15. **Enforcement:** Enforce all relevant provisions of COUNTY's municipal code and State law as may be applicable to animals housed, kept or maintained at the Shelter.
16. **Adoption:** Animals identified as being available for adoption shall be placed in the adoption areas of the Shelter.
17. **Spay and Neuter:** COUNTY shall ensure that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if an adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural ("F&A") Code Sections 30503 and 31751.3, if veterinarian certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from the adopter or purchaser and this deposit shall be deposited into a segregated fund maintained by the COUNTY. The deposit shall be fully refunded to the adopter or purchaser if proof of sterility is provided within thirty (30) business days

from the date of surgery, at which the deposit is forfeited in accordance with F&A Code Sections 30503 and 31751. Spay and neuter deposits shall only be used by the COUNTY for canine and feline spay and neuter programs.

18. **Community Adoption Partners:** COUNTY shall comply with F&A Code Sections 31108(b) and 31752(b) that provide that any stray dog or cat that is impounded “shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released.”
19. **Foster Care Placement:** Certain animals may be placed in COUNTY’s foster care placement program so to improve animal care, give certain animals a better chance of adoption, and lift the spirits and morale of staff and volunteers.
20. **Drug Enforcement Agency (DEA):** COUNTY shall comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
21. **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY.
22. **Missing Animals:** COUNTY shall notify an appropriate law enforcement agency immediately of any animal missing from the Shelter that had previously been impounded and/or in protective custody.
23. **CITY Access:** COUNTY shall provide access of the entire Shelter to the authorized representatives of CITY during Regular Service Hours or at such other times upon written notice.
24. **Feral Cats:** Shelter Services does not include the acceptance of feral cats from CITY.
25. **Animal Disposal:** COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable State laws.

D. COMPENSATION

Long Term Impound/Quarantine Fees: In addition to the fees for the services provided pursuant to this Agreement, the CITY shall be responsible for all costs associated with any and all animals seized within the CITY boundaries and brought to COUNTY which are held in Shelter for longer than normal periods of time in connection with any criminal prosecution of animal abuse and welfare cases, animals being held as evidence in a court filing, or rabies quarantine.

SCOPE OF LICENSING PROGRAM

The COUNTY agrees to provide the following Licensing Program services ("Licensing services") for the CITY.

A. PROVISION OF SERVICES

The Licensing services to be provided by COUNTY for CITY within the corporate limits of CITY shall include, but not be limited to, the following activities:

1. **Licensing Program Operations:** COUNTY shall administer a dog licensing program consisting of staff in customer relations and licensing governance in accordance with State law.

B. LICENSE FEES

Licenses shall be issued upon payment of the license fees at the same rate as established in by COUNTY, and are subject to change as amended by COUNTY's Board of Supervisors, from time to time.

SCOPE OF ANIMAL FIELD AND ENFORCEMENT SERVICES

CITY OF []

EXHIBIT B

The County of Amador, on behalf of its Department of Animal Services (“COUNTY”), agrees to provide the following animal field and enforcement services for the City of [] (“CITY”) in accordance with the rate and fees shown on **Attachment A**:

A. PROVISION OF FIELD SERVICES

The animal field and enforcement services to be provided by COUNTY for CITY within the corporate limits of CITY shall include the following activities:

1. **Field Service Assistance**: Respond to all calls for field service assistance pursuant to the priority of calls as described in **Section E** below.
2. **Impoundment**: Impound all animals found at large and collect such impound fees as established in the appropriate COUNTY fee schedule.
3. **Proper Care and Treatment**: Provide humane care and treatment to any stray or abandoned animal impounded by field personnel in accordance with State of California (“State”) laws and regulations.
4. **Animal Bites**: Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild animals. CITY shall be responsible for any appeals arising from administrative proceedings resulting therefrom.
5. **Quarantine**: Quarantine all animals suspected be rabid and/or that have bitten a person as prescribed by the California Compendium of Rabies Control and Prevention, the State law, and COUNTY policy.
6. **Stray and Barking Animal (Nuisance) Complaints**: Animal nuisance complaints, including barking animal complaints shall be handled by CITY.
7. **Dead Animals**: Remove dead animals from the public right-of-way except in such cases where an animal is on a state highway within CITY limits. In such cases, CITY shall immediately (or as soon as practicable) notify the State Department of Transportation by telephone, facsimile, email or other means.
8. **Return of Impounded Animals**: Encourage the return of any lost/stray animal impounded by field personnel while in the field to the rightful owner, subject to the payment of impound fees.
9. **Kennels and Catteries**: CITY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY’s municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by CITY.

10. **Issuance of Warnings and Citations:** Enforce all appropriate provisions of COUNTY's municipal code as necessary, including the issuance of warning notices or citations, for violations of the provisions of said municipal code. CITY shall be responsible for the prosecution of any criminal enforcement actions or any appeals arising from administrative proceedings resulting therefrom.
11. **Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, shall indicate to the caller that a response can be expected as per **Section E** below.
12. **Field Services Related to Canine Licenses:** COUNTY shall verify canine license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of the officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations to ascertain the number of unlicensed dogs, to license such dogs, and to foster compliance with COUNTY's municipal code.
13. **Livestock and Fowl Care:** COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location, when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known, or CITY. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only, will the COUNTY authorize release of the animal. If owner refuses to pay COUNTY, COUNTY shall notify CITY in writing when said expenses reach the amount of \$1,000 or greater per incident to determine how the CITY desires to pay for applicable fees and charges. Such expenses shall not exceed the amount of \$1,000 per incident unless authorized in writing by CITY.
14. Wildlife impoundment and/or exotics as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

B. SHELTER CARE AND DISPOSITION SERVICES

The COUNTY shall house CITY's animals at the County Animal Shelter, as set forth in **Exhibit A**.

C. MISSING OR STOLEN ANIMALS

COUNTY shall file a report with the appropriate law enforcement agency within twenty four (24) hours if an impounded animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY's custody. COUNTY shall indicate on the police report the circumstances of the animal's disappearance.

D. PRIORITY OF FIELD SERVICES

1. "Services" are those enforcement activities rendered by COUNTY pursuant to the relevant sections of COUNTY's municipal code and related State law, and are assembled for into two categories: Emergency and Non-Emergency.
2. "Priority Ranking" refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," as set forth in **Section E**, it shall be referred to the supervisor for evaluation and processing.
3. The following definitions of "Regular Service Hours," "Limited Service Hours" and "Holidays" are intended to identify the broad time frames during which specific levels of service will be provided.
 - a. "Regular Service Hours" are between the hours of 8:00 am to 5:00 pm, Tuesday through Saturday.
 - b. "Limited Service Hours" are between the hours of 5:00 pm to 8:00 am, Tuesday through Saturday, all day Sunday, Monday and on Holidays.
 - c. "Holidays" are those days as established by the COUNTY where the COUNTY is closed for service on a business day that would otherwise be a regular service day.
4. Field service activities shall be performed daily and generally based on both the Priority Ranking and the time a call for service is received in accordance with this Agreement. All calls involving imminent danger shall be responded to within sixty (60) minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other circumstances. An Animal Control Officer shall respond to animal medical emergencies and other emergencies involving danger to humans within sixty (60) minutes or less during Regular Service Hours if reasonably possible, and within sixty (90) minutes or less during Limited Service Hours and Holidays if reasonably possible. CITY acknowledges that response times may be affected by traffic congestion, officers' location, or other hindering circumstances uncontrollable by COUNTY. COUNTY shall provide a means for responding to calls for service that take place during Limited Service Periods which are of an emergent nature pursuant to this **Exhibit B**.
5. **Telephone Service:** The COUNTY shall answer all telephone calls for field services during Regular Service Hours as requested by CITY. Calls shall be received by the COUNTY dispatch during Limited Service Hours and on Holidays, as noted above. Calls answered by dispatch will be handled on an emergency basis as deemed by the Sheriff Office. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests for service, both emergency and routine, received during Regular Service Hours and Limited Service Hours, including time and date, when the calls were answered, and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days.
6. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animals constitute an emergency and require immediate action by the CITY pursuant to this

Agreement. Calls for service received during Limited Service Hours that are not of an emergent nature shall be answered by dispatch and referred to call-back on the next business day during phone center operational hours.

7. Calls Considered Emergencies to be Handled Without Delay Upon Request by CITY:

- a. Animals endangering health or safety of the community.
- b. Police Department requests for service
- c. Sick or injured stray animals
- d. Animals in distress
- e. Humane investigations that are life threatening. (Depending on immediate circumstances)
- f. Venomous snakes

8. Calls Considered Non-Emergency to be Handled during Regular Service Hours Upon Request by CITY:

- a. Pick-up confined, healthy, stray-animals
- b. Dead animal removal
- c. Quarantine investigations
- d. Leash law enforcement
- e. Permit investigations

E. EXCEPTIONS

The Director of Animal Services, or designee, may, on a case-by-case basis, authorize variations of priority when circumstances require.

Attachment A
Field and Enforcement Services Fees

Hourly Rate: \$50.00

Over Time Rate: \$75.00 (2 hour minimum required)

Off-site Medical Care: Direct billed for medications, exams, diagnostics fees, procedures, veterinarian fees. etc.

Off-site Euthanasia: Direct billed for veterinarian fees and hourly rates for staff at the appropriate rate.

Veterinarian Services: Direct billed for veterinarian fees and services.

All 24 hour services include: bite investigations and off-site quarantine, rabies responses, potentially dangerous and vicious dog investigations. off-site medical care. off-site euthanasia. livestock mitigations, injured and sick animals, trapping of domestic animals, picking up dead animals, citations, investigating animal neglect and cruelty, conducting pre-seizure and post-seizure hearings, kennel permitting, education, advice, etc. These services shall be billed at the appropriate hourly rate.

RESOLUTION NO. 610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMADOR CITY AUTHORIZING THE PLACEMENT OF DELINQUENT UNPAID SEWER BILLS ON THE 2023-2024 AMADOR COUNTY TAX ROLL

WHEREAS, Sewer services are provided to the property owners of Amador City, and

WHEREAS, it is desirable to collect delinquent unpaid sewer bills in an efficient and effective manner, and

WHEREAS, some property owners have delinquent balances for sewer services provided to their property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Amador City authorizes staff to place delinquent sewer balances upon the Amador County Property Tax Rolls for the 2023-2024 property tax year.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Amador City at their regular meeting held 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Anne Kei-Artinian, Mayor

ATTEST:

Joyce Davidson, City Clerk