

AMENDMENT NO. 8

**NAPA COUNTY AGREEMENT NO. 170919B
CITY OF AMERICAN CANYON AGREEMENT NO. 2003-28**

**AGREEMENT FOR ANIMAL AND LICENSING SERVICES BETWEEN THE
COUNTY OF NAPA AND THE CITY OF AMERICAN CANYON, CALIFORNIA**

THIS AMENDMENT NO. 8 (“Amendment”) to NAPA COUNTY AGREEMENT NO. 170919B, CITY OF AMERICAN CANYON AGREEMENT NO. 2003-28 (“Agreement”), is made and entered into as of this 1st day of July, 2024, by and between the NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the CITY OF AMERICAN CANYON, a municipal corporation of the State of California (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, COUNTY presently provides certain animal services to CITY under the Agreement between the parties; and

WHEREAS, the parties desire to modify the services and annual compensation provided under the Agreement.

TERMS

NOW, THEREFORE, CITY and COUNTY amend the Agreement as follows:

A. Paragraph 4 of the Agreement is amended to read as follows:

“4. Compensation.

CITY shall pay COUNTY at the rate of Sixty-Four Thousand Five Hundred Sixty-Five Dollars (\$64,565) for Fiscal Year 2024-2025, Sixty-Six Thousand Eight Hundred Twenty-Four Dollars (\$66,824) for Fiscal Year 2025-2026, and Sixty-Nine Thousand One Hundred Sixty-Three Dollars (\$69,163) for Fiscal Year 2026-2027. COUNTY shall retain those fees described in Exhibit "B-8" attached hereto and incorporated herein by reference.”

B. Exhibit “A-8,” relating to Scope of Services, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “A” shall be deemed to mean Exhibit “A-8” for purposes of the obligations of the parties effective as of the date of this Amendment.

C. Exhibit “B-8,” relating to Compensation and Fees, is attached hereto and is incorporated by reference herein. References in the Agreement to Exhibit “B” shall be deemed to mean Exhibit “B-8” for purposes of the obligations of the parties effective as of the date of this Amendment.

D. This Amendment No. 8 shall be effective July 1, 2024.

E. All other terms and conditions of the Agreement not amended hereby shall remain in full force and effect.

EXECUTED in the County of Napa, State of California as of the day and year first above written.

NAPA COUNTY

By: _____
JOELLE GALLAGHER
Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S.Darbinian</p> <p>Date: April 19, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CITY OF AMERICAN CANYON

DocuSigned by:
By: Jason Holley
607366230971464...
JASON HOLLEY
City Manager

<p>APPROVED AS TO FORM: WILLIAM D. ROSS, City Attorney</p> <p>DocuSigned by: By: <u>William D. Ross</u> 285D50433D03421...</p>
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EXHIBIT "A-8"
SCOPE OF SERVICES

1. **Services Provided By County.** COUNTY shall enforce the CITY CODE and shall provide to CITY the following services:

- a. Animal Control Officers: COUNTY agrees to maintain at least one animal control officer on duty to respond to calls within the CITY area during all regular working hours and at least on call at all other times.
- b. Field Services: Field services will be provided seven days a week 6:00 A.M. – 11:00 P.M. with on call service from 11:00 P.M. to 6:00 A.M. This schedule includes holidays.

Field services will be provided as follows:

- (1) Enforcement of dog at large provisions of the Municipal Code
- (2) Routine patrol for stray dogs
- (3) Animal bite investigation
- (4) Injured animal pick-up and treatment
- (5) Stray livestock control
- (6) Enforcement of license and vaccination provisions of the Napa Municipal Code
- (7) Dead animal removal (dogs and cats only; public property only)
- (8) Eradication of rabid or suspected rabid animals
- (9) Community Education
- (10) Assistance to CITY Police including but not limited to:
 - a) Animals in traffic.
 - b) Vicious animal investigations.
 - c) Cruelty investigations.
 - d) Agency assist for safekeeping of animals during NPD enforcement

COUNTY's Animal Control Officer shall have authority to provide the following field services, but primary responsibility for enforcement shall lie with CITY:

- (1) Enforcement of animal regulations in CITY Parks
- (2) Enforcement of the municipal code leash law provisions.

c. Emergency Field Services:

- (1) Emergency field services will be provided at all times that regular animal shelter and field services are not provided. Emergency field services will be provided by having an animal control officer on on-call or stand-by status.
- (2) Emergency Field Services will be provided as follows:
 - a) Injured animals
 - b) Dog bite investigations
 - c) Rabid animals
 - d) Traffic hazard
 - e) Assistance to CITY Police

2. Parameters of Animal Services to be Provided.

- a. COUNTY's obligation to keep an animal control officer on stand-by is limited to emergency field services.
- b. Regular field services, including patrol, shall be provided by the COUNTY to the CITY.

Seven days a week from 6:00 A.M. to 11:00PM with on-call service from 11:00 P.M. to 6:00 A.M.

- c. **Reports to be provided to the CITY by the COUNTY.** County shall report to CITY quarterly the level of animal services activity with the CITY. Such reports will describe activities undertaken by COUNTY Animal Control officers assigned to work within CITY limits.

Reports shall contain:

- Number of CITY cases
- Number of citations
- Number of bite reports
- Number of Correction notices
- Number of animals dispatched (injured or deceased)
- Number of transported injured animals
- Number of safe captured domestic animals

3. Potentially Dangerous and Vicious Animal Violations Under County Code and Policies.

The City has enacted American Canyon Municipal Code Section 8.05, entitled "Dangerous Animals," which authorizes investigation, enforcement and adjudication of potentially dangerous or vicious animal violations and contains substantively equivalent provisions to the Napa County Code Chapter 6.16. So long as CITY retains Section 8.05 substantially equivalent to Section 6.16, COUNTY shall provide all services relating to investigation, enforcement and adjudication of such matters relating to violations of section 8.05.

In the event the American Canyon Police Department has a potentially dangerous and vicious animal case, the Animal Services Sergeant will serve as the official liaison between the American Canyon Police Department and the Napa County District Attorney's Office. If the American Canyon Police Department is not the lead agency in such cases, the Animal Services Sergeant will be responsible for investigating any potentially dangerous or vicious animal violations, ensuring all related reports are submitted to the Napa County District Attorney's Office for review of any County or State violations.

4. Services Not Provided By COUNTY. COUNTY shall not enforce nor provide services to CITY that exceed or extend beyond the current provisions of the Napa County Code, including but not limited to the following:

- a. COUNTY will not enforce any zoning regulations, including those relating to agricultural operations or animal husbandry, or regulations concerning barking or howling dogs or other similar nuisances caused by animals.
- b. COUNTY will not undertake to represent CITY in any judicial or administrative

proceedings in relation to CITY's ordinance unless at the time of such representation the provisions of CITY's ordinance are substantively equivalent to the animal control and dangerous animal enforcement and adjudication provisions of Napa County Code Chapter 6.16 as determined by the Napa County Counsel. Notwithstanding the foregoing, COUNTY employees, compelled by a lawful subpoena, will testify as witnesses in judicial or administrative proceedings in which CITY's ordinance may be implicated if not in strict compliance with the COUNTY CODE.

EXHIBIT "B-8"
COMPENSATION AND FEES

1. **Annual Compensation for Services.** CITY shall pay COUNTY at the rate of Sixty-Four Thousand Five Hundred Sixty-Five Dollars (\$64,565) for Fiscal Year 2024-2025, Sixty-Six Thousand Eight Hundred Twenty-Four Dollars (\$66,824) for Fiscal Year 2025-2026, and Sixty-Nine Thousand One Hundred Sixty-Three Dollars (\$69,163) for Fiscal Year 2026-2027. Payments are to be made quarterly each fiscal year. Said amount is intended to cover the salaries of one full-time animal control officers to work within the jurisdictional limits of CITY.
2. **CITY's Sale of Licenses.** CITY retains the right to develop its own programs to issue dog licenses. COUNTY will allow CITY to retain 25% of the fee collected directly by CITY in the sale of CITY dog licenses.
3. **COUNTY's Collection of Revenues Sale of Licenses.** COUNTY shall collect and retain all revenues from the COUNTY's licensing of dogs within CITY limits, and shall also collect and retain all fees and charges (including but not limited to redemption fees) received at the animal shelter in relation to animals that originate within CITY limits.
4. **CITY's Payment of Veterinarian Bills.** CITY shall pay all veterinarian bills and special care bills for injured animals and for the care of exotic animals outside of the COUNTY Shelter. Any cost recovered for these services by COUNTY shall be credited to CITY.
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