



YOLO COUNTY ANIMAL SERVICES STUDY

August 2012

Presented by



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Consultants

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SCOPE OF WORK FOR YOLO COUNTY ANIMAL SERVICES

This proposed scope of work is based on the Animal Protection League's (APL) understanding of Yolo County's need to examine its countywide animal services. It will be APL's (specifically Sue Marks Gibbs and Tammie Murrell) responsibility to perform initial research of current operations and budgets to determine if 1) enhancements can be made to existing operations and 2) if a different organizational model could lower costs and improve services to the citizens of Yolo County and its cities.

Specifically APL (Consultant) will:

- 1) Meet with current animal services staff to gain an overview understanding of operations and facilities.
- 2) Meet with budget (or animal services) staff regarding expenditure, revenue, and fee structures currently in place. The County/Cities will provide relevant historical data as well as operating expense and revenue budgets for recent years.
- 3) Provide a written report of recommendations and financial projections.

Consultants will complete research and provide a report within two months of contract approval, provided that the County/Cities are responsive in sharing data and staff are available as needed to answer questions.

EXECUTIVE SUMMARY

Most municipal animal care and control agencies find themselves caught between the conflicting goals of their main constituencies - county boards and city councils struggling with reduced revenues and citizens advocating lower euthanasia rates and more humane treatment of animals.

Controlled costs and lower euthanasia rates are not necessarily mutually exclusive and what all animal service agencies should be working toward. There are examples of animal service agencies that have successfully reduced euthanasia rates within the confines of their government budgets through a combination of committed leadership, creative revenue generation, flexible operating structures, and large donor/volunteer bases. The comparison agencies cited in this report are all privatized animal service organizations that are in varying stages of attaining “acceptable” (to local stakeholders) euthanasia rates while keeping costs within their governing board’s comfort zone.

Best practices in animal services require a balanced approach of aggressive spay/neuter programs, shelter medicine programs, humane education and adoption programs to effectively and humanely reduce the number of unwanted animals in the system and lower costs as a result. The initial evaluation of Yolo County Animal Services indicates that this organization is well aware of best practices and is working toward reducing their euthanasia rate. The consultants believe that there are some improvements that could be made to enhance this effort, as follows:

- 1) Privatization of animal services through formation of a Joint Powers Authority or contracting with a humane society.
- 2) Creation of a licensing unit that aggressively and proactively pursues licensing compliance. Licensing compliance not only promotes responsible pet ownership, it generates significant revenue.
- 3) Establish an aggressive spay/neuter program including a high-volume spay/neuter clinic. Offering low cost spay/neuter services allows all citizens to comply with an increased licensing effort.
- 4) Hire an Outreach/Education Director to develop a formal humane education program consisting of regular classroom visits, volunteer and teacher training, adult education opportunities, and a spay/neuter awareness campaign.
- 5) Hire a Volunteer Coordinator to develop a volunteer program and recruit, train, and supervise volunteers to assist in achieving organizational goals. Working with animal advocates requires a balance of hearing their concerns and directing their emotional energy towards a common mission of reducing euthanasia rates and treating all animals humanely. A training program, recognition program, and procedures manual should be developed and strictly adhered to.

- 6) The Animal Control Field Services section should take a leadership role in implementing proactive strategies which are congruent with Problem-Oriented Policing and Community-Oriented Policing models. Analysis of calls for service, including identifying “hot spots” or areas with high concentration of animal-related calls and working toward solving the problems in the communities served, can lead to more effective deployment of resources, identification of animal-related policing issues, a reduction of pet overpopulation and an increase of responsible pet owners in the community.

- 7) Build a new animal shelter. The existing shelter is old and inefficient for adoption, disease control, proper ventilation, and veterinary care. Modern shelters are easier to clean, have efficient drainage, HVAC systems and non-porous surfaces for better disinfection, and are inviting for the public to come for licenses, adoption or education.

Based on a cursory examination of YCAS’s current budgets and operations, potential costs for a privatized agency with 31 FTE employees (at a 30 percent benefit rate), a humane education/outreach director, a volunteer coordinator, an in-house veterinary staff, seven-day per week field services, and an aggressive licensing program could look like the following table:

Table 1 - Sample Summary Operating Expense & Revenue

Division	Staff No.	Expenditures	Revenue	Net Cost (Profit)
Administration	4	\$565,500	\$10,000	\$555,500
Field Services	13.5 FTE	\$820,000	\$20,000	\$800,000
Shelter Operations	5.5 FTE	\$341,720	\$5,000	\$336,720
Veterinary Center	4	\$380,200	\$193,750	\$186,450
Licensing Center	4 FTE	\$200,060	\$632,988	(\$432,928)
Adoptions*	0	\$0	\$50,000	(\$50,000)
TOTAL	31 FTE	\$2,307,480	\$911,738	\$1,395,742

No reductions have been calculated for reduced intake that will hopefully result from enhanced education, adoption, and spay/neuter programs.

Recognizing that this recommendation for following best practices does not achieve the objective of saving money for Yolo County municipalities, a reduced staffing level is also presented. The only expenditure cuts that the consultants are comfortable making would be to combine the Outreach/Education Director position with the Volunteer Coordinator which would eliminate the Volunteer Coordinator position and utilizing the Yolo County Sheriff’s Office for dispatch services which eliminates the dispatcher positions. Were AWP workers to be used to clean and feed, two animal services technician positions could be eliminated.

Table 2 - Potential Yolo County Animal Service Agency Costs – Reduced Staffing

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
Davis	\$110,379	9.6%	\$109,913	<\$466>
UC Davis	\$9,424	0.8%	\$9,384	<\$40>
West Sacramento	\$353,152	30.7%	\$351,662	<\$1,490>
Winters	\$37,991	3.3%	\$37,831	<\$160>
Woodland	\$439,555	38.2%	\$437,799	<\$1,855>
Yolo County	\$201,382	17.5%	\$200,532	<\$850>
TOTAL	\$1,151,883		\$1,147,022	<\$4,861>

Combined Education/Outreach Director and Volunteer Coordinator positions; eliminated 2.5 FTE Dispatcher positions, and 2 Animal Service Technicians (kennel workers) in lieu on AWP workers

Privatization

Privatization of animal services through formation of a Joint Powers Authority or contracting with a humane society would allow for more organizational flexibility to subsidize or increase fees as needed, attract a larger donation base and volunteers, and reduce employee costs. Many jurisdictions place animal services in Sheriff or police departments where it gets lost in competing public safety concerns. Flexibility needed to adjust programs and procedures to find the approach that best meets the community’s particular needs is very difficult under the paramilitary approach inherent in law enforcement. Formation of an organization whose primary concern is animal welfare will better serve the public.

Animal Licensing

Yolo County does not have a comprehensive, proactive, aggressive licensing program. Two of the comparison JPAs studied (SEAACA and Stanislaus Animal Services Agency) utilize dog and cat licensing as a way to promote responsible pet ownership by providing a means of identification for pets, making certain pets are vaccinated against rabies, and encouraging spaying and neutering.

Enforcing licensing ordinances is also a way to generate revenue. SEAACA’s Licensing Unit, consisting of one supervisor, four clerks and twelve part-time canvassers, collected \$2,119,905 in revenue in fiscal year 2009-2010. Stanislaus County, which was created as a JPA in December 2010, employs four canvassers. In December 2010, SASA was maintaining just 10,485 licenses. From December 2010 to February 2011, the four canvassers increased the total number of licenses maintained to 28,300. There is great revenue potential for Yolo County through development of an effective licensing program.

Humane Education

Humane education is a vital piece of solving the pet overpopulation puzzle by teaching both children and adults responsible pet ownership principals and the importance of spaying and neutering. The principles of responsible pet ownership include licensing and providing a

permanent means of identification, spaying or neutering, providing physical training, physical care, and medical attention for companion pets, and not allowing pets to become a threat or nuisance to the community.

The Humane Society of the United States has acknowledged that animal abuse is an early warning sign in children who may develop antisocial tendencies that can lead to more serious problems. Humane educators have found that students involved in humane education classes learn respect and kindness toward animals that is translated to people, the environment, and themselves. The National Parent Teachers Association has stated that “Children trained to extend justice, kindness and mercy to animals become more just, kind and considerate in their relationships with one another.”

The State of California Education Code Section 233.5(a) states, “Each teacher shall endeavor to impress upon the minds of the pupils the principles of morality, truth, justice, patriotism, and a true comprehension of the rights, duties, and dignity of American citizenship, and the meaning of equality and human dignity, including the promotion of harmonious relations, **kindness toward domestic pets and the humane treatment of living creatures**, to teach them to avoid idleness, profanity, and falsehood, and to instruct them in manners and morals and the principles of a free government.”

Volunteer Program

Yolo County currently has a volunteer program of its own and is assisted by volunteers through a contract with the Yolo Humane Society. The HSUS has created a special manual that offers advice and strategy on volunteer management specific to animal care organizations. Topics covered include deciding if the organization is ready for volunteers, developing good staff-volunteer relationships, determining the role of volunteers, recruiting volunteers, screening volunteers, training volunteers, scheduling and record keeping, working with youth volunteers, keeping volunteers safe, supervising volunteers, and retaining and motivating volunteers.¹ The comparison agencies studied all have robust, formal volunteer programs. Both staff and stakeholders stated that having a volunteer coordinator would greatly enhance services at the shelter.

Working with animal advocates requires a balance of hearing their concerns and directing their emotional energy towards a common mission of reducing euthanasia rates and treating all animals humanely. A training program, recognition program, and procedures manual should be developed and strictly adhered to.

Spay & Neuter Services

Aggressive spay/neuter programs are the key to lowering pet overpopulation and euthanasia rates which in turn saves money because less animals are handled by animal control and shelters. The Hayden Bill (SB 785, 1998) directs that public shelters “should aggressively promote spay and

¹ Betsy McFarland, *Volunteer Management for Animal Care Organizations* (Washington D.C.: Humane Society Press, 2005).

neuter programs to reduce pet overpopulation.” The Vincent Bill (AB 1856, 1998) states that “it is the intent of the Legislature, by enacting this act, to reduce the number of unwanted dogs and cats in California. . . The single most effective prevention of overpopulation among the dog and cat population is spaying and neutering.”

The critical component to lowering animal shelter intake and reducing the euthanasia rates is the availability of affordable or no-cost spay and neuter surgeries for all pet owners regardless of income.

Animal Shelter

The two sections of the animal shelter in Yolo County were built in 1970 and 1974. They are old, inefficient and, for the most part, unpleasant to visit. Modern shelters attract the public to come adopt pets, volunteer their services, purchase licenses or attend a humane education class. More importantly, modern shelters are designed for positive interaction between people and animals whether the people are animal professionals or the public. Veterinary standards for shelters have advanced dramatically since the Yolo County shelter was constructed. Drainage, HVAC, mechanized cleaning systems, non-porous surfaces, high-walled kennels are among the systems that have been developed to control disease and reduce the effort needed to clean and disinfect animal areas.

In Summary

Yolo County Animal Services (YCAS) are already doing a lot of the things that will ultimately save money by lowering the euthanasia rate and reducing the number of unwanted animals in the community. YCAS is understaffed and working within a shelter that is difficult to clean and not designed to encourage adoption, volunteerism, education or any public involvement. There are improvements that could be made and some programs that could be added to enhance this effort.

Based on this cursory examination of YCAS, following best practices by increasing staff, reducing benefits, adding a veterinary clinic, education and outreach, a volunteer coordinator and an expanded licensing program do not save the Yolo County municipalities money, and, in fact, increase costs. It is possible to reduce this staffing, but the consultants are not in favor of eliminating the programs that will move the county towards decreased euthanasia rates. Because Yolo County has already taken advantage of economies of scale by combining services, the population base is smaller than the comparison agencies and the small staff at YCAS is doing a good job with minimal resources, the savings realized by larger jurisdictions through privatization do not pencil out for Yolo County. This is not to say that Yolo County couldn't make improvements to their Animal Services. Many of the recommendations from this report such as adding a licensing program, increasing vaccination clinics, adopting mission statements, and adopting Problem-Oriented Policing and Community-Oriented Policing models for field services are cost neutral or cost beneficial and should be considered.

COMPARISON AGENCIES

Marin Humane Society

Marin County and all of Marin's cities and towns provide animal control services through a joint powers agency (JPA). The cost is shared 30% by the county and 70% apportioned between the cities and towns. Marin County contracts with the Marin Humane Society (MHS) to provide animal control and sheltering services on behalf of the JPA. The contract specifies services to be provided by MHS (including calls for service, licensing, complaints, inspections and other State mandates) and those tasks to be performed by the County (dispatch, health officer duties). The contract does not require MHS to provide humane education, adoption and foster programs or a veterinary medicine program. MHS provided these programs prior to contracting with the county and cities and continues to operate them to maintain and reduce the animal population.

The area of service, Marin County, is approximately 2,000 square miles with a population of 250,750. Their 2011 expenses were \$6,613,102 with revenues of \$6,907,574, including \$2,004,803 in donations, grants and bequests. MHS took in 1,420 dogs and 1,443 cats for 2011 with a total of 2,239 of these animals adopted (60.8%). Their owner redemption rate is 45.5 percent for dogs and 11 percent for cats. Coupled with their adoption rates, they have one of the highest live release rates in Northern California.

Santa Cruz County Animal Services Authority

The Santa Cruz County Animal Services Authority (SCASA) was established in 2002 as a JPA between Santa Cruz County and the cities of Capitola, Santa Cruz and Scotts Valley. Capitola opted out in 2007 and Watsonville came in at the same time. SCASA provides animal field services, dead animal disposal and shelter services for the partner municipalities. The purpose of the JPA is to share animal services expertise and optimize expenditures while providing a high level of service to the citizens of the partner cities.

SCASA's FY 2010-11 expenditures were \$3,205,065, revenues \$3,107,069 with a net cost of \$97,996. There are 32.5 positions budgeted including a General Manager, Field Manager, Shelter Manager, Volunteer Coordinator, Animal Care Coordinator, Client Services Coordinator and six Animal Control officers.

The population served is 243,356 with a service area of approximately 2,000 square miles. SCASA operates out of its new Santa Cruz facility but maintains two satellite shelters in Scotts Valley and Watsonville.

SCASA only euthanized 21.4 percent of dogs and 36.5 percent of cats in FY 2010-11.

Southeast Area Animal Control Authority (SEAACA)

SEAACA is a JPA entered into by the cities of Norwalk, Pico Rivera, Downey, Bell Gardens, Montebello, Paramount, Santa Fe Springs, South El Monte, South Gate, Vernon, Bellflower, Buena Park, Lakewood and La Palma in Los Angeles County. The original JPA was established by Norwalk and Pico Rivera in 1975 with the other cities joining over the next 20 years. The current agreement is in effect until 2020. In 2000, SEAACA gutted their existing shelter and remodeled the 17,000 square foot building into a state-of-the-art humane society with a veterinary clinic.

The JPA has 59 full-time and 13 part-time employees and total projected expenditures of \$4.9 million in its 2009-10 budget. This includes a field operations staff of 21, shelter operations staff of 21, and veterinary staff of eight. Spending per capita is \$5.98 per person for animal services. Operating revenues are \$1.4 million with participating cities contributing a percentage of the difference.

The combined population of the fourteen partner cities is 814,666, and an area of approximately 96 square miles. In 2011, SEAACA handled 10,492 dogs and 13,981 cats with a euthanasia rate of 53 percent for dogs and 86 percent for cats, including feral and unweaned kittens.

Stanislaus Animal Services Agency

The Stanislaus Animal Services Agency was formed as a JPA between the cities of Ceres, Hughson, Modesto, Patterson, Waterford and Stanislaus County in October of 2009. The agency opened a new \$8.8 million dollar, 35,535 square foot shelter in December of 2010.

The agency has 30 employees and their FY2011-12 operating budget is \$3,184,380. A recent article in the Modesto Bee praises the new shelter as more inviting to the public, easier to clean and much more efficient. However, the agency is under criticism for failing to improve their euthanasia rate. Of the 16,214 pets impounded in 2011, only 1,140 (5.6 percent) were reclaimed and 2,038 were adopted (10.1 percent).

San Joaquin County

The cities of Lathrop, Lodi, Manteca, Stockton, Tracy and San Joaquin County jointly commissioned a study of their animal control agencies to determine if improved services and cost savings could be realized under a combined reorganization. The study was completed in April of 2011. The study showed that most of the cities could save money, dramatically increase services to their citizens and improve humane practices by forming a JPA and enhancing revenues.

The study recommended that the JPA, if formed, work toward building a new shelter to realize economies of scale for sheltering the county's animals and to add space for adoption, education and veterinary programs. An updated shelter would also reduce the cleaning workload and the

spread of disease. Only the City of Stockton and San Joaquin County chose to continue work on formation of a JPA. They are currently in the implementation stage and hope that the City Council and Board of Supervisors will adopt the JPA later this year with potential implementation in early 2013.

The combined FY2011-12 operating budget for Stockton and San Joaquin County is \$2,855,957 (net cost \$2,043,259) and the two agencies took in 5,310 cats (euthanasia rate 78%) and 6,984 dogs (euthanasia rate 57.7%) in FY2010-11. The combined population for the two entities is 448,003.

ANIMAL SERVICES SURVEY
Yolo County

Please answer the following questions to the best of your knowledge. Use the back side or an attached sheet to add to an answer if space does not allow.

1. Name/Title of Contact Person _____
2. Telephone Number(s) _____
3. E-mail _____

----- IT SYSTEMS -----

4. What type of IT system does your Animal Services (AS) staff use? _____

5. How are your calls for service (CFS) dispatched? _____
6. Do you have a dedicated dispatcher? Yes No If "No," what other duties does your dispatcher perform? _____
7. How are complaints logged? _____
8. Who does data input into your IT system? _____
9. What is your after-hour call procedure? _____

10. Do the AS officers have computers in their vehicles? Yes No If "No," do they input data at an alternate location or do others do the input? _____
11. Do you have a website? Yes No Who updates it? _____

----- SHELTER INFORMATION -----

12. Do you admit any animal into your shelter, including farm/ranch/exotic? _____

13. Do you charge for accepting animals into your shelter? Yes No If "yes" do charges vary by type of intake & what are those amounts? _____

14. What happens when your shelter is at capacity? _____
15. Do you have a quarantine area? Yes No If "Yes," how many kennels? _____
16. How often is it utilized? _____
17. Do you quarantine prior to adoption? Yes No If "Yes", how long? _____
18. How many kennels, etc. do you have for each type of animal that comes into your shelter? _____

19. For each type, what percent of capacity are you usually at or does it vary significantly? _____
20. What type of temperament testing do you do? _____
Who does it? _____
21. What hours & days does your shelter operate? _____
What are the public (open) hours? _____

----- FEE SCHEDULE -----

PLEASE ATTACH A COPY OF YOUR FULL 2010/11 AS FEE SCHEDULE

22. What is/are your licensing fees? _____
23. How many current licenses are you maintaining? _____
24. Do you cover your costs? Yes No Don't know
25. How and where are licenses sold? _____
26. What are your adoption fees? _____
27. Do you charge for transfers to other shelters/rescues? Yes No Amount? _____
28. When you issue citations is there an alternative for an administrative fee to be paid? _____

----- FIELD SERVICES -----

29. Does the County have a code/ordinance that covers all the cities or does each city have one? _____
30. How are calls for service (CFS) taken (i.e. officer, phone, internet)? _____
31. How do you prioritize your calls for service? _____
32. Are all CFS addressed? Yes No If "No", explain _____
33. List response times for your various types of CFS: _____
34. List the number & types of vehicles that you utilize and whether they have winches, lifts, climate-controls, radios and computers: _____
35. Do your officers carry firearms? Yes No What equipment do they carry? _____
36. Do your officers perform chemical capture? Yes No
37. Write the web address of the animal ordinance(s) that governs your municipality OR attach a copy to this survey: _____
38. What are your shift hours and how many officers per shift? _____

Please attach a map of patrol areas if possible.

39. Is this staffing level sufficient? _____

40. Who investigates complaints? _____

-----BUDGET/STAFFING-----

41. Do you hold regularly scheduled staff meetings? Yes No If "Yes," how often? _____

42. List typical agenda items for staff meetings: _____

43. AS job classifications _____ positions allocated _____ positions filled _____ salary _____ benefits _____

44. What is your overhead rate? _____

45. What department is AS part of in your municipality? _____

46. Are you in a General Fund department? Yes No If "No," what fund? _____

47. Do you rely on volunteer staffing? Yes No If "Yes," how many hours? _____ per _____

48. What volunteer/humane/rescue groups do you work with? _____

49. What functions do they perform for you? _____

50. What outside agencies/groups do you contract with for services besides veterinary? List service & cost: _____

51. What alternate sources of funding (grants, donations) do you receive? List source & amount: _____

52. Have you utilized SB90 cost recovery claims? ? Yes No If "Yes," describe: _____

53. List revenue name & amount collected each of these years (i.e. Licensing fees) OR submit revenue reports for each year (with estimated revenue vs actual revenue: _____

2011/12 2010/11 2009/10 2008/09 2005/06 2000/01

54. 2011/12 2010/11 2009/10 2008/09 2005/06 2000/01
(do separately for each jurisdiction, if possible – county + each city)

jurisdiction

population

full-time staff

part-time staff

intake dogs

adopted dogs

returned dogs

euth. dogs

intake cats

adopted cats

returned cats

euth. cats

other intake

other adopted

other returned

other euth.

55. How is each city and the county charged for Animal Services (AS)? _____

56. If you know the budget for the various functions within AS (i.e. Field Services, Kennel) for current year, list those breakdowns on the back side of this sheet.

PLEASE ATTACH TO THIS SURVEY COPIES OF YOUR YEAR END AS BUDGET VS ACTUAL EXPENDITURE REPORT FOR YEARS ABOVE

----- TRAINING -----

56. Do you hold regular staff training? Yes No If "Yes," in what areas? _____

57. How often does training occur? _____

58. How are new staff trained? _____

59. What are your minimum training requirements? _____

60. What is your mission statement or write "don't have one" _____

61. What are your goals/objectives? _____

62. How are staff evaluated? _____

63. What are your performance standards? _____

----- SPAY/NEUTER/VETERINARY SERVICES -----

64. Do you have internal veterinary services and what services do they provide? _____

65. Do you also use outside veterinary services? _____ If yes, how many veterinary offices do you utilize? _____ List fees paid for primary services:

66. Do you have a shelter medicine program? Yes No

67. Do you offer low-cost spay/neuter or vaccines? Yes No

68. Do you have veterinarians visit your shelter? Yes No If "Yes," what services do they perform on site? _____

----- EDUCATION/HUMANE PROGRAMS -----

69. What types of education programs for the community do you now provide (or put "None")? _____

63. Do you have a formal adoption program? Yes No If "Yes," describe: _____

64. Do you have a formal foster program? Yes No If "Yes," describe: _____

65. Describe any other types of humane programs that you provide: _____

Thank you!

Attached to this survey should be:

- ____ 2011/12 Animal Services Fee Schedule(s)
- ____ Animal ordinance for your municipality if you haven't listed a web address
- ____ Budget vs Actual Expenditure for 2000/01, 2005/06 and 2008/09= 2011/12
- ____ Patrol Map
- ____ Animal Services Organization Chart

Please attach any other documentation that you feel more fully answers the questions.

CAT STATISTICS

Table 3 - Yolo County Agency Cat Statistics

Jurisdiction 2010-11	Intake ¹	Adopt/ Trans/Res ²	%	Redeem	%	Euth ³	%
Davis	223	56	25.1	30	13.5	137	61.4
UC Davis	10	0	0.0	8	80.0	2	20.0
West Sacramento	653	161	24.7	18	2.7	474	72.6
Winters	98	29	17.6	2	1.2	67	40.6
Woodland	949	260	27.4	50	5.3	639	67.3
Yolo County	587	113	19.3	32	5.4	442	75.3
Out of County	38	22	57.9	7	18.4	9	23.7
Unknown (Night Box)	25	13	52.0	0	0.0	12	48.0
TOTAL	2,583	654	25.3	147	5.7	1,782	69.0
Marin Humane Society	1,443	963	66.7	159	11.0	321	22.2
Santa Cruz ASA	2,551	1,512	59.3	107	4.2	932	36.5
SEAACA	9,294	1,219	13.1	168	1.8	7,907	85.1
Stanislaus ASA	8,277	569	6.9	118	1.4	7,590	91.7
San Joaquin County	5,310	383	7.2	785 ⁴	14.8	4,142	78.0

1 for purposes of these charts, intake is the total of adopted/transferred/rescued, redeemed by owner, and euthanized animals

2 adopted category includes transfers to other agencies and non-profits.

3 euthanasia category includes owner-requested euthanasia

4 includes Trap/Neuter/Release program feral cats in redeem statistics

Table 4 - Yolo County Agency Cat Data – 9-Year Comparison

County-wide Cat Data	2001-02	%	2005-06	%	2010-11	%
Adoptions/Transfers	762	28.8	867	26.2	654	25.3
Redeemed by Owner	71	2.7	140	4.2	147	5.7
Euthanized	1,810	68.5	2,300	69.5	1,782	69.0

DOG STATISTICS

Table 5 - Yolo County Agency Dog Statistics

Jurisdiction 2010-11	Intake ¹	Adopt/ Trans/Res ²	%	Redeem	%	Euth ³	%
Davis	193	56	29.0	94	48.7	43	22.3
UC Davis	5	2	40.0	2	40.0	1	20.0
West Sacramento	472	172	36.4	122	25.8	178	37.7
Winters	71	28	39.4	27	38.1	16	22.5
Woodland	853	393	46.1	248	29.1	212	24.8
Yolo County	366	176	48.1	74	20.2	116	31.7
Out of County	31	12	38.7	10	32.3	9	29.0
Unknown (Night Box)	16	13	81.3	3	18.8	0	0.0
TOTAL	2,007	852	42.5	580	28.9	575	28.6
Marin Humane Society	1,420	595	41.9	646	45.5	179	12.6
Santa Cruz ASA	2,316	1,079	46.6	741	32.0	496	21.4
SEAACA	9,837	3,657	37.2	1,694	17.2	4,486	45.6
Stanislaus ASA	7,937	2,419	30.5	901	11.4	4,617	58.2
San Joaquin County	6,984	2,439	34.9	512	7.3	4,033	57.7

1 for purposes of these charts, intake is the total of adopted/transferred/rescued, redeemed by owner, and euthanized animals

2 adopted category includes transfers to other agencies and non-profits.

3 euthanasia category includes owner-requested euthanasia

Table 6- Yolo County Agency Dog Data – 9-Year Comparison

County-wide Cat Data	2000-01	%	2005-06		2009-10	%
Adoptions	742	31.1	828	33.8	852	42.5
Redeemed by Owner	682	28.6	867	35.4	580	28.9
Euthanized	964	40.4	755	30.8	575	28.6

DEMOGRAPHICS

Table 7 - Yolo County Population Data

Jurisdiction 2012	Human Population	Est Dog Population	Est Cat Population
Davis	65,622	16,589	18,718
UC Davis	-	-	-
West Sacramento	48,747	12,323	13,903
Winters	6,624	1,675	1,889
Woodland	55,468	14,022	15,819
Yolo County	26,492	6,697	7,556
TOTAL	202,953*	51,306	57,885

*From the National Association of Counties

Estimated 202,995 dogs and cats in participating Yolo County jurisdictions. Source: American Veterinary Medical Association Animal Population Calculator http://www.avma.org/reference/marketstats/ownership_calculator.asp

Numbers *do not* include: Ferrets, Rabbits, Hamsters, Guinea Pigs, Gerbils, Other Rodents, Turtles, Snakes, Lizards, or Livestock, all of which are responsibilities of Animal Services agencies.

Table 8 - Agency Per Capita Finances

Jurisdiction 2010-11	Actual Expense	Actual Revenue	Net Cost <Gain>	Per Capita Expense	Per Capita Revenue	Per Capita Net Cost
Yolo Co	\$1,689,723	\$1,414,627	\$275,096	\$8.33	\$6.97	\$1.36
San Joaquin Co	\$2,830,071	\$722,772	\$2,107,299	\$6.30	\$1.61	\$4.69
SCASA	\$3,205,065	\$3,107,069	\$97,996	\$13.17	\$12.77	\$0.40
Marin HS ¹	\$6,613,102	\$6,907,574	<\$294,472>	\$26.37	\$27.55	<\$1.17>
SEAACA ²	\$4,929,268	\$1,415,792	\$3,513,476	\$6.05	\$1.74	\$4.31
Stanislaus ASA	\$3,348,060	\$1,830,623	\$1,510,437	\$8.47	\$4.65	\$3.82

1 Includes \$2,254,071 revenue in grants & bequests

2 FY2010-11 budget data was unavailable for SEAACA so 2009-10 data was used

Comparison Population: San Joaquin Co (includes County & Stockton) 449,106, SCASA 243,356, MHS 250,750, SEAACA 814,666, Stanislaus ASA 395,439

Table 9 - Agency Per Animal Costs

Jurisdiction	2010-11 Expense	2010-11 Animals Handled	Spending per Animal	2010-11 Net Cost	Net Cost per Animal
Yolo Co	\$1,689,723	4,590	\$368.13	\$275,096	\$59.91
San Joaquin Co	\$2,830,071	12,294	\$230.20	\$2,107,299	\$171.41
SCASA	\$3,205,678	4,867	\$658.53	\$97,996	\$20.13
Marin HS*	\$6,613,102	2,863	\$2,309.85	<\$294,472>	<\$102.85>
SEAACA	\$4,929,268	19,131	\$257.66	\$3,513,476	\$183.65
Stanislaus ASA	\$3,348,060	16,214	\$206.49	\$1,510,437	\$93.16

Table 10 - Agency Officer Per Capita Data

Jurisdiction	Human Population	2010-11 Intake	Intake per Capita	# of AS Officers	Officers per Capita	Officers per Intake
Yolo Co	202,953	4,590	1 per 44.2	8	1 per 25,369	1 per 574
San Joaquin Co	449,106	12,294	1 per 36.5	13	1 per 34,547	1 per 946
Santa Cruz ASA	243,356	4,867	1 per 50.0	6	1 per 40,599	1 per 811
Marin HS	250,750	2,863	1 per 87.6	9	1 per 27,861	1 per 318
SEAACA¹	814,666	19,131	1 per 42.5	21	1 per 38,794	1 per 911
Stanislaus ASA	395,439	16,214	1 per 24.4	9 ²	1 per 43,938 ³	1 per 1,802

1 FY2010-11 was unavailable for SEAACA so 2009-10 data was used

2 Stanislaus County ASA does not provide animal control for the City of Modesto. This lowers the population figure for officer per capital data to 194,274.

3 Stanislaus ASA employs 6 officers; City of Modesto employs 3 officers.

CALLS FOR SERVICE

Table 11 – FY 10-11 Yolo County Animal Services Calls for Service

	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	TOTAL
Davis ASOs	335	149	293	309	1,086
City of Davis*					198
Davis Total					1,284
West Sac ASOs	769	558	734	706	2,767
Winters ASOs	123	46	165	168	502
Woodland ASOs	795	583	633	813	2,824
Yolo Co ASOs	765	582	631	648	2,626
UC Davis	61	7	104	121	293
TOTAL	2,848	1,925	2,560	2,765	10,296

**City of Davis numbers are animal-related calls handled by Davis PD; they do not include noise/barking dog complaints and were not reported quarterly.*

Table 12 – FY 10-11 Yolo County Animal Services Calls for Service by Quarter

Patrol Calls	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
ANI 1- Priority (Vicious, sick, etc.)	738	625	711	697	2,771
ANI 2-All others, lower priority.	1,468	1,148	1,055	1,263	4,934
10-21-Citizen requests phone call	4	5	3	5	17
10-6/903-Out of Service, busy	1	1	1	2	5
956-Assist outside agency	27	14	12	28	81
970-Out on Follow Up	98	88	74	103	363
SPECOP-Out on a detail	1	1	2	1	5
Call-Out 1700 to 0800 hrs	69	43	35	84	231
Service Maintenance	444	0	669	576	1,689
TOTAL CALLS	2,850	1,925	2,562	2,759	10,096
Patrol Actions	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
Notice to Appear	21	6	21	14	62
Verbal Warning	33	28	28	40	129
Written Warning	34	48	20	20	122
TOTAL ACTIONS	88	82	69	74	313

Patrol Hours	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	TOTAL
Regular	2,179	1,618	1,871	1,801	7,469
Overtime - includes call-out	601	359	385	254	1,589
TOTAL PATROL HOURS	2,780	1,977	2,256	2,055	9,058

Table 13 – FY 10-11 Yolo County Animal Services Calls for Service by Jurisdiction

Patrol Calls	Davis	Wdlnd	W Sac	Wtrs	UCD	YoCo	OOO	Unkn	TOTAL
ANI 1- Priority	271	920	813	91	10	666	n/a	n/a	2,771
ANI 2	501	1,431	1,493	166	63	1,280	n/a	n/a	4,934
10-21	0	0	0	1	0	16	n/a	n/a	17
10-6/903	0	2	0	0	0	3	n/a	n/a	5
956	0	4	0	1	0	76	n/a	n/a	81
970	18	48	34	3	1	259	n/a	n/a	363
SPECOP	3	0	1	0	0	1	n/a	n/a	5
Call-Out 1700 to 0800 hrs	30	89	94	13	5	n/a	n/a	n/a	231
Service Maintenance	263	330	332	227	214	324	n/a	n/a	1,689
TOTAL CALLS	1,086	2,824	2,767	502	293	2,625	0	n/a	10,097*
	10.76%	27.98%	27.42%	4.97%	2.85%	26.01%	0.00%	n/a	100%
Patrol Actions	Davis	Wdlnd	W Sac	Wtrs	UCD	YoCo	OOO	Unkn	TOTAL
Notice to Appear	8	16	18	1	0	19	n/a	n/a	62
Verbal Warning	22	22	79	2	1	11	n/a	n/a	137
Written Warning	2	67	7	3	0	43	n/a	n/a	122
TOTAL ACTIONS	32	105	104	6	1	73	n/a	n/a	321
Patrol Hours	Davis	Wdlnd	W Sac	Wtrs	UCD	YoCo	OOO	Unkn	TOTAL
Regular	804	2,090	2,048	371	213	1,942	0	n/a	7,468
Overtime – includes call-out	172	447	438	79	46	416	0	n/a	1,598
TOTAL PATROL HRS	975	2,537	2,486	451	259	2,358	0	n/a	9,065
<i>% of total calls</i>	10.76%	27.98%	27.42%	4.97%	2.85%	26.01%	0.00%	0.00%	100%

*Total calls in Table 11 do not match data provided for Table 12

Table 14 - Yolo Emergency Service Agency CFS by Day of the Week (FY2010-11)

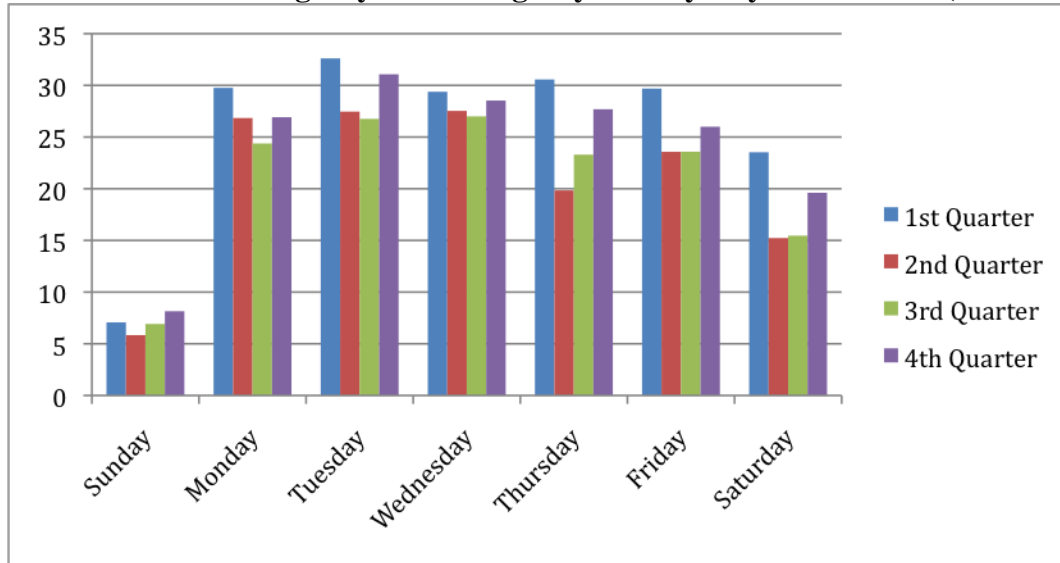
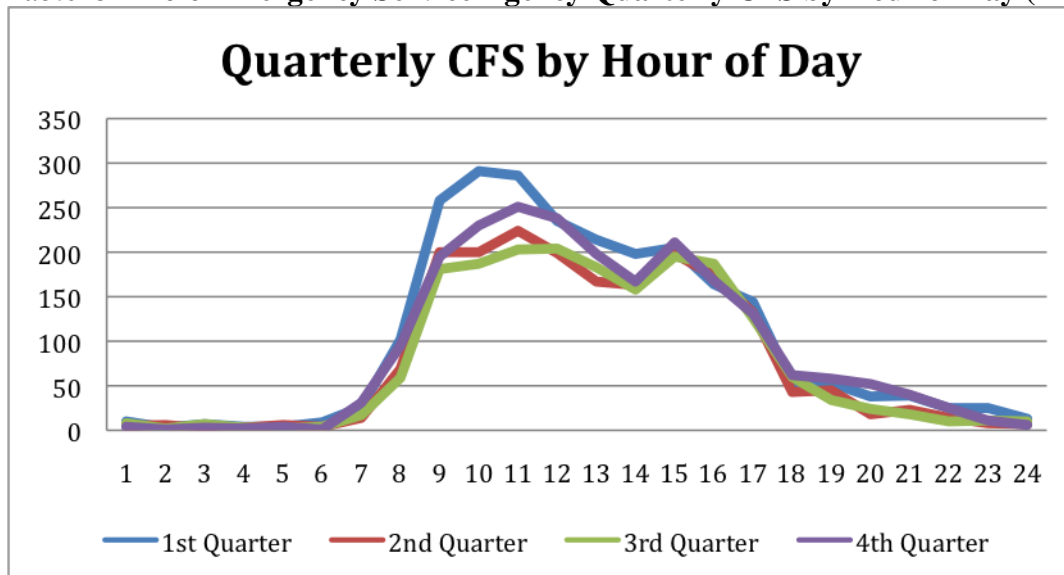


Table 15 - Yolo Emergency Service Agency Quarterly CFS by Hour of Day (FY2010-11)



1 = 1:00 a.m. (0100 hours)
 24 = 12:00 a.m. (2400 hours)

BUDGET DATA

Table 16 - Yolo County Agency Budget Data – 9-Year Comparison

Fiscal Year	Actual Expense	Actual Revenue¹	Net Cost	Change	%
2000-01	\$923,076	\$339,058	\$584,018		
2005-06	\$1,541,381	\$427,990	\$1,113,391	\$529,373	90.6
2008-09	\$2,080,580	\$578,880	\$1,501,700	\$388,309	34.9
2009-10	\$1,814,091	\$486,031	\$1,328,060	<\$173,640>	-11.6
2010-11	\$1,689,723	\$459,277	\$1,230,446	<\$97,614>	-7.4
2011-12²	\$1,738,315	\$586,523	\$1,151,792	<\$78,154>	-6.4

1 Does NOT include contract payments from cities & county

2 Budget data, not actual

Table 17 - Yolo Payments for Animal Services

Jurisdiction	2011-12 Payment	%
Davis	\$110,379	9.6
UC Davis	\$9,424	0.8
West Sacramento	\$353,152	30.7
Winters	\$37,991	3.3
Woodland	\$439,555	38.2
Yolo County*	\$201,382	17.5
TOTAL	\$1,151,883	

*expense budget less revenue budget

ANIMAL FIELD SERVICES

In 1990, Herman Goldstein published a book called, “Problem-Oriented Policing.”² Problem-Oriented Policing (POP) is a strategy that involves the analysis of crime, disorder, and public nuisance problems. The goal is for police agencies to address problems proactively rather than reactively. POP strategies were introduced to police agencies throughout the 1990’s and into the twenty-first century.

Community policing or neighborhood policing is a policing strategy and philosophy based on the notion that community interaction and support can help control crime. Most police agencies, when questioned about their policing philosophy, will answer that they practice either POP or Community-Oriented Policing (COP).

Unfortunately, animal services sections of law enforcement agencies have not always been brought into the POP/COP training and philosophy and, therefore, have neglected to take a significant leadership role in reducing the euthanasia of healthy dogs and cats. Traditional animal control departments practice a reactive strategy where calls for service are handled after the incident occurs and is reported, while modern animal services strategies, like modern policing strategies, focus on proactive approaches such as population control through spaying and neutering of dogs and cats. Many communities have progressive animal services strategies that result in lower numbers of calls for service and lower intake at animal shelters.

Animal services departments can adopt the proactive POP/COP strategies to address the animal overpopulation problem by educating the community about the nature of the problem (too many dogs and cats), developing strategies to resolve the problem (Trap/Neuter/Return programs for feral cats, differential licensing fee schedules, aggressive adoption programs, spaying/neutering of dogs and cats, and, humane education) and, by forming public/nonprofit partnerships.

Utilizing a POP/COP philosophy can result in animal services agencies taking a leadership role in reducing the pet overpopulation problem in the future.

Yolo County Sheriff’s Office, Animal Services Section operates a Field Services Program for participating jurisdictions. Yolo County currently has six (6) Animal Control Officers and one (1) Sergeant (supervisor). One Animal Control Officer is currently assigned to the shelter full time and effective July 1, 2012, a second Animal Control Officer will be assigned to assist with shelter cleaning before reporting for field duties. This assignment change is due to funding from the Sheriff’s Discretionary Fund for a part-time Animal Services Assistant being eliminated. The comparison JPA Field Services officers only handle calls for service and field duties and have no shelter operations duties.

Support staff for Field Services officers (officers) varies from jurisdiction to jurisdiction. Support staff includes dispatchers, call takers (answer telephone or computer service requests or questions from the public), and data entry and processing staff. Yolo County contracts with Yolo Emergency Communications Agency for call taking and dispatching. All the JPA agencies

² Herman Goldstein, *Problem Oriented Policing* (Philadelphia: Temple University Press, 1990).

studied have dedicated Animal Services dispatchers. JPA agencies vary in assigning employees to answer the telephones.

Only SEAACA has a 24/7 Field Services Unit when they are fully staffed. All other agencies examined rely upon local law enforcement dispatchers and police agencies to handle animal services field calls after hours (when animal services personnel are not on duty). All have some sort of call out procedure for after hours calls requiring the presence of animal services officers.

Management of Field Services programs also varies from agency to agency. Yolo County Animal Services operates under the authority of the Sheriff's Office and has a civilian manager/chief animal services officer, who reports to the patrol division Captain assigned.

All of the comparison JPAs employ Executive Directors. Additional management positions at all levels of the organizations are specific to animal sheltering and animal control (field services).

Current State of Yolo County Field Services Program

Yolo County Animal Services Officers currently work eight-hour shifts and the shifts are staffed Monday through Saturday from 0800-1700 hours. There are currently no officers on duty on Sunday's in Yolo County. There are normally anywhere from two to four officers working on any given day. If an officer is called out during off duty hours, the officer is compensated at 1 ½ times their normal pay for a minimum of two hours. If the callout lasts more than two hours, they are compensated for actual time worked.

All Animal Services Section personnel perform data entry duties in the Chameleon database that is utilized by Yolo County Animal Services. Officers have Toughbook computers in their vehicles and have the ability to receive dispatched calls and communicate with Yolo Emergency Communications Agency, write reports, and input data from the field. There are also a number of desktop computers at the shelter available for their use.

When Yolo Animal Services Section personnel are not on duty, animal-related calls are either faxed to animal services officers for the next day, cancelled, or handled by law enforcement agencies if the call does not require an Animal Services Officer on overtime.

Yolo County officers perform chemical capture³ and carry the requisite equipment. Their arsenal also contains Tazers, OC (Oleoresin Capsicum) pepper spray, tactical batons, and firearms including shotguns, Mini-14's, and dart weapons (handgun and rifle).⁴

³ Chemical Immobilization Capture or "chemical capture" is the method utilized to capture animals when all other methods have failed. The decision to utilize chemical capture is based on the need to capture the animal, the species, and its condition. The objective is to capture the animal while inflicting the least amount of pain, injury or stress. Chemical capture is carried out by using a controlled substance that is carried by a projectile, dart, needle, syringe, propellant, projectile or firearm to immobilize the animal.

⁴ Tactical (collapsible) batons. The ease of carry and lightweight, makes the tactical baton or "bite stick" an impact weapon that is both convenient and tactically effective for use by Animal Control Officers. This weapon is normally illegal to carry in California, however may be carried by animal control officers under the authority of section 12002(a) of the California Penal Code.

Calls for Service Data

The data provided was difficult to analyze because only raw numbers were given and there was not a breakdown of types of animal calls, no data was available on how long calls were held before being dispatched, en route times, follow up and investigation times, reporting writing times, etc. The field services calls were listed as “ANI1-Priority, ANI2, 10-21, 10-6/903, 956, 970, SPECOP, Call Out 2000 to 0800 hours, and Service Maintenance.” Numbers of Notices to Appear (citations), Verbal Warnings and Written Warnings by jurisdiction were also provided. Because Yolo County uses law enforcement dispatch software rather than the Chameleon database dispatch module, reports such as Officer Activity by Beat (area worked) were not readily available. For these reasons, calls for service data is included to give the reader a general idea of the number and types of calls handled on a daily basis, but the data could not be used to make precise recommendations on the number of personnel needed to consistently handle calls for service.

When calls are received in dispatch after-hours, contact is made with the on-duty law enforcement sergeant for that jurisdiction. If the sergeant says to dispatch the on-call animal control officer, that is done and the officer is dispatched on the call to timestamp it. If the sergeant advises dispatch to hold the call for the next business day, a unit is dispatched in the dispatch system to close it out for law enforcement. The call is then sent to the printer at the animal control office to be handled the next day.

For these reasons, the data on calls for service by day of week is skewed. Sundays and holidays are underrepresented. Call numbers on weekdays and holidays support staffing on Sundays.

Yolo County animal field services is not broken down by beats in the Computer-Aided Dispatch system. The officers may be assigned to specific areas to work but that will not be reflected by computer statistics.

See Calls For Service/Deployment charts starting on page 23.

What California Joint Power Authority's (JPA's) are Doing

Santa Cruz Animal Services Authority (SCASA)

SCASA Field Services is managed by a Supervising Field Manager who oversees the work of one Lead Animal Control officer, five full-time Animal Control officers, two part-time Animal Control officers (currently unfunded) and one full-time dispatcher. The Field Manager reports directly to the General Manager (Executive Director) and is responsible for management oversight of all animal control, field, licensing, and rabies control programs.

SCASA provides animal control field services seven days per week. Their officers perform chemical capture. Officers do not carry side arms, but do carry OC pepper spray and collapsible batons.

Southeast Area Animal Control Authority (SEAACA)

SEAACA's Field Operations Division falls under the management oversight of the Director of Operations, who also oversees shelter operations. The Director of Operations reports to the Executive Director. The Field Operations Division consists of one Sergeant, who is the line supervisor, one Animal Control Corporal, two Senior Animal Control officers and 17 Animal Control officers. The Corporal is responsible for participating in and overseeing investigations. The Sergeant is responsible for SEAACA's fleet management.

SEAACA has two dispatchers, with personnel performing dispatch duties from 0800 to 2000 hours. There are six clerk/cashiers that assist with answering phones and filling in at dispatch. Dispatchers and Clerk/Cashiers fall under the supervision of the Shelter Operations Lead Animal Care Technician (ACT.) During times SEAACA dispatchers are off-duty, the Los Angeles Animal Control dispatch center contracts to answer the telephone and dispatches calls for service.

When fully staffed, SEAACA Field Services Division operates 24-hours per day, 7 days per week. When positions are unfilled, the graveyard shift is not staffed. When there are no graveyard shift officers, the remaining officers rotate daily for stand-by. Officers typically are on stand-by one night per week. They receive one hour of straight time salary for being on stand-by. For each phone call they answer, they receive 15 minutes pay. If they respond from home they get straight time from the time they respond to the time they return home.

SEAACA Animal Control Officers work eight-hour shifts and rotate their days/hours worked every three months.

SEAACA offers participating agencies to contract for an assigned animal control officer. If an agency chooses this option, an increased fee is charged, but they have the services of an officer forty hours per week and the same officer is assigned from week to week in order to provide consistency of service to the agency.

SEAACA officers operate Ford F250 Xtra Cab trucks with climate-controlled compartments for the animals. They carry OC pepper spray, bite sticks and handcuffs. They do not carry side arms, but do perform chemical capture and have access to chemical capture equipment.

They are required to attend eight hours of bite stick update training per year, and 1 to 2½ hour monthly meetings where advanced training is conducted.

SEAACA also has a Licensing Services Division which consists of one Licensing Supervisor, who reports to the Director of Operations, four Licensing Clerks and twelve part-time Licensing Canvassers.

Stanislaus Animal Services Agency

The Stanislaus Animal Services Agency (SASA) is the newest JPA studied for comparison. SASA was established in 2010. SASA has 31 employees, five of whom are Animal Control Officers who handle calls for service in the field. During business hours, SASA has one

dispatcher and two clerks that field telephone calls and dispatch calls for service. SASA utilizes a Chameleon Animal Services database.

When there are no Animal Control officers on-duty, an officer is assigned to be “on-call.” On-call pay ranges from \$3 to \$4 per hour. If the officer is actually called to work, they receive a minimum of two hours pay at 1½ times their hourly wage.

SASA maintains a proactive licensing enforcement program which employs four full-time license canvassers.

SASA Animal Control officers do not carry side arms, but do carry OC pepper spray and collapsible batons.

Marin Humane Society (MHS)

The Marin Humane Society Animal Control staff is managed by an officer holding the rank of Captain, who reports directly to the Executive Director. The mid-manager holds the rank of Lieutenant and the supervisor holds the rank of Sergeant. The lead Animal Control officer holds the rank of Corporal. MHS has six Animal Control officers and two part-time Field Technicians. Field Technicians handle calls for service that do not require the services of an Animal Control officer, such as picking up dead animals and transporting animals from place to place.

The MHS JPA contract requires that MHS provide for a minimum of 32 staff hours covering the County during each 24-hour period, five days per week. On weekends and major holidays, MHS is required to provide 24 animal control staff hours during each 24-hour period.

MHS is required to maintain a licensing compliance program and to conduct one license amnesty effort per contract year. MHS is also required by contract to carry out investigations and activities regarding Rabies Control in conjunction with the County Health Officer.

The County provides dispatching services through the Marin County Sheriff’s Department without cost to the JPA, although MHS Field Services Division has a dispatcher that fields and dispatches calls for service during business hours.

Since forming the JPA, uniform County Ordinances were adopted by each of the agencies participating in the JPA.

Municipal Codes and County Ordinances

Yolo County Ordinance, Title 6, Sanitation and Health, Chapter 1, Animals, dictates the purpose and authority for the Animal Control Law of the County of Yolo. Section 6-1.104 states that the provisions apply to all unincorporated areas of Yolo County and may be applied to any city within the county which requests, by ordinance, the application of provisions within the confines of such city. If a JPA or other private entity were formed, the ordinance would need to be amended to change the administration of animal services from the Sheriff’s Office to the that organization.

SEACCA did not pass an overriding ordinance. SEACCA officers are assigned to each city and carry “cheat sheets” for situations that overlap jurisdictions. MHS, on the other hand, has a Countywide Animal Control Ordinance that was adopted by each participating jurisdiction which allows officers to enforce one set of local ordinances. Passing a countywide ordinance would be the simplest way to operate, but it is workable if this is not possible.

Recommendation for Field Services

The animal services and control agencies studied vary greatly in the staffing models they employ. For purposes of these recommendations, Animal Control Officers are officers who are not Peace Officers, but may exercise the powers of arrest of a peace officer as specified in California Penal Code Section 836 and the power to serve warrants as specified in California Penal Code Sections 1523 and 1530 during the course and within the scope of their employment, if those officers successfully complete a training course in the exercise of those powers pursuant to California Penal Code Section 832, and are specialists in field work consisting of handling calls for service, issuing citations and administrative notices to violators, conducting humane investigations, conducting follow-up inspections, and proactively patrolling to advocate for responsible pet ownership, and do not have ancillary duties in shelter operations or licensing canvassing.

The challenges in designing an Animal Control Field Program for Yolo County include the large geographic area to be covered, the combination of urban and rural settings, and the difficulty in evaluating current call loads.

A 1997 study conducted by the National Animal Control Association (NACA) found the average ratio of field animal control officers to citizens was one officer for every 16,000-18,000 persons. To determine optimum field staffing, local governments must factor in population, the size of the service area and enforcement responsibilities.”⁵ Utilizing just the population formula, Yolo County would need 21-23 officers, an unrealistic formula in today’s fiscal climate.

One method of designing an Animal Control Field Program is the “Calls for Service” model outlined by NACA, as follows:

Determining the number of officers requires an assessment of citizen calls, officer-initiated calls, citations, written warnings, assisting outside agencies, the need for safety and security, a flexible beat structure, time spent on investigations, preventive patrol time and the specific types of service that the public wants and expects.

The basic elements of the “calls for service” model are as follows:

- *Each 8-hour Animal Control position requires 2,920 hours to fill one shift for 365 days.*
- *Officer availability for staffing is determined by deducting from 2,080 hours (the maximum for one year), and the time required for vacation, sick leave, court time, “flex” days and training. In using this model, the average number of hours.*

⁵ Animal Control Management, International City/County Management Association, 2001 P55

dedicated to Animal Control for Animal Control will be 1,832 hours (a standardized ratio), or 229 days.

- *Determine the relief factor (relating to the number of officers needed to fill one position for the entire year) by dividing the number of days of work required for each beat area in a year (365) by the average number of days officers actually work in a year. In using this ratio, the 365 divided by 229 = 1.60 officers per day, per beat area.*⁶

Yolo County currently assigns 6 officers and 1 supervisor to Field Services. As mentioned above, some of these officers and supervisors also have ancillary responsibilities such as staffing the animal shelter. Animal control field services are currently provided six days per week, with no coverage on Sundays.

The consultants recommend that animal control coverage should be provided seven days per week. The following recommendations are made keeping in mind that these are minimum staffing levels, and they should be reviewed and adjusted as justified by analysis of calls for service as it becomes available and as revenue is generated to fund staffing increases, if necessary.

Field Services Recommendation 1: Utilize the Chameleon database dispatch function to track calls for service.

A database designed for animal sheltering and control should be utilized to track all activities of the Animal Services agency. For purposes of this section, the dispatch and investigation modules should be utilized so that accurate tracking of types of calls for service, as well as response times, total time spent on calls, time spent on investigation and follow-up investigation, report writing and transportation are all tracked. Tracking of types of calls for service including domestic animal calls versus livestock and wildlife calls would also be beneficial. Tracking of calls for service by supervisors and management is the only accurate way to determine the effectiveness of a field services program and to determine whether or not goals and objectives are being met.

Field personnel should continue to have computers in their vehicles that are linked to the database and allow them to communicate with dispatchers and each other without tying up the radio to perform data entry and report writing in the field.

Field Services Recommendation 2: Hire two (2) full-time and one (1) part-time clerk/dispatchers, and create a functional phone tree and message system.

Employees familiar with the unique issues related to Animal Control calls for service should be on duty any time animal control officers are in the field. When officers are on duty, it is imperative that someone is monitoring their status for officer safety reasons. Also, some calls regarding animal control, such as answering questions related to the vaccinating and licensing of

⁶ <http://www.nacanet.org/fieldstaffing.html>

animals, as well as searching for lost animals can be triaged on the telephone and may save a call from being dispatched.

Animal control calls differ from police and fire calls in that the calls rarely involve a life-threatening emergency, although the calls are frequently emotionally charged. One dispatcher can adequately handle the dispatching of the number of units recommended here, although assistance will be needed to answer the telephone during heavy call load times. One to two part-time dispatcher(s) that can fill in on days when a full-time dispatcher is not on duty and provide additional coverage for breaks and answering the telephones, coupled with assistance from clerk/receptionists would adequately handle the telephone calls and requests for information from the public. Other duties can be assigned when call loads are light.

Field Services Recommendation 3: Staff the Field Services Division with one Field Supervisor, eight Animal Control Officers, and four part-time Animal Services Technicians.

The staffing model recommended is the minimum number of field services staff the consultants believe would be needed in order to effectively provide animal control services to the areas studied.

The assumptions made for field services and animal control are that service is provided seven days per week, twelve hours per day. Refer to Tables 18 and 19 on pages 36 and 37 for model schedules based upon deployment of staff working ten- or twelve-hour shifts. Each of the model schedules assumes deployment of personnel will be in a two-team format. Each team works as group with opposing two day-off sequences. The exception is on Wednesday for the ten-hour shift schedule model presented.

The Twelve-Hour Shift plan allows staff two full weekends and one partial weekend off during each four-week cycle. Because officers work twelve-hour shifts, in order to work 40 hours per week, four hours must be made up, some jurisdictions work four additional hours per week, while others work an eight-hour day per two-week cycle. The supervisor should make these assignments based on staffing needs, including coverage for special assignments, follow-up investigations, proactive work, inspections, time off and training.

Some of the advantages of twelve-hour shifts are that 1) full-staffing for twelve hours per day is provided, 2) each day-off sequence team works for exactly half of the time that Field Services is on duty, so desirable weekend days off are divided equally, and 3) staff never works more than three days in a row. A disadvantage of twelve-hour shifts is staff fatigue. Assuming personnel get eight hours of sleep per night, they only have four hours a day for personal time on days they are assigned to work. Personnel take ½ hour paid meal breaks during their shifts.

The Ten-Hour Shift plan is the plan currently being utilized by a number of policing agencies in San Joaquin County including the Lodi Police Department, San Joaquin County Sheriff's Office, and the Stockton Police Department.

Employees like this work schedule because it gives them set weekdays, as well as every other weekend off. Employees get two "long" four-day weekends per month. Ten-hour shifts are

reasonable and the expectation is that employees work in a ½ hour paid meal break while in the field.

This staffing model schedules all employees to work on Wednesdays. This can be beneficial because training can be conducted for half the employees on this day while the other half work the field. Later that day, or the next week for longer sessions, the remaining employees attend training while the first group covers the field. This model also allows for special assignments such as follow-up investigations, proactive work and inspections to be conducted on Wednesdays.

Table 18 - Proposed Field Services Staff Assignments

Position	Mon	Tues	Weds	Thurs	Fri	Sat	Sun
Supervisor	1	1	1	1	1	0	0
Officers	4	4	8*	4	4	4	4
Technicians	2	2	2*	2	2	2	2
Dispatcher	1.5	1.5	2	1.5	1.5	1.5	1
TOTAL	8.5	8.5	13*	8.5	8.5	7.5	7

*Staffing on Wednesday's with 10-hour scheduling plan increased.

The Field Services Supervisor works a standard Monday-Friday 0800 hours to 1700 hours shift with a one hour unpaid lunch. This allows for the supervisor to work with both teams of personnel. The supervisor is responsible for scheduling leave, payroll, overseeing investigations, reviewing reports for consistency and accuracy, recommending and conducting training, investigating citizen complaints, setting and reviewing goals and objectives, and performance evaluation among other duties.

This staffing model also calls for two part-time Animal Services Technicians per team. Animal Services Technicians are field personnel who do not have the requisite training of the Animal Control Officer. Technicians can perform duties not requiring the expertise and authority of an officer, such as picking up dead animals, travelling throughout the county to work as a transport vehicle, and taking custody of non-threatening animals so the Animal Control Officers can remain in their assigned beat or area, rather than spend driving time transporting animals to the shelter. Calls for Service peak in Yolo County is between the hours of 8AM-4PM. The deployment of these part-time technicians during peak hours would allow the officers to focus on priority calls for service during these hours.

A second benefit of part-time technicians is that they can be cross-trained for shelter duties, giving management the flexibility of deploying them in the shelter as needed.

Table 19 – Sample Twelve-Hour Shift Deployment Schedule

FIELD SERVICES DIVISION
 Twelve Hour Shifts-"X" = Days Off

EMPLOYEE NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
SUPERVISOR 0800-1700 HOURS						X	X						X	X						X	X						X	X
0700-1900 HOURS*																												
TEAM A																												
OFFICER I			X	X			8*	X	X			X	X	X			X	X			8	X	X			X	X	X
OFFICER II			X	X			8	X	X			X	X	X			X	X			8	X	X			X	X	X
OFFICER III			X	X			8	X	X			X	X	X			X	X			8	X	X			X	X	X
OFFICER IV			X	X			8	X	X			X	X	X			X	X			8	X	X			X	X	X
TECHNICIAN I-0700-1230 HOURS			X	X				X	X			X	X	X			X	X				X	X			X	X	X
TECHNICIAN II-1200-1730 HOURS			X	X				X	X			X	X	X			X	X				X	X			X	X	X
TEAM B																												
OFFICER X	X	X				X	X	X			X	X			8	X	X			X	X	X			X	X		8
OFFICER XI	X	X				X	X	X			X	X			8	X	X			X	X	X			X	X		8
OFFICER XII	X	X				X	X	X			X	X			8	X	X			X	X	X			X	X		8
OFFICER XIII	X	X				X	X	X			X	X			8	X	X			X	X	X			X	X		8
TECHNICIAN III-0700-1230 HOURS	X	X				X	X	X			X	X				X	X			X	X	X			X	X		
TECHNICIAN IV-1200-1730 HOURS	X	X				X	X	X			X	X				X	X			X	X	X			X	X		
*Requires 4 hours off per worked per two week cycle, or 8 hours off per 28 day cycle. Supervisor should have discretion to determine time off based on workload or training needs.																												

Table 20 – Sample Ten-Hour Shift Deployment Schedule

FIELD SERVICES DIVISION
Ten Hour Shifts-"X" = Day Off

EMPLOYEE NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
SUPERVISOR-0800-1700 HOURS						X	X						X	X						X	X						X	X
Team A																												
OFFICER I-0900-1900 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
OFFICER II-0700-1700 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
OFFICER III-0900-1900 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
OFFICER IV-0700-1700 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
TECHNICIAN I-0800-1200 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
TECHNICIAN II-1200-1600 HOURS	X	X				X	X	X	X						X	X				X	X	X	X					
Team B																												
OFFICER V-0900-1900 HOURS				X	X					X	X	X	X					X	X						X	X	X	X
OFFICER VI-0700-1700 HOURS				X	X					X	X	X	X					X	X						X	X	X	X
OFFICER VII-0900-1900 HOURS				X	X					X	X	X	X					X	X						X	X	X	X
OFFICER VIII-0700-1700 HOURS				X	X					X	X	X	X					X	X						X	X	X	X
TECHNICIAN I-0800-1200 HOURS				X	X					X	X	X	X					X	X						X	X	X	X
TECHNICIAN II-1200-1600 HOURS				X	X					X	X	X	X					X	X						X	X	X	X

SAMPLE PERSONNEL COSTS

Sample personnel costs are illustrated here for the purpose of providing an estimated budget. Salary amounts are based on salaries for similar positions at the comparison JPAs.

<u>Administration</u>	<u>No.</u>	<u>Salary</u>	
Executive Director	1	\$120,000	
Administrative Asst	1	50,000	
Outreach/Education Director	1	60,000	
Volunteer Coordinator	1	50,000	
Benefits		<u>84,000</u>	
Subtotal	4		\$364,000
<u>Field Services</u>			
Field Supervisor	1	\$ 75,000	
Animal Services Officer	8	304,000 (\$38,000 each)	
Part-time Animal Services Tech	4	64,000 (\$16,000 each)	
Dispatcher/Clerk	2	64,000 (\$32,000 each)	
Part-time Dispatcher/Clerk	1	16,000	
Benefits		<u>139,500</u>	
Subtotal	13.5 FTE		\$662,500
<u>Shelter Operations</u>			
Shelter Supervisor	1	\$ 40,000	
Animal Services Technician*	3	96,000 (\$32,000 each)	
Part-time Animal Services Tech	1	16,000	
Clerk/Receptionist	1	32,000	
Benefits		<u>51,720</u>	
Subtotal	5.5 FTE		\$235,720
<u>Veterinary Center</u>			
Veterinarian	1	\$ 95,000	
Veterinary Technicians (RVT)	1	50,000	
Veterinary Assistant	1	32,000	
Clerk/Receptionist	1	32,000	
Benefits		<u>62,700</u>	
Subtotal	4		\$271,700
<u>Licensing Center</u>			
Licensing Supervisor	1	\$60,000	
Clerk/Receptionist	1	\$32,000	
Canvassers (part-time)	4	48,000 (\$12/hr)	
Benefits		<u>31,560</u>	
Subtotal	4 FTE		\$171,560

TOTAL STAFF 31 TOTAL SALARY COST \$1,705,480

*The number of Animal Services Technicians was calculated based on the National Animal Control Association recommendation of 15 minutes per animal per day care (feeding and cleaning) and an estimated 60 dogs and 50 cats housed per day (see Table 26 on page 53 for this calculation). A total of 27.5 hours of care are needed per day divided by 8 hours/day for a full-time worker = 3.4 workers. Should Yolo County continue its use of inmates or switch to AWP workers for cleaning and feeding, this number could be reduced.

It must be noted that benefits are calculated here at 30% of salary cost (including retirement, insurances, workers compensation, Medicare and long-term disability) and 8.25% for part-time workers. This varies by position and depending on the benefit program selected by a JPA board. SEAACA is enrolled in the International City Managers Association (ICMA) benefit program, while Stanislaus Animal Services Agency employees are Stanislaus County employees and receive County benefit packages.

Reduced Staff Potential

Administration

Combine Outreach/Education Director and Volunteer Coordinator positions	<\$50,000>		
Benefit reduction	<\$15,000>		
New Subtotal	3 FTE		\$299,000

Field Services

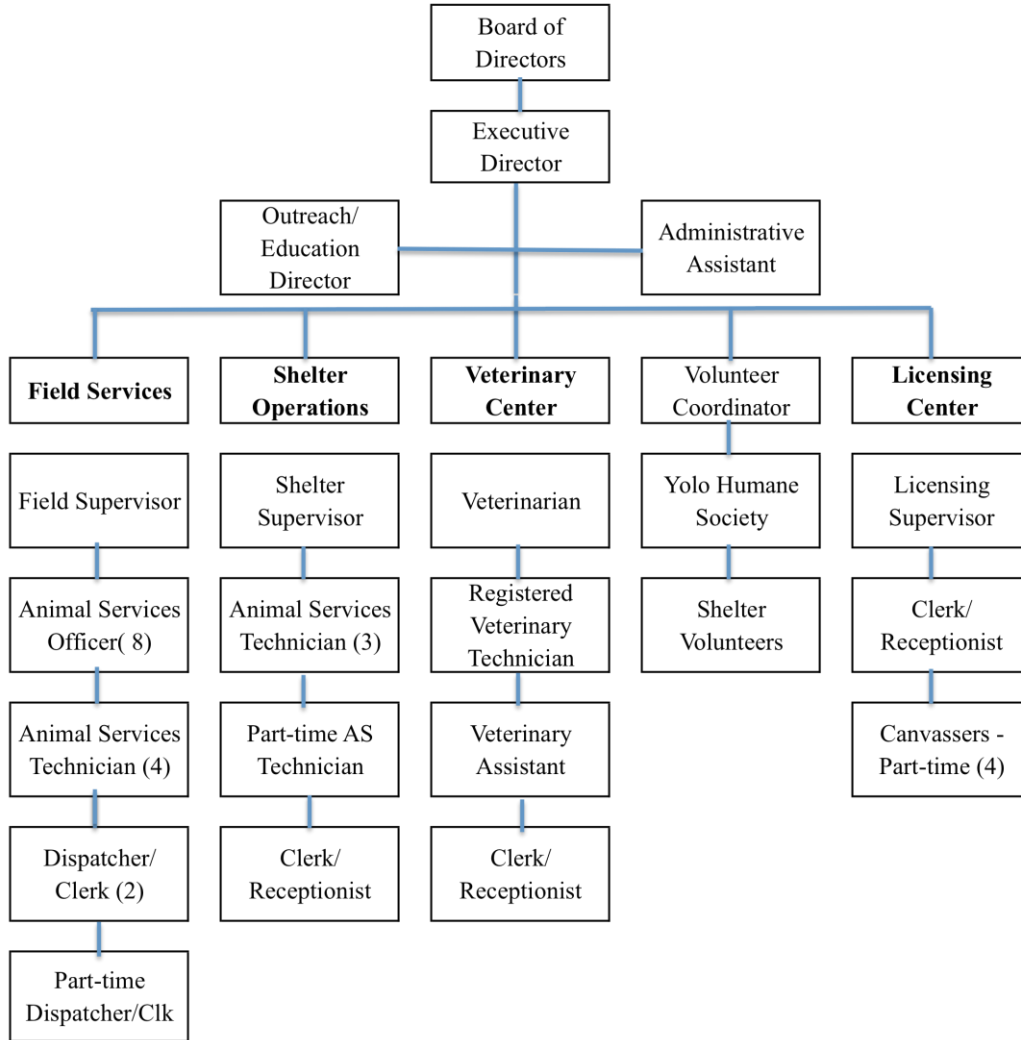
Eliminate Dispatcher positions (2)	<\$64,000>		
Eliminate PT Dispatcher position	<\$16,000>		
Benefit reduction	<\$20,520>		
New Subtotal	11 FTE		\$561,980

Shelter Operations

Eliminate Animal Services Techs (2)	<\$64,000>		
Benefit reduction	<\$19,200>		
New Subtotal	3.5 FTE		\$152,520

REDUCED TOTAL STAFF 25.5 FTE TOTAL SALARY COST \$1,456,760

SAMPLE ORGANIZATION CHART



SAMPLE OPERATING BUDGET

Administration

Personnel Costs	\$ 364,000	
Supplies (office, printing)	7,000	
Copier Lease/Maintenance	17,000	
Prof. Services (legal, auditing, advertising computer maintenance)	20,000	
Contract Services (disposal, janitorial)	50,000	
Memberships	2,000	
Postage	1,500	
Training/Travel/Meetings	4,000	
Liability Insurance	50,000	
Capital Replacement Fund (building)	<u>50,000</u>	
Subtotal		\$ 565,500

Field Services

Personnel Costs	\$ 662,500	
Supplies (patrol supplies, uniforms)	10,000	
Training/Travel/Meetings	2,500	
Vehicle Maintenance	45,000	
Vehicle Replacement Fund	<u>100,000</u>	
Subtotal		\$ 820,000

Shelter Operations

Personnel Costs	\$ 235,720	
Supplies (shelter, custodial, euthanasia, food, uniforms)	50,000	
Staff Development	1,000	
Shelter Maintenance	10,000	
Utilities (gas, electric, water, telephones)	45,000	
Subtotal		\$ 341,720

Veterinary Services

Personnel Costs	\$ 271,700	
Supplies (medical, uniforms)	100,000	
Staff Development	1,000	
Contract Services (emergency med, diagnostics)	7,500	
Subtotal		\$ 380,200

<u>Licensing Center</u>		
Personnel Costs	\$	171,560
Supplies (office, tags, uniforms)		3,500
Services (printing, mileage postage, contract)		25,000
	Subtotal	<u>\$ 200,060</u>
TOTAL SAMPLE OPERATING BUDGET		\$2,307,480

Note: Costs are estimated on a percentage basis from actual budgets of comparison agencies.

Reduced Budget Potential

Elimination of the positions as outlined on page 39 changes the operating budget as follows:

Administration	\$500,500	
Field Services	\$719,480	
Shelter Operations	\$258,520	
Veterinary Services	\$380,200	
Licensing Center	\$200,060	
TOTAL REDUCED SAMPLE OPERATING BUDGET		\$2,058,760

SAMPLE FEE SCHEDULE

Table 21 - Fee Schedule Comparison & Recommended Fees

Fee Description	Marin Humane	Santa Cruz	Stanislaus ASA	Avg San Joaquin	Yolo County	Recomd Fees
Dog Licenses:						
Altered: 1 year	\$16.00	\$26.00	\$12.00	\$13.40	\$15.00	\$15.00
2 year	\$24.00			\$28.81		\$20.00
3 year	\$34.00	\$66.00		\$32.42		\$30.00
Unaltered: 1 year	\$45.00	\$65.00	\$150.00	\$62.40	\$30.00	\$150.00
2 year	\$55.00		\$250.00	\$130.33		
3 year	\$77.00		\$350.00	\$156.50		
Delinqnt License	\$40.00	\$15.00	\$12.00	\$29.55	\$20.00	\$20.00
Lost License	\$5.00			\$6.70	\$10.00	\$10.00
Vicious Animal					\$40.00	
Litter Permit		\$100.00	\$100.00	\$104.00		\$100.00
Alter Exemption¹		\$15+lic				\$15 + lic
Cat License-altered			\$12.00	\$11.00	\$15.00	\$15.00
Unaltered					\$30.00	\$100.00
Adoption Fees:²						
Dogs	\$150.00	\$134.00	\$90.00	\$139.80	\$150.00	\$110.00
Puppies (to 6 mo.)	\$250.00	\$199.00		\$132.60		\$110.00
Sr Dog (age varies)	\$65.00	\$60.00		\$75.00		\$75.00
Cats	\$100.00	\$95.00	\$45.00	\$108.60	\$110.00	\$100.00
Pair of Cats	\$150.00					\$150.00
Kittens (to 6 mo.)	\$125.00	\$115.00		\$108.60		\$100.00
Pair of Kittens	\$200.00					\$150.00
Senior Cat	\$65.00	\$50.00		\$50.00		\$75.00
Dog Redemptn:³						
Altered: 1st impd	\$60.00	\$75.00	\$45.00	\$54.70	\$30.00	\$50.00
2nd impd	\$85.00	\$115.00	\$65.00	\$93.40	\$50.00	\$85.00
3rd impd	\$100.00	\$195.00	\$100.00	\$170.80	\$70.00	\$120.00
4th impd	\$135.00	\$225.00	\$100.00	\$210.80		\$160.00
Subseqnt impd	\$210.00	\$225.00	\$100.00	\$310.80		\$200.00
Unalter: 1st impd	\$85.00	\$110.00	\$75.00	\$76.50	\$80.00	\$85.00
2nd impd	\$130.00	\$165.00	\$120.00	\$95.00	\$110.00	\$120.00
3rd impd	\$150.00	\$295.00	\$200.00	\$170.00	\$140.00	\$160.00
4th impd	\$175.00	\$325.00	\$200.00	\$220.00		\$200.00
Subseqnt impd	\$225.00	\$325.00	\$200.00	\$345.00		\$250.00
Unalter fine: 1st					\$35.00	include
2nd occurrence					\$50.00	in
Subsequent					\$100.00	above
Cat Redemption:						
Altered: 1st impd		\$30.00		\$50.70	\$30.00	\$30.00
2nd impd		\$50.00		\$87.40	\$50.00	\$50.00

Subseqnt impd		\$75.00		\$162.80	\$70.00	\$75.00
Unalter: 1 st impd		\$65.00		\$72.50	\$80.00	\$80.00
2 nd impd		\$100.00		\$87.50	\$110.00	\$110.00
Subseqnt impd		\$175.00		\$160.00	\$140.00	\$175.00
Livestock Impd – 1 st			\$75.00	\$150.00	\$115.00	\$115.00
2 nd & Subsequent			\$100.00	\$250.00	\$115.00	\$150.00
Sm Livestck – 1st			\$45.00	\$150.00	\$115.00	\$75.00
Dead Animal Rem	\$50.00	\$75.00		\$61.38		\$60.00
“ – over 50 lbs.	\$90.00					\$90.00
Boarding Fees:						
Livestock – daily					\$20.00	\$20.00
Small animals					\$15.00	\$15.00
Quarantine Fees:						
Altered Dog	\$30.00	\$75.00	\$65.00	\$60.58	\$30.00	\$40.00
Unaltered Dog	\$35.00	\$75.00	\$65.00	\$60.58	\$30.00	\$60.00
Altered Cat	\$28.00	\$68.00	\$65.00	\$60.58	\$30.00	\$30.00
Unaltered Cat	\$32.00	\$68.00	\$65.00	\$60.58	\$30.00	\$50.00
Home Quar – 1 st					\$50.00	\$50.00
2 nd occurrence					\$70.00	\$70.00
3 rd occurrence					\$90.00	\$90.00
Quarantine Impd:						
1 st occurrence					\$150.00	\$150.00
2 nd occurrence					\$250.00	\$250.00
3 rd occurrence					\$350.00	\$350.00
Spay/Neuter Fees:⁴						
Cat – Male				\$36.00	\$100.00	\$36.00
Cat - Female				\$56.00	\$100.00	\$56.00
Pregnant Cat				\$100.00	\$146.00	\$100.00
Kitten (2-4mo) f				\$30.00	\$100.00	\$30.00
Kitten – male				\$40.00	\$100.00	\$40.00
Feral cat				\$30.00	\$100.00	\$30.00
Dog f- to 40 lbs				\$85.00	\$100.00	\$85.00
Dog f-over 40 lbs				\$120.00	\$100.00	\$120.00
Dog m- to 40 lbs				\$75.00	\$100.00	\$75.00
Dog m-over 40 lbs				\$110.00	\$100.00	\$110.00
Pregnant Dog					\$146.00	\$146.00
Rabbit				\$36/\$56	\$146.00	\$36/\$56
Vaccine Fees:						
Rabies			\$6.00	\$10.25	\$8.00	\$8.00
Bordatella					\$10.00	\$10.00
Distmp/Parv/DHPP			\$10.00	\$13.75	\$20.00	\$20.00
Feline Upper Resp			\$10.00	\$7.00	\$10.00	\$10.00
FeLV					\$20.00	\$20.00
FeLV/FIV Test					\$30.00	\$30.00
FeLV Test					\$25.00	\$25.00
Giardia Test					\$20.00	\$20.00

Heartworm Test					\$20.00	\$20.00
Vicious Dog Permit	\$125.00			\$250.00		\$250.00
Kennel License	\$250.00		\$150.00	\$150.00	\$100.00	\$150.00
Late Fee					\$50.00	\$50.00
Kennel Inspectn					\$200.00	include
Stray Livestock Fee	\$100.00	\$200.00	\$75.00			
Livestock board	\$40.00			\$13.25		
Surrender Fees:						
Altered	\$25.00	\$35.00		\$34.38	\$25.00	\$25.00
Unaltered	\$50.00	\$35.00		\$34.38	\$25.00	\$25.00
Livestock	\$50.00			\$150.00	\$30.00	\$30.00
Wildlife					\$10.00	\$10.00
Euthanasia Fees:						
Dogs/Cats	\$50.00	\$40 +		\$50.00	\$55.00	\$50.00
Smaller Animals	\$25.00	by weight		\$50.00		\$25.00
Cremation—by wght	\$150-375					
Microchip		\$20.00	\$20.00	\$20.00		\$20.00
Trap Rental		n/c	\$2.00	\$1.75	\$10.00	\$1.75
Dog Trap Deposit		\$255.00	\$65.00	\$75.00	\$390.00	\$100.00
Cat Trap Deposit		\$65.00	\$65.00	\$54.88	\$68.00	\$80.00
Live in Trap p/u		\$75.00		\$70.33	\$50.00	\$50.00
Prot Custody⁵ – 1st		\$50.00				\$50.00
2nd incident		\$75.00				\$75.00
3rd incident		\$90.00				\$100.00

1 alter exemption for show dogs

2 San Joaquin adoption fees vary due to the different charges for spaying & neutering by contract vets. .

3 Number of redemptions in a one-year period. Lodi adds \$50 for each subsequent impoundment rather than charge the same amount after four. For unaltered pets, Stockton requires sterilization after more than one impoundment.

4 San Joaquin County spay/neuter fees are from the ACT Spay/Neuter Clinic

(<http://www.acatteam.org/Blank-1.html>), a low-cost, high-volume spay/neuter facility located in Stockton. Their fees are based on recommendations from the Humane Alliance

(<http://www.humanealliance.org/fix-your-pet/our-services>)

5 This is protective custody of animals in abuse cases.

SAMPLE REVENUE POTENTIAL

Yolo County provided the following revenue totals for the requested years.

Table 22 - Yolo County Yearly Revenue Comparison

Category	2011-12 Budget	2010-11 Actual	2009-10 Actual	2008-09 Actual	2005-06 Actual	2000-01 Actual
Animal Licenses	\$352,623	\$290,812	\$298,357	\$247,569	\$190,904	\$157,189
Business Licenses	\$2,700	\$1,600	\$1,950	\$1,850	\$2,750	\$1,250
Investmt Earnings	\$4,500	\$903	\$1,594	\$4,268	\$3,798	\$0
St Mandated Costs	\$0	\$0	\$0	\$131,412	\$66,840	\$0
Humane Services ¹	\$205,000	\$145,532	158,582	\$172,149	\$123,115	\$82,821
Law Enforcmt Srv ²	\$950,410	\$955,350	\$1,112,696	\$1,227,614	\$919,536	\$484,069
Other	\$4,700	\$2,214	\$4,547	\$6,269	\$25,069	\$44,504
Donations	\$17,000	\$18,855	\$21,001	\$15,363	\$15,514	\$53,294
TOTAL	\$1,536,933	\$1,415,266	\$1,598,727	\$1,086,494	\$1,347,526	\$823.127
TOTAL REV LESS CITY CONTRIB	\$586,523	\$459,916	\$486,031	\$578,880	\$427,990	\$339,058

*1 multiple revenue sources including adoption, vaccine clinic, impound, quarantine, euthanasia revenues
2 fees from Yolo County cities*

Table 23 - Potential Yolo County Revenues

Division	Revenue	Description
Administration ¹	\$10,000	Resale products, interest, miscellaneous revenues
Field Services ²	\$20,000	Fines, forfeitures, permits, redemptions
Shelter Operations ²	\$5,000	Euthanasia, quarantines, surrenders
Adoption ³	\$50,000	Adoption fees
Veterinary Center ⁴	\$193,750	Vaccine clinics, spay/neuter clinics
Licensing Center ⁵	\$632,988	Animal licensing
TOTAL	\$911,738	

1 The Administrative division revenue is difficult to predict as current miscellaneous and interest revenues for Yolo County vary dramatically each year. This number is an estimate.

2 Because many of Yolo County's revenues are combined into the Humane Services account, data was not available on individual revenue sources.

3 Yolo County's current adoption fees are combined in an account with various other revenue collections, so the total adoption revenue cannot be ascertained. Taking the number of adoptions from FY2010-11 calculates to: cats adopted 271 X \$110.00 adoption fee = \$29,80; dogs adopted 297 X \$150.00 adoption fee = \$44,550 for a total of \$74,360.

It is recommended that the adoption fee be lowered to encourage more adoption of animals to help lower the euthanasia rate. The recommended adoption fee for dogs and cats is \$100. This is a subsidized fee aimed at increasing the number of adoptions. The average number of dogs adopted over the past four years is 287. Assuming this number of adoptions x \$100 = \$28,700. For cats, the four year average is 256 x \$100 = \$25,600 for a total of \$54,300. We must assume that some of the animals are seniors, which is a lower fee and that some of the cats will be adopted in pairs also at a reduced rate. It is hoped that with lower adoption fees, adoption numbers will increase, thereby increasing this revenue in the future. For this study, the adoption revenue is estimated at \$50,000.

4 SEAACA collected \$775,000 for veterinary services provided in 2009-10, primarily in vaccination clinics. Their population is more than twice Yolo County's (815,000 to 202,953). Assuming Yolo County to be approximately 25% the population size of SEAACA's service area, it seems reasonable to project that the potential exists for 25% of the veterinary revenue.

5 The following table illustrates the potential licensing revenue that a Licensing Unit could generate based on the number of dogs in Yolo County (51,306 from Table 7 on page 21). Currently, Yolo County maintains 16,046 dog licenses which is 31% of estimated total dogs in the county. If a Licensing Unit were hired (one manager, one clerk, and four part-time canvassers), that number could easily be increased to 35% the first year. Even at a very conservative 5% increase each year (new licenses from each year will be on the records for renewal notices), the revenue is substantial.

Table 24 - Potential Yolo County Licensing Revenues

Year	Est % Licensed	No. Licensed	Altered License¹	Unalter License	Alter Revenue²	Unalter Revenue	Total Revenue
FY13-14	35%	17,957	15,264	2,693	\$228,953	\$404,035	\$632,988
FY14-15	40%	20,522	17,444	3,078	\$261,661	\$461,754	\$723,415
FY15-16	45%	23,088	19,624	3,463	\$294,368	\$519,473	\$813,841
FY16-17	50%	25,653	21,805	3,848	\$327,076	\$577,193	\$904,268

1 assume 85% of dogs are altered and 15% are not

2 recommended licensing fee for altered dogs is \$15; unaltered license is \$150

SEAACA and Stanislaus Animal Services Agency recommend topping licensing potential at 50% of animals.

ORGANIZATIONAL STRUCTURES

There are two main options for privatization of animal services that are used successfully in California: contracting with an existing animal welfare society and formation of a Joint Powers Authority (JPA). The comparison agencies used in this report are all JPAs with varying circumstances. Marin County and the cities within that county formed a JPA that contracts with the Marin Humane Society for animal services. Cities in Santa Cruz along with the county originally contracted with a humane society but formed a JPA in 2002 when costs escalated due to passage of the Hayden Bill. Cities in Los Angeles County have worked together for close to forty years providing animals services through their JPA, South East Area Animal Control Authority (SEAACA). Stanislaus County has a very new JPA where the City of Modesto maintains its own animal control division and contracts shelter services with the JPA. San Joaquin County is in the process of implementing a JPA with the City of Stockton.

There are advantages and disadvantages to both types of privatization. Contracting with a non-profit welfare organization is a simpler legal process and can ease transition depending on the size and complexity of the group. Humane societies typically have greater numbers of volunteers which can reduce costs, as well as increase capacity to raise donations. However, animal welfare groups can have a more restrictive philosophy regarding such things as who can adopt animals or euthanasia rates. This can conflict with government's mandate to serve all of its citizens and its ability to pay for these higher standards.

A Joint Powers Authority (JPA) is an entity permitted under California law (Code Section 6500 – found on page 59) whereby two or more public government agencies or districts operate collectively where the nature of the activity crosses municipal boundaries. The purpose of forming a JPA is the economies of scale or market that can be achieved such as streamlined operating costs or purchasing power.

JPAs in California came about in the 1970 – 1980's when public agencies were faced with rising insurance costs and little coverage. Private insurance companies were unwilling or reluctant to provide insurance products to public agencies. In the mid-1970's, the California Legislature amended the Government Code to add the ability for two or more public agencies to join together, under a JPA, to provide more effective and efficient government services or to solve a service delivery problem. With this came the ability to lower premiums to their members and reduce taxpayer dollars.

The advantages of forming a JPA are the economies of scale that a larger entity realizes as opposed to numerous smaller entities. These would include reduction of administrative activities, shared resources and equipment, purchasing ability, combined bond pooling, and the ensuing cost savings that can result from more efficient operation. The California Association of Joint Powers Authorities states “that when JPAs are formed with an eye towards common geographic, functional and philosophical needs, it allows entities to more efficiently deliver services that meet the needs of the people we serve. The savings of tax dollars, through the use of economies of scale, allow the individual JPA members to deliver a higher level of basic

services, such as education, public safety and infrastructure maintenance, to its primary benefactors, the community and its taxpayers.”

The disadvantages are largely in the form of diminished autonomy and control by the individual member agencies. A JPA is distinct from the member agencies and has separate operating boards of directors. These boards can be given any of the powers inherent in all of the participating agencies through its authorizing agreement, which also outlines term, membership and standing orders of the board. The JPA may employ staff and establish policies independently of the member agencies.

The JPA Code requires that the public agencies create an agreement that states the purpose of the power and the method by which the purpose will be accomplished or the power will be exercised. The agreement must also contain the name of each partner, how the authority will be funded, which member agency will act as treasurer, who will perform annual audits, designate an agency to execute the agreement (a party to the agreement or a commission or board) and term of the agreement. The agreement must be adopted by the boards and councils of each participating agency and filed with the Secretary of State.

The agreement would also designate how costs and interests would be divided between participating agencies, as well as formula for updating the division. Because Yolo County already has a formula for distributing the costs between member agencies, this study will utilize those percentages.

Table 25 - Yolo Agency Payments for Animal Services

Jurisdiction	2011-12 Payment	%
Davis	\$110,379	9.6
UC Davis	\$9,424	0.8
West Sacramento	\$353,152	30.7
Winters	\$37,991	3.3
Woodland	\$439,555	38.2
Yolo County¹	\$201,382	17.5
TOTAL	\$1,151,883	

¹ 2010-11 expense budget less revenue budget

Another model is where the municipal government(s) keep the animal control functions and contract with a JPA or humane organization for sheltering services and all that entails (shelter medicine, adoption, fostering, education, etc.). The City of Modesto is an example of this type of structure.

Recommendation for Privatization

The consultants recommend that Yolo County privatize its animal services function to gain greater efficiency and better utilize resources to meet standards for animal welfare that the ASPCA, Humane Society of the United States, the National Animal Control Association and the Association of Shelter Veterinarians advocate. While the Yolo County Sheriff’s Office takes

these standards seriously, animal issues are not their main focus. Privatization would create an organization whose primary function is to advocate for the welfare of animals under its care and serve the public's needs.

If a strong humane society existed within Yolo County, contracting with an existing group as San Francisco and Marin County do could work. The Yolo County SPCA currently contracts with the Yolo County Animal Services Department for lost and found, contact with rescue groups, adoption promotion and adoption program, assistance at the shelter and community services. Whether this group is willing and able to take on a contract of this magnitude has not been determined. It appears that the other animal welfare organizations in Yolo County are too small to be considered for privatization.

Even if Yolo County and the SPCA decide not contract for all animal services, the MOU between them saves the cities and county a great deal of money by performing critical services. This union is a good example of how citizens receive more services, save money, and the animals receive better care with public-private partnerships.

The existing Yolo County animal services agency currently functions very much like a JPA and transitioning into this type of structure would have a minimum impact on how the member cities now operate.

The main reason to privatize is to save money and to boost the potential for grant and donation funding. The main savings is realized through a decrease in the percentage of benefits paid to employees. While Yolo County currently pays an average of 60 percent of employee salaries in benefits, the comparison JPAs with privatized staff pay an average of 30 percent of salaries for benefits.

Another reason to privatize is greater flexibility in the charging of fees. Typically, in county or municipal agencies, a fee schedule is set annually and in order to make a change to this schedule, a vote of the board of supervisors or city council is required. This requires considerable staff time from multiple departments to prepare justification reports and studies for the board or council. Best practices in animal services programs with high live release rates allow for "special" fees as needs arise. This means that fiscally responsible programs to address specific animal services problems are created. For example, if an examination of dog intake numbers shows a disproportionate number of a particular breed of dog or from a certain area, a special discounted spay/neuter and licensing program might be temporarily implemented in an effort to decrease shelter intake of that breed or from that area.

Another example is the utilization of differential spay/neuter revenue to compliment the licensing compliance program, particularly in low-income areas. It has been well established that higher numbers of sterilized animals in the community equal lower intake and euthanasia rates in shelters. Creative use of revenues allows citizens with little or no discretionary income to comply with the law and become responsible pet owners.

Privatized Operating Costs

The sample operating budget provided is based on salary costs and expenses of two comparison JPAs, SEAACA and Stanislaus Animal Services Agency. Details are provided in the Sample Operating Budget section of this report (page 41).

Yolo County Animal Services collected \$459,277 in revenues for FY 2010-11, not including payments by the cities. With the addition of a licensing division, the consultants believe that this figure can be increased.

A detailed explanation of potential revenues can be found starting on in the Sample Revenue Potential section of this report (page 46).

The Shelter Operations expense budget includes funding for 3.5 Animal Services Technicians to care for and feed the animals and clean the kennels areas (including laundry, dishes, disinfecting, etc.). Stanislaus ASA, Solano County and other animal services agencies use Alternative Work Program (AWP) crews supervised by staff to do feeding and cleaning. Yolo County currently uses inmates supervised by a Sheriff's Office employee to feed and clean. There are many documented problems with utilizing jail inmates. Because of contraband issues, the inmates must be supervised by a correctional officer who does not participate in any of the work. The inmates do not handle the animals, therefore, shelter staff must move the animals in order for cleaning to take place. Also, jail inmates cannot have any contact with shelter volunteers or staff.

The AWP (known as the Alternative Sentencing Program in Yolo County) allows work in the kennels to be provided by individuals who are sentenced to jail to serve their time living at home and working in the community. Because the workers live at home and report to the shelter to work, contraband issues are minimized. Participants are assigned to work 8-10 hours daily on public works, county projects, or for non-profit organizations. Each day worked in the community typically counts as two days served in jail. A fee is charged to the worker to participate in the program.

The Yolo County Probation Alternative Sentencing Program allows individuals to perform work in the community in lieu of a paying a fine or incarceration. Probation Department staff is involved in the procurement of work sites and the actual supervision of the workers.

Stanislaus ASA effectively uses AWP workers to clean kennels and provide food and water for animals, and for some grounds maintenance. Because properly cleaning kennels requires specific procedures, Stanislaus Animal Services Agency created an instruction video that each worker must view daily before beginning cleaning tasks. AWP workers work with and are supervised by Animal Services employees to ensure proper procedures are followed.

Table 26 - Sample Summary Operating Expense & Revenue

Division	Staff No.	Expenditures	Revenue	Net Cost (Profit)
Administration	4	\$565,500	\$10,000	\$555,500
Field Services	13.5 FTE	\$820,000	\$20,000	\$800,000
Shelter Operations	5.5 FTE	\$341,720	\$5,000	\$336,720
Veterinary Center	4	\$380,200	\$193,750	\$186,450
Licensing Center	4 FTE	\$200,060	\$632,988	(\$432,928)
Adoptions*	0	\$0	\$50,000	(\$50,000)
TOTAL	31 FTE	\$2,307,480	\$911,738	\$1,395,742

* adoptions would continue to be conducted and staffed by Yolo Humane Society workers

Using the cost ratios for each agency from the table above, the following sample net operating cost breakdown for each agency is as follows:

Table 27 – Potential Yolo County Animal Service Agency Costs

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
Davis	\$110,379	9.6%	\$133,747	\$23,368
UC Davis	\$9,424	0.8%	\$11,419	\$1,995
West Sacramento	\$353,152	30.7%	\$427,916	\$74,764
Winters	\$37,991	3.3%	\$46,034	\$8,043
Woodland	\$439,555	38.2%	\$532,611	\$93,056
Yolo County	\$201,382	17.5%	\$244,015	\$42,633
TOTAL	\$1,151,883		\$1,357,492	\$243,859

The only expenditure cuts that the consultants are comfortable making would be to combine the Outreach/Education Director position with the Volunteer Coordinator which would eliminate the Volunteer Coordinator position and utilizing the Yolo County Sheriff’s Office for dispatch services which eliminates the dispatcher positions. Were AWP workers to be used to clean and feed, two animal services technician positions could be eliminated.

Table 28 - Potential Yolo County Animal Service Agency Costs – Reduced Staffing

Jurisdiction	FY11-12 Payment	Cost Ratio	Net Cost Breakdown	Variance
Davis	\$110,379	9.6%	\$109,913	<\$466>
UC Davis	\$9,424	0.8%	\$9,384	<\$40>
West Sacramento	\$353,152	30.7%	\$351,662	<\$1,490>
Winters	\$37,991	3.3%	\$37,831	<\$160>
Woodland	\$439,555	38.2%	\$437,700	<\$1,855>
Yolo County	\$201,382	17.5%	\$200,532	<\$850>
TOTAL	\$1,151,883		\$1,147,022	<\$4,861>

ANIMAL SHELTER

The Yolo County Animal Shelter was built in 1970 of concrete block on slab with open trench drains, slope roof and no air handling system. This building does have swamp coolers on the roof and gas heaters. New windows that open were recently installed and help with air circulation in the kennel area. The original building was 4,828 square feet with a portion of the office area used as housing for the Pound Master. The current kennel area of 2,966 square feet was added in 1974 of the same construction, bringing the total square footage to 7,794 square feet.

The cat annex building was built in 2003 and added 2,870 square feet which allowed for separation of dog and cat kennels. Construction is tongue and groove painted aluminum panels with 3 to 4 inches of foam insulation walls on slab base. There are no drains in the floors and this building also has a swamp cooler and gas heater. There are roof vents that can be opened to improve air circulation, but no air handling system. The cat cages are being transitioned to the modern two-sided kennels that allow for easier cleaning and more space to reduce stress on the animals. The west end of the building used as a medical facility does have an A/C unit and it is hoped that this unit will serve more of the building when the medical unit moves into the mobile Big Fix Rig recently purchased.

The animal shelter model of today is dramatically different from those designed in the 1970's when Yolo County's shelter was built, largely because animal services have changed over the past forty years. Originally, animal control focused on impounding dogs to protect livestock and prevent the spread of rabies. This is why many county animal agencies are under the jurisdiction of agriculture departments and under police departments in many cities. Municipal animal shelters funded through taxpayer dollars have an expectation placed on them to serve the public's vision of reasonable care for animals and an attempt to reduce the number of animals euthanized in the community. As with all public services, there is an assumed rapid response time to field and telephone calls, assistance with animal-related issues and regulation of animal complaints and cruelty.

In the 1970's, animal welfare groups began to influence the legislation process to change perceived indifferent or inhumane treatment of animals at municipal shelters such as holding animals to give owners time to claim them prior to euthanizing them, banning altitude chambers for euthanasia, and requiring sterilization or spay/neuter deposits prior to adoption.

Modern animal shelters are adoption centers, contain spay/neuter and veterinary clinics, have reception areas, classrooms, volunteer offices and are built to be inviting places for the public, not just repositories for unwanted animals. Shelters now have climate control, advanced cleaning and air handling systems and epoxy surfaces for disease control, separate dog and cat holding and quarantine areas, public viewing windows for citizens searching for lost pets or adoptable animals and a myriad of other options depending on the needs of the community.

Yolo County's shelter has outlived its useful life but funding a new shelter may not be possible for the contracting municipalities at this time. The outdated dog kennels and lack of easy-to-

clean surfaces increase the time spent on maintenance and allow for the spread of disease. Replacing or coating walls and floors in both buildings would reduce the cleaning time and curtail disease. Larger, double-sided kennels also reduce cleaning time and have been found to reduce stress on the animals, thereby reducing illness.

If Yolo County were to consider building a new shelter, the following tables provide a formula for determining both size and cost estimates. These are rough estimates based on average building costs in California and estimated holding times for animals. Should Yolo County choose to build a new shelter, a more exacting examination of size need should be undertaken.

Table 29 – Shelter Size Formula

No. of dogs housed	X	90 – 100 sq feet per dog	=	Estimated space requirements for dogs*
No. of cats housed	X	45 – 50 square feet per cat	=	Estimated space requirements for cats*
Sum of the above totals			=	Total building square footage
Total building sq ft	X	Building cost per square foot	=	Total building cost

* square foot allowance is not actual space for kennels; rather a formula that includes comprehensive animal care space requirements such as intake, adoption, medical facilities, etc.

The number of animals housed at one time is determined by multiplying the total number of animals handled x the average length of stay (hold time) divided by 365. Yolo County animal hold times are an average of 2009, 2010 and 2011 (January through May) length of stay for both dogs and cats. Calculations for number of animals housed per day are:

Total Yolo Dogs	=	2,007	X	11 hold days	=	22,077 hold days	divided by 365	=	60.48
Total Yolo Cats	=	2,583	X	7 hold days	=	18,081 hold days	divided by 365	=	49.54

These numbers also indicate the number of dog kennels and cat cages that would be needed to house the animals in a future shelter. Obviously, the numbers are based on current intake. Future population growth should be offset by implementation of aggressive spay/neuter and adoption programs. Contra Costa County built their shelter using future growth as a factor and then implemented what have proven to be very effective spay/neuter programs resulting in a shelter overbuilt for capacity.

Shelter building costs in California today range from \$200 to \$300 per square foot. Using a cost of \$300 per square foot, the formula for size and cost for a shelter in Yolo County is:

60.48	X	100 square feet per dog	=	6,048 sq ft
49.54	X	50 square feet per cat	=	2,477 sq ft
Sum of the above totals			=	8,525 sq ft
8,525	X	\$300	=	\$2,557,603

Other cost factors would include architect (8%), design and construction oversight and inspection (15%), permitting and environmental studies (3%) and a 20% contingency fund. This would add 46% to the actual construction cost, or \$1,176,497 for a total project cost of \$3,734,100. An assumption is made here that County- or city-owned land will be used. Additional saving could be realized if some fixtures and furniture could be used from existing facilities.

As far as site size required, every zone has different minimum setback requirements. Depending on where the site is, it would likely fall under Industrial, Government or Agriculture zoning. Required parking, areas for landscaping, trash enclosures, driveways, etc. would need to be taken into consideration. For a building of this size, a minimum of two acres would be the estimate. If there were need to provide on site drainage (retention pond) or any other on-site services (well or septic), the minimum is more likely three acres. To provide a livestock barn and pasture, the minimum would increase to 4 to 5 acres. This is the recommended size to accommodate livestock.

SEAACA financed the remodel of their shelter with a leasing company who funded the improvements and amortized the pay back through the life of the lease. JPAs also have bonding capacity and a municipal bond could fund the cost of a shelter. Capital costs could be funded by a combination of up front input by those agencies that have the money now and leasing or bonding through the JPA with lease or debt payments built into the operating contributions of those agencies that choose to borrow.

The SASA Animal Services Facility project was financed using funds from Stanislaus County's 2006 Tobacco endowment fund. The partner cities and the County will repay this debt over a 25-year period at the cost of lost interest earnings for this fund. The annual debt service costs are based upon the respective member agencies intake percentage of animals into the Animal Services Facility. The total estimated project cost for the development and construction of the new regional Animal Services Facility was \$8.8 million. Originally it was estimated to be closer to \$11 million.

MISSION STATEMENT/GOALS & OBJECTIVES

As stated throughout this report, best practices in animal services require a balanced approach of aggressive spay/neuter programs, shelter medicine programs, humane education and adoption programs to effectively and humanely reduce the number of unwanted animals in the animal services system.

In some open admission shelters, the beliefs and attitudes of animal services staff are not always congruent with those of citizens advocating lower euthanasia rates and more humane treatment of animals. Complaints from the community about staff attitudes are common, while staff is frequently frustrated that others do not understand the liability issues and realities of an open admission animal services agency.

Yolo County Animal Services has no clearly articulated mission statement, as they operate under the Mission Statement of the Sheriff's Office. In addition, no measurable goals and objectives have been defined. A mission statement specifically developed for the unique role of animal services should guide the actions of the organization. It can provide all staff, volunteers and community members the vision of the organizational leadership.

Goals and objectives coupled with performance measures provide a tool for the organization to get people together to accomplish the organization's vision using available resources efficiently and effectively.

The Yolo County Sheriff's Office mission statement currently reads:

The mission of the Yolo County Sheriff's Department is to uphold the law through the investigation and enforcement of criminal and civil law; to provide leadership and law enforcement assistance to allied law enforcement agencies; to deliver consistent and humane treatment to those placed in our care and custody; to perform these responsibilities in a manner that is responsive to the needs of our community and is faithful to the Constitution of the United States and the Constitution of the State of California.

Some samples of a more narrowly defined mission statement specific to animal services might read:

Our mission is to provide the community with the highest standards of performance and compassion on behalf of the people and animals that we serve. Our shelter will provide an outstanding level of humane animal care, animal enrichment and a progressive adoption program that will eliminate the euthanasia of adoptable animals.

In collaboration with community partners we will aggressively advocate for animal welfare with innovative public education programs, work toward enhancing the human-animal bond, provide affordable spay neuter services, and continually work toward ending pet overpopulation.

or,

Provide our community with the finest animal services possible, provide shelter animals with compassionate care and veterinary services, promote the humane treatment of all

animals through education, and eliminate the need for euthanasia of healthy shelter animals by ending pet overpopulation. Through community involvement, aggressively promote adoption of shelter animals and work to preserve the well-being of all animals and bring an end to the homeless animal crisis. Eliminate animal cruelty, neglect and overpopulation by providing programs and education that support people and companion animals.

The consultants believe that a mission statement coupled with goals and objectives would better define animal services and measure the extent of desired accomplishments.

Joint Powers Authority Code

GOVERNMENT CODE SECTION 6500-6536

6500. As used in this article, "public agency" includes, but is not limited to, the federal government or any federal department or agency, this state, another state or any state department or agency, a county, county board of education, county superintendent of schools, city, public corporation, public district, regional transportation commission of this state or another state, or any joint powers authority formed pursuant to this article by any of these agencies.

6500.1. This chapter shall be known and may be cited as the Joint Exercise of Powers Act.
6501. This article does not authorize any state officer, board, commission, department, or other state agency or institution to make any agreement without the approval of the Department of General Services or the Director of General Services if such approval is required by law.

6502. If authorized by their legislative or other governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties, even though one or more of the contracting agencies may be located outside this state. It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised. For purposes of this section, two or more public agencies having the power to conduct agricultural, livestock, industrial, cultural, or other fairs or exhibitions shall be deemed to have common power with respect to any such fair or exhibition conducted by any one or more of such public agencies or by an entity created pursuant to a joint powers agreement entered into by such public agencies.

6502.5. In addition to any power common to its member districts, the Resource Conservation Energy Joint Powers Agency has the authority to finance, construct, install, and operate projects for the production of biogas and electricity from the digestion or fermentation of animal or agricultural waste. The agency may undertake these projects within its jurisdiction or outside its jurisdiction. The authority to undertake projects outside the jurisdiction of the agency is limited to the geographical areas of Fresno, Kings, Madera, Merced, San Joaquin, and Tulare Counties.

Prior to undertaking a project authorized by this section outside the jurisdiction of the agency, the agency shall obtain approval of the board of supervisors of the county in which the project is to be located.

6502.7. (a) If authorized by their legislative or other governing bodies, two or more public agencies which have the authority to identify, plan for, monitor, control, regulate, dispose of, or abate liquid, toxic, or hazardous wastes or hazardous materials may, by agreement, jointly exercise any of these powers common to the contracting parties.

(b) The contracting parties may provide special services, including persons specially trained, experienced, expert, and competent to perform these special services.

(c) The provisions of this section are declaratory of existing law and do not limit any authority which already exists.

6503. The agreements shall state the purpose of the agreement or the power to be exercised. They shall provide for the method by which the purpose will be accomplished or the manner in which the power will be exercised.

6503.1. (a) When property tax revenues of a county of the second class are allocated by that county to an agency formed for the purpose of providing fire protection pursuant to this chapter, those funds may only be appropriated for expenditure by that agency for fire protection purposes.

(b) As used in this section, "fire protection purposes" means those purposes directly related to, and in furtherance of, providing fire prevention, fire suppression, emergency medical services, hazardous materials response, ambulance transport, disaster preparedness, rescue services, and related administrative costs.

(c) This section shall not be interpreted to alter any provision of law governing the processes by which cities or counties select providers of ambulance transport services.

6503.5. Whenever a joint powers agreement provides for the creation of an agency or entity which is separate from the parties to the agreement and is responsible for the administration of the agreement, such agency or entity shall, within 30 days after the effective date of the agreement or amendment thereto, cause a notice of the agreement or amendment to be prepared and filed with the office of the Secretary of State. Such notice shall contain:

- (1) The name of each public agency which is a party to the agreement.
- (2) The date upon which the agreement became effective.
- (3) A statement of the purpose of the agreement or the power to be exercised.
- (4) A description of the amendment or amendments made to the agreement, if any.

Notwithstanding any other provision of this chapter, any agency or entity administering a joint powers agreement or amendment to such an agreement, which agreement or amendment becomes effective on or after the effective date of this section, which fails to file the notice required by this section within 30 days after the effective date of the agreement or amendment, shall not thereafter, and until such filings are completed, issue any bonds or incur indebtedness of any kind.

6503.7. Within 90 days after the effective date of this section, any separate agency or entity constituted pursuant to a joint powers agreement entered into prior to the effective date of this section and responsible for the administration of such agreement, shall cause a notice of the agreement to be prepared and filed with the office of the Secretary of State. Such notice shall contain all the information required for notice given pursuant to Section 6503.5.

Notwithstanding any other provision of this chapter, any joint powers agency which is required and fails to file notice pursuant to this section within 90 days after the effective date of this section, shall not, thereafter, and until such filings are completed, issue any bonds, incur any debts, liabilities or obligations of any kind, or in any other way exercise any of its powers.

For purposes of recovering the costs incurred in filing and processing the notices required to be filed pursuant to this section and Section 6503.5, the Secretary of State may establish a schedule of fees. Such fees shall be collected by the office of the Secretary of State at the time the notices are filed and shall not exceed the reasonably anticipated cost to the Secretary of State of performing the work to which the fees relate.

6504. The parties to the agreement may provide that (a) contributions from the treasuries may be made for the purpose set forth in the agreement, (b) payments of public funds may be made to

defray the cost of such purpose, (c) advances of public funds may be made for the purpose set forth in the agreement, such advances to be repaid as provided in said agreement, or (d) personnel, equipment or property of one or more of the parties to the agreement may be used in lieu of other contributions or advances. The funds may be paid to and disbursed by the agency or entity agreed upon, which may include a nonprofit corporation designated by the agreement to administer or execute the agreement for the parties to the agreement.

6505. (a) The agreement shall provide for strict accountability of all funds and report of all receipts and disbursements.

(b) In addition, and provided a separate agency or entity is created, the public officer performing the functions of auditor or controller as determined pursuant to Section 6505.5, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of every agency or entity, except that the officer need not make or contract for the audit in any case where an annual audit of the accounts and records of the agency or entity by a certified public accountant or public accountant is otherwise made by any agency of the state or the United States only as to those accounts and records which are directly subject to such a federal or state audit. In each case the minimum requirements of the audit shall be those prescribed by the Controller for special districts under Section 26909 and shall conform to generally accepted auditing standards.

(c) When an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each of the contracting parties to the agreement and also with the county auditor of the county where the home office of the joint powers authority is located and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. The report shall be filed within 12 months of the end of the fiscal year or years under examination.

(d) When a nonprofit corporation is designated by the agreement to administer or execute the agreement and no public officer is required to perform the functions of auditor or controller as determined pursuant to Section 6505.5, an audit of the accounts and records of the agreement shall be made at least once each year by a certified public accountant or public accountant, and a report thereof shall be filed as a public record with each of the contracting parties to the agreement and with the county auditor of the county where the home office of the joint powers authority is located, and shall be sent to any public agency or person in California that submits a written request to the joint powers authority. These reports shall be filed within 12 months after the end of the fiscal year or years under examination.

(e) Any costs of the audit, including contracts with, or employment of certified public accountants or public accountants, in making an audit pursuant to this section shall be borne by the agency or entity and shall be a charge against any unencumbered funds of the agency or entity available for the purpose.

(f) All agencies or entities may, by unanimous request of the governing body thereof, replace the annual special audit with an audit covering a two-year period.

(g) Notwithstanding the foregoing provisions of this section to the contrary, agencies or entities shall be exempt from the requirement of an annual audit if the financial statements are audited by the Controller to satisfy federal audit requirements.

6505.1. The contracting parties to an agreement made pursuant to this chapter shall designate the public office or officers or person or persons who have charge of, handle, or have access to

any property of the agency or entity and shall require such public officer or officers or person or persons to file an official bond in an amount to be fixed by the contracting parties.

6505.5. If a separate agency or entity is created by the agreement, the agreement shall designate the treasurer of one of the contracting parties, or in lieu thereof, the county treasurer of a county in which one of the contracting parties is situated, or a certified public accountant to be the depository and have custody of all the money of the agency or entity, from whatever source.

The treasurer or certified public accountant so designated shall do all of the following:

(a) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of the agency or entity.

(b) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all agency or entity money so held by him or her.

(c) Pay, when due, out of money of the agency or entity held by him or her, all sums payable on outstanding bonds and coupons of the agency or entity.

(d) Pay any other sums due from the agency or entity from agency or entity money, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller who has been designated by the agreement.

(e) Verify and report in writing on the first day of July, October, January, and April of each year to the agency or entity and to the contracting parties to the agreement the amount of money he or she holds for the agency or entity, the amount of receipts since his or her last report, and the amount paid out since his or her last report.

The officer performing the functions of auditor or controller shall be of the same public agency as the treasurer designated as depository pursuant to this section. However, where a certified public accountant has been designated as treasurer of the entity, the auditor of one of the contracting parties or of a county in which one of the contracting parties is located shall be designated as auditor of the entity. The auditor shall draw warrants to pay demands against the agency or entity when the demands have been approved by any person authorized to so approve in the agreement creating the agency or entity.

The governing body of the same public entity as the treasurer and auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the treasurer and auditor. However, where a certified public accountant has been designated as treasurer, the governing body of the same public entity as the auditor specified pursuant to this section shall determine charges to be made against the agency or entity for the services of the auditor.

6505.6. In lieu of the designation of a treasurer and auditor as set forth in Section 6505.5, the agency or entity may appoint one of its officers or employees to either or both of such positions. Such offices may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d), inclusive, of Section 6505.5.

In the event the agency or entity designates its officers or employees to fill the functions of treasurer or auditor, or both, pursuant to this section, such officers or employees shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

6506. The agency or entity provided by the agreement to administer or execute the agreement may be one or more of the parties to the agreement or a commission or board constituted

pursuant to the agreement or a person, firm or corporation, including a nonprofit corporation, designated in the agreement. One or more of the parties may agree to provide all or a portion of the services to the other parties in the manner provided in the agreement. The parties may provide for the mutual exchange of services without payment of any consideration other than such services.

6507. For the purposes of this article, the agency is a public entity separate from the parties to the agreement.

6508. The agency shall possess the common power specified in the agreement and may exercise it in the manner or according to the method provided in the agreement. If the agency is not one or more of the parties to the agreement but is a public entity, commission or board constituted pursuant to the agreement and such agency is authorized, in its own name, to do any or all of the following: to make and enter contracts, or to employ agents and employees, or to acquire, construct, manage, maintain or operate any building, works or improvements, or to acquire, hold or dispose of property or to incur debts, liabilities or obligations, said agency shall have the power to sue and be sued in its own name. Any authorization pursuant to the agreement for the acquisition by the agency of property for the purposes of a project for the generation or transmission of electrical energy shall not include the condemnation of property owned or otherwise subject to use or control by any public utility within the state.

The governing body of any agency having the power to sue or be sued in its own name, created by an agreement entered into after the amendment to this section at the 1969 Regular Session of the Legislature, between parties composed exclusively of parties which are cities, counties, or public districts of this state, irrespective of whether all such parties fall within the same category, may as provided in such agreement, and in any ratio provided in the agreement, be composed exclusively of officials elected to one or more of the governing bodies of the parties to such agreement. Any existing agreement composed of parties which are cities, counties or public districts which creates a governing board of any agency having the power to sue or be sued may, at the option of the parties to the agreement, be amended to provide that the governing body of the created agency shall be composed exclusively of officials elected to one or more of the governing boards of the parties to such agreement in any ratio agreed to by the parties to the agreement. The governing body so created shall be empowered to delegate its functions to an advisory body or administrative entity for the purposes of program development, policy formulation, or program implementation, provided, however, that any annual budget of the agency to which the delegation is made must be approved by the governing body of the Joint Powers Agency.

In the event that such agency enters into further contracts, leases or other transactions with one or more of the parties to such agreement, an official elected to the governing body of such party may also act in the capacity of a member of the governing body of such agency.

6508.1. If the agency is not one or more of the parties to the agreement but is a public entity, commission, or board constituted pursuant to the agreement, the debts, liabilities, and obligations of the agency shall be debts, liabilities, and obligations of the parties to the agreement, unless the agreement specifies otherwise.

A party to the agreement may separately contract for, or assume responsibility for, specific debts, liabilities, or obligations of the agency.

6509. Such power is subject to the restrictions upon the manner of exercising the power of one of the contracting parties, which party shall be designated by the agreement.

6509.5. Any separate agency or entity created pursuant to this chapter shall have the power to invest any money in the treasury pursuant to Section 6505.5 that is not required for the immediate necessities of the agency or entity, as the agency or entity determines is advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code.

If a nonprofit corporation is designated by the agreement to administer or execute the agreement for the parties to the agreement, it shall invest any moneys held for disbursement on behalf of the parties in the same manner and upon the same conditions as local agencies pursuant to Section 53601.

6509.7. (a) Notwithstanding any other provision of law, two or more public agencies that have the authority to invest funds in their treasuries may, by agreement, jointly exercise that common power. Funds invested pursuant to an agreement entered into under this section may be invested as authorized by subdivision (o) of Section 53601. A joint powers authority formed pursuant to this section may issue shares of beneficial interest to participating public agencies.

Each share shall represent an equal proportionate interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares of beneficial interest shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (n), inclusive, of Section 53601.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

(b) As used in this section, "public agency" includes a nonprofit corporation whose membership is confined to public agencies or public officials, in addition to those agencies listed in Section 6500.

6510. The agreement may be continued for a definite term or until rescinded or terminated. The agreement may provide for the method by which it may be rescinded or terminated by any party.

6511. The agreement shall provide for the disposition, division, or distribution of any property acquired as the result of the joint exercise of powers.

6512. The agreement shall provide that after the completion of its purpose, any surplus money on hand shall be returned in proportion to the contributions made.

6512.1. If the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues

of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement.

6512.2. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, the agreement may provide that termination by any party to the agreement shall not be construed as a completion of the purpose of the agreement and shall not require the repayment or return to the parties of all or any part of any contributions, payments, or advances made by the parties until the agreement is rescinded or terminated as to all parties. If the purpose set forth in the agreement is to pool the self-insurance claims of two or more local public entities, it shall not be considered an agreement for the purposes of Section 895.2, provided that the agency responsible for carrying out the agreement is a member of the pool and the pool purchases insurance or reinsurance to cover the activities of that agency in carrying out the purposes of the agreement. The agreement may provide that after the completion of its purpose, any surplus money remaining in the pool shall be returned in proportion to the contributions made and the claims or losses paid.

6513. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this article.

6514. Any state department or agency concerned with the provisions of services or facilities to mentally retarded persons and their families may enter into agreements under this chapter.

6514.5. Any public agency may enter into agreements with other state agencies pursuant to the provisions of Section 11256.

6515. In addition to other powers, any agency, commission or board provided for by a joint powers agreement entered into pursuant to Article 1 (commencing with Section 6500) of this chapter between an irrigation district and a city, if such entity has the power to acquire, construct, maintain or operate systems, plants, buildings, works and other facilities and property for the supplying of water for domestic, irrigation, sanitation, industrial, fire protection, recreation or any other public or private uses, may issue revenue bonds pursuant to the Revenue Bond Law of 1941 (commencing with Section 54300) to pay the cost and expenses of acquiring, constructing, improving and financing a project for any or all of such purposes.

Upon the entity adopting the resolution referred to in Article 3 (commencing with Section 54380) the irrigation district and the city shall implement the same by each conducting the election in its own territory. The proposition authorizing the bonds shall be deemed adopted if it receives the affirmative vote of a majority of all the voters voting on the proposition within the entity.

The provisions of this section shall be of no further force and effect after December 31, 1973, unless the entity is unable to accomplish the purpose of this section by reason of litigation, in

which case this section shall continue to be effective until the final determination of such litigation and for one year thereafter.

6516. Public agencies conducting agricultural, livestock, industrial, cultural, or other types of fairs or exhibitions may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of workers' compensation, unemployment compensation, tort liability, public liability, or other losses incurred by those agencies. An insurance and risk pooling arrangement formed in accordance with a joint powers agreement pursuant to this section is not subject to Section 11007.7 of the Government Code. The Department of Food and Agriculture may enter into such a joint powers agreement for the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs, and the department shall have authority to contract with the California Exposition and State Fair, district agricultural associations, or citrus fruit fairs with respect to such a joint powers agreement entered into on behalf of the California Exposition and State Fair, district agricultural association, or citrus fruit fair. Any county contracting with a nonprofit corporation to conduct a fair pursuant to Sections 25905 and 25906 of the Government Code may enter into such a joint powers agreement for a fair conducted by the nonprofit corporation, and shall have authority to contract with a nonprofit corporation with respect to such a joint powers agreement entered into on behalf of the fair of the nonprofit corporation.

Any county contracting with a nonprofit corporation to conduct a fair shall assume all workers' compensation and liability obligations accrued prior to the dissolution or nonrenewal of the nonprofit corporation's contract with the county.

Any public entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

6516.3. Notwithstanding any other provision of law, a joint powers agency established in Orange County pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) of this chapter or Article 4 (commencing with Section 6584) of this chapter, in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, any obligations arising out of any delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854 or subdivision (d) of Section 4705 of the Revenue and Taxation Code, the joint powers agency bonds and the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the county or the local agency and the joint powers authority.

6516.5. Notwithstanding any other provision of law, a joint powers agency provided for by a joint powers agreement pursuant to Article 1 (commencing with Section 6500) of this chapter may create risk pooling arrangements for the payment of general liability losses incurred by participants and exhibitors in fair sponsored programs and special events users of fair facilities, provided that the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

6516.6. (a) Notwithstanding any other provision of law, a joint powers agency established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase obligations of local agencies or make loans to local agencies, which moneys the local agencies are hereby authorized to borrow, to finance the local agencies' unfunded actuarial pension liability or to purchase, or to make loans to finance the purchase of, delinquent assessments or taxes levied on the secured roll by the local agencies, the county, or any other political subdivision of the state. Notwithstanding any other provision of law, including Section 53854, the local agency obligations or loans, if any, shall be repaid in the time, manner and amounts, with interest, security, and other terms as agreed to by the local agency and the joint powers authority.

(b) Notwithstanding any other provision of law, a joint powers authority established pursuant to a joint powers agreement in accordance with this chapter may issue bonds pursuant to Article 2 (commencing with Section 6540) or Article 4 (commencing with Section 6584), in order to purchase or acquire, by sale, assignment, pledge, or other transfer, any or all right, title, and interest of any local agency in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency and placed for collection on the secured, unsecured, or supplemental property tax rolls. Local agencies, including, cities, counties, cities and counties, school districts, redevelopment agencies, and all other special districts that are authorized by law to levy property taxes on the county tax rolls, are hereby authorized to sell, assign, pledge, or otherwise transfer to a joint powers authority any or all of their right, title, and interest in and to the enforcement and collection of delinquent and uncollected property taxes, assessments, and other receivables that have been levied by or on behalf of the local agency for collection on the secured, unsecured, or supplemental property tax rolls in accordance with the terms and conditions that may be set forth in an agreement with a joint powers authority.

(c) Notwithstanding Division 1 (commencing with Section 50) of the Revenue and Taxation Code, upon any transfer authorized in subdivision (b), the following shall apply:

- (1) A local agency shall be entitled to timely payment of all delinquent taxes, assessments, and other receivables collected on its behalf on the secured, unsecured, and supplemental tax rolls, along with all penalties, interest, costs, and other charges thereon, no later than 30 calendar days after the close of the preceding monthly or four-week accounting period during which the delinquencies were paid by or on account of any property owner.
- (2) Upon its receipt of the delinquent taxes, assessments, and receivables that it had agreed to be transferred, a local agency shall pay those amounts, along with all applicable penalties, interest, costs, and other charges, to the joint powers authority in accordance with the terms and conditions that may be agreed to by the local agency and the joint powers authority.
- (3) The joint powers authority shall be entitled to assert all right, title, and interest of the local agency in the enforcement and collection of the delinquent taxes, assessments, and receivables, including without limitation, its lien priority, its right to receive the proceeds of delinquent taxes, assessments, and receivables, and its right to receive all penalties, interest, administrative costs, and any other charges, including attorney fees and costs, if otherwise authorized by law to be collected by the local agency.

- (4) (A) For any school district that participates in a joint powers authority using financing authorized by this section and that does not participate in the alternative method of distribution of tax levies under Chapter 3 of Division 1 of Part 8 of the Revenue and Taxation Code, the amount of property tax receipts to be reported in a fiscal year for the district under subdivision (f) of Section 75.7 of the Revenue and Taxation Code, or any other similar law requiring reporting of school district property tax receipts, shall be equal to 100 percent of the school district's allocable share of the taxes distributed to it for the then fiscal year, plus 100 percent of the school district's share of any delinquent secured and supplemental property taxes assigned from that year and 100 percent of its share of any delinquent secured and supplemental property taxes from any prior years which the school district has assigned to a joint powers authority in that fiscal year, as such delinquent taxes are shown on the delinquent tax roll prescribed by Section 2627 of the Revenue and Taxation Code, on an abstract list if one is kept pursuant to Chapter 4 (commencing with Section 4372) of Part 7 of Division 1 of the Revenue and Taxation Code, or other records maintained by the county, plus all other delinquent taxes that the school district has not assigned to a joint powers authority which are collected and distributed to the school district as otherwise provided by law, less any reduction amount required by subparagraph (B). One hundred percent of the school district's allocable share of the delinquent taxes assigned for the current fiscal year, and 100 percent of the school district's allocable share of the delinquent taxes assigned for all years prior thereto, as shown on the delinquent roll, abstract list, or other records maintained by the county, whether or not those delinquent taxes are ever collected, shall be paid by the joint powers authority to the county auditor and shall be distributed to the school district by the county auditor in the same time and manner otherwise specified for the distribution of tax revenues generally to school districts pursuant to current law. Any additional amounts shall not be so reported and may be provided directly to a school district by a joint powers authority.
- (B) When a joint powers authority finances delinquent taxes for a school district pursuant to this section, and continuing as long as adjustments are made to the delinquent taxes previously assigned to a joint powers authority, the school district's tax receipts to be reported as set forth in subparagraph (A) shall be reduced by the amount of any adjustments made to the school district's allocable share of taxes shown on the applicable delinquent tax roll, abstract list, if one is kept, or other records maintained by the county, occurring for any reason whatsoever other than redemption, which reduce the amount of the delinquent taxes assigned to the joint powers authority.
- (C) A joint powers authority financing delinquent school district taxes and related penalties pursuant to this subdivision shall be solely responsible for, and shall pay directly to the county, all reasonable and identifiable administrative costs and expenses of the county which are incurred as a direct result of the compliance of the county tax collector or county auditor, or both, with any new or additional administrative procedures required for the county to comply with this subdivision. Where reasonably possible, the county shall provide a joint powers authority with an estimate of the amount of and basis for any additional administrative costs and expenses within a reasonable time after written request for an estimate.
- (D) In no event shall the state be responsible or liable for a joint powers authority's failure to actually pay the amounts required by subparagraphs (A) and (B), nor shall a

failure constitute a basis for a claim against the state by a school district, county, or joint powers authority.

(E) The phrase "school district," as used in this section, includes all school districts of every kind or class, including, without limitation, community college districts and county superintendents of school.

(d) The powers conferred by this section upon joint powers authorities and local agencies shall be complete, additional, and cumulative to all other powers conferred upon them by law. Except as otherwise required by this section, the agreements authorized by this section need not comply with the requirements of any other laws applicable to the same subject matter.

(e) An action to determine the validity of any bonds issued, any joint powers agreements entered into, any related agreements, including, without limitation, any bond indenture or any agreements relating to the sale, assignment, or pledge entered into by a joint powers authority or a local agency, the priority of any lien transferred in accordance with this section, and the respective rights and obligations of any joint powers authority and any party with whom the joint powers authority may contract pursuant to this chapter, may be brought by the joint powers authority pursuant to Chapter 9 (commencing with Section 860) of Title 10 of Part 2 of the Code of Civil Procedure. Any appeal from a judgment in the action shall be commenced within 30 days after entry of judgment.

(f) This section shall not be construed to affect the manner in which an agency participates in or withdraws from the alternative distribution method established by Chapter 3 (commencing with Section 4701) of Part 8 of Division 1 of the Revenue and Taxation Code.

6516.7. One or more public agencies and one or more private entities that provide child care or operate child day care facilities, as defined in Section 1596.750 of the Health and Safety Code, may enter into a joint powers agreement to form an insurance pooling arrangement for the payment of unemployment compensation or tort liability losses incurred by these public and private entities.

A joint powers agency or entity formed pursuant to this section may not elect to finance unemployment insurance coverage under Article 5 (commencing with Section 801) of Chapter 3 of Part 1 of Division 1 of the Unemployment Insurance Code unless each member entity individually satisfies the requirements set forth in Section 801 or 802 of the Unemployment Insurance Code.

Either a public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis. **6516.8.** Any two or more harbor agencies may establish a joint powers authority pursuant to Part 1 (commencing with Section 1690) of Division 6 of the Harbors and Navigation Code.

6516.9. Notwithstanding any other provision of law, a joint powers agency or entity provided for by a joint powers agreement pursuant to this article, the members of which may conduct agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational programs and activities, may establish and administer risk pooling arrangements for the payment of liability losses, workers' compensation losses, and other types of losses incurred by members of the joint powers agency or entity and by nonprofit corporations conducting or benefiting agricultural, livestock, industrial, cultural, or other types of fairs and exhibitions, or educational

programs and activities, and by members of the joint powers agency or entity and by nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California. For purposes of this section, one or more public agencies and one or more nonprofit corporations or auxiliary organizations operating facilities, programs, or events at public schools, the California Community Colleges, the California State University, or the University of California may enter into a joint powers agreement. The joint powers agency or entity may provide the nonprofit corporations with any services or nonrisk pooling programs provided to the agency's or entity's members. Aggregate payments made under each risk pooling arrangement shall not exceed the amount available in the pool established for that arrangement. The joint powers agency or entity may establish and administer as many separate risk pooling arrangements as it deems desirable. A liability risk pooling arrangement established pursuant to this section also may provide for the payment of losses incurred by special events users, lessees, and licensees of facilities operated by nonprofit corporations, auxiliary organizations, public schools, the California Community Colleges, the California State University, or the University of California and for the payment of losses incurred by employees, participants and exhibitors in programs sponsored by those entities.

6517. (a) Notwithstanding any other provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency for the purpose of creating an agency or entity to finance the acquisition of land and the design and construction of state office buildings and parking facilities thereon. The joint powers agency or entity shall have the power to acquire land and construct office and parking facilities and to issue revenue bonds for these purposes.

(b) The department may lease state property to, and enter into a lease-purchase agreement with, the joint powers agency or entity on behalf of the State of California for terms not exceeding 50 years. The lease may contain any other terms and conditions which the Director of the Department of General Services determines to be in the best interests of the state.

(c) Any joint powers agreement and any agreement between the state and any joint powers agency or entity created pursuant to this section shall be submitted to the Legislature for approval through the budgetary process before execution.

(d) This section shall not apply to or in any way limit the powers of any authority authorized under Section 8169.4.

6517.5. (a) Notwithstanding any other provision of this chapter, the Community Redevelopment Agency of the City of Los Angeles may advance funds, not to exceed four million dollars (\$4,000,000), to the Department of General Services and the Los Angeles State Office Building Authority to complete plans and prepare bid specifications and related documents for a proposed state office building to be located in the City of Los Angeles between Spring Street, Main Street, Third Avenue, and Fourth Street, subject to the requirements of this section.

(b) The department or the authority shall make a determination on whether to proceed with construction of the state office building by June 30, 1987.

(c) If the department or the authority determines not to proceed with construction of the state office building, the department shall reimburse the agency by December 31, 1987, from the Special Fund for Capital Outlay, for any and all funds advanced by the agency to the department

or to the authority for completing plans, preparing bid documents, and taking other actions, including the employment of legal counsel, relating to the design development phase, construction document phase, and bidding phase for the state office building.

(d) If the department or the authority determines to proceed with construction of the state office building, the agency shall be reimbursed for any and all funds advanced by the agency from the bond proceeds or from other financing available for construction of the state office building.

(e) The authority may acquire, own, construct, and operate parking facilities to serve the state office building, as the authority may deem to be in the best interests of the people of the State of California.

(f) The department and the agency may amend the authority agreement to provide for longer terms of office and to remove the restrictions on the number of terms for the members of the governing board of the authority, as the department and agency may deem appropriate.

(g) As used in this section, "funds advanced by the agency" means the principal amount of the agency's advance.

6517.6. (a) (1) Notwithstanding any provision of this chapter, the Department of General Services may enter into a joint powers agreement with any other public agency to finance the acquisition of real property authorized by Section 14015 and all costs incidental or related thereto. The joint powers agency or entity shall have the power to acquire office and parking facilities and to issue certificates of participation as determined by the Treasurer in accordance with Section 14015.

(2) Upon the request of the department, the Treasurer is hereby further authorized to serve as treasurer of the joint powers agency established pursuant to this section and to serve as trustee or fiscal agent for the certificates of participation.

(3) The department may lease property from, and enter into an agreement with, the joint powers agency or entity created pursuant to subdivision (a) to purchase real property and improvements thereon on behalf of the state for terms not exceeding 25 years.

(4) The department shall provide the Legislature with a 30-day notification of intent to advertise for proposals pursuant to this section. The department shall further provide the Legislature and the California Transportation Commission with notification of intent to acquire the real property 30 days prior to the acquisition.

(b) Following the acquisition and occupation of the real property being acquired, the Department of Transportation shall sell or cause to be sold the existing office building located at 150 Oak Street in the City and County of San Francisco. The proceeds of the sale shall be deposited in the State Highway Account in the State Transportation Fund to be used to reduce the amount to finance the acquired facility.

6518. (a) A joint powers agency, without being subject to any limitations of any party to the joint powers agreement pursuant to Section 6509, may also finance or refinance the acquisition or transfer of transit equipment or transfer federal income tax benefits with respect to any transit equipment by executing agreements, leases, purchase agreements, and equipment trust certificates in the forms customarily used by a private corporation engaged in the transit business to effect purchases of transit equipment, and dispose of the equipment trust certificates by negotiation or public sale upon terms and conditions authorized by the parties to the agreement. Payment for transit equipment, or rentals therefor, may be made in installments, and the deferred installments may be evidenced by equipment trust certificates payable from any source or

sources of funds specified in the equipment trust certificates that are authorized by the parties to the agreement. Title to the transit equipment shall not vest in the joint powers agency until the equipment trust certificates are paid.

(b) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) may provide in the agreement to purchase or lease transit equipment any of the following:

- (1) A direction that the vendor or lessor shall sell and assign or lease the transit equipment to a bank or trust company, duly authorized to transact business in the state as trustee, for the benefit and security of the equipment trust certificates.
- (2) A direction that the trustee shall deliver the transit equipment to one or more designated officers of the entity.
- (3) An authorization for the joint powers agency to execute and deliver simultaneously therewith an installment purchase agreement or a lease of equipment to the joint powers agency.

(c) An agency that finances or refinances transit equipment or transfers federal income tax benefits with respect to transit equipment under subdivision (a) shall do all of the following:

- (1) Have each agreement or lease duly acknowledged before a person authorized by law to take acknowledgments of deeds and be acknowledged in the form required for acknowledgment of deeds.
- (2) Have each agreement, lease, or equipment trust certificate authorized by resolution of the joint powers agency.
- (3) Include in each agreement, lease, or equipment trust certificate any covenants, conditions, or provisions that may be deemed necessary or appropriate to ensure the payment of the equipment trust certificate from legally available sources of funds, as specified in the equipment trust certificates.
- (4) Provide that the covenants, conditions, and provisions of an agreement, lease, or equipment trust certificate do not conflict with any of the provisions of any trust agreement securing the payment of any bond, note, or certificate of the joint powers agency.
- (5) File an executed copy of each agreement, lease, or equipment trust certificate in the office of the Secretary of State, and pay the fee, as set forth in paragraph (3) of subdivision (a) of Section 12195 of the Government Code, for each copy filed.

(d) The Secretary of State may charge a fee for the filing of an agreement, lease, or equipment trust certificate under this section. The agreement, lease, or equipment trust certificate shall be accepted for filing only if it expressly states thereon in an appropriate manner that it is filed under this section. The filing constitutes notice of the agreement, lease, or equipment trust certificate to any subsequent judgment creditor or any subsequent purchaser.

(e) Each vehicle purchased or leased under this section shall have the name of the owner or lessor plainly marked on both sides thereof followed by the appropriate words "Owner and Lessor" or "Owner and Vendor," as the case may be.

6519. Notwithstanding any other provision of law, the State of California does hereby pledge to, and agree with, the holders of bonds issued by any agency or entity created by a joint exercise of powers agreement by and among two or more cities, counties, or cities and counties, that the state will not change the composition of the issuing agency or entity unless such change in composition is authorized by a majority vote of the legislative body of each such city, county, or

city and county, or by a majority vote of the qualified electors of each such city, county, or city and county.

"Change in composition," as used in this section, means the addition of any public agency or person to any agency or entity created by a joint exercise of powers agreement pursuant to this chapter, the deletion of any public agency from any such joint powers agency or entity, or the addition to, or deletion from, the governing body of any such joint powers agency, or entity of any public official of any member public agency or other public agency, or any other person.

6520. (a) Notwithstanding any other provision of law, the Board of Supervisors of San Diego County and the City Council of the City of San Diego may create by joint powers agreement, the San Diego Courthouse, Jail, and Related Facilities Development Agency, hereinafter referred to as "the agency," which shall have all the powers and duties of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code as well as all the powers of a joint powers agency pursuant to this chapter, with respect to the acquisition, construction, improvement, financing, and operation of a combined courthouse-criminal justice facility, including a parking garage, and other related improvements, hereinafter referred to as "the facility."

(b) The agency shall be governed by a board of directors composed of one city council member and one citizen designated by the San Diego City Council; one supervisor and one citizen designated by the San Diego County Board of Supervisors; two citizens appointed by the presiding judge of the superior court effective during his or her term of presidency; the Sheriff of San Diego County; the president or designee of the San Diego County Bar Association; and one citizen designated by the District Attorney of San Diego County; all of whom shall serve at the pleasure of the appointing power and without further compensation.

(c) The City of San Diego and the County of San Diego shall each have the power of nonconurrence over any action taken by the board of directors, provided that a motion for reconsideration is made by a member of the board of directors immediately following the vote of the board of directors approving such action, and further provided that the city council or the board of supervisors votes to nullify such action, by a majority vote of its membership, within 30 days.

(d) The county may transfer to the agency county funds in either a Courthouse Temporary Construction Fund or a County Criminal Justice Facility Temporary Construction Fund, or both, to be expended for purposes of the facility.

(e) In addition to those funds, (1) the agency's governing body may allot up to 15 percent of the fines and forfeitures received by the City of San Diego pursuant to Section 1463 of the Penal Code from the service area of the downtown courts, as defined by the agency, for expenditure by the agency for the purposes specified in subdivision (a); (2) the City of San Diego and the County of San Diego may allot to the agency any state or federal funds received for purposes of the facility; and (3) the agency may expend any rent, parking fees, or taxes received on leasehold interests in the facility, for the purposes specified in subdivision (a).

6520.1. Notwithstanding any other provision of this code, the Board of Supervisors of Siskiyou County and the city councils of the cities within Siskiyou County may create, by joint powers agreement, the Collier Interpretive and Information Center Agency to construct, improve, finance, lease, maintain, and operate the Randolph E. Collier Safety Roadside Rest Area as an

information and safety rest facility and to expand the use of the site into a cultural, tourist, river fisheries, water, natural resource, and aquatic habitat interpretive center.

6522. Notwithstanding any other provision of this chapter, any state department or agency entering into a joint powers agreement with a federal, county, or city government or agency or public district in order to create a joint powers agency, shall ensure that the participation goals specified in Section 16850 and Section 10115 of the Public Contract Code and in Article 6 (commencing with Section 999) of Chapter 6 of Division 4 of the Military and Veterans Code become a part of the agreement, and shall apply to contracts executed by the joint powers agency.

6523. A joint powers entity that is created pursuant to an agreement entered into, in accordance with this article, by the City of West Sacramento, Reclamation District No. 537, and Reclamation District No. 900 may exercise the authority granted to reclamation districts under Part 7 (commencing with Section 51200) and Part 8 (commencing with Section 52100) of Division 15 of the Water Code for the purposes of Sections 12670.2, 12670.3, and 12670.4 of the Water Code.

6523.4. (a) Notwithstanding any other provision of this chapter, the Selma Community Hospital, a private, nonprofit hospital in Fresno County, may enter into a joint powers agreement with one or more of the following public agencies:

- (1) The Alta Hospital District.
- (2) The Kingsburg Hospital District.
- (3) The Sierra-Kings Hospital District.

(b) The joint powers authority created pursuant to subdivision (a) may perform only the following functions:

- (1) Engage in joint planning for health care services.
- (2) Allocate health care services among the different facilities operated by the hospitals.
- (3) Engage in joint purchasing, joint development, and joint ownership of health care delivery and financing programs.
- (4) Consolidate or eliminate duplicative administrative, clinical, and medical services.
- (5) Engage in joint contracting and negotiations with health plans.
- (6) Take cooperative actions in order to provide for the health care needs of the residents of the communities they serve.

(c) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

(e) Nothing in this section shall authorize activities that corporations and other artificial legal entities are prohibited from conducting by Section 2400 of the Business and Professions Code.

6523.5. Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Contra Costa may enter into a joint powers agreement with a public agency, as defined in Section 6500.

6523.6. (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Tulare may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.7. (a) Notwithstanding any other provision of this chapter, a private, nonprofit hospital in the County of Kings may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority. The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(c) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.8. (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of Tuolumne may enter into a joint powers agreement with a public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing

in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6523.9. (a) Notwithstanding any other provision of this chapter, a nonprofit hospital in the County of San Diego may enter into a joint powers agreement with any public agency, as defined in Section 6500.

(b) Nonprofit hospitals and public agencies participating in a joint powers agreement entered into pursuant to subdivision (a) shall not reduce or eliminate any emergency services, as a result of that agreement, following the creation of the joint powers authority without a public hearing by the authority.

(c) The joint powers authority shall provide public notice of the hearing to the communities served by the authority not less than 14 days prior to the hearing and the notice shall contain a description of the proposed reductions or changes.

(d) Nothing in this section shall be construed to grant any power to any nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment. Nothing in this section shall permit any entity, other than a nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.

6524. Notwithstanding any other provision of this chapter, a private, nonprofit children's hospital in a county of the third class may enter into a joint powers agreement with any public agency, as defined in Section 6500.

6525. Notwithstanding any other provision of this chapter, a mutual water company may enter into a joint powers agreement with any public agency for the purpose of jointly exercising any power common to the contracting parties.

6526. Notwithstanding any other provision of law, any public agency that is a member of the South East Regional Reclamation Authority, the Aliso Water Management Agency, the South Orange County Reclamation Authority, or the San Juan Basin Authority may exercise any power granted to those entities by any of the joint powers agreements creating those entities, whether or not that public agency is a signatory to any of these joint powers agreements granting that power or is otherwise authorized by law to exercise that power, for the purpose of promoting efficiency in the administration of these joint powers entities.

6527. (a) Notwithstanding any other provision of law, where two or more health care districts have joined together to pool their self-insurance claims or losses, a nonprofit corporation that provides health care services that may be carried out by a health care district may participate in the pool, provided that its participation in an existing joint powers agreement, as authorized by this section, shall be permitted only after the public agency members, or public agency representatives on the governing body of the joint powers entity make a finding, at a public meeting, that the agreement provides both of the following:

- (1) The primary activities conducted under the joint powers agreement will be substantially related to and in furtherance of the governmental purposes of the public agency.
- (2) The public agency participants will maintain control over the activities conducted under the joint powers agreement through public agency control over governance, management, or ownership of the joint powers authority.

(b) Any public agency or private entity entering into a joint powers agreement under this section shall establish or maintain a reserve fund to be used to pay losses incurred under the agreement. The reserve fund shall contain sufficient moneys to maintain the fund on an actuarially sound basis.

(c) In any risk pooling arrangement created under this section, the aggregate payments made under each program shall not exceed the amount available in the pool established for that program.

(d) A public meeting shall be held prior to the dissolution or termination of any enterprise operating under this section to consider the disposition, division, or distribution of any property acquired as a result of exercise of the joint exercise of powers.

(e) Nothing in this section shall be construed to do any of the following:

- (1) Relieve a public benefit corporation that is a health facility from charitable trust obligations.
- (2) Exempt such a public benefit corporation from existing law governing joint ventures, or the sale, transfer, lease, exchange, option, conveyance, or other disposition of assets.
- (3) Grant any power to any private, nonprofit hospital that participates in an agreement authorized under this section to levy any tax or assessment.
- (4) Permit any entity, other than a private, nonprofit hospital corporation or a public agency, to participate as a party to an agreement authorized under this section.
- (5) Permit an agency or entity created pursuant to a joint powers agreement entered into pursuant to this section to act in a manner inconsistent with the laws that apply to public agencies, including, but not limited to, the California Public Records Act (Chapter 3.5 (commencing with Section 6250)), the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5), and the Political Reform Act of 1974 (Title 9 (commencing with Section 81000)).

(f) Notwithstanding any other provision of law, the Self-Insurers' Security Fund established pursuant to Article 2.5 (commencing with Section 3740) of Chapter 4 of Part 1 of Division 4 of the Labor Code shall owe no duties or obligations to any entity that participates as a party to an agreement authorized pursuant to this section, or to its employees, and shall not be required, under any circumstances, to assume the worker's compensation liabilities of this entity if it becomes insolvent or otherwise unable to pay those liabilities.

(g) For purposes of this section, "self-insurance claims or losses" includes, but is not limited to, claims or losses incurred pursuant to Chapter 4 (commencing with Section 3700) of Part 1 of Division 4 of the Labor Code.

6528. A charter school, including a charter school organized pursuant to Section 47604 of the Education Code, may be considered a public agency, as defined in Section 6500, for the purpose of being eligible for membership in a joint powers agreement for risk-pooling.

6529. (a) The Elk Valley Rancheria Tribal Council, as the governing body of the Elk Valley Rancheria, California, a federally recognized Indian tribe, may enter into a joint powers agreement with the County of Del Norte and the City of Crescent City, or both, and shall be deemed to be a public agency for purposes of this chapter.

(b) On and after January 1, 2004, the joint powers authority created pursuant to subdivision (a) shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond

Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

6530. (a) Notwithstanding any other provision of law, the Torres Martinez Desert Cahuilla Indians are authorized to enter into a joint powers agreement to participate in the Salton Sea Authority.

(b) On and after January 1, 2002, the Salton Sea Authority shall not have the power to authorize or issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584)) unless the public improvements to be funded by the bonds will be owned and maintained by the authority or one or more of its public agency members, and the revenue streams pledged to repay the bonds derive from the authority or one or more of its public agency members.

6531. (a) The Legislature finds and declares all of the following:

- (1) It is in the best interests of communities located within the City of San Diego for the local public agencies that have jurisdiction within the city to form a joint powers agency to provide for the orderly and coordinated acquisition, construction, and development of model school projects. These projects may include the acquisition of land by negotiation or eminent domain, the construction of schools, the construction of recreational facilities or park sites or both, and the construction of replacement and other housing, including market rate, moderate-income, and low-income housing.
- (2) The coordinated construction of these projects by redevelopment agencies, school districts, housing authorities, housing commissions, and the city is of great public benefit and will save public money and time in supplying much needed replacement housing lost when schools are constructed within existing communities.
- (3) Legislation is needed to allow redevelopment agencies, school districts, housing authorities, housing commissions, and the city to use their powers to the greatest extent possible to expedite, coordinate, and streamline the construction and eventual operation of such projects.

(b) (1) Notwithstanding any other provision of law, the Redevelopment Agency of the City of San Diego, the Housing Authority of the City of San Diego, the San Diego Housing Commission, the San Diego Unified School District, and the City of San Diego may enter into a joint powers agreement to create and operate a joint powers agency for the development and construction of a model school project located within the City Heights Project Area. The agency created pursuant to this section shall be known as the San Diego Model School Development Agency. The San Diego Model School Development Agency shall have all the powers of a redevelopment agency pursuant to Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code, all of the powers of a housing authority pursuant to Part 2 (commencing with Section 34200) of Division 24 of the Health and Safety Code, and all of the powers of the San Diego Unified School District, as well as all the powers of a joint powers agency granted pursuant to this chapter, to acquire property and to construct and improve and finance one or more schools, housing projects, parks, recreational facilities, and any other facilities reasonably necessary for their proper operation. Further, the San Diego Model School Development Agency shall have all of the powers of the City of San Diego pursuant to its charter

and state law to acquire property and to finance and operate parks and recreational facilities and any other facilities reasonably necessary for their proper operation.

(2) Notwithstanding paragraph (1), neither the San Diego Model School Development Agency nor the Redevelopment Agency of the City of San Diego shall expend any property tax increment revenues to acquire property, and to construct, improve, and finance a school within the City Heights Project Area.

(3) Nothing in this section shall relieve the San Diego Model School Development Agency or the Redevelopment Agency of the City of San Diego from its obligations to increase, improve, and preserve the community's supply of low- and moderate-income housing, including, but not limited to, the obligation to provide relocation assistance, the obligation to provide replacement housing, the obligation to meet housing production quotas, and the obligation to set aside property tax increment funds for those purposes.

(4) The San Diego Model School Development Agency shall perform any construction activities in accordance with the applicable provisions of the Public Contract Code, the Education Code, and the Labor Code that apply, respectively, to the redevelopment agency, housing authority, housing commission, school district, or city creating the San Diego Model School Development Agency. Funding pursuant to Proposition MM, a local San Diego County bond measure enacted by the voters for the purpose of school construction, shall be used only for the design, development, construction, and financing of school-related facilities and improvements, including schools, as authorized and to the extent authorized under Proposition MM.

(c) Any member of the joint powers agency, including the school district, may, to the extent permitted by law, transfer and contribute funds to the agency, including bond funds, to be deposited into and to be held in a facility fund to be expended for purposes of the acquisition of property for, and the development and construction of, any school, housing project, or other facility described in this section.

(d) Nothing contained in this section shall preclude the joint powers agency from distributing funds, upon completion of construction, the school, housing project, park, recreational facility, or other facility to a member of the agency to operate the school, housing project, park, or other facility that the member is otherwise authorized to operate. These distribution provisions shall be set forth in the joint powers agreement, if applicable.

(e) The San Diego Model School Development Agency may construct a school in the City Heights Project Area pursuant to Chapter 2.5 (commencing with Section 17250.10) of Part 10.5 of the Education Code.

(f) The San Diego Model School Development Agency shall establish and enforce, with respect to construction contracts awarded by the joint powers agency, a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code or shall contract with a third party to operate a labor compliance program containing those requirements. This requirement shall not apply to projects that are subject to a collective bargaining agreement that binds all of the contractors and subcontractors performing work on the project, but nothing shall prevent the joint powers agency from operating a labor compliance program with respect to those projects.

(g) Construction workers employed as apprentices by contractors and subcontractors on contracts awarded by the San Diego Model School Development Agency shall be enrolled in a registered apprenticeship program, approved by the California Apprenticeship Council, that has graduated apprentices in the same craft in each of the preceding five years. This graduation

requirement shall be applicable for any craft that was first deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft prior to January 1, 1998. A contractor or subcontractor need not submit contract award information to an apprenticeship program that does not meet the graduation requirements of this subdivision. If no apprenticeship program meets the graduation requirements of this subdivision for a particular craft, the graduation requirements shall not apply for that craft.

6533. (a) The board of directors of the Eastern Water Alliance Joint Powers Agency may grant available funds to a member public agency for the purposes of assisting that member public agency in acquiring water if the board determines that that water supply will benefit the Eastern San Joaquin County Groundwater Basin as a whole and that that member public agency would otherwise be unable to acquire that water. Section 10753.1 of the Water Code applies to any groundwater regulation under this section. As used in this section, the term "groundwater" has the same definition as set forth in subdivision (a) of Section 10752 of the Water Code.

(b) (1) For the purpose of supplementing the general operating revenues of the joint powers agency, upon the request of the board of directors of the joint powers agency, the Board of Supervisors of San Joaquin County may grant to the joint powers agency funds from the county general fund or Zone 2 of the San Joaquin County Flood Control and Water Conservation District that are available to carry out any purpose of the joint powers agency for which the county or district is authorized to expend funds.

(2) Nothing in paragraph (1) grants a preference to the joint powers agency over other public agencies for the purposes of receiving funds described in that paragraph.

(c) The joint powers agency shall deposit any county or district funds received pursuant to subdivision (b) in a separate account, and upon request of the county or district, shall demonstrate that all expenditures made from that account are being used only to carry out the powers, projects, and purposes of the joint powers agency and San Joaquin County or Zone 2 of the San Joaquin County Flood Control and Water Conservation District.

(d) Subject to Article XIID of the California Constitution, the joint powers agency may impose a plan implementation charge, in accordance with this subdivision, on landowners within its boundaries for the property-related service received from improved groundwater management and planning, and for improved groundwater levels and availability, provided by the joint powers agency. This plan implementation charge shall be a charge for water subject to the procedures and requirements set forth in subdivisions (a) and (b) of Section 6 of Article XIID of the California Constitution, as follows:

(1) Each year the board of directors of the joint powers agency may fix a plan implementation charge that may not exceed the annual cost of carrying out the actions financed by the charge. The board of directors may use multiyear budgeting to determine the plan implementation charge for up to five years and adopt a schedule of charges for this time period.

(2) Before imposing the plan implementation charge, the board of directors of the joint powers agency shall identify the parcels of land within the joint powers agency to be benefited by the actions financed by the charge, the need for the plan implementation charge, and the amount of the charge to be imposed on each parcel. The amount of the charge upon any parcel may not exceed the proportional costs of the actions financed by the charge attributable to that parcel. The joint powers agency shall provide written notice of the plan implementation charge and conduct a public hearing as provided in

subdivision (a) of Section 6 of Article XIID of the California Constitution. The joint powers agency may not impose the plan implementation charge if written protests against the charge are presented by a majority of the owners of the identified parcels upon which the charge will be imposed.

- (3) (A) The plan implementation charge, at the option of the joint powers agency, may be collected on the tax rolls of the county in the same manner, by the same persons, and at the same time as, together with and not separate from, county ad valorem property taxes. In that event, of the amount collected pursuant to this paragraph, the county auditor may deduct that amount required to reimburse the county for its actual cost of collection.
(B) In lieu of that option, the joint powers agency shall collect plan implementation charges at the same time, together with penalties and interest at the same rates as is prescribed for the collection of county ad valorem property taxes.
- (4) The amount of an unpaid plan implementation charge, together with any penalty and interest thereon, shall constitute a lien on that land as of the same time and in the same manner as does the tax lien securing county ad valorem property taxes.
- (5) In lieu of a plan implementation charge being imposed on parcels within the boundaries of any individual member public agency of the joint powers agency, any member of the joint powers agency may determine by resolution to make payment to the joint powers agency of funds in an amount equal to the amount that would be raised by imposition of the plan implementation charge within the boundaries of that member, to be paid at the same time that the plan implementation charge would be collected if imposed.

(e) For the purposes of this section, "joint powers agency" means the Eastern Water Alliance Joint Powers Agency.

(f) For the purposes of this section, "Eastern San Joaquin County Groundwater Basin" means the Eastern San Joaquin County Basin described on pages 38 and 39 of the Department of Water Resources' Bulletin No. 118-80.

6534. (a) This section shall be known, and may be cited, as the California Prison Inmate Health Service Reform Act.

(b) The Department of Corrections may enter into joint powers agreements under this chapter with one or more health care districts established in accordance with Division 23 (commencing with Section 32000) of the Health and Safety Code, in order to establish regional inmate health service joint powers agencies.

(c) Inmate health service joint powers authorities may be utilized for any purpose related to the provision, acquisition, or coordination of inmate health care services, including, but not limited to, all of the following:

- (1) The provision of district hospital-based surgical, diagnostic, emergency, trauma, acute care, skilled nursing, long-term, and inpatient psychiatric care.
- (2) Health care utilization review services.
- (3) Health facility management consultation services.
- (4) Health care contract design, negotiation, management, and related consultation services.
- (5) Health care quality monitoring, management, and oversight consulting services.
- (6) Physician and health care staff recruitment services.
- (7) The design, construction, and operation of dedicated, secure, community-based health care facilities for the provision of inmate health care services.

6535. Any entity that is established pursuant to a joint powers agreement authorized under this article that is also licensed under Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code, where one of the parties to the joint powers agreement is an entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, shall be subject to all of the same provisions, including, but not limited to, governance, public records requirements, open meeting requirements, and conflicts of interest as is the entity established pursuant to Section 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, or 14087.9605 of the Welfare and Institutions Code, as applicable, that is a party to the joint powers agreement.

6536. Notwithstanding any other provision of this chapter, a private, nonprofit corporation that conducts fairs and other events and exhibitions on land leased from the County of Los Angeles may enter into a joint powers agreement with a public agency, as defined in Section 6500, for mutually beneficial uses of the public land. The agency formed pursuant to this joint powers agreement shall be deemed a public entity as described in Section 6507.

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