

AGREEMENT BETWEEN THE COUNTY OF
SAN DIEGO AND THE CITY OF SAN DIEGO
TO EXTEND THE TERM OF AND TO AMEND
THE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2003 between the County of San Diego (COUNTY), a political subdivision of the State of California, and the City of San Diego (CITY), a California municipal corporation.

WHEREAS, on July 1, 1998 the COUNTY and CITY entered into an Agreement for Animal Control Services whereby the COUNTY, through its Department of Animal Services, provides animal control services to CITY; and

WHEREAS, pursuant to Section 1, Term of Agreement, the Agreement for Animal Control Services terminates June 30, 2003; and

WHEREAS, the Agreement for Animal Control Services states that the agreement may be extended by mutual written consent of the parties; and

WHEREAS, the parties wish to extend the Agreement for Animal Control Services; and

WHEREAS, to implement Section 8.1, Spay/Neuter Program, the County deposits an amount equal to five percent (5%) of estimated license fee revenues it collects into the Spay/Neuter Surcharge Trust Fund; and

WHEREAS, the parties wish to amend Section 8.1 to suspend this obligation for one year, to make it discretionary thereafter and to clarify that the amount deposited in the trust fund is based on the estimated license fee revenues to be collected.

NOW, THEREFORE, the parties agree as follows:

1. The term of the Agreement for Animal Control Services Between the City of San Diego and the County of San Diego dated September 18, 1998, is extended from July 1, 2003 to June 30, 2008.

2. Section 8.1 of the Agreement for Animal Control Services is amended to read as follows:

COUNTY and CITY shall establish a spay/neuter program for CITY. The spay/neuter program shall be financed as follows:

a. Starting with fiscal year 2004/05 (beginning July 1, 2004), COUNTY may, in the sole discretion of the Director of Animal Services, allocate an amount equivalent to or less than five percent (5%) of the estimated license fee revenues to be collected by COUNTY for deposit into a separate trust fund account, the Spay/Neuter Surcharge Trust Fund.

b. For fiscal year 2003/04 (July 1, 2003 through June 30, 2004), the COUNTY shall not make any allocations for, or deposits into, the Spay/Neuter Surcharge Trust Fund.

3. All other terms and conditions in the Agreement for Animal Control Services Between the City of _____ and the County of San Diego dated September 18, 1998 remain in full force and effect during the extension unless the agreement is terminated pursuant to its terms.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted its City Council, has approved the execution of this agreement by its City Manager, and the COUNTY, by order of its Board of Supervisors, has approved the execution of this agreement by the Clerk of the Board of Supervisors of the County of San Diego, this _____ day of _____, 2003.

City of San Diego

County of San Diego

By: _____
City Manager

By: _____
Clerk of the Board
of Supervisors

City Clerk

Approved as to form and
legality

Approved as to form and
legality, County Counsel

By: _____
City Attorney

By: _____
Senior Deputy