

MEETING DATE: November 10, 2008

AGENDA ITEM: Consideration of the Animal Control Subcommittee's Recommendation to Approve a Contract with SpcaLA for Animal Sheltering Services and Discussion and Potential Implementation of Additional Related Fees.

ATTACHMENTS

	<u>Pages</u>
1. LACDACC Annual Service Rates Letter	1-2
2. spcaLA Cover Letter and Agreement	3-8
3. Spreadsheet-License Fees	9



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control

Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3478
<http://animalcare.lacounty.gov>

cc: Nollen
Cole
Wolfe
RECEIVED
2008 MAY -7 PM
COUNTY OF
LOS ANGELES
ANIMAL CARE
AND CONTROL
CITY MANAGER'S OFFICE
CITY OF CULVER CITY

May 5, 2008

Mr. Jerry Fulwood
Culver City, City Manager
9770 Culver Boulevard
Culver City, CA 90232-0507

Dear Mr. Jerry Fulwood:

ANNUAL SERVICE RATES

Shelter Locations

Downey Shelter
11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

Carson Shelter
216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

Baldwin Park Shelter
4275 N. Eiton St.
Baldwin Park, CA 91706
(626) 962-3577

Lancaster Shelter
5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

Castaic Shelter
31044 N. Charlie Cyn.
Road
Castaic, CA 91384
(661) 257-3191

Agoura Shelter
29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

Major Case Unit
11258 S. Garfield Ave.
Downey, CA 90242
(562) 658-2000

Pursuant to our contract with Culver City, the field services, housing, canvassing and license processing rates are adjusted annually once the Los Angeles County Auditor-Controller has completed its review of our department's costs. Rates are based on the current cost of labor and materials to provide these services. During the review to determine rates for Fiscal Year (FY) 2008-09, the Auditor-Controller, in collaboration with our department's staff, identified that our department had been using understated cost data which caused our rates to be calculated at less than 65 percent of our billable costs for FY2006-07 and 2007-08.

Therefore, the Auditor-Controller's FY2008-09 annual review included accurate data and yielded significant increases to our rates. In an effort to minimize the impact to Culver City, we have decided not to pass on the full cost of service to your city at this time. In consideration of the financial challenges faced by local governments, we are looking at multi-year options to phase in the increases. For FY2008-09, we need to advise you that the increase in your contract amount will be based upon 50 percent or less of the service unit rate increases needed to advance to the point of full cost recovery.

In order to discuss the data discrepancies in past service unit rates, the increases necessary to correct these discrepancies, and develop the phased increase plan with all of our contract city customers, we will be working with both the Contract Cities Association and the regional Councils of Governments to set meetings as soon as possible. Based upon the input we receive at the city meetings, we will make a final decision about the increase for FY2008-09 and advise all city customers.

Contract Cities
May 5, 2008
Page 2

The table below provides an estimate of the rates at full cost recovery and at 50 percent of full cost recovery.

<u>Service Provided</u>	<u>FY2007-08 Rates</u>	<u>Full Cost Recovery</u>	<u>50% of increase to Full Cost Recovery</u>
Daily Housing Costs Dog/Cat	\$ 10.47	\$ 23.65	\$ 17.06
Daily Housing Other Animals	\$ 5.78	\$ 10.31	\$ 8.05
Daily Special Care All Animals	\$ 16.30	\$ 28.38	\$ 22.34
Stray Dead Animal Disposal	\$ 5.89	\$ 14.48	\$ 10.19
ACO Field Services Hourly Rate	\$ 59.42	\$ 72.32	\$ 65.87
Canvassing Hourly Rates	\$ 50.13	\$ 55.47	\$ 52.80

The table below provides an estimate of the increased costs to Culver City at full cost recovery and at 50 percent of full cost recovery.

<u>FY2008-09 Estimate with Full Cost Recovery</u>	<u>FY2008-09 Estimate with 50% increase to Full Cost Recovery</u>
\$ 80,282	\$ 68,500

We think it is important for you to know that the Los Angeles County per capita animal care cost is significantly lower than costs in other jurisdictions. The Humane Society of the United States recommends municipalities budget anywhere from \$5 to \$8 per capita for their animal control budget. Further studies have shown that other agencies in Southern California spend between \$5 and \$11 per capita. Therefore, even with the full cost recovery increases, we estimate the current gross per capita cost to all of our cities for services provided by our department to be less than \$2.80.

If you have any further questions regarding the above information, please do not hesitate to contact Stacy Rose Mungo at (562) 256-1376. We truly look forward to continuing to provide services to the City of Culver City.

Sincerely,



MARCIA MAYEDA
Director

MM:SRM:mtm

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5026 W. Jefferson Blvd., Los Angeles, CA 90016 • P: 1-888-SPCA-LA1 • F: 323-730-5333 • E: info@spcalA.com • www.spcalA.com

July 8, 2008

Ms. Shelly Wolfberg
City of Culver City
P.O. Box 507
Culver City, CA 90232-0507

Dear Ms. Wolfberg,

Congratulations to your city on hiring a full time Animal Control Officer. We know this action will improve the quality of service for the residents of your city. In our experience, the dedication of a full time person to handle animal control issues in a city increases the actual number of animals handled per year significantly and a dramatic increase in constituent satisfaction.

In response to your e-mail request of June 26th we submit the following. The Jefferson facility will soon be opening as a Specialty Spay/Neuter Center, so our proposal is for sheltering services at the Yukon Avenue facility in Hawthorne. We are a full service sheltering facility. We do handle animals other than cats and dogs. The public hours are Wed-Fri 11-6; Sat-Sun 10-5. Owners of tagged or micro chipped animals are notified by phone and by mail. Tagged or micro chipped animals are held for 14 days before they are available to the general public for adoption. Untagged animals are held for 6 days before they are available for adoption. Using your actual numbers from FY06/07 (167 cats/dogs; 201 other; 156 dead) we propose a fixed fee contract of \$29,424.00 billed monthly at \$2,452.00 to shelter Culver City impounded animals. This fee includes all costs associated with housing an animal for the legal holding period, including veterinary care.

As you may be aware, we shelter animals for a significant number of days beyond the legal holding period, if appropriate. The average shelter stay for an animal at our Yukon facility is 24.5 days. However, we have sheltered animals as long as a year before a suitable home was found. Sheltering activity beyond the legal holding period is done at our expense. Therefore, our actual cost to house an animal is much higher than the estimate we used to prepare this quote.

Additionally, we would be happy to work with your city to provide low cost vaccination and microchip clinics and animal training classes.

Enclosed is a sample of our basic Sheltering Contract for your information. Please review this document and contact us if you wish to continue this negotiation.

We support your efforts to ensure more animals find homes by exploring options other than those the County system is able to provide.

Sincerely,

Madeline Bernstein, President
MB:dc

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P.D. Pitchford Companion Animal Village & Education Center • 7700 E. Spring St., Long Beach, CA 90815 • P: 562-570-SPCA

Santa Monica Place Pet Adoption Center • Santa Monica Place, 208, Santa Monica, CA 90401 • P: 310-587-3502

South Bay Pet Adoption Center & Shelter • 12910 Yukon Ave., Hawthorne, CA 90250 • P: 310-676-1149

Agreement No. _____

**CONTRACT FOR ANIMAL SHELTERING SERVICES
BETWEEN
THE CITY OF _____ AND
SPCALA**

This AGREEMENT is entered into on this _____ day of _____, _____ by and between the CITY OF _____, a _____ city and municipal corporation, ("CITY") and SPCALA, a California Corporation ("CONTRACTOR").

1. Consideration.

- A. As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONTRACTOR a monthly sum equal to _____ for CONTRACTOR'S services. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum within fourteen (14) days after receiving an invoice.

2. SCOPE OF SERVICES. CONTRACTOR will serve as the Director of Animal Sheltering for CITY in accordance with applicable law. To fulfill this responsibility CONTRACTOR will furnish an animal shelter located at 12910 Yukon Avenue in the City of Hawthorne and maintain that animal shelter during the term of this Agreement. CITY agrees to insure that all injured animals must receive emergency medical care as required by applicable law before depositing said animal with SPCALA. CONTRACTOR agrees not to provide animals for scientific research.

3. TERM. The term of this Agreement will be from _____ to _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate as stated in Section 8.

4. TIME FOR PERFORMANCE. CONTRACTOR will not perform any work under this Agreement until CONTRACTOR furnishes proof of insurance as required under Section 13 of this Agreement.

5. TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a taxpayer identification number.

6. PERMITS AND LICENSES. CONTRACTOR, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

7. PROJECT COORDINATION AND SUPERVISION.

- A. _____ will be assigned as Project Manager and will be responsible for coordination with CITY'S Project Manager.

- B. _____ will be assigned as CITY'S Project Manager and will be personally in charge of and personally supervise or perform the technical execution of the Project on a day-to-day basis on behalf of CITY and will maintain direct communication with CONTRACTOR'S Project Manager.

8. TERMINATION.

- A. Except as otherwise provided, either party may terminate this Agreement at any time with or without cause upon (30) days notice. Notice of termination will be in writing.
- B. Should the Agreement be terminated pursuant to this section, CITY may procure on its own terms services similar to those terminated.
- C. By executing this document, CONTRACTOR and CITY each waive any and all claims for damages that might otherwise arise from termination under this section.

9. INDEMNIFICATION.

- A. CONTRACTOR indemnifies, will defend (at CITY'S request and with counsel satisfactory to CITY), and holds CITY harmless from and against any claim, action, damages, costs (including without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONTRACTOR will defend CITY (with counsel reasonably satisfactory to CITY) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.
- B. For purposes of this section "CITY" includes CITY'S officers, officials, employees, agents, representatives, and certified volunteers.
- C. CONTRACTOR expressly agrees that this release, waiver, and indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion is held invalid, it is agreed that the balance will, notwithstanding, continue in full legal force and effect.
- D. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- E. The requirement as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 13, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. ASSIGNABILITY. This Agreement is for CONTRACTOR'S unique services. CONTRACTOR'S attempts to assign the benefits or burdens of this Agreement without CITY'S written approval are prohibited and will be null and void.

11. INDEPENDENT CONTRACTOR. CITY and CONTRACTOR agree that CONTRACTOR will act as an independent contractor and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or

employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

12. RECORDS RETENTION. CONTRACTOR will maintain full and accurate records with respect to all services and matters covered under this Agreement. CONTRACTOR will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

13. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONTRACTOR will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below.

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial general liability:	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory limits

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 10 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insured's" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such insurance will be on an "occurrence", not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to CITY.
- C. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 07 97, or similar form for CONTRACTOR owned Autos.
- D. CONTRACTOR will furnish to CITY duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as maybe reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company rating of "A:VII."
- E. Should CONTRACTOR, for any reason fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONTRACTOR'S expense and deduct the cost of such insurance from payments due to CONTRACTOR under this Agreement or terminate pursuant to section 8.

14. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY

CONTRACTOR

David Havard
spcaLA

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5026 West Jefferson Blvd.
Los Angeles, CA 90016

Any such written communications by mail will be conclusively deemed to have been received by the addressee at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notices in the manner prescribed in this paragraph.

15. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any involving this Agreement will be in Los Angeles County.

16. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties. There are no other understandings, terms or other Agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

17. EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of this Agreement, and any other document or agreement, whether oral or written, the provisions of this Agreement will govern and control.

18. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

19. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

20. AUTHORITY/MODIFICATION. The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment executed by both parties. CITY'S city manager, or designee, may execute any such amendment on behalf of CITY.

21. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

22. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and not affect the interpretation of this Agreement.

23. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, war, embargo, and government action, civil or military authority, the natural elements, or other similar causes beyond the parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

25. COUNTERPARTS. This Agreement may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF _____

SPCALA
a California Corporation

City Manager

Madeline Bernstein,
President

David Havard
Vice President

ATTEST:

City Clerk

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Proposed License Fees				
Base License Fee	\$	60.00	(Would include Unaltered/Non-Microchipped dogs, of which there would be an extremely low amount)	
Altered/Microchipped	\$	20.00		
Altered/Non-Microchipped	\$	40.00	(Includes Unaltered/Microchipped dogs, of which there is a very low percentage)	
Delinquency (in addition to License Fee)	\$	25.00		

ASSUMPTIONS:				
Approx. Licensed Dogs in 2007-08:		1,740		
No Additional Canvassing				
Altered/Microchipped	\$	20.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$34,800	1,740	
	90%	\$31,320	1,566	
	80%	\$27,840	1,392	
	70%	\$24,360	1,218	
	60%	\$20,880	1,044	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		2,610		
Addl. Canvassing (assumes +50% based on previous history)				
Standard Renewals	\$	20.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$52,200	2,610	
	90%	\$46,980	2,349	
	80%	\$41,760	2,088	
	70%	\$36,540	1,827	
	60%	\$31,320	1,566	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		3,480		
Addl. Canvassing (assumes 100% increase)				
Standard Renewals	\$	20.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$69,600	3,480	
	90%	\$62,640	3,132	
	80%	\$55,680	2,784	
	70%	\$48,720	2,436	
	60%	\$41,760	2,088	

ASSUMPTIONS:				
Approx. Licensed Dogs in 2007-08:		1,740		
No Additional Canvassing				
Altered/Microchipped	\$	20.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$34,800	1,740	
	90%	\$31,320	1,566	
	80%	\$27,840	1,392	
	70%	\$24,360	1,218	
	60%	\$20,880	1,044	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		2,610		
Addl. Canvassing (assumes +50% based on previous history)				
Altered/Microchipped (90%):	\$	20.00		
Altered/Non-Microchipped (10%):	\$	40.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$57,420	2,610	
	90%	\$51,678	2,349	
	80%	\$45,936	2,088	
	70%	\$40,194	1,827	
	60%	\$34,452	1,566	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		3,480		
Addl. Canvassing (assumes 100% increase)				
Altered/Microchipped (90%):	\$	20.00		
Altered/Non-Microchipped (10%):	\$	40.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$76,560	3,480	
	90%	\$68,904	3,132	
	80%	\$61,248	2,784	
	70%	\$53,592	2,436	
	60%	\$45,936	2,088	

ASSUMPTIONS:				
Approx. Licensed Dogs in 2007-08:		1,740		
No Additional Canvassing				
Altered/Microchipped	\$	20.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$34,800	1,740	
	90%	\$31,320	1,566	
	80%	\$27,840	1,392	
	70%	\$24,360	1,218	
	60%	\$20,880	1,044	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		2,610		
Addl. Canvassing (assumes +50% based on previous history)				
Altered/Microchipped (90%):	\$	20.00		
Altered/Non-Microchipped (10%):	\$	40.00		
Delinquency Rate (5%):	\$	25.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$60,683	2,610	
	90%	\$54,614	2,349	
	80%	\$48,546	2,088	
	70%	\$42,478	1,827	
	60%	\$36,410	1,566	

ASSUMPTIONS:				
Est. Licensed Dogs w/below assumption:		3,480		
Addl. Canvassing (assumes 100% increase)				
Altered/Microchipped (90%):	\$	20.00		
Altered/Non-Microchipped (10%):	\$	40.00		
Delinquency Rate (5%):	\$	25.00		
	%	Gross Revenue	Licenses Issued	
Best Case	100%	\$80,910	3,480	
	90%	\$72,819	3,132	
	80%	\$64,728	2,784	
	70%	\$56,637	2,436	
	60%	\$48,546	2,088	