

MEETING DATE

August 8, 2005

AGENDA ITEM

Consideration of the Renewal of the Animal Control Contract with Los Angeles County and Canvassing Program

ATTACHMENTS

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**Animal Control Services Agreement
(Los Angeles County - The City of Culver City)
WITNESSETH**

THIS AGREEMENT (the "Agreement") is made and entered into as of the First Day of July, 2004, by and between the **COUNTY OF LOS ANGELES** (the County') and the **CITY OF CULVER CITY** (the City")

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described animal control services within its boundaries by the County of Los Angeles, through the Director of Animal Care and Control, and

WHEREAS, the County of Los Angeles is agreeable to rendering such services on the terms and conditions as hereinafter set forth, and

WHEREAS, such contracts are authorized and provided for by the provisions of Section 56 1/2 of the Charter of the County of Los Angeles and Sections 51300, et seq of the Government Code, and

WHEREAS, the parties are aware of the enactment of Government Code Section 907 regarding offset of delinquent amount due for services and the City has agreed to waive its right of advance written notice in accordance with the terms set forth in this agreement

NOW, THEREFORE, in consideration of the premises and the respective representations and agreements hereinafter contained, the parties hereto agree as follows

1 The County agrees, through the Director of Animal Care and Control of the County of Los Angeles, to provide animal control services within the corporate limits of the City to the extent and in the manner hereinafter set forth

Such services shall only encompass the duties and functions of the type coming within the jurisdiction and customarily rendered by the Department of Animal Care and Control of the County of Los Angeles under the Charter of said County and the statutes of the State of California

The level of service shall be the same basic level of service that is and shall hereafter during the term of this agreement be provided for the unincorporated areas of the County of Los Angeles by said Director of Animal Care and Control Notwithstanding the foregoing, the parties agree to discuss additional animal control services to be provided to the City

The rendition of such services, the standard of performance and other matters incidental to the performance of such services and the control of personnel so employed shall remain in the County In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level and manner of performance of such service, the determination thereof made by the Director of Animal Care and Control of the County shall be final and conclusive as between the parties hereto

Such services shall include the enforcement of State statutes and municipal animal control ordinances as the City may adopt as hereinafter provided for

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2 The County will transport animals for housing at its Carson Animal Shelter, which operates on a 24-hour-a-day, seven-days-a-week basis

3 To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officers, agents and employees

4 For the purpose of performing said functions, County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of said City the same shall be supplied by said City at its own cost and expense

5 All persons employed in the performance of such services and functions for said City shall be County employees and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service or any status or right

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary every County officer and employee engaged in the performance of any service hereunder shall be deemed to have the authority of an officer or employee of said city while performing services for said City, which services are within the scope of this agreement and are purely municipal functions

6 City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County employee performing services hereunder for said County

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment

7 The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991

Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as if set out in full herein

In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto

8 Notwithstanding anything to the contrary herein contained, this contract shall be sooner terminated at any time that the City fails to enact and to maintain in full force and effect, including the amount of fees provided, an ordinance identical with the provision of Division 1, Title 10 of the Los Angeles County Code

This contract shall also be sooner terminated if the City does not enact amendments to said ordinance adopted by the Board of Supervisors within 120 days after requested to do so by the County. The Director of Animal Care and Control, acting on behalf of the County, may use discretion and need not request the City to adopt amendments which do not apply to the City.

It is agreed that, in connection therewith, the County shall have the powers of the City and shall receive all cooperation possible therefrom to enable efficient enforcement of such ordinances and to effectuate collections called for thereunder.

9 For and in consideration of animal control services by the County, City agrees that it shall pay the full cost to County for providing such services at rates determined by the County of Los Angeles Auditor-Controller.

City further agrees that County may keep and retain any and all license fees provided for by County pursuant hereto as an offset against City's obligation to pay the full cost of animal control services.

The County agrees, through the Department of Animal Care and Control, to provide, on or before April 15 of each year, an estimate of the total costs for all animal shelter services to be provided to the City for the fiscal year then in progress.

It is further agreed that on or before July 15 the County shall provide either (1) an invoice for the amount of any deficit in the prior fiscal year's total revenue as compared to total animal control service costs, or (2) a notice of refund due to the City of any revenue collected which exceeds the total animal control service costs

It is agreed that, in connection therewith, the County shall have the powers of the City and shall receive all cooperation possible therefrom to enable efficient enforcement of such ordinance and to effectuate collections called for thereunder

10 This contract shall become effective on July 1, 2005 and shall run for the period ending June 30, 2007, and at the option of the City Council of the City, with the consent of the Director of Animal Care and Control, shall be renewable thereafter for an additional period not to exceed five (5) years

In the event the City desires to renew this agreement for said five-year period, the City Council shall not later than the 10th of May 2007, notify the Director of Animal Care and Control that it wishes to renew the same whereupon the Director of Animal Care and Control shall notify the City Council in writing of the Department's willingness to accept such renewal Otherwise such agreement shall finally terminate at the end of the aforescribed period

Notwithstanding the provisions of this paragraph hereinabove set forth either party may terminate this agreement at anytime by giving ninety (90) days prior written notice to the other party

11 City agrees that whenever animals from within the boundaries of the City are delivered to animal shelters operated by County, the City shall pay for the services, shelter and treatment of said animals at the following rates

<u>Services</u>	<u>Rates</u>
Impounding of a relinquished dog or cat	\$13 37 per day, plus all veterinarian costs for treating these animals while at the County shelter
Impounding of a stray dog or cat	
Holding a dog or cat wearing a license (City shall pay for the foregoing shelter and treatment costs for a period not to exceed that required by law)	
Holding a dog or cat for observation	\$18 25 per day plus all veterinarian costs for treating these animals while at the County shelter
Holding a sick or injured dog or cat	
Holding dogs, cats poultry, livestock that are ordered impounded by a court i e fighting dogs guard dogs etc	
For each dead animal brought into the shelter for disposal	\$4 84 per animal

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For each dead livestock, i e horse, cow, etc brought into the shelter for disposal	\$250 00 per animal
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City shall pay for the shelter and treatment of all live animals, reptiles and fowl from within the boundaries of the City and are delivered to animal shelters operated by the County and the cost of such shelter and treatment of such animal shall be as determined by the County Auditor-Controller

12 The foregoing rates shall be adjusted by the County Auditor-Controller annually, effective July 1st of each year commencing July 1, 2005, to reflect the cost of such service in accordance with such rates as determined by the Auditor-Controller and as approved by the Board of Supervisors of the County

All services rendered hereunder are subject to the limitation of the provisions of Section 23008 of the Government Code and, in accordance therewith, before any services are rendered pursuant hereto, an amount equal to the cost, or an amount ten (10) percent in excess of the estimated cost shall be reserved by the City from its funds to ensure payment to the County for work, services or materials provided hereunder

13 If such payments provided above and in Section 9 of this contract are undisputed and not delivered to the County office which is described on said invoices within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed

However, the interest herein provided may be waived whenever the Director of Animal Care and Control finds late payment excusable by reason of extenuating circumstances

14 The City will review all invoices and report in writing of any discrepancies to the Director of Animal Care and Control within ten (10) business days. The County shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) business days of the receipt of the City's written report. If the City does not receive from the County a written explanation within the ten (10) business day period, it shall be implied that the County is not disputing the charges.

15 The County agrees to keep separate records for each City in such form and manner as the County Auditor-Controller of the County of Los Angeles shall reasonably specify. Such records shall be open for examination by said City during all business hours.

16 The County agrees that redemption fees which it collects on animals delivered to its animal shelter shall be credited to the City every thirty (30) days.

17 The County agrees to provide to the City additional animal control services on an as-needed basis if requested by written notice 24 hours in advance. If such animal control services are requested during an emergency, the written notice may be waived and said services requested verbally by a duly authorized representative of the City, provided a written request is given the County within 48 hours after the services are rendered.

Such animal control services will be provided by the County to the City at rates determined by the Auditor-Controller

18 The County agrees to maintain its kennel and animal shelter in a humane manner and keep said premises in a sanitary condition at all times and that all services furnished by it hereunder shall be in accordance with the laws of the State of California and that it will give the prescribed notices and use humane methods of care and destruction of any animal coming under its jurisdiction

IN WITNESS WHEREOF, the City of Culver City, by order of its City Council, causes this agreement to be signed by its mayor and the County of Los Angeles, by order of its Board of Supervisors, has caused this agreement to be subscribed by the Director of the Department of Animal Care and Control

CITY OF CULVER CITY

By _____
JERRY FULWOOD
Chief Administrative Officer

Dated _____

APPROVED AS TO FORM

By _____
CAROL A SCHWAB
City Attorney

Dated _____

APPROVED AS TO CONTENT

By _____
ERIC SHAPIRO
City Controller

Dated _____

COUNTY OF LOS ANGELES

Marcia Mayeda
Director
Los Angeles County Department of Animal Care and Control

Dated _____

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DEPARTMENT OF ANIMAL CARE AND CONTROL

REPORT OF ACTIVITIES

CITY OF CULVER CITY

SERVICE PROVIDED	JUL 2004	AUG 2004	SEP 2004	OCT 2004	NOV 2004	DEC 2004	JAN 2005	FEB 2005	MAR 2005	APR 2005	MAY 2005	JUN 2005	YEAR TO DATE	LAST YR TO DATE
SERVICE REQUEST	123	111	101	107	82	59	51	70	79	90	73	99	1045	964
FIELD HOURS *	76 15	96 45	41 00	71 00	76 15	76 15	43 30	66 30	57 30	87 30	65 45	54 15	812 30	822 30
DOG IMPOUNDED	3	7	9	10	9	4	7	4	11	4	6	7	81	78
CAT IMPOUNDED	22	13	18	13	6	2	2	8	8	5	3	4	104	87
OTHER IMPOUNDED	21	19	10	19	8	45	3	17	10	12	11	10	185	128
CITATIONS ISSUED	1	0	0	0	4	0	1	0	0	0	0	0	6	11
PRIVATE VETERINARIAN CARE	0	1	1	0	0	1	0	1	0	1	0	0	5	5
OBSERVATION	0	0	0	0	0	0	0	0	0	0	0	0	0	2
DEAD ANIMAL	14	29	31	23	15	21	9	11	12	24	18	22	229	172
HUMANE INVESTIGATIONS	2	0	4	0	0	0	0	0	1	4	5	9	25	14
COURT APPEARANCES (HOURS)	00 00	4 30	00 00	00 00	00 00	00 00	00 00	00 00	1 15	00 00	00 00	00 00	5 45	4 00
ANIMALS PLACED IN NEW HOMES	1	8	3	7	4	4	2	4	2	0	2	1	38	21
ANIMALS RETURNED TO OWNERS	2	1	4	2	6	2	2	2	0	1	2	2	26	28
LICENSES SOLD	273	794	228	83	59	41	35	50	198	34	70	35	1 900	1 745
ANIMAL LICENSE CANVASSING	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	00 00	5 00

* Includes humane education hours

Attachment 2

COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL

ANIMAL CONTROL PROGRAM COST

07/10/04

CITY	YEAR	# OF LIC	# OF PEN	TOTAL REVENUE	LICENSE HANDLING COST	SPECIAL PROGRAM COST	ACO FIELD HOURS	ACO FIELD COST	NET FIELD COST	NET HOUSING COST	TOTAL PROGRAM COST
CULVER CITY	9900	3225	58	61,974.00	9,288 00	25,811 46	750 50	34,980 81	8,106 27	5,436 56	13,542 83
	1	2710	160	52,619 00	7,804 80	13,779 99	753 50	34,427 42	3,393 20	8,309 32	11,702 52
	102	1571	57	27,987 50	4,775 84	00	573 25	28,759 95	5,548 29	6,717 19	12,265 48
	203	3736	541	73,210 00	11,432 16	39,232 05	1,007 25	49,949 53	27,403 74	7,175 49	34,579 23
	304	1745	93	31,832 50	4,938 35	212 85	826 50	44,308 67	17,627 36	6,480 30	24,107 66