Council Meeting
May 22, 2007

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Two-year agreement for animal control services with the County of Los Angeles. Expenditure: $60,000.

RECOMMENDATION

The Chief of Police recommends that City Council approve an Agreement with the County of Los Angeles, through the Director of Animal Care and Control, for after-hours animal control services for the period from July 1, 2007 to June 30, 2009, in an amount not to exceed $30,000 per year for two years, for a total of $60,000.

FUNDING

Funding is available in the existing Animal Control operating budget.

BACKGROUND

Since the inception of the City of Torrance Animal Control program in 2003, the City has contracted with Los Angeles County for after-hours animal control services. Under the proposed agreement, the County will provide animal control services only as needed during an emergency, or as requested in writing by the City in advance.

ANALYSIS

With the addition of a second Animal Control Officer in FY 2006, Torrance Animal Control Officers are more available for after-hours call-outs, which curtails the need for after-hours services from the County of Los Angeles.

The City may still call upon the County for animal care and control in the event of an emergency, or other special circumstances. Additionally, the City continues to use the County shelter to house animals until they are returned to their owners. The proposed agreement with the County of Los Angeles provides for continued access to shelter services for a two-year period. The agreement also allows the City to request that the County respond to calls for animal control services in Torrance, with 24 hours'

advance notice in writing. The cost for special requests for County animal control services is estimated at $30,000 per year.

Respectfully submitted,

John J. Neu
Chief of Police

By Captain Marc Wilkins
Special Operations Bureau Commander

CONCUR:

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: Animal Control Services Contract

Attachment A

Agreement
Animal Control Services
City of Torrance

THIS AGREEMENT is made between the **COUNTY OF LOS ANGELES**, hereinafter referred to as "County," and the **CITY OF TORRANCE** , hereinafter referred to as "City."

RECITALS:

(a) 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.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions as hereinafter set forth.

(c) 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.

(d) 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.

THEREFORE, THE PARTIES 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 provided by the County in accordance with Paragraph 18.

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.

2. The County agrees to provide kennel and animal shelter services to the City at Animal Center 3, the Carson Shelter. The County, at that facility, shall accept all animals delivered for impoundment by the City 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 be 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 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.

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.

The County agrees, through the Department of Animal Care and Control, to provide, on or before April 15 or 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 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.

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.

Attachment A

10. The term of this contract is for two years, commencing July 1, 2007 and terminating on June 30, 2009. However, during the term of the agreement, either party may terminate the agreement at any time by giving thirty (30) 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 and shelter of said animals at the following rates:

Services	Rates
Impounding of a relinquished dog or cat 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.)	$10.47 per day, plus all veterinarian costs for treating these animals while at the County shelter.
Holding a dog or cat for observation 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.	$16.30 per day, plus all veterinarian costs for treating these animals while at the County shelter

For each dead animal brought into the shelter for disposal	$5.92 per animal
For each dead livestock, i.e., horse, cow, etc., brought into the shelter for disposal.	$250.00 per animal

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, 2007, 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. For shelter services rendered, the County shall submit an itemized invoice to said City within 10 days after the close of each calendar month which includes all such shelter services performed during the preceding month, and

said City shall pay County therefore within thirty (30) days after the date of the invoice.

If such payments provided above and in Section 9 of this contract are 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. Notwithstanding the provisions of Government Code Section 907, if such payments are not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including the interest thereon from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

15. 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.

16. 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 specify. Such records shall be open for examination by said City during all business hours.

17. 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.

18. The County agrees to provide to the City animal control services on an as-needed basis if requested by written notice twenty-four (24) hours in advance. If such animal control services are requested during an emergency, the written notice may be waived or provided by facsimile or hand delivered as the circumstances allow. If said services are requested verbally only by a duly authorized representative of the City, that person(s) shall be identified in advance by the City to the County in writing. Such animal control services will be provided by the County to the City at rates determined by the Auditor-Controller.

19. 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.

Attachment A

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

ATTEST:

CITY OF TORRANCE
A Municipal Corporation

_____
SUE HERBERS, City Clerk

By _____
FRANK SCOTTO, Mayor

APPROVED AS TO FORM:

COUNTY OF LOS ANGELES

_____
JOHN L. FELLOWS, III
CITY ATTORNEY

By _____
MARCIA MAYEDA
Director, Department of Animal Care & Control