Council Meeting
October 20, 2009

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

Members of the Council:

SUBJECT: Police – Five-year agreement for animal care and control services with the County of Los Angeles. Expenditure: Not to exceed $450,000.

RECOMMENDATION

Recommendation of the Chief of Police that City Council approve an Agreement with the County of Los Angeles, through the Director of Animal Care and Control, for animal care and control services for the period from July 1, 2009 to June 30, 2014, in an amount not to exceed $450,000.

FUNDING

Funding is available in the Animal Control Fund.

BACKGROUND

Since the inception of the City of Torrance Animal Control program in late 2003, the City has contracted with Los Angeles County for additional animal care and control services. Under the terms of the Agreement, the County provides kennel service for dogs, cats and other animals delivered to the City's animal shelter, and for other services as needed such as during emergencies or to assist Torrance Animal Control with humane investigations and prosecution. The current Agreement has expired and LA County has since submitted a new, five-year Agreement to continue these services. The new Agreement was not made available to the City until September 2009 and is subsequently being presented to Council after the current Agreement's expiration.

ANALYSIS

The last, two-year Agreement (FY 2007-2009) with LA County was for a total amount not to exceed $120,000. However, in light of rising operational expenses for

animal food, gas, salaries and animal disposal costs, LA County has raised billing rates by as much as 62%. To date, the Police Department has also seen a 32% increase in the number of animals being housed at the shelter for the current fiscal year. Subsequently, the Department expects the cost of the new five-year Agreement to be as much as $90,000 per year for a total amount of $450,000.

Additionally, the previous Agreement lapsed on July 1, 2009 and the new Agreement would therefore be retroactive to July 1, 2009 so that bills incurred during the months of July and August 2009, totaling $15,030.44, can be paid. Staff is seeking approval of this Agreement to continue LA County Animal Control services as needed.

Respectfully submitted,

JOHN J. NEU
CHIEF OF POLICE

By Lieutenant Jon R. Megeff
Traffic & Special Events Division Commander

CONCUR:

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: Animal Control Service Agreement
Attachment B: FY 2009-2010 Service Level Request

ATTACHMENT A

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

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ATTACHMENT A

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF TORRANCE

THIS AGREEMENT is made by and 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 animal care and control functions described herein by the County.

b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

c. Such contracts are authorized and provided for by the provisions of Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51300 et seq. of the Government Code of the State of California.

1.0 CONTRACT AUTHORIZATION

1.1 The County agrees, through the County Department of Animal Care and Control, to provide general animal care and control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California and under the municipal codes of the City.

2.0 ADMINISTRATION OF PERSONNEL

2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.

2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.

2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.4 All City employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by the City and County.

2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of the City while performing such service for the City, as long as the service is within the scope of this Agreement and in a municipal function.

2.6 The contracting City shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the City.

2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.

3.2 The City agrees to complete a Service Level Request form annually (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by the City and the County Department of Animal Care and Control or his/her designee and shall be attached to this contract as an amendment.

3.3 The City may request a change in level of service and complete an additional Service Level Request form and submit such form to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by the City and the County Department Animal Care and Control or his/her designee and attached to this contract as an amendment to the level of service and the contract sum.

3.4 The City is not limited to the foregoing services indicated, but may also request any other services in the field of public safety, animal welfare, or related fields within the legal power of the Director of Animal Care and Control to provide.

4.0 PERFORMANCE OF CONTRACT

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

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 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, and/or a revised Joint Indemnity Agreement approved by the Board of Supervisors on August 9, 1993. 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.

5.2 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 Joint Indemnity Agreement previously in effect between the parties hereto.

ATTACHMENT A

6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective _____, 2009, and shall remain in effect until June 30, 2014.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, this Agreement may be renewable for successive periods not to exceed five years each.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of the City's notice to the County.

7.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 CONTRACT SUM

8.1 The City shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.

8.2 The rates indicated in the Service Level Request form shall be readjusted by the County annually effective the first day of July each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors.

8.3 The City shall be billed based on the service level provided within the parameters of the Service Level Request form.

8.4 The cost of other services requested pursuant to this Agreement and not set forth in the Service Level Request form shall be determined by the County's Department of Animal Care and Control and in accordance with the policies and procedures established by the County Board of Supervisors.

9.0 PAYMENT PROCEDURES

9.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said City within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said City shall pay County for all undisputed amounts within 30 days after date of said invoice.

9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.

9.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including 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.

10.0 ENTIRE AGREEMENT

10.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of Animal Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

ATTACHMENT A

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE
AND CONTROL AND CITY OF TORRANCE

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Chair and the City has caused this Agreement to be subscribed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By_____
MARCIA MAYEDA
Director, Animal Care and Control

CITY OF TORRANCE

By_____
City of Torrance, City Manager

ATTEST:

By_____ _____
City Clerk Date

By_____ _____
City Attorney Date

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By_____
Principal Deputy County Counsel

ATTACHMENT B

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF TORRANCE

FY 2009-10 SERVICE LEVEL REQUEST

Part One: Billing Rates for the period July 1, 2009 through June 30, 2010

Kennel Services - dog and cat per day	$17.00
Kennel Services - other animals per day	11.78
Kennel Services - observation per day	20.40
Field Services per hour	75.51
Dog license processing per license	1.92
Dead animal disposal per animal	10.38
Impound health inspection cost per animal	3.65
Animal license field enforcement canvassing program per hour	56.43

ATTACHMENT B

Part Two: Annual Service Level

Field Services

☐ Standard Service Plan - Includes answering calls for service (24 hours per day, daily); dispatching or assigning field staff; and performance of duties in the field based on priority, location, and availability of staff. The following classification(s) of calls should not be assigned to field or shelter staff and will not be the responsibility of the Department:

(Example: Barking Dog Complaints) _____

_____

_____

☒ Limited Standard Service Plan:

- o Daily between the hours of ____ (a.m./p.m.) and ____ (a.m./p.m.)
- o Weekend days and holidays
- ☒ Emergencies
- ☒ AT THE REQUEST OF THE WATCH COMMANDER 310-618-5737

☐ Field Service Packages - Field staff shall be dedicated to servicing calls, patrolling, transporting animals, or other specified activity for the requested amount of time. Service time will be reported monthly. Compliance shall be achieved through actual total hours within 98 percent and 102 percent of target total hours. **Please confirm availability of this level of service prior to submitting this Service Level Request.**

o 40 Hour	2,080 hours annually
o 56 Hour	2,912 hours annually
o 70 Hour	3,640 hours annually
o _____	_____

Shelter Services

☐ **Full Service** - All animals acquired in the field, within the boundaries of the city or determined to have originated within the boundaries of the city, may be impounded at a County shelter. Impounded animals will be vaccinated and provided medical care, food, and shelter. The animal's picture will generally be posted on the Department's Website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated shelter to find their lost or missing pet. The hours of operation of each shelter are scheduled at the discretion of the Department. **See Part One for the associated Shelter Services fee schedule. Primary Shelter:**_____

☐ **Sheltering for Transfer** - Full Service, as described above, except a designated city staff member with a vehicle deemed humane for transportation of animals will acquire the animals from the shelter, appropriately update the Department's animal care database, and transport the animals to the shelter of the city's

choice. The city will be responsible for the subsequent costs of care and housing. **See Part One for the associated Shelter Services fee schedule for any costs incurred prior to transfer.**

☐ No Sheltering Services

Outreach and Enforcement Services

Licensing

☐ Standard Licensing Services - License renewal notices are mailed or transmitted to the animal owner of record, the renewal and payment is received and processed annually on a fee per license basis. Licenses will be required before an animal will be released to a resident of a City participating in the Standard Licensing Services program. Fees from licenses collected will be credited to the city monthly in arrears. **Your jurisdiction must adopt either the County's Title 10 animal license fees or separate license fees unique to your city and provide the approved fee schedule and a copy of the adopted resolution to the Department.**

☐ No Animal Licensing Services

Canvassing (Animal License Field Enforcement)

☐ License Canvassing Services - Provides for dedicated staff to perform license enforcement activities (issuing new licenses, license renewals, collecting delinquency charges and other fees) in the field. To participate in Canvassing Services your jurisdiction **must adopt either the County's Title 10 delinquency charge and applicable enforcement fees or separate delinquency charges and enforcement fees unique to your jurisdiction and provide the approved delinquency charge/fee schedule and a copy of the adopted resolution to the Department.**

- Annual Citywide - Authorization for unlimited canvassing for expired licenses or failure to have required licenses.
- Annual Targeted - Department staff shall canvass targeted areas of the city based on criteria agreed upon by the City and Department.
- Canvassing Service Packages - Department staff shall canvass targeted areas of the city based on criteria agreed upon by the City with defined service levels. **Please confirm availability of this level of service prior to submitting this Service Level Request.** The initial defined service level request is ____ hours.

Note: Canvassing charges apply to Vaccination Clinics conducted within your jurisdiction.

☐ No Canvassing Services

ATTACHMENT B

Business Licensing

☐ Business Licensing
- o Licensing and Inspection/Grading Services
- o Inspection Services ONLY

☐ No Business Licensing

Clinics

☐ Vaccination Clinic(s) will be requested to be conducted within your jurisdiction

☐ No Vaccination Clinics

Other Services

☒ Humane Investigations and Prosecution - As needed

☒ Emergency Services - As needed

Part Three: Contact Information

☐ Primary Contact
- o Name: _____
- o Address: _____
  _____
- o Phone: (____)_____
- o Alt. Phone: (____)_____
- o E-mail: _____

☐ Alternate Contact
- o Name: _____
- o Address: _____
  _____
- o Phone: (____)_____
- o Alt. Phone: (____)_____
- o E-mail: _____

ATTACHMENT B

Part Four: License Information (required if the Department manages City licensing)

☐ City has adopted the license fees outlined in Title 10 of the Los Angeles County Code

☐ City has adopted the following license fees:

Altered Dog	$_____	Altered Cat	$_____
Unaltered Dog	$_____	Unaltered Cat	$_____
Senior* Dog	$_____	Senior* Cat	$_____
_____	$_____	_____	$_____

*Senior age is defined as _____ years.

Current license fees adopted by the City on _____, 20____.

Please attach a copy of the enacting license ordinance.