



LOS ANGELES COUNTY  
**ANIMAL CARE**  
 & CONTROL | **redefining**  
**CARE**



Marcia Mayeda, Director

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

77 April 30, 2019

CELIA ZAVALA  
 EXECUTIVE OFFICER

April 30, 2019

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, California 90012

Dear Supervisors:

**CONTRACT CITY AGREEMENT  
 (ALL SUPERVISORIAL DISTRICTS)  
 (3 VOTES)**

**SUBJECT**

The Department of Animal Care and Control is seeking approval of the standard City-County Municipal Services Agreement effective July 1, 2019 through June 30, 2024, delegated authority to execute this agreement with its 44 contract cities, and authority to execute agreements and make requested periodic changes in service levels.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the standard City-County Municipal Services Agreement;
2. Delegate authority to the Director to execute the Services Agreement with the client contract cities for a maximum potential contract term of five (5) years, not to surpass June 30, 2024;
3. Delegate authority to the Director to execute Services Agreements with new client contract cities for a maximum potential contract term of five (5) years, not to surpass June 30, 2024; and,
4. Delegate authority to the Director to periodically amend the Service Level Request of the Services Agreement during the contract term, to adjust or confirm desired service levels with client contract cities, and to amend the Services Agreement, including its component documents.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In 2014, the Board approved a standard services agreement for all existing and future client contract

cities for a term of five years. The sample City-County Municipal Services Agreement (Enclosure A) is substantially similar to prior agreements, with revisions summarized and outlined in Enclosure C. The Explanation of Services Available (Attachment A) of the Services Agreement further clarifies the available services offered. The Service Level Request (Attachment B) of the Services Agreement is for the cities' selection of individual services.

The purpose of the City-County Municipal Services Agreement (Services Agreement) is to provide the 44 contract cities listed on Enclosure B with animal control services within each city from July 1, 2019 through June 30, 2024. The current Services Agreement will expire on June 30, 2019.

In addition, contract cities will be provided a Service Level Request form annually for completion, should they wish to revise their service levels or update their contact information. Client contract cities may also submit a revised Service Level Request form in the event of a change in the cities' needs. The Service Level Request will assist client contract cities in determining and controlling the fiscal impact of future services and provide a process to request specified field resources and additional services to effectively meet the particular needs of their community. The Department will benefit from this advance planning process through an improved ability to deploy reliable staffing resources.

### **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, by maximizing the effectiveness of the process, structure, and operations to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

Client contract cities reimburse the Department monthly for services rendered. The 44 contract cities will pay the Department for the services at prevailing billing rates which are calculated by the County's Auditor-Controller annually. The contract cities' rates are calculated pursuant to the requirements of California Government Code Section 51350 and the policies and procedures adopted by the Board.

This agreement does not address billing methodology. No methodology changes will be made prior to the completion of the fiscal and operational review as requested by the Board on February 5, 2019. If a new billing methodology is approved, the Department will notify each client contract city and provide a revised City-County Municipal Services Billing Rates (Attachment C) of the Services Agreement to the client contract cities.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The sample Services Agreement (Enclosure A) has been approved as to form by County Counsel. Each Services Agreement will contain standard language related to contract authorization, administration, deployment of personnel, term, performance, indemnification, termination, and payment for services. The term of each agreement will not exceed five (5) years.

The Service Level Request form (Attachment B of the Services Agreement) outlines the city's selected service level. The Director of the Department will execute agreements with all client contract cities and implement an annual process to confirm or modify desired service levels. As noted above, rates are calculated by the County's Auditor-Controller in accordance with Government

Code Section 51350, and the policies and procedures adopted by the Board.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

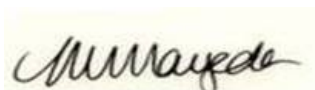
Client contract cities are generally billed on an hourly basis for field, license enforcement, and other specialized services. Care center services are billed based on the animals impounded from within the city's jurisdiction. Contract cities may select from a number of field service levels and may opt to receive services on either a full time or "as-needed/delivered" basis. The service level determination process provides client contract cities with appropriate flexibility in determining their preferred service levels.

The Department will only agree to provide field service levels for a particular city that can be supported by available resources. The level of services provided to the County's unincorporated communities will not be adversely affected as a result of any long-term service level enhancements provided to cities. Response data will continue to be used to monitor the impact in service level changes.

**CONCLUSION**

Upon approval, the Executive Officer is requested to return one adopted copy of this letter to the Department.

Respectfully submitted,



MARCIA MAYEDA

Director

MM:AMJ:WD:mr

Enclosures

c: Auditor-Controller  
Chief Executive Office  
County Counsel  
Executive Office

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT  
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AND CONTROL AND CITY OF **SAMPLE**

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## CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

### COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF **SAMPLE**

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT (“Agreement”) between the COUNTY OF LOS ANGELES (“the County”) and the CITY OF **SAMPLE** (“the City”), together known as “the Parties,” is made and entered into July 1, 2019, or when signed by all Parties, whichever is later.

#### RECITALS

- a. The City desires to contract with the County to perform the animal care and control functions described in this Agreement; and
- b. The County is agreeable to providing such services on the terms and conditions set forth in this Agreement; and
- c. Such agreements 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.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for good and valuable consideration, the Parties mutually agree as follows:

#### 1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the County Department of Animal Care and Control (“the Department”), to provide general animal care and control services within the corporate limits of the City to the extent and in the manner stated in the Agreement and its Attachments.
- 1.2 Except as otherwise specifically stated in the Agreement, the services will only encompass duties and functions of the type coming within the jurisdiction of and customarily provided by the County under the Charter of the County, the Los Angeles County Code, and the statutes of the State of California. The County will provide services in accordance with the provisions of Title 10, “Animals,” of the Los Angeles County Code, and all amendments enacted to Title 10, except as otherwise agreed by the Parties in the most recently executed Service Level Request.

## 2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The County will control all aspects of the services provided by the County including, but not limited to, standards of performance, discipline of officers and staff, and all employment-related matters.
- 2.2 In the event of a dispute between the Parties regarding the duties and services to be provided, or the minimum level or manner of performance of such services, the City will be consulted and agreement between the Parties attempted. If agreement cannot be reached, the County will make the final and conclusive determination of the dispute.
- 2.3 All City employees who work with the Department under the Agreement will remain employees of the City and will not have any claim or right to employment, civil service protection, salary, benefits, or claims of any kind from the County. No City employee will become an employee of the County unless by specific additional agreement in the form of a merger contract, which must be concurrently adopted by the City and the County. Except as otherwise specifically set forth in the Agreement or in the attached Service Level Request, to the extent the County provides the City with animal licensing services, neither the City employees nor their agents will perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees. Field enforcement fees will only be collected by the Department for services performed by employees of the Department.
- 2.4 For the purposes of performing services under the Agreement, and only for the purpose of giving authority for Department staff to provide these services, every County officer and/or employee engaged in performing any service will be deemed to be a contracted officer or employee of the City while performing service for the City, provided the service is within the scope of the Agreement and is a municipal function.
- 2.5 The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under the Agreement. Except as described under Section 5.0, the City will 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 while providing services under the Agreement.
- 2.6 The County agrees that it is subject to the County Civil Services Rules prohibiting discrimination based on non-merit factors.

### 3.0 DEPLOYMENT OF PERSONNEL

- 3.1 The Department in cooperation with the City will determine how to provide the services required by the Agreement.
- 3.2 The City agrees to complete an Attachment B, Service Level Request form, specifying the level of service to be provided, which will be signed and authorized by the City and the Department representative and attached to the Agreement. The Department will issue annual notifications of any change to the billing rate as stated in Paragraph 8.2. Unless the City changes other provisions within the most recent executed Service Level Request, it is not necessary to execute a revised Service Level request to reflect a billing rate change.
- 3.3 The City may at any time request a change in level of service by completing a revised Attachment B, Service Level Request form, and submitting the form to the Department. The revised level of service to be provided and current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to the Agreement as an amendment. Changes requested at times other than the beginning of the fiscal year will be implemented as soon as practical, as determined by the Department. The Department reserves the right to approve or disapprove requests on the Service Level Request in accordance with Section 3.1 of this Agreement.
- 3.4 The City is not limited to the 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 the Department to provide. The County reserves the right to determine, in its sole discretion, whether the Department can provide requested services.

### 4.0 PERFORMANCE OF CONTRACT

- 4.1 For performing services under the Agreement, the County will provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.
- 4.2 Nothing in the Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in performance of the services.
- 4.3 Any use of special supplies, stationery, notices, forms, in other than standard Department format, must be approved by the Director of the Department and supplied by the City at its own cost and expense.

- 4.4 If requested, the Department will use its best efforts to attend one in-person meeting with the City, up to three hours duration, per quarter at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of the Department's contract management staff's time at meetings requested by the City. Due to a lack of availability of meeting space in County facilities, the City will provide a mutually agreed upon meeting space and location for all in-person meetings or meet at the Department's headquarters in Long Beach, California.
- 4.5 If requested, the Department will use its best efforts to send representatives to the City's Council meetings for proposed ordinance changes, contract revisions, or any related animal issues where input from the Department is needed.
- 4.6 If requested, the Department will use best efforts to coordinate a conference call meeting once per month at no charge to the City. Additional meetings may be scheduled under unusual or urgent circumstances as agreed upon by the Department. The City will pay the hourly rate listed in Attachment C, City-County Municipal Services Billing Rates, for any additional hours of County representatives' time at meetings requested by the City.
- 4.7 The Department will make available upon request, at no charge to the City, the reports listed on the Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included on Attachment A, Description of Services, or those requested at more frequent intervals, the Department will account for the hours of staff time required to produce the reports. The County will provide, at no charge to the City, up to 12 hours of staff time annually for any additional requested reports. The City will be responsible for any excess hours at the current billing rate for staff time as listed in Attachment C, City-County Municipal Services Billing Rates.

## 5.0 INDEMNIFICATION

- 5.1 The Parties 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 the Agreement as if set out in full in the Agreement.



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 will supersede the Joint Indemnity Agreement previously in effect between the Parties.

## 6.0 TERM OF CONTRACT

6.1 Unless sooner terminated as provided for in the Agreement, the Agreement will be effective July 1, 2019, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2024, unless sooner terminated or extended.

6.2 At the option of the Board of Supervisors and with the consent of the City Council, the Agreement may be renewable for successive periods not to exceed five (5) years each.

## 7.0 RIGHT OF TERMINATION

7.1 Either Party may terminate the Agreement as of the first day of July of any year upon notice in writing to the other Party of at least sixty (60) days before the termination date.

7.2 Despite any provision to the contrary in the Agreement, the City may terminate the Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed under the Agreement. In such an event the Agreement will terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 The Agreement may be terminated at any time, with or without cause, by either Party upon written notice given to the other Party at least one hundred eighty (180) days before the date specified for that termination.

7.4 In the event of an unresolved dispute, either Party may terminate the Agreement by giving not less than sixty (60) days' notice in writing to the other Party. A dispute is unresolved when both Parties agree that there is no resolution and no intent by either Party to continue to seek a resolution.

7.5 In the event of a termination, each Party will fully discharge all obligations owed to the other Party that accrued before the date of the termination, and each Party will be released from all obligations which would otherwise accrue after the date of termination.

## 8.0 CONTRACT SUM

8.1 The City will pay for the services provided under the terms of the Agreement at the current fiscal year rate established by the County

Auditor-Controller and set forth in the current Attachment C, City-County Municipal Services Billing Rates.

- 8.2 The rates indicated in the City-County Municipal Services Billing Rates form will be readjusted by the County annually, effective the first day of July each year, to reflect the cost of services in accordance with the policies and procedures for the determination of rates established by the County.
- 8.3 The City will be billed based on the current service level described in the latest Attachment C, City-County Municipal Services Billing Rates form, submitted by the City and approved by the County.
- 8.4 The cost of additional services requested under the Agreement and not set forth in the Service Level Request form will be determined by the Department in accordance with the policies and procedures established by the County.

## 9.0 PAYMENT PROCEDURES

- 9.1 The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-five (25) days after the close of each calendar month. The City will pay the County for all undisputed amounts within thirty (30) days after the date of the invoice.
- 9.2 If payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest on the unpaid amount. For all disputed amounts, the City will provide the County with written notice of the dispute including the invoice date, amount, and reason(s) for the dispute within twenty-one (21) days after receipt of the invoice. The Parties will confirm the resolution of the dispute in writing. For any disputed amounts, interest will accrue if payment is not received within sixty (60) days after the date of the written resolution.
- 9.3 Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, from the last day of the month for which the services were performed, or in the case of disputed amounts, from the date of the written resolution.
- 9.4 Despite the provisions of Government Code Section 907, if payment is not delivered to the County office described on the invoice within sixty (60) days after the date of the invoice, or in the case of disputed amounts, from the date of the written resolution, the County may satisfy such indebtedness, including interest on unpaid amounts, from any funds of the City on deposit with the County, without giving further notice to the City of the County's intention to do so.

## 10.0 NOTICES

10.1 Each Party must designate a Primary Contact, identified in Attachment B, Service Level Request, to facilitate the services which are the subject of the Agreement. Except for necessary communications required for day-to-day facilitation of the services under the Agreement, which may be delivered by telephone, email, or in person, all notices or demands required, permitted, or desired to be given by one Party to the other must be in writing and mailed to the other Party's Primary Contact at the address identified in Attachment B, Service Level Request. Addresses and persons to be notified may be changed by either Party by giving written notice to the other Party.

10.2 Notices to the County of Los Angeles must be addressed as follows:

County of Los Angeles Department of Animal Care and Control  
Contract Management Division  
Attn: Contract City Liaison  
5898 Cherry Avenue  
Long Beach, CA 90805  
Phone: (562) 256-2412

10.3 Notices to the City must be addressed to the contact person listed on the most recent Service Level Request on file and/or the current City Official or City Manager.

## 11.0 AMENDMENTS

11.1 All changes, modifications, or amendments to the Agreement must be in writing and duly executed by the Director of the Department, or his/her designee, and an authorized representative of the City.

## 12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing the Agreement for the City is an authorized agent who has actual authority to bind the City to each term, condition, and obligation of the Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing the Agreement for the County is an authorized agent who has actual authority to bind the County to each term, condition, and obligation of the Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

## 13.0 ENTIRE AGREEMENT

13.1 The Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, City-County Municipal Services Billing Rates, along with the applicable Assumption of Liability or Joint Indemnity Agreement referenced under Section 5.0, constitute the complete and exclusive statements of the Parties which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to the Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute amendments.

#### 14.0 CONSTRUCTION OF AGREEMENT

14.1 Each Party has participated in the drafting and preparation of the Agreement, and each Party agrees that the Agreement will not be construed against any Party on the grounds that the Party drafted the Agreement.

#### 15.0 IMPLEMENTATION OF AGREEMENT

15.1 Each Party agrees to execute the documentation required and to take such other actions as may be reasonably necessary to accomplish the purposes of the Agreement.

#### 16.0 COUNTERPARTS

16.1 The Agreement may be executed in counterparts (including via facsimile), which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to the County and retained as part of the original Agreement.

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

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused the Agreement to be executed by the Director of the Department of Animal Care and Control and the City has caused the Agreement to be executed on its behalf by its authorized representative.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
MARCIA MAYEDA  
Director, Animal Care and Control

CITY OF **SAMPLE**

By \_\_\_\_\_  
City of **Sample**, City Manager

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Clerk

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**County of Los Angeles  
Department of Animal Care and Control  
Contract Cities**

- |                     |                          |
|---------------------|--------------------------|
| 1 Agoura Hills      | 23 La Habra Heights      |
| 2 Alhambra          | 24 La Mirada             |
| 3 Artesia           | 25 La Puente             |
| 4 Azusa             | 26 Lancaster             |
| 5 Baldwin Park      | 27 Lawndale              |
| 6 Bell              | 28 Lomita                |
| 7 Calabasas         | 29 Malibu                |
| 8 Carson            | 30 Maywood               |
| 9 Commerce          | 31 Monterey Park         |
| 10 Compton          | 32 Palmdale              |
| 11 Cudahy           | 33 Palos Verdes Estates  |
| 12 Culver City      | 34 Rancho Palos Verdes   |
| 13 Duarte           | 35 Redondo Beach         |
| 14 El Monte         | 36 Rolling Hills         |
| 15 Gardena          | 37 Rolling Hills Estates |
| 16 Hawaiian Gardens | 38 San Fernando          |
| 17 Hawthorne        | 39 Santa Clarita         |
| 18 Hidden Hills     | 40 Torrance              |
| 19 Huntington Park  | 41 Walnut                |
| 20 Industry         | 42 West Hollywood        |
| 21 Inglewood        | 43 Westlake Village      |
| 22 Irwindale        | 44 Whittier              |

**Services Agreement Revisions for Term July 1, 2019 – June 30, 2024**

In preparation for the new five-year term, and in keeping with the County of Los Angeles Board of Supervisors' (Board) directive to make contract language easier to read and understand, we have revised the language of our documents and updated the content to more accurately reflect our operations. We had planned to provide you with a 'track changes' or 'strike-out/underline' version of the documents so that you could see everything that changed, but it became apparent that that version would be largely illegible and very difficult to follow. As an alternative, we have compiled this list of most of the substantive changes, in hopes that you will be more readily informed of those issues that are important to you.

- Plain language has replaced formal 'legalese' wherever that was practical.
- Information was rearranged between the Agreement and its component Attachments to make it better organized and easier to understand.
- Descriptions of services, including billing, were revised to be more clear and thorough.
- Sections have been added to address Notices, Amendments, Authorization Warranty, Construction of Agreement, Implementation of Agreement, and Counterparts, and to provide consistency with the City-County Municipal Services Agreements for other County departments.
- Forms other than those that are standard to the Department will need Department approval.
- The availability of staff for meetings, both in person and by phone, are now outlined. One in-person meeting per quarter and one phone meeting per month are offered at no charge.
- A list of available standard data reports was outlined, including the level of both standard and additional/special reports that will be provided at no charge.
- The Description of Services (Attachment A), that was previously not included, has been updated, referenced in the body of the Agreement, and attached so as to be in compliance with the Entire Agreement—or 'four corners'—clause of the Agreement (13.0).
- The Service Level Request form (formerly Attachment A, now Attachment B) was streamlined, making it easier to understand and easier to complete.
- The requirement to complete a new Service Level Request form each year has been relaxed. It need only be completed when changes are desired.
- The available exceptions to Title 10 of County Code have been clearly identified.
- Approval of municipal code sections requested to be enforced will be clearly identified in the Service Level Request.
- A billing rate notification—Attachment C, City-County Municipal Services Billing Rates—has been created, outlining the fees for each service. This document will be updated annually according to the terms of the Agreement.



**COUNTY OF LOS ANGELES  
DEPARTMENT OF ANIMAL CARE AND CONTROL  
DESCRIPTION OF SERVICES**

**I. Animal Care Services**

The Department maintains several animal care centers that accept stray and relinquished animals. The Department also receives and maintains animals that are victims of abuse or neglect, under a quarantine order, or that pose a risk to the public. Stray or lost animals are held for an initial period to give an owner the opportunity to reclaim them. Owner-relinquished animals are held for an initial period prior to euthanasia pursuant to State law. The hold period may vary and may be extended in an attempt to reunite the animal with an identified owner or for other reasons.

The Department is dedicated to providing appropriate and safe housing to all animals in the Department's animal care centers. The Department is required by law to provide a safe environment with proper food, water, shelter, opportunity for exercise, and medical care for the animals it houses. Medical care may be provided by Department staff or, at the Department's sole discretion, outsourced to a contracted veterinarian.

As requested by the City in Attachment B, Service Level Request, the Department will provide the City with Full Care Center Services; Animal Care for Transfer only; or No Care Center Services.

**A. Full Care Center Services**

All animals collected in the field within the boundaries of the City or determined to have originated within the boundaries of the City may be housed at a County animal care center. Impounded animals will be vaccinated and provided medical care, food, and shelter. The Department may post an animal's picture on the Department's website to assist residents in reclaiming a lost or missing pet. Residents may also visit the associated animal care center to find their lost or missing pet. The hours of operation of each animal care center may be found on the Department's website.

The Department will make reasonable attempts to house animals from the City at the animal care center closest to the City. The nearest animal care center to the City will be designated as the primary animal care center. There may be circumstances in which the Department will house animals collected from the City at an alternate location.

Full Animal Care Center services include:

- Providing food, water, shelter, enrichment, and medical care for animals in the Department's care;
- Holding stray animals and attempting to reunite them with their owners;
- Accepting unwanted animals surrendered by their owners;
- Making best efforts to find new adoptive homes for domestic animals and livestock;
- Quarantine and observation of animals for rabies and other diseases at the direction of the Department of Public Health;
- Working with wildlife rehabilitators to rescue sick and injured wildlife;
- Providing emergency care and housing to pets and livestock displaced by wildfires or other disasters;
- Holding animals that are the subject of criminal investigations or other legal or administrative proceedings;
- Spay and neuter services for dogs and cats pursuant to State law;
- Medical treatment and surgeries to make animals more adoptable;
- Euthanizing sick, injured, dangerous, unweaned, feral, or un-adopted animals;
- Public services, including prevention of animal abuse, neglect, or abandonment through outreach and education, and intervention through finding alternatives to relinquishment and assisting at-risk populations;
- Filing annual reports to the State of California as required by law;
- Disposal of dead animals;
- Maintaining a website with pictures of stray and surrendered animals to facilitate reuniting the animals with their owners or finding new adoptive homes;
- Connecting pet owners to services to increase owner retention of pets; and
- Maintaining regular hours of operation for the public.

## **B. Animal Care for Transfer**

If the City has opted for animal care for transfer services in Attachment B, the Department will provide temporary housing until the City has transported the animal(s) to another animal care facility. Services will be the same as described for Full Shelter Service above. The Department will only release animals to be transported to an animal care facility approved in advance by the Department and documented in Attachment B. The Department will only release an animal to persons capable of transferring an animal safely in a vehicle appropriate for the humane transfer of the animal. The City will be responsible for all costs of the temporary care and housing at the Department's animal care center, as well as the subsequent costs of transportation, care, and housing at the animal care location of the City's

choice. The Department may refuse to release an animal for transport if, in the reasonable assessment of the Department, the vehicle in which the City desires the animal(s) to be transported poses an unacceptable risk of harm to the animal(s) or others, or if the animal is ill or injured to the extent that transportation would cause further injury or suffering.

The Department will not provide transportation from the field or from a County animal care center to any alternate animal care location, except as necessary for the needs of the County. If necessary, the Department may transport an animal(s) to an alternative animal care location of the City's choice and the City will be responsible for the cost of such transport at the current billing rate for field service staff.

The City will be responsible for all costs for the impound, care, and housing at the Department's animal care center, as well as the subsequent costs of care and housing at any animal care facility of the City's choice. The City's designated shelter location is listed in Attachment B, Service Level Request.

## **II. Field Services**

The County will provide the services set forth below in accordance with the provisions of the Los Angeles County Code, Title 10, "Animals," and all future amendments, except as otherwise agreed to by the Parties in Attachment B, Service Level Request.

A request by the City for the Department to enforce Los Angeles County Code, Title 10, Chapter 37, will authorize the Department to provide an administrative hearing process to accomplish the enforcement when applicable.

In order to harmonize the terms of this Agreement with the provisions of the City's municipal code, the City must adopt Title 10 "Animals" of Los Angeles County Code ("Title 10"). The City may adopt or opt out of provisions of Title 10 only as agreed to by the Department. The City is encouraged, but not required to, adopt Title 10 in such a way as to incorporate all future amendments.

The Department will inform the City of any proposed changes to Title 10 with as much advance notice as practical, with the intention to provide the City with an opportunity to submit input to the Department and the County related to the proposed changes. The Department shall notify the City of the passage of any change to Title 10 by the County Board of Supervisors as soon as practical. The Department will inform the City whether the City may adopt or opt out of the changes to Title 10.

## **Description of Field Services**

The Department will provide sufficient resources and services for animal control field services. Services consist of Department personnel performing a variety of tasks utilizing appropriate equipment. These tasks include:

- Promptly responding to reports of vicious and dangerous animals that pose a threat to public safety;
- Capturing and impounding stray domestic animals;
- Capturing and impounding or returning domestic animals at large;
- Accepting and caring for animals surrendered by their owners;
- Removal of dead land animals (limited to a maximum of 150 pounds) from public and private property as set forth in Section 10.12.130 of the County Code;
- Educating the public and enforcing State laws and local ordinances, including leash laws, animal cruelty laws, and the laws relating to keeping of wild or exotic animals;
- Investigating cases for possible criminal prosecution, including misdemeanor and felony crimes; issuing citations; collecting evidence; preparing reports; testifying in court and other hearings;
- Investigating appropriate cases for potential administrative actions pertaining to animals; preparing appropriate documentation to pursue administrative declarations; conducting administrative hearings, consistent with state and County laws; and defending declarations that are challenged in court;
- Rescuing ill, injured, or abused animals;
- Enforcing animal nuisance complaints such as excessive animal noise and other violations; issue administrative or criminal citations as appropriate;
- Assisting local law enforcement with their investigations when animals are involved, such as the service of search warrants and impounding animals belonging to persons taken into custody;
- Responding to emergencies such as fires, earthquakes, floods, and other natural or manmade disasters to rescue and temporarily house animals, or to provide care for animals in evacuation zones;
- Maintain a 24 hour dispatch and communications center to receive calls for service and dispatch staff for field response as appropriate; and
- Maintaining records as necessary.

### **A. Standard Service Plan**

The standard service plan includes answering calls for service 24 hours per day, seven days per week, dispatching or assigning field staff, and performing duties in the field based on priority, location, and availability of staff. Services provided under the Standard Service Plan are similar to those services the Department provides to unincorporated communities in Los Angeles County.

## **B. Limited Service Plan**

The limited service plan includes standard services on a part-time basis during days and hours specified in the Service Level Request. Billing rates are described in Attachment C, City-County Municipal Services Billing Rates.

## **III. Individual Animal Licensing Services**

Adult dogs four months and older are required by State law to have individual licenses. The City may request that the Department enforce licensing requirements in the City for dogs, cats, or other animals as described in Attachment B. The City may adopt the County's fees for animal licenses or set its own fees as permitted in Attachment B.

License renewal notices are mailed or transmitted by the Department to the animal owner of record. The renewal and payment is received and processed annually on a fee-per-license basis. A current license will be required before an animal will be released to a resident of the City. Fees from licenses collected will be credited to the City monthly in arrears.

The Department's animal licensing services include:

- Issuing animal licenses for pets as requested by the City;
- Processing license applications, payments, and information changes;
- Issuing license renewal notices;
- Assessing and collecting fees, penalties, and other financial remittances; and
- Maintaining a database for animal licensing, records of calls for service, and actions taken.

## **IV. Additional Outreach and Enforcement Services Options**

The City may request the Department to provide additional services as outlined below.

### **A. Animal License Enforcement Services**

License Enforcement Services provides staff to perform individual animal license enforcement in designated areas within the City. This program includes:

- Issuing new licenses and renewing expired licenses;
- Issuing citations to violators of animal licensing ordinances;
- Collecting license revenue, delinquency charges, and authorized fees; and
- Recording licensing data in the Department's database.

## **B. Animal Facility Licensing**

The Department's Animal Facility Licensing program provides staff to perform animal facility inspection and licensing to animal-related businesses or organizations that require a license under Title 10 of the County Code. Animal-related facilities are inspected annually to ensure the well-being of the animals as well as the health and safety of the public. Licensees are provided a letter grade based on the results of the inspection.

The Department retains facility license fees to offset the cost of annual inspections and related administrative costs. Staff time for licensing and inspections are not billed to the City. Investigations in response to complaints about activities at a licensed location are conducted by field officers based in the Department's animal care centers, and are billed in accordance with Attachment C, City-County Municipal Services Billing Rates.

This program includes:

- Annual inspection of any premise used by an animal related business or non-profit organization, including grooming shops, pet shops, boarding facilities or breeding facilities, animal menageries, and all other places where animals are maintained for profit or business activities;
- Issuing grades to animal facilities consistent with the requirements of Section 10.28.270 of the County Code;
- Follow-up inspections of animal facilities as necessary;
- Collection of license fees to offset the cost of services; and
- Documentation and maintenance of records as necessary.

## **C. Vaccination and Microchip Clinics**

California Health and Safety Code Section 121690(f) states that every city and county, "shall provide dog vaccination clinics, or arrange for dog vaccination at clinics". The Department holds periodic low cost rabies vaccination and microchip clinics at its animal care centers. If the City chooses additional rabies vaccination and microchip clinics, the following services are offered:

- Providing or assisting in arranging for low cost vaccinations and microchips;
- Staffing low cost vaccination and microchip clinics with medical personnel and necessary support staff, subject to availability;
- Licensing animals vaccinated at the clinic; and
- Assisting jurisdictions in promoting these community based clinics.

#### **D. Spay/Neuter Trust Fund**

The City may elect to contribute \$5.00 per altered and unaltered dog license to the Spay/Neuter Trust Fund. Participation in the Spay/Neuter Trust Fund allows the Department to offer a low-cost or free spay/neuter program for the City's residents who wish to have their pets spayed or neutered. The Department staff will work with animal care center veterinary clinics and mobile veterinary clinics to assist qualified residents in obtaining spay/neuter services in an area near them.

#### **V. Records**

Upon reasonable notice, the Department shall make available to authorized representatives of the City of «City», for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to the Public Records Act (Government Code sections 6250 et. seq.).

Upon request, the following standard reports are available from the Department on a monthly basis:

1. Dogs and/or Cats Impounded
2. Animals Returned to Owners
3. Dogs and/or Cats Abandoned
4. Special Intake Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Intake Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Impound

In accordance with Section 4.7 of the Services Agreement, the Department will provide up to 12 hours of staff time annually for producing special reports to the City at no cost. Additional staff time will be charged to the City at the current reimbursement rate for applicable staff time.

**CITY-COUNTY MUNICIPAL SERVICES AGREEMENT**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF ANIMAL CARE AND CONTROL**

**AND**

**THE CITY OF**

**SAMPLE**

**FISCAL YEAR 2019-20 SERVICE LEVEL REQUEST**

**I. Animal Care Center Services**

The level of animal care center service that the City requests and the County agrees to, is (select one of the three options below):

- Full Service**

Primary animal care center: **(ACC NAME HERE)** Animal Care Center

- Animal Care Center Services for Transfer**

City's Animal Care Facility contact information:

Agency Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

- No Animal Care Center Services**

**II. Field Services**

The level of field service that the City requests and the County agrees to, is (select one of the three options below):

- Standard Service Plan**



- Limited Service Plan (check all applicable boxes below)

<b>Full County Field Services</b>	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
<b>Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)</b>	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
<b>Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)</b>	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
<b>Humane Investigations only – as needed</b>	

City's Animal Control (Field Services) contact information:

Department Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

- No Field Services

### III. Individual Animal Licensing

- The City agrees to have the County provide individual animal licensing and has adopted the license fees outlined in Los Angeles County Code.
- The City agrees to have the County provide individual animal licensing and has adopted the following license fees (please provide a copy of the applicable ordinance or resolution):

Altered Dog	\$	Altered Cat	\$
Unaltered Dog	\$	Unaltered Cat	\$
Senior-owned Altered Dog	\$	Senior age is defined as age	
Military Veteran w/ Disability Altered Dog	\$		
Delinquency Charge	\$	Delinquency charge applies after:	days
Other Special License Fee	\$	Description/criteria:	
Field Enforcement Fee* (select one)	<input type="checkbox"/>	\$40.00	
	<input type="checkbox"/>	\$0.00	

\*Only applicable when licensing is initiated in the field by Department employees.  
 Current license fees adopted by the City on \_\_\_\_\_, 20\_\_\_\_\_.

- No Animal Licensing Services

**IV. Outreach and Enforcement Services**

**A. Animal License Field Enforcement**

- The City requests the County to provide animal license field enforcement in the City, in the area(s) designated by the City and agreed to by the Department.
- No animal license field enforcement services.

**B. Animal Facility Inspection and Licensing (Costs included in overhead—  
 not billed)**

- The City requests the County to license animal-related facilities (including inspection and grading services) in the City.
- No animal facility licensing services--the City will conduct its own program. (Please provide contact information below.)

The City's animal facility program contact information:

Department Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**C. Vaccination and Microchip Clinic(s)**

- The City requests the County to provide or assist in arranging for vaccination clinic(s) in the City, utilizing Department personnel to also license animals during the vaccination clinic(s), at the applicable rate for staff time.
- No vaccination or licensing clinic services.

**D. Spay/Neuter Trust Fund**

- Participate in the Spay/Neuter Trust Fund to allow residents access to low-cost spay/neuter services.
- No participation in the Spay/Neuter Trust Fund.

**VI. Enforcement of County Code**

- The City agrees to the enforcement of Title 10 with no exceptions.
- The City agrees to the enforcement of Title 10 with the following pre-approved exception(s): (please mark all that apply)
  - 10.20.350: Mandatory spay and neutering. The City does not require the spay/neuter of:
    - dogs
    - cats
  - 10.20.185: Mandatory Microchipping. The City does not require the microchipping of:
    - dogs
    - cats
  - 10.20.038: Number of dogs and cats. In the City the following number of animals are allowed per household:  
Dogs \_\_\_\_\_ Cats \_\_\_\_\_ Total of \_\_\_\_\_ dogs/cats
  - 10.20.030: Mandatory Cat Licensing. Domestic cats are subject to:
    - Voluntary Cat Licensing
    - No Cat Licensing
  - 10.28.020: Animal Facility Licensing. The County will not license/inspect animal facilities.

- 10.40.060: Excessive Animal Noise Complaints. The City will conduct its own noise enforcement.

City's Animal Noise Complaint contact information:

Department Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**VII. Requested Additions to Title 10 Enforcement**

Please list individual municipal code sections requested to be enforced by the Department. (Please ensure your municipal code contains adequate enforcement authority.)

<b>COUNTY</b>			
<b>City Code Section No.</b>	<b>City Code Section Title</b>	<b>Approved</b>	<b>Not Approved</b>

**VIII: Contact Information**

County Primary Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

County Alternate Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

City Primary Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

City Alternate Contact

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**IX: Annual/Amended Service Request Approval**

For the City:

\_\_\_\_\_  
Authorized City Representative  
(Printed Name)

\_\_\_\_\_  
Authorized Signature  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

For the County:

Marcia Mayeda

Director  
Dept. of Animal Care and Control

\_\_\_\_\_  
Authorized Signature  
(Signature)

\_\_\_\_\_  
Date

**COUNTY OF LOS ANGELES  
DEPARTMENT OF ANIMAL CARE AND CONTROL  
CITY-COUNTY MUNICIPAL SERVICES  
BILLING RATES**

**I. Billing Period**

These billing rates are effective from July 1, 2019, until the consultant's audit report is completed and further action is taken by the Los Angeles County Board of Supervisors (through June 30, 2020, or sooner).

**II. Billing Rates**

<b>Animal Care Center Services</b>	
Shelter Services: Daily Rate for stray or relinquished dogs and cats (up to a maximum of 5 days)	\$ per day
Daily Rate for stray or relinquished other species of animals (up to a maximum of 5 days)	\$ per day
Daily Rate for dogs and cats of "legal hold" animals (See paragraph III D "Billing for 'legal hold' animals")	\$ per day
Daily Rate for other species of "legal hold" animals (See paragraph III D "Billing for 'legal hold' animals")	\$ per day
Animal License Field Enforcement per hour	\$ per hour
Dog/Cat License processing per license	\$ per license
Field Services per hour	\$ per hour
<b>Additional Administrative Services</b>	
Attendance at meetings in excess of contract allowance	\$ per hour
Production of reports in excess of contract allowance	\$ per hour
<b>Liability Trust Fund</b>	
Liability Trust Fund	4.5 % of hourly rate*

\*Percentage is based on, and in addition to, the hourly rate for hours actually billed for Field Services and animal license Field Enforcement.

### **III. Billing Methodology for Care Center Services**

The City is financially responsible for the care of animals impounded within the City's jurisdiction. If an animal is claimed by its owner, the redemption fees collected from the owner will be credited to the City up to the maximum amount billed to the City for that animal. The County assumes responsibility for the physical care and disposition of all animals coming into the Department's possession or custody.

#### **A. Cost Allocation for Care Center Services**

During the billing period, the costs of providing Care Center Services are allocated as follows:

Daily rate per dog, cat, and other species of animals impounded

- a. A daily dog/cat and other species of animals impoundment rate is established annually based upon the costs of housing animals. The daily rate is billed for all dogs/cats and other species of animals housed, up to the maximum amount of days for each type, except as outlined in paragraph D below. During the billing period, the cost of care for dog/cat and other species of animals in excess of capped days are subsidized, except as outlined in paragraph D below.
- b. For dogs, cats, and other species of animals impounded in circumstances described in paragraph "D" below, that are held beyond the maximum billed length of stay, a daily impoundment rate is established annually based upon the costs of the time allocated to the impoundment, care (including medical care), and feeding of those animals. The City will be billed at the daily rate for all days those animals are housed by the Department.

#### **B. Medical Costs**

Medical costs (excluding spay/neuter surgeries) provided by the Department's medical staff are included in the overhead to establish the cost-recovery rate for boarding, and is not billed separately or in addition to that rate. The Department reserves the right to send any animal to a private veterinary facility for examination, treatment, and/or hospitalization as the Department deems necessary in its sole and absolute discretion. All expenses incurred by the Department for outside medical services, for animals from the City, will be billed to the City.

#### **C. Cost Offsets**

The City will receive a credit from the County for all applicable redemption fees collected from or on the behalf of the owner of an animal that is claimed from the custody of the Department, up to the maximum amount billed to the City for that

animal. The Department reserves the right to waive fees when appropriate in the Department's sole and absolute discretion.

The City will not receive any credit for adoption fees (whether paid by an individual or an organization).

**D. Billing for “Legal Hold” and Other Shelter Services:**

Dogs, cats and other species of animals that are housed for a “legal hold” and other shelter services are billed at the daily rate for the time the animal is housed by the Department (from intake to disposition). Legal hold animals are held in accordance with applicable statutory guidelines, and/or at the sole and absolute discretion of the Department based on pending or anticipated criminal, civil, or administrative action.

<b>“Legal Hold” and Other Shelter Type Descriptions</b>		<b>Total Number of Days Billed</b>
<b>Quarantine Observation Animals:</b>	<p>Per applicable State law, any animal of a species susceptible to rabies that bites a person and breaks the skin is required to be quarantined for 10 to 30 days (depending on the species). Animals susceptible to rabies that have contact with a wild (potentially rabid) animal must be quarantined for 30 days or six months (depending on the species and vaccination status).</p> <p>Animals in the custody of the Department that are reported to have either bitten or been exposed to a potentially rabid animal, will be placed in quarantine/isolation and observed for symptoms of rabies for the required period.</p> <p>Additionally, although rare, the Department of Public Health has the authority to quarantine animals for other specified diseases. Any quarantine for a disease other than rabies will be specified by disease.</p>	Unlimited days
<b>Special Intake:</b>	Animals that are seized pursuant to a search warrant, Penal Code Sections 597.1 or 599aa, or as evidence in a criminal investigation may be held up to the time of disposition of the criminal matter.	Unlimited days



	<p>Animals subject to the jurisdiction of the Coroner's Office may be held until released by that Office.</p> <p>Animals in the custody of the Department that are the subject of anticipated or pending civil litigation or administrative regulation may be held through the pendency of that action, and any appeal stemming from that action.</p>	
<b>Return to Owner Animals:</b>	<p>Any animal with traceable identification that is brought to the Animal Care Center, whether by the Department staff or the public, will be held for ten (10) calendar days for the owner to reclaim it. The owner or person entitled to the custody of any animal impounded can redeem such animal by paying the impound, boarding, and private veterinary fees accruing up to the time of such redemption.</p>	10 days
<b>Abandoned Animals:</b>	<p>Animals that are found to be abandoned in a private property will be held at the Animal Care Center at least fifteen (15) calendar days to determine whether the owner had an agreement with someone to care for the animal in their absence.</p>	15 days

CMD:in  
 Sec:Brd Corres:BLs:4.30.19 Contract City Renew:/Attach C Billing 4.2019