

**INTERIM
MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES DEPARTMENT OF ANIMAL SERVICES
AND
THE CITY OF BEVERLY HILLS
FOR REIMBURSEMENT OF COSTS INCURRED TO PROVIDE
ANIMAL CARE AND CONTROL SERVICES**

This Interim Memorandum of Understanding (hereinafter referred to as MOU) is entered into and made effective as of December 1, 2011, by and between

CITY OF LOS ANGELES
A Municipal Corporation
Acting By and Through Its
Department of Animal Services
221 North Figueroa Street, 5th Floor
Los Angeles California 90012

Hereinafter referred to as CITY and

CITY OF BEVERLY HILLS
A Municipal Corporation
455 N. Rexford Drive
Beverly Hills, California 90210

Hereinafter referred to as BEVERLY HILLS

WHEREAS, beginning in June 2005, BEVERLY HILLS expressed interest in establishing a service agreement (MOU) with CITY to provide animal regulation enforcement and animal care center services including taking in stray animals, adopting out animals, licensing of dogs, and dead animal pick-up services, that have been offered for many years by the Los Angeles County Department of Animal Care and Control, mostly through their shelter in Carson, California; and

WHEREAS, BEVERLY HILLS has been interested in providing to their community with a shelter location that is in closer proximity than the County shelter in Carson, and is willing to reimburse costs, fully burdened with applicable overhead costs, to the CITY for that convenience; and

WHEREAS, many BEVERLY HILLS residents are currently utilizing CITY services and that the West Los Angeles Animal Care Center takes in, cares for, and adopts out animals for BEVERLY HILLS residents; and

WHEREAS, the Los Angeles Board of Animal Services Commissioners proposed to the City Council an MOU agreement with BEVERLY HILLS, the Los Angeles City Council approved that MOU (Council File 08-2600) on October 15, 2008, and the CITY and BEVERLY HILLS

entered into the MOU on January 21, 2009 providing services to BEVERLY HILLS; and

WHEREAS, the MOU successfully concluded on January 31, 2012, and

WHEREAS, CITY has continued to provide services from that date with the mutual consent and agreement of both parties, and

WHEREAS, BEVERLY HILLS has requested that CITY provide an INTERIM MOU to be signed by both parties that provides authority for BEVERLY HILLS to reimburse CITY for expenses incurred by CITY to provide animal care and control services from December 1, 2011 until a new MOU is put in place, and

WHEREAS, both parties intend to enter into a new MOU as soon as possible to continue animal care and control services provided by CITY to BEVERLY HILLS for a new term,

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

I. RESPONSIBILITIES OF CITY

A. Services Provided by CITY

To the extent resources are available, CITY through its Department of Animal Services has and will continue to provide BEVERLY HILLS with the following services pursuant to the terms of this MOU:

1. Intake and animal care for stray animals and owner relinquishments.
2. Adoption services and other public services such as vaccination clinics.
3. Respond to calls for service forwarded to CITY by BEVERLY HILLS for animals at-large, injured, potentially dangerous, or animals who are potentially victims of cruelty or inhumane treatment as defined by law.
4. Issue dog licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register and collect fees for same.
5. Issue permits for animal-related businesses and events, and collect fees for same.
6. Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations.
7. Prepare documents necessary to assist in investigations and prosecution of cases involving animals.
8. Intake and care of animals impounded as evidence.
9. Conduct potentially dangerous animal administration procedures when required, according to the terms specified by BEVERLY HILLS in writing prior to a hearing, and as agreed to by CITY, which hearings for residents of BEVERLY HILLS will be held within 30 days.

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10. Assist in animal evacuation or other emergency service requirements, as resources are available.
11. Provide public education information on animals, wildlife, pet ownership, and related topics.

B. Service Exclusions

CITY will not provide:

1. Trapping and removal of wildlife or any animals for reasons of nuisance to residents of property owners
2. Dead animal pickup
3. Euthanasia by owner request upon relinquishment
4. Administrative processes and hearings for barking dog complaints
5. The City of Los Angeles shall not, through this contract, directly or indirectly assist any trap neuter release/return (TNR) program for the time that such assistance shall be prohibited by a court of law.

C. CITY Staffing, Equipment, Materials

1. Staffing: CITY will continue to provide staffing to meet estimated needs of the geographic district of West Los Angeles and the animal services requirement for that portion that includes BEVERLY HILLS. CITY does not warrant that staff or officers will be available at all times, or at any given time that service is requested by BEVERLY HILLS, but will endeavor to provide a reasonable level of service based on the seriousness of calls received from the entire West Los Angeles district area, Staff and officers providing service will be appropriately qualified, trained, and supervised.
2. Equipment and Materials: CITY shall, inclusive of the charges described in Section IV, PAYMENT AND BILLING, provide and furnish all labor, equipment, and supplies for services to be provided, including vehicles and weapons. Weapons and security equipment shall not be left unsecured at any time. Staff and officers performing services in BEVERLY HILLS will wear the standard Animal Control Officer uniforms issued by CITY.
3. Supervision: Services under this MOU shall be principally supervised by the Director of Field Operations, or the General Manager's designee, who will be BEVERLY HILLS' primary contact person.
4. Coordination Meeting: CITY and BEVERLY HILLS shall meet on a monthly basis, or as often as necessary, as determined by the circumstances in the administration of the MOU, to discuss problems, reports, and the status of MOU services.
5. Reports: Animal Control Officers shall prepare all required written reports, including reports on incidents, injuries (CITY or Non-City employees), accidents, fires, altercations, crimes, etc. Any discharge of a weapon by Animal Control Officers in BEVERLY HILLS will be reported to BEVERLY HILLS within 24 hours.
6. Information and Media Requests: CITY representatives shall provide information as requested from members of the general public in the course of providing services

- under this MOU. Situations in which general interest leads to direct news media contacts must be dealt with carefully to ensure that all statements or information offered by the CITY and BEVERLY HILLS reflect the policies and positions of the respective parties. CITY Animal Control Officers will not speak, in any form, to the media in regard to BEVERLY HILLS policy or issues. However, CITY and any persons so designated by CITY are authorized and expected to speak about CITY's performance under this MOU.
7. Notifications: Major incidents that involve BEVERLY HILLS Police or Fire Department response must be communicated via telephone to BEVERLY HILLS in accordance with the notification protocols provided. In addition such incidents shall also be reported to Beverly Hills Code Enforcement via telephone with a follow up incident report or other written documentation.
 8. Occupational Safety and Health Act: CITY agrees that, for the purpose of being in compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for BEVERLY HILLS shall be deemed entirely within CITY's responsibility. CITY shall take all necessary precautions for the safety of Animal Control Officers who are CITY employees, in their performance under this MOU. Employees of the CITY shall not be considered employees of BEVERLY HILLS.
 9. Appearance in Court: Animal Control Officers will make court appearances as required in every case when citations or arrests result in court action as part of their normal and customary duties, with authorization for overtime, if necessary, to be charged to BEVERLY HILLS under this MOU. If a court appearance is necessary, BEVERLY HILLS will provide written notification of the court appearance request to the Director of Field Operations, or the General Manager's designee, who will be BEVERLY HILLS' primary contact person.

D. Performance of the Work

1. CITY shall comply with all laws, ordinances, rules, and regulations applicable to services rendered under this MOU and to their performance of all the terms and conditions of this MOU as set forth by the applicable City, County, State, and Federal governments.
2. Public service complaints shall be reviewed by BEVERLY HILLS and referred to the CITY for information or follow up by the CITY as appropriate. If CITY fails to reasonably provide service, or if in the judgment of BEVERLY HILLS, services are deficient, BEVERLY HILLS shall communicate such to CITY and CITY shall make diligent efforts to correct deficiencies, including but not limited to scheduling, staffing, or supervision changes at CITY's discretion to resolve the performance issue. Services may be considered to have not been performed satisfactorily when conditions exist such as:
 - a. Work is not performed in strict accordance with professional standards and this MOU,
 - b. Equipment is not used properly resulting in equipment abuse, or is not maintained in good operating condition,
 - c. Duties and tasks are not performed within the scheduled work shift or staff regularly is unable to handle service calls,

- d. Excessive performance complaints are received from the public
3. For consistency of enforcement, whenever appropriate during the term of this MOU, the CITY shall notify BEVERLY HILLS of pending, approved, or implemented changes to CITY's codes, ordinances, or procedures affecting animal care and control services of the CITY so that BEVERLY HILLS may evaluate and implement corresponding changes to its codes, ordinances, or recommend changes to the terms of this MOU as appropriate. (See Section II.E. below.) For purposes of this MOU, adoption of code changes by the City Council of the CITY shall be understood to include approval of the General Manager to modify this MOU to incorporate changes approved by BEVERLY HILLS. Modification of this MOU for this purpose does not require subsequent City Council approval.

II. RESPONSIBILITIES OF BEVERLY HILLS

- A. **Service Requests:** The primary means of communication to CITY to request service assistance in Beverly Hills will be by the BEVERLY HILLS constituent services request operator by way of Beverly Hills Code Enforcement Division, who will filter calls so that CITY's services are deployed only when appropriate under this MOU, and will inform callers that the services are provided by CITY. BEVERLY HILLS will reasonably ensure that information used by CITY to dispatch officers is accurate and will communicate back with requestor as needed to provide status on service response. In the event CITY is unable to respond to a service request because of call priority elsewhere or insufficient resources, BEVERLY HILLS will provide other assistance to their residents as needed. BEVERLY HILLS will contact CITY by means of telephone or cellular phone and will be provided internal telephone numbers for this purpose. In promoting animal services for their residents, BEVERLY HILLS will discourage direct contact to CITY for service requests, but will encourage direct patronage of the West Los Angeles Animal Care Center.
- B. **Prosecutions and Cruelty Cases:** BEVERLY HILLS will handle investigations and prosecutions of cases involving animals, with assistance from CITY as necessary.
- C. **Information and Data:** BEVERLY HILLS will provide information and data to CITY, including geographic and address information as requested. Such information may include, but not be limited to, history of enforcement activity or licensing problems with residents, and Geographic Information Systems (GIS) data to update CITY's Chameleon database.
- D. **Excluded Services:** BEVERLY HILLS will seek other service providers for excluded services, including nuisance animal and wildlife calls. However, BEVERLY HILLS will discourage wildlife trapping, removal, and euthanasia, and instead will encourage education to assist residents in successful co-existence with wildlife.
- E. **Code Adoption:** Mandatory adoption is not required by BEVERLY HILLS of all changes to the CITY's code made subsequent to January 31, 2009. However, upon notification by

the CITY of pending or approved changes to CITY's enforcement codes or procedures affecting animal care and control services of the CITY, BEVERLY HILLS shall evaluate these changes, and notify CITY of its intent to adopt corresponding changes to its codes or procedures, recommend changes to the terms of this MOU, or make no changes, as appropriate. (See Section I.D.3 above.) By mutual agreement, the CITY and BEVERLY HILLS may modify the terms of this MOU from time to time as needed to incorporate code changes of either party.

- F. Services by CITY: BEVERLY HILLS shall suitably inform the public that Animal Care and Control services in Beverly Hills are provided by CITY. BEVERLY HILLS shall disclose this information on BEVERLY HILLS' website by maintaining a web-page dedicated to animal services. In addition, BEVERLY HILLS will notify residents when service calls are received by BEVERLY HILLS, and as appropriate, BEVERLY HILLS will include this information in written material disseminated by BEVERLY HILLS to its residents, such as newsletters, flyers, etc.

III TERM OF THIS INTERIM MOU

The term of this INTERIM MOU shall be from **December 1, 2011 until either a new agreement is signed or through December 31, 2015, whichever is sooner.**

This MOU authorizes BEVERLY HILLS to reimburse the CITY for services provided from December 1, 2011 to the present and to continue paying for these services until a new agreement is signed.

IV. PAYMENT AND BILLING

BEVERLY HILLS shall pay CITY for services rendered under this MOU as set forth in this Section and Exhibit A attached hereto, and incorporated as in full. Retroactive payment from December 1, 2011 until this MOU is signed shall be made to CITY by BEVERLY HILLS within 15 days of execution of this Interim MOU. At the request of BEVERLY HILLS and because of the need therefor, CITY has performed the services specified herein prior to execution of this MOU. BEVERLY HILLS acknowledges the services previously performed by the CITY and ratifies the CITY's performance of said services to the extent said services were performed in accordance with the terms and conditions of this agreement.

Charges and rates are set annually by CITY and become effective on July 1 of each year. Charges are determined by calculation of full cost recovery of direct services provided to BEVERLY HILLS. In no event shall reimbursement to CITY exceed \$240,000.00 for any twelve-month period.

Payment Due: Payment shall be due within 30 days of receipt by BEVERLY HILLS of an invoice. Invoices shall be submitted by CITY by the 15th of the month following the service

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period. Submission by email is acceptable. Payment shall be remitted in full by BEVERLY HILLS within 30 days of receipt of each invoice. Payment shall be in arrears for the services provided during the prior month if not paid within 30 days of receipt.

Fee Calculation: Each month BEVERLY HILLS shall owe one twelfth (1/12) of the CITY's annual calculated administrative overhead cost for services provided during the billing period (month); plus the actual costs for each hour, or fraction thereof, that Animal Control Officers provide services; plus the actual cost per day of each sheltered animal; less revenue received from licenses paid by residents of BEVERLY HILLS and collected by CITY during the billing period. Returned checks will be deducted and will not be counted as paid and collected. Should services be provided for a period of time that is not a complete calendar month (i.e. services beginning or ending in the middle of a month), the amount paid by BEVERLY HILLS shall be prorated by CITY at a daily rate for that month. Permit fees assessed and collected (such as fees for petting zoos, operation of animal hospitals, pet stores, etc.) will be retained by CITY and not deducted from calculations of amounts owed to cover costs. Shown in Exhibit A are overhead, shelter charges, service costs, and license credits applied from February 1, 2012 through June 30, 2012; July 1, 2012 through June 30, 2013; July 1, 2013 through June 30, 2014; July 1 2014 through June 30, 2015, and afterward, until either a new agreement is signed or through December 31, 2015, whichever is sooner.

Fee Rate Adjustment: For the MOU and extensions, the fee rate shall be adjusted in an amount necessary to maintain full recovery of costs incurred by CITY. Fee rates covering service after June 30, 2013 shall be adjusted, as necessary by the CITY whenever costs change. The CITY shall inform BEVERLY HILLS in advance of the date and amounts of adjustments. The proposed adjusted rate shall be presented by CITY to BEVERLY HILLS at least 30 days in advance of the proposed change for consideration and approval by BEVERLY HILLS. The adjusted rate shall be incorporated into the MOU in full as an addition to Exhibit A, and invoices for services provided after the date of fee rate adjustment shall be based on the adjusted cost rate.

Invoices shall be submitted to:

City of Beverly Hills
Code Enforcement Division
455 N. Rexford Drive
Beverly Hills, California 90210
(310) 285-1173

Payment shall be remitted to:

Accounting Section
Department of Animal Services
City of Los Angeles
2 Cal Plaza, 350 North Grand Ave., 45th Floor
Los Angeles, California 90071
(213) 482-9558

(Or as directed by the Department)

Upon request, the CITY shall furnish an Activities Report to support an invoice with information regarding significant activities/observations that occurred during the month requested, including the dates and times of occurrences.

V. INDEMNIFICATION

- A. Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement. Accordingly, the parties hereby agree that pursuant to Government Code Section 895.4 and 895.6, each party shall assume the full liability imposed upon it or any of its officers, agent, or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of that party's obligations under this MOU.
- B. Each party shall indemnify, defend, and hold harmless the other party for any claim, demand, cause of action, liability, loss, cost or expense arising from or related to the services or the performance of the indemnifying party's obligations under this MOU.
- C. In the event of a third-party loss caused by negligence or a wrongful act or omission by more than one party, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

VI. TERMINATION

- A. Either party may terminate this MOU immediately for default of any material term or condition following a 30-day written notice to cure that states with particularity the reasons for the default and demand for cure. If the matter or matters complained about are not cured within 30 days of notice by either party, the party demanding the cure may give the other part a 30-day written notice to terminate.
- B. This MOU may be terminated by either party without cause upon a 90-day written notice.
- C. Upon termination of this MOU, CITY shall provide a final invoice for all charges and fees due as of the termination date, to be paid by BEVERLY HILLS within 30 days of receipt.

VII. INCORPORATION OF EXHIBITS

This MOU and Exhibit A represent the entire integrated agreement of the parties and supersede all prior written or oral representations, discussions, and agreements. The following document is incorporated and made a part hereof by reference:

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Exhibit A. MOU Between the Department of Animal Services (City) and the City of Beverly Hills

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

CITY OF LOS ANGELES

By _____

Date _____

BRENDA F. BARNETTE
General Manager
Department of Animal Services

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By _____

DOV S. LESEL
Assistant City Attorney

By _____

Deputy City Clerk

Date _____

Date _____

Agreement Number _____

CITY OF BEVERLY HILLS

By _____

MAHDI ALUZRI
Interim City Manager

Date _____

APPROVED AS TO FORM:

ATTEST:

By _____

LAURENCE S. WIENER,
City Attorney

By _____

SUSAN HEALY KEENE, AICP
Director of Community Development

Date _____

Date _____

ATTACHMENT A

**INTERIM MOU BETWEEN THE DEPARTMENT OF ANIMAL SERVICES (CITY)
 AND THE CITY OF BEVERLY HILLS**

**RATES AND ESTIMATED TOTAL ANNUAL CHARGES*
 FEBRUARY 1, 2012 - DECEMBER 31, 2015**

Rate Schedule					
DESCRIPTION	Rates				
	Feb. 1, 2012 - June 30, 2012	July 1, 2012 - June 30, 2013	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015	July 1, 2015 - Dec. 31, 2015
Monthly Administrative Overhead	\$3,237.42	\$3,334.54	\$3,334.54	\$3,584.63	\$3,834.72
Officer Hours - ACO I	\$58.49	\$61.41	\$61.41	\$70.76	\$71.11
Officer Hours - ACO II	\$64.34	\$67.56	\$67.56	\$75.46	\$75.83
Daily Animals - First Week	\$28.43	\$29.57	\$29.57	\$29.57	\$29.57
Daily Animals - Subsequent Weeks	\$15.76	\$16.39	\$16.39	\$16.39	\$16.39
Less Altered Licenses Sold	-\$20.00	-\$20.00	-\$20.00	-\$20.00	-\$20.00
Less Unaltered Licenses Sold	-\$100.00	-\$100.00	-\$100.00	-\$100.00	-\$100.00

Estimated Total Annual Charge					
DESCRIPTION	Charges				
	Feb. 1, 2012 - June 30, 2012	July 1, 2012 - June 30, 2013	July 1, 2013 - June 30, 2014	July 1, 2014 - June 30, 2015	July 1, 2015 - Dec. 31, 2015
The estimated total annual charge for the MOU* will not exceed:	N/A	\$75,000.00	\$80,000.00	\$82,500.00	\$85,000.00

*Future amounts for MOU extensions will be determined by the City based on costs and anticipated use of services.