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**DEPARTMENT OF  
ANIMAL SERVICES**

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BRENDA F. BARNETTE  
GENERAL MANAGER

VACANT  
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

June 5, 2015

Honorable City Council  
c/o Office of the City Clerk  
200 North Spring Street  
Room 360, City Hall  
Los Angeles, CA 90012

**RE: REQUEST CITY COUNCIL APPROVAL OF INTERIM MEMORANDUM OF UNDERSTANDING FOR PROVIDING ANIMAL CARE AND CONTROL SERVICES TO THE CITY OF BEVERLY HILLS**

## **BACKGROUND**

On June 7, 2005, the Department of Animal Services received a letter from Roderick J. Wood, City Manager, for the City of Beverly Hills expressing interest in entering into a contract with the Department to provide animal care and control services. Up to that time, the County of Los Angeles had been providing these services through their shelter in Carson. The City of Beverly Hills was interested in providing the community with a shelter closer than the Carson location.

On October 24, 2005, the Animal Services Commission approved the request and the City Council authorized the General Manager to negotiate terms and conditions of the agreement (CF 05-2482). A Memorandum of Understanding (MOU) was approved (C-115071), and services began on February 1, 2009. The MOU provided for a 12-month term, with two 12-month extensions. Both extensions were exercised, and the MOU ended on January 31, 2012. Both parties agreed to continue services to pursue an interim agreement to cover services and payments until the new MOU was in place. Negotiations on the Interim MOU were concluded on May 26, 2015.

At its April 23, 2015 meeting, the Board of Animal Services Commissioners (Commission) authorized the General Manager to finalize terms of an Interim MOU (and negotiate terms of a 3- or 5-year MOU to follow the Interim MOU) and to submit the Interim MOU to the Mayor and City Council for approval.

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## **MOU SUMMARY**

The Interim MOU (see the attached document) provides authority to reimburse the City for:

- (1) Services provided but not yet reimbursed under the expired contract (December 2011, and January 2012), and
- (2) Services provided from February 1, 2012 until the new MOU is in place, or December 31, 2015, whichever is first.

Both parties sought to continue the same type and level of services beginning March 1, 2012 that were provided through the initial MOU. These basic services include field enforcement, animal rescue, sheltering, and licensing. Field enforcement and rescue services provided by our Animal Control Officers averages about 10 hours per month. The Department processes an average of 100 licenses per month, and the West LA shelter receives an average of 12 animals per month.

Field enforcement and animal rescue services are billed by the minute, shelter space is billed by the day, and dog and horse owners pay the same license fees as residents of Los Angeles. Under the Interim MOU, all costs are fully recovered. The Department invoices Beverly Hills monthly for services provided. Costs incurred to date and to be provided during this Interim MOU are in the \$45,000 to \$65,000 per year range depending on the rates in effect at the time the service was provided.

Expedited City Council approval is requested so that Beverly Hills can encumber funds in the current fiscal year to pay the City for all prior services and past-due amounts.

## **RECOMMENDATION**

That the City Council, subject to approval of the Mayor:

1. APPROVE the attached Interim Memorandum of Understanding (MOU) with the City of Beverly Hills, approved as to form by the City Attorney; and
2. AUTHORIZE the General Manager to sign and execute the Interim MOU

## **FISCAL IMPACT**

There is no cost to the City of the MOU. Providing animal care and control services to Beverly Hills is cost neutral, that is, the amount reimbursed to the Department by the City of Beverly Hills is the full amount expended.

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Sincerely,

*Brenda F. Barnette*

BRENDA F. BARNETTE  
General Manager

Attachments

cc: David Zaft, President, Board of Animal Services Commissioners  
Ryan Carpio, Office of the Mayor  
Mandy Morales, Office of the Mayor  
Dov Lesel, Assistant City Attorney  
File