

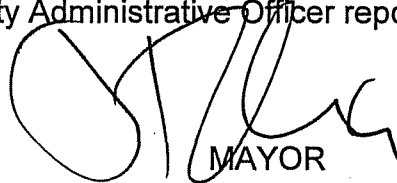
0150-08577-0000

TRANSMITTAL

TO The City Council	DATE SEP 25 2008	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 11	

**Animal Services Department Request to Negotiate a Contract with
the City of Beverly Hills for Animal Care and Control Services**

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR

RPC:CWB:04090023C

CAO 649-d

**SEP 30 2008
PUBLIC SAFETY**

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: August 22, 2008

CAO File No. 0150-08577-0000

Council File No. --

Council District: 11

To: Mayor

From: Raymond P. Ciranna, Interim City Administrative Officer *RPC*

Reference: Referred by the Mayor's Office on May 7, 2008

Subject: **ANIMAL SERVICES DEPARTMENT REQUEST TO NEGOTIATE A CONTRACT WITH THE CITY OF BEVERLY HILLS FOR ANIMAL CARE AND CONTROL SERVICES**

SUMMARY

The Animal Services Department (ASD) requests authority to enter into a Memorandum of Understanding (MOU) with the City of Beverly Hills (Beverly Hills) to provide animal care and control services. Currently, Los Angeles County (County) provides these services to Beverly Hills through the County's animal shelter in the city of Carson. Beverly Hills has sought to contract with the City of Los Angeles (City) to provide these services through the City's West Los Angeles animal shelter for a number of years as the West Los Angeles shelter is in closer proximity to Beverly Hills than the County shelter in Carson.

The West Los Angeles animal shelter is approximately one fifth the distance from Beverly Hills as the County shelter in Carson. It is probable that many Beverly Hills residents are currently utilizing City services. Thus, the MOU is designed to formalize a practice which is likely in place. This MOU will benefit the City as City services currently utilized by residents of Beverly Hills will now be reimbursed.

Our prior report, dated April 13, 2006, recommended that Council deny a previous ASD request to contract with Beverly Hills. In that report, we stated that if ASD wished to renew the request ASD should report with a discussion of full cost recovery of the City's direct and indirect costs, determination of additional resources needed, analysis of license fee collection, code enforcement and the handling of animal cruelty cases for Beverly Hills, workload impact, benefits, and an analysis of potential liability issues. ASD's current report has satisfactorily addressed these concerns.

ASD has estimated the annual cost of providing animal care, animal control, field services, and shelter services for the City of Beverly Hills to be approximately \$98,000. The term of the MOU is one year, renewable for up to two additional years.

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Animal Services Department to enter into a Memorandum of Understanding with the City of Beverly Hills for the provision of animal care and control services for the term of one year subject to City Attorney review as to form.

FISCAL IMPACT STATEMENT

Approval of the MOU with Beverly Hills to provide animal care and control services is fiscally neutral. The cost of providing services to Beverly Hills reflects the actual costs of ASD providing those services, including ASD and general City overhead. This is in compliance with the City's Financial Policies as all City costs will be reimbursed by fees charged to Beverly Hills.

Findings

1. Background

The request to provide animal care and control services was initiated by Beverly Hills in a letter received by ASD on June 7, 2005. Correspondence between Beverly Hills and the Board of Animal Services Commissioners (Commission) was exchanged regarding clarification of license fee collection, code enforcement, permitting, and the handling of animal cruelty cases.

A report from the (CAO) dated April 13, 2006, recommended denial of the request to contract as ASD was in transition with a new General Manager and the future opening of six new and expanded facilities. The CAO report stated that due to these factors, ASD needed additional time to establish sufficient workload and cost information for its operations before the issue was revisited. The CAO report also stated that if ASD and Beverly Hills desired to enter into a contract for animal care and control services at a later time, ASD should include in its report back, a discussion of full cost recovery of the City's direct and indirect costs, determination of additional resource needs, analysis of license fee collection, code enforcement and the handling of animal cruelty cases for Beverly Hills, workload impact, benefits, and an analysis of potential liability issues.

On April 28, 2008, the Commission approved a report authorizing ASD to request City Council approval of an MOU with Beverly Hills.

The West Los Angeles animal shelter is approximately one fifth the distance from Beverly Hills as is the County shelter in Carson. From central Beverly Hills (Beverly Hills City Hall) to the West Los Angeles shelter is approximately four miles. In comparison, the distance from central Beverly Hills to the County shelter in Carson is approximately 23 miles. There is no reliable way to quantify the current workload created by Beverly Hills as ASD cannot determine if an animal is from Los Angeles or Beverly Hills. Given the proximity of the West Los Angeles shelter to Beverly Hills it is likely that the West Los Angeles animal shelter is utilized by Beverly Hills residents. Services such as animal relinquishment, redemption, adoption, and the taking in of strays are all services that ASD likely provides to residents of Beverly Hills. Based on estimated workload, ASD has determined that additional resources are not needed.

2. Material Provisions of the MOU

The term of the proposed MOU is one year, renewable for up to two additional years. Costs will be recalculated on June 1st of each year for billings as of July 1st. The services to be provided to Beverly Hills are listed on the following page.

- ASD will intake, care for, adopt, reunite, or treat animals coming from persons residing in Beverly Hills, or picked up in Beverly Hills;
- Animal Control Officers will respond to calls for help or services from residents of Beverly Hills based upon their urgency and the workload of ASD;
- ASD will receive and process animal license applications for residents of Beverly Hills;
- ASD will receive and process animal-related business permits for businesses of Beverly Hills;

3. Services Not Provided

- ASD will not trap or remove wildlife or any animals for the reasons of nuisance to residents or property owners;
- The City of Los Angeles (Public Works, Bureau of Sanitation) will not provide dead animal pickup; and
- Euthanasia on request will not be provided to Beverly Hills residents.

In order to execute this agreement, Beverly Hills is required to adopt all of the City's ordinances relative to animals. This will include the recently passed ordinance requiring animals to be spayed or neutered. In addition, Beverly Hills and the City will mutually indemnify and agree to defend each other as a provision of this proposed MOU. Either party may cancel the MOU upon 90 days written notice.

4. Cost Recovery

ASD and the CAO have worked in concert to develop the proposed cost recovery model for this MOU. The proposed cost recovery model is based on the population of Beverly Hills and the American Veterinary Medical Association's national average of pet ownership. This model assumes 8,720 dogs and 9,925 cats reside in Beverly Hills. Utilizing workload information from ASD's Chameleon database and population information from Beverly Hills, ASD estimates Beverly Hills would contribute approximately 143 animals per year. This equates to five percent of the West Los Angeles animal shelter's workload.

From this information, an average daily animal cost was calculated which incorporates hourly rates for all staff, overhead charges (i.e., benefits, compensated time off, vehicle use and other central services); average stays of animals, food and medicine. Additionally, ASD's administrative costs were calculated to account for supplies and staff (Personnel, Call Center, Administration and Accounting). These calculations are detailed in Attachment A.

On a monthly basis, Beverly Hills will be billed the actual costs of services provided for animal care and shelter and field services. Additionally, the billing will include 1/12 of the annual calculated administrative overhead costs. Credit will be given for licenses paid by Beverly Hills residents. Beverly Hills is required to pay this bill by the 15th of each month. Permit fees and adoption fees will be retained by ASD. Both the proposed monthly billing formula and the annual billing formula are shown in Attachment B.



Christopher W. Bishop
Management Assistant

APPROVED:



Assistant City Administrative Officer

RPC:CWB:04090023C

Attachments

Attachment A

INTAKE AND REDEMPTION COSTS

Classification	Hourly Rate	Per Minute Rate	Intake Time	Intake Cost	Adopt or Redeem Time	Adopt or Redeem Cost	TOTAL Typical One Time Cost
Veterinary Technician	\$59.93	\$1.00	15	\$15.00	15	\$15.00	
Animal Care Technician	\$46.29	\$0.77	15	\$11.55	10	\$10.00	
Clerk Typist	\$43.08	\$0.72	3	\$2.16	10	\$10.00	
Medications (Average)				\$20.00			
Materials Expense*				\$2.00		\$2.00	
Total				\$50.71		\$37.00	\$87.71

*10 pages at \$0.20/page

DAILY COSTS

Classification	Hourly Rate	Per Minute Rate	Daily Clean Time	Daily Clean Cost	Daily Feed Time	Daily Feed Cost	TOTAL Typical Daily Cost
Animal Care Technician	\$46.29	\$0.77	8	\$6.16	3	\$2.31	
Food						\$0.62	
Total				\$6.16		\$2.93	\$9.09

WEEKLY COSTS

Classification	Hourly Rate	Per Minute Rate	Periodic Health Check Time	Periodic Health Check Cost	Weekly Deep Clean Time	Weekly Deep Clean Cost	TOTAL Typical Weekly Cost
Veterinary Technician	\$59.93	\$1.00	15	\$15.00			
Animal Care Technician	\$46.29	\$0.77			23	\$17.71	
Animal Care Tech Supv.	\$57.18	\$0.95			2	\$1.90	
Cleaning Supplies**						\$6.67	
Total				\$15.00		\$26.28	\$41.28

** \$300,000 cleaning supplies per year for 45,000 animals

*** All Times in Minutes

HOURLY AND PER MINUTE RATES BY CLASS

Classification	Hourly Rate	Per Minute Rate
Veterinarian	\$110.10	\$1.84
Veterinary Technician	\$59.93	\$1.00
Animal Care Technician	\$46.29	\$0.77
Animal Care Tech Supv.	\$57.18	\$0.95
Animal Control Officer I	\$52.56	\$0.88
Animal Control Officer II	\$60.68	\$1.01
Senior Clerk Typist	\$56.31	\$0.94
Clerk Typist	\$43.08	\$0.72

Source: Animal Services Department

Attachment B

Proposed Monthly Billing Formula

Monthly Administration Charge	\$3,592.61
Officer I Hourly Charge	\$52.56
Officer II Hourly Charge	\$60.68
Daily Per Animal Charge for 1st Week	\$27.54
Daily Per Animal Charge After 1st Week	\$15.01
Less Spay/Neuter Licenses Purchased**	\$15.00
Less Unaltered Licenses Purchased**	\$100.00

**Per License

Estimated Annual Charges Under Proposed Billing Formula

Administration Charge	\$43,111.28
Officer I Charges, 350 Hours	\$18,396.00
Officer II Charges, 350 Hours	\$21,238.00
143 Animals, 12 Day Avg. Stay*	\$38,296.69
Subtotal	\$121,041.97
Less 900 S/N Licenses	(\$13,500.00)
Less 100 Unaltered Licenses	(\$10,000.00)
Total Annual Estimate	\$97,541.97

*(\$15.01 per animal, per day after 1st week)

*(\$192.78 per Animal for 1st week)

Source: Department of Animal Services

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES ANIMAL SERVICES
AND
THE CITY OF BEVERLY HILLS
FOR ANIMAL CARE AND CONTROL SERVICES**

This Memorandum of Understanding (hereinafter referred to as MOU) is entered into this _____ day of _____, 200 __, 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

Beverly Hills, California 90000

hereinafter referred to as BEVERLY HILLS.

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

WHEREAS, the City of Beverly Hills has been interested in providing to their community 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, due to it's proximity and now the features at the newly constructed Pico Boulevard location, the West Los Angeles Animal Care Center already intakes, cares for, and adopts out, animals for Beverly Hills residents, although without official condonement of such an agreement, the CITY has not been in a position to estimate or attempt to recoup these costs; and,

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WHEREAS, the Los Angeles Board of Animal Services Commissioners proposed to the City Council an agreement with BEVERLY HILLS in November, 2005, but this was ultimately disapproved by the City Council on May 19, 2006, so that the CITY could focus on the pending opening of larger, new animal care centers, including one in West Los Angeles; and,

WHEREAS, in the intervening years the new West Los Angeles animal care center has been successfully opening, and finds more attention from patrons who are likely residents of the City of Beverly Hills; and,

WHEREAS, a new cost recovery model for estimating costs of animal care and enforcement services has been independently developed by CITY, and therefore the tools are available to seek reimbursement for the costs of services to persons who are not residents of the City of Los Angeles; and,

WHEREAS, BEVERLY HILLS continues to express interest in acquiring the services of CITY, and is willing to forego requesting services for dead animal pick-up or nuisance wildlife calls; and,

WHEREAS, on _____, 2008, the City Council approved a new proposal from the Board of Animal Services Commissioners to enter into an agreement with BEVERLY HILLS to provide desired services (Council File 08-XXXX);

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 will provide:

1. Intake and animal care for stray animals and owner relinquishments.
2. Adoption services and other public services such as vaccination clinics.
3. Response to calls for service forwarded by BEVERLY HILLS for animals at-large, injured, potentially dangerous, or potentially victims of cruelty or inhumane treatment as defined by law.
4. Issuance of dog and equine licenses and administration of licensing information, administration of a voluntary cat registration program, and administration of spay/neuter exemption registration and/or breeding permits, and collection of fees for same.

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5. Issuance of permits for animal-related businesses and events, and collection of fees for same.
6. Issuance of Notices to Comply or Citations in the event of violation of laws and regulations.
7. Preparation of documents necessary to assist in investigation and prosecution of cases involving animals, and intake and care of animals impounded as evidence, and conduct of potentially dangerous animal administrative procedures when required.
8. Assist in animal evacuation or other emergency service requirements, as resources are available.
9. 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 or property owners.
2. Dead animal pickup.
3. Euthanasia by owner request upon relinquishment.
4. Administrative processes and hearings for barking dog complaints.

C. CITY Staffing, Equipment, Materials

1. **Staffing:** CITY will provide staffing to meet estimated needs of the geographic district of West Los Angeles and the animal services requirements for that area, which includes BEVERLY HILLS. CITY does not warrant that staff or officers will be available at any time 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 IV. PAYMENT AND BILLING, provide and furnish all labor, equipment, and supplies for the services to be provided, including vehicles and weapons. Weapons and security equipment shall not be left unsecured at any time. Staff and officers will be issued uniforms by CITY.
3. **Supervision:** Services under this MOU will be principally supervised by the Senior Animal Control Officer II and the Senior Animal Control Officer I

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assigned to the West Los Angeles district. These supervisors shall become BEVERLY HILLS' primary contact persons.

6. **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 status of MOU services.
7. **Reports:** Animal Control Officers shall prepare all required written reports, including reports on incidents, injuries (CITY or Non-City employees), accidents, fires, altercations, crimes. Any discharge of a weapon will be reported to BEVERLY HILLS within 24 hours.
8. **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 CITY and BEVERLY HILLS reflect the policies and positions of the respective parties. Under no condition will staff or officers 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.
9. **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.
10. **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 employees on the job.
11. **Appearance in Court:** Animal Control Officers shall make court appearance 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 needed.

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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 City, County, State, and Federal governments.
2. Public service complaints shall be reviewed by BEVERLY HILLS and referred for information or follow up as appropriate. If CITY fails to reasonably provide service, or if in the judgment of BEVERLY HILLS services are deficient, CITY shall make diligent efforts to correct deficiencies, including but not limited to scheduling, staffing, or supervision changes at GSD'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.

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, who will filter calls so that CITY's services are deployed only when appropriate under this MOU. 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 regarding direct involvement of staff.

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- 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, such information as 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, instead encouraging education to assist residents in successful co-existence with wildlife.
- E. Code Adoption: For consistency of enforcement and operations, BEVERLY HILLS will adopt the applicable regulations of Los Angeles Municipal Code 53.00 et. seq. in regard to animals.
- F. Services by CITY: BEVERLY HILLS shall suitably inform the public that Animal Care and Control services in Beverly Hills are provided by CITY on a cost reimbursement basis.

III. TERM OF MOU

The term of this MOU shall be for one (1) year or portion thereof, beginning no earlier than July 1, 2008, and ending June 30, 2009. This MOU may be renewed annually for up to two years at the discretion of the CITY with notice to BEVERLY HILLS at least 60 days prior to expiration. In no event will this MOU extend beyond June 30, 2011.

IV. PAYMENT AND BILLING

BEVERLY HILLS shall pay CITY for services rendered under this MOU. In no event shall the reimbursement exceed \$229,604.00.

Each month BEVERLY HILLS shall pay 1/12 of the annual calculated administrative overhead cost for the current month plus the actual costs per animal day sheltered by the Department and actual costs for hours of Animal Control Officer services, less licenses paid, for the previous month. Permit fees assessed will be retained by CITY and not deducted from calculations of amount owed to cover costs. Annual overhead, fees, and costs to be used for July 1, 2008, through June 30, 2009, are shown in Exhibit A. These costs will be recalculated for each of the years this MOU is renewed based on updated salaries, overhead, and assessment of time and material and issued by June 1st prior to the new term.

Invoices shall be submitted in triplicate by the 15th of the month and shall be remitted in full by

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BEVERLY HILLS by the 15th of the following month.

Invoices shall be submitted to:

Payment shall be submitted to:

Mrs. Linda Barth
Assistant General Manager - Administration
Los Angeles Animal Services
221 North Figueroa Street, 5th Floor
Los Angeles, California 90012
213-482-9558

Upon request, with Invoice CITY shall furnish a Monthly Activities Report, to include information such as significant activities/observations which occurred during the month, including the dates and times of the occurrences.

V. INDEMNIFICATION

PENDING STANDARD LANGUAGE FOR MUTUAL INDEMNIFICATION..

VI. TERMINATION

- A. Either party may terminate this MOU immediately for reasons and action of default of any material term or condition and failure which is not cured within 30 days of notice by either party.
- B. This MOU may be terminated by either party without cause upon 90 days 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.

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VII. INCORPORATION OF EXHIBITS

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

Exhibit A. Cost with Overhead, Cost Per Animal Day, and Hourly Rates for Fiscal Year 2008-2009

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

APPROVED AS TO FORM:

ROCKARD J. DELGADO,
CITY ATTORNEY

_____, 200__

CITY OF LOS ANGELES
ACTING BY AND THROUGH
THE GENERAL MANAGER OF
OF LOS ANGELES ANIMAL SERVICES

BY _____
GENERAL MANAGER

BY _____

CITY OF BEVERLY HILLS

BY _____

_____, 200__