



REPORT TO CITY COUNCIL

DATE: May 22, 2019

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: LOUIS CELAYA, DEPUTY CITY MANAGER 

SUBJECT: APPROVE RENEWAL OF FIVE-YEAR CITY-COUNTY MUNICIPAL SERVICES AGREEMENT WITH LOS ANGELES COUNTY FOR ANIMAL CARE AND CONTROL SERVICES - 2019-2020

In June 2014, the City Council approved the five-year agreement with the County of Angeles (County) for animal care and control services. The current agreement is scheduled to expire on June 30, 2019. On May 2, 2019, the City was advised that the County Board of Supervisors approved the renewed service agreement for services provided by the Department of Animal Care and Control, and is seeking the cooperation from contracting agencies in executing the new agreement. The City has, historically, utilized the County of Los Angeles for a variety of services, including the provision of Animal Control Services. Like past agreements, this revised agreement provides the authority for the County to provide animal care and control services within the City's established boundaries. The revised agreement allows the County to continue to provide the following services:

- Kennel and animal shelter services at Agoura shelter
- Veterinarian services for impounded or relinquished animals (in shelter only)
- Dead animal pickup in public rights of way
- Proper disposal of dead animals
- Collect fees for and distribute animal licenses
- Field and enforcement services
- Microchipping of dogs
- Investigate animal abuse claims
- "Pet" adoptions

Additionally, the new agreement also provides for quarterly meetings, up to three hours in duration, with County staff to discuss animal controls services, if necessary, at no additional cost. Monthly conference calls are also available at request.

Like the prior agreement, the new agreement requires contracting agencies to continue to complete the "Service Level Request", whereby allowing an agency to request specific changes to service levels, or add services not previously provided. This will

only need to be completed once during the contract term. There is also an opportunity for these service level requests to be modified if special needs arise.

As presented in the FY2018-2019- FY2019-2020 Budget workshop, staff advised the City Council of the potential for substantial cost increase in Animal Controls services, based on recommendations by the County Auditor to recover costs not being realized by the County. As a result of numerous concerns expressed by a majority of contract cities and other agencies utilizing animal control services, the County Board of Supervisors (Board) has suspended the implementation of the new billing methodology that was being proposed in 2018, and has engaged a consultant to perform fiscal and operational audits of the Department of Animal Care and Control after which the Board will determine what further action, if any, should be taken.

The new agreement will commence July 1, 2019, and will terminate on June 30, 2024. The rates of service are reviewed and adjusted annually by the County's Auditor-Controller. There are no fiscal adjustments being requested to accommodate this renewed agreement, as the costs for Animal Control services have been budgeted for the coming fiscal year (FY2019-2020).

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the renewal of the City-County Services Municipal Services Agreement with the County of Los Angeles Department of Animal Care and Control and authorize the City Manager to execute the agreement.

Attachment: City-County Municipal Agreement - Animal Care and Control Services 2019-2024

CITY-COUNTY MUNICIPAL SERVICES AGREEMENT
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CITY-COUNTY MUNICIPAL SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL AND CITY OF AGOURA HILLS

THIS MUNICIPAL ANIMAL CARE AND CONTROL AGREEMENT ("Agreement") between the COUNTY OF LOS ANGELES ("the County") and the CITY OF AGOURA HILLS ("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 AGOURA HILLS

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.

CITY OF AGOURA HILLS

COUNTY OF LOS ANGELES

By _____
City of Agoura Hills, City Manager
Date

By _____
MARCIA MAYEDA Date
Director, Animal Care and Control

By _____
City Clerk Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
City Attorney Date

By _____
Deputy County Counsel Date