

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF THOUSAND OAKS RELATING TO ANIMAL CARE AND CONTROL SERVICES

This Agreement ("Agreement") is made between the COUNTY OF LOS ANGELES, a subdivision of the State of California (hereinafter referred to as "the County") and the CITY OF THOUSAND OAKS, a municipal corporation of the State of California, including those areas within the boundaries of the City of Thousand Oaks that are under the control of Conejo Recreation and Parks District, and the Conejo Open Space Conservation Agency (hereinafter referred to as "the City"),

RECITALS

The City and the County are charged with the duty of providing Animal Care and Control Services within their respective territorial boundaries; and

The City is desirous of entering into an agreement with the County to provide animal care and control services to the City within the City's territorial boundaries through the County's Department of Animal Care and Control (hereafter referred to as "the Department"); and

The County is desirous of entering into an agreement to render such animal care and control services under the terms and conditions set forth in this Agreement; and

Such agreements are authorized and provided for by the provisions of 56 3/4 of the Los Angeles County Charter and the provisions of Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the California Government Code relating to the joint exercise of powers common to public agencies;

NOW, THEREFORE, the City and the County, for and in consideration of the

mutual benefits, promises and agreements set forth in this Agreement, do agree to exercise their common powers relating to the provisions of animal care and control services to the City as follows:

Section 1. SERVICES. The County agrees through the Department, to provide animal control services within the incorporated limits of the City to the extent and in the manner set forth in this Agreement and its Attachments.

Except as otherwise provided, such services will be limited to the duties and functions of the type customarily rendered by the Department under the Charter of Los Angeles County and the statutes of the State. The County will provide services in accordance with the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments thereto and under the Thousand Oaks Municipal Code provisions required to be enforced under the most recently executed Attachment B "Service Level Request."

The rendition of services, the standard of performance and other matters incidental to the performance of services, and the control of personnel so employed will remain with the County. In the event of a dispute between the parties to this Agreement as to the duties and functions to be rendered, or the minimum level or manner of performance of such service, the City will be consulted and a mutual determination will be made by both the County and the City. The County will have the final and conclusive determination of any unresolved dispute.

Section 2. AUTHORIZATION FOR SERVICE. The City hereby authorizes the County to enforce the provisions of Title 10, "Animals," of the Los Angeles County Code, and all amendments thereto, as well as applicable sections of the Thousand Oaks Municipal Code, as identified in the latest executed Attachment B "Service Level Request," within the City limits and on behalf of the City. To facilitate the performance of these functions, it is agreed that the County will have full cooperation and assistance from the City, its officers, agents, and employees.

The City may at any time request a change in the 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 the current fiscal year billing rate will be signed and authorized by the City and the Department representative and attached to this Agreement as an amendment.

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.

Section 3. SUPPLIES. For performing functions under this Agreement, the County will provide all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service.

Nothing in this Agreement prohibits the City from providing, at the City's expense, additional resources for the County to utilize in the performance of the services.

Any use of special supplies, stationery, notices, and/or forms other than the

standard Department format must be approved by the Director of the Department and supplied by the City at its own expense.

Section 4. STATUS OF EMPLOYEES. All persons performing services and functions for the City will be County employees and no City employee as such will be taken over by the County, and no person employed will have any City pension, civil services, or any status or right relating to City employee benefits.

For the purpose of performing services under this 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 agent of the City while performing services for the City, provided the service is within the scope of this Agreement and is a municipal function.

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 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.

Section 5. EMPLOYEE SALARIES. The City will not assume any liability for the direct payment of salaries, wages, or other compensation to County personnel performing services under this Agreement for the County or any liability other than that provided for by this Agreement.

Section 6. NOTICES. 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.

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

County of Los Angeles Department of Animal Care and Control
Contracts and Grants Division
Attn: Contract City Liaison
5898 Cherry Avenue
Long Beach, CA 90805
Phone: (562) 379-9722

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.

Section 7. INDEMNIFICATION. The City will indemnify, defend, and hold harmless the County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the City's performance or non-performance of this Agreement. The County will indemnify, defend, and hold harmless the City, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the County's performance or non-performance of this Agreement.

Section 8. INSURANCE. During the term of this Agreement, the County will carry workers' compensation coverage as required by law. The County is permissibly self-insured for worker's compensation coverage under the laws of the state of California. Also during the term of this Agreement, the County will maintain a program of commercial insurance coverage as described below ("Required Insurance"). All Required Insurance, except for worker's compensation coverage as set forth above, will be issued by a financially responsible company or companies authorized to do business in the State of California. The City will reimburse the County for the cost of required policies, to a mutually agreeable insurance premium price, in accordance with Section 11 of this Agreement. The Required Insurance will also name the City, its elected officials, employees, agents, and volunteers as additional insureds. The County in no way warrants that the Required Insurance is sufficient to protect the City from liabilities which may arise from or relate to this Agreement.

Required Insurance:

(1) Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming the City, its officers, elected officials, employees, and agents as an additional insured, with limits of not less than:

General Aggregate:	\$ 2 million
Products/Completed Operations Aggregate:	\$ 1 million
Personal and Advertising Injury:	\$ 1 million
Each Occurrence:	\$ 1 million

Automobile Liability. Coverage will be written on ISO policy form CA 00 01 or its equivalent with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. The insurance will cover liability arising out of the County's use of autos pursuant to this Agreement.

The City will promptly report to the County any injury, property damage, accident, or incident, including any injury to a City employee occurring or arising from this Agreement. The City will also promptly notify the County of any third party claim or suit filed against the City which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against the City and/or the County.

Section 9. TERM. Unless sooner terminated as provided for in this Agreement, this Agreement will be effective July 1, 2024, or when signed by the Parties, whichever is later, and will remain in effect until June 30, 2029.

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

Section 10. TERMINATION. Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party at least sixty (60) days before the termination date.

This 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 the termination.

The City may terminate this 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.

In the event of 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.

Section 11. PAYMENT PROVISIONS. The City will pay the full cost to the County for providing animal care and control services at rates determined by the County of Los Angeles Auditor-Controller and set forth in the current Attachment C, Joint Exercises of Powers Agreement Billing Rates.

The County may keep and retain any and all individual animal license fees and penalty assessments collected by the County as an offset against the City's obligation to pay the full cost of animal care and control services.

In the event that the license fees and penalty assessments exceed the total costs

due to the County, a refund check will be issued to the City by the County within sixty (60) days after the issuance of the applicable invoice.

The County, through the Department, will submit a summary invoice covering all services performed during the month to the City within twenty-one (21) 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.

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.

Interest will be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date of the written resolution.

Section 12 SERVICE RATES. The City will pay for the services provided under the term of this Agreement at the rate established by the County of Los Angeles Auditor-Controller. The rates indicated in the City-County Municipal Service Billing Rates form (Attachment C) 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. The City will be billed based on

the service level described in the current Service Level Request form (Attachment B). The cost of additional services requested under this 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.

Section 13. COLLECTION REPORTS. In each monthly summary invoice, the City will receive a credit from the County for all applicable redemption fees collected from or on 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 City will not receive any credit for adoption fees (whether paid by an individual or an organization) or animal disposal fees.

Section 14. ADMINISTRATIVE SUPPORT. 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.

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.

If requested, the Department will use its 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.

The Department will make available upon request, at no charge to the City, the reports listed in Attachment A, Description of Services, at the intervals indicated in that attachment. For any additional reports that are not included in 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.

Section 15. RECORDS. The County will keep separate records for the City in such form and manner as the Auditor-Controller of the County of Los Angeles may specify. Records will be open for examination by the City during business hours, upon reasonable advanced notice.

Section 16. AMENDMENTS. 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 the City Manager or his/her designee.

Section 17. ENTIRE AGREEMENT. This Agreement, including Attachment A, Description of Services, the most recent Attachment B, Service Level Request, and the latest Attachment C, Joint Exercise of Powers Agreement Billing Rates, constitute the complete and exclusive statements of the Parties, which supersede all previous agreements, written and oral, and all communications between the Parties relating to the subject matter of the Agreement. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the City and the County. The Director of the Department or his/her designee is authorized by the County to execute amendments.

Section 18. COUNTERPARTS. 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.

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

CITY OF THOUSAND OAKS

COUNTY OF LOS ANGELES

By _____
City Manager Date

By _____
MARCIA MAYEDA Date
Director, Animal Care and Control

By _____
City Clerk Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
City Attorney Date

By _____
Senior Deputy Date

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

I. Animal Care Services

The County of Los Angeles Department of Animal Care and Control (Department) maintains seven animal care centers that accept stray, lost, abandoned, 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 or adoption to a new home, pursuant to State law. The holding 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 accepted into the Department's care. 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 either: 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 from within the boundaries of the City may be housed at a County animal care center. Admitted animals will be vaccinated and provided medical care, food, water, 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 or finding a new one. 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-adoptable 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 admission, 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 animal care center 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 the 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 will 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, reuniting, and admitting 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 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; issuing 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 as evidence or when necessary for those 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 in accordance with applicable laws and policies.

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. Alternatives to Care Center Admissions

The Department's "Alternatives to Care Center Admissions" services are activities that go beyond providing housing for dogs and cats, and have the effect of keeping pets out of care centers and in homes and healthy environments. This includes staff counseling pet owners or connecting them with resources such as free pet food and supplies, medical vouchers, temporary housing, access to a medical helpline, and other critical resources all intended to help keep pets with their families. The Department also offers a variety of pet assistance programs, known collectively as the Pets Are Family (PAF) program, which is funded almost entirely through donations and grants received by the Department. A summary of the programs offered under PAF can be found on our website (<https://animalcare.lacounty.gov/dacc-support-services>).

As a result of these efforts, the number of dogs and cats admitted into Department animal care centers has decreased dramatically due to the Department reducing preventable pet surrenders. These programs are only available to cities that opt into Full Care Center Services and are charged at a flat per capita rate as indicated in Attachment C, City-County Municipal Services Billing Rates.

Managed Intake

Managed Intake (MI) is a strategy that allows agencies to manage and reduce the flow of both owned pets and homeless animals into their care, which is accomplished by partnering with the community and providing resources and solutions. Through the Department's intervention services, pet owners receive support in the form of consultation, financial resources, and referrals — both medical and behavioral — to assist them with their pet-related issues. MI has reduced the number of surrendered animals admitted to the Department's care centers to those who have no other opportunity for rehoming. This is reducing the costs for cities that are associated with sheltering cats and dogs.

Components of Managed Intake:

- Community Engagement is key to successfully employing Managed Intake, giving the community an opportunity to foster, network animals, facilitate adoptions, and to develop solutions to keep pets with their owners.
- The Department encourages people who have found stray animals to attempt to reunite the pets with their families. The Department also encourages residents to

allow free roaming cats to remain where they live, as these are often pets or community cats.

- To reduce the relinquishment of owned pets, the Department will provide resources such as training, food, and supplies, or other support to help keep pets in their homes.
- Public safety and animal welfare are a priority. Animals that pose a safety threat will immediately and safely be admitted by the Department, as will animals that are sick or injured.

IV. Individual Animal Licensing Services

Adult dogs four months of age 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 individual 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 are received and processed on a fee-per-license basis. Pet owners may opt into a one- or three-year license option for their pets. A current license will be required before an animal will be released to a resident of the City. Fees from one- and three-year 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;
- Maintaining a database for animal licensing, records of calls for service, and actions taken; and
- Maintaining the Rabies Vaccination Certificate tool database which scans rabies vaccination data reported by private veterinary clinics to identify unlicensed pets in our jurisdictions and generate compliance notices to pet owners.

V. Additional Outreach and Enforcement Services Options

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

A. Animal License Enforcement Services

License Enforcement Services provides staff to perform individual animal license
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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 inspections 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 safety and 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 is 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.

VI. Records

Upon reasonable notice, the Department will make available to authorized representatives of the City, for examination, audit, excerpt, copy, or transcription, any pertinent transaction, activity, or other record relating to the Agreement. The City must 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 7920.000 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 Admission Dog & Cat
5. Other Animals Impounded
6. Quarantined Dogs and/or Cats
7. Special Admission Other Animals
8. Private Veterinarian (Outside Medical Expense)
9. Dead Animal Pick Up Requests
10. Types of Calls for Service
11. Location of Admission
12. Public Hours performed at a specific Animal Care Center

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

FISCAL YEAR 2024-25 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:

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)

Full County Field Services	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Priority County Field Services - Priority 1 Calls Only (As Determined by Department Policy)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Standby County Field Services (Service Requests only from City Personnel; the City will screen calls from the public)	
County provides service on following days/times (please identify):	
Weekend days and holidays (please identify days and hours):	
Humane Investigations – as needed	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Investigations – as needed (LACC Title 10, Chapter 37, Potentially Dangerous/Vicious Dogs)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Administrative Compliance (Post hearing compliance checks will be handled by DACC on City’s behalf)	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Please make a selection for each of the options below. For more information, you can view Attachment A, Description of Services, of your municipal services agreement or reach out to one of the contacts listed on Page 7 of this Service Level Request.

A. 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: _____

B. 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.

C. 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.

V. 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 Neuter. 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

Microchipping is only required for new licenses for dogs.
 - 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: _____
E-mail: _____

VI. 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.)

COUNTY

City Code Section No.	City Code Section Title	Approved	Not Approved

VIII. Annual/Amended Service Request Approval

For the City:

_____ Authorized City Representative (Printed Name)	_____ Authorized Signature (Signature)	_____ Date
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_____ Title	_____ Telephone Number
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For the County:

_____ Marcia Mayeda Director Dept. of Animal Care and Control	_____ Authorized Signature (Signature)	_____ Date
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**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND CONTROL
JOINT EXERCISE OF POWERS AGREEMENT
BILLING RATES**

I. Billing Period

These billing rates are effective from July 1, 2023, through June 30, 2024.

II. Billing Rates

Animal Care Center Services	
Alternatives to Care Center Admissions(based on human population)	\$0.75 per capita annually
Shelter Services: Flat Rate for stray or relinquished dogs and cats	\$515.34 per impound
Daily Rate for dogs and cats of “legal hold” animals (See Paragraph III.D “Billing for ‘legal hold’ animals”)	\$515.34 per impound and \$73.62 per day for days over 7
Animal License Field Enforcement per hour	\$106.20 per hour
Dog/Cat License Processing per license	\$5.37 per license
Field Services per hour for Full Field Service Cities	\$151.71 per hour
Field Services for Limited Field Service Cities: Basic rate during regular hours with 2-week notice	\$227.57 per hour
Rate for nights/weekends (Monday-Friday 7pm-7am, Saturday, Sunday, and County Holidays)	\$227.57 per hour, minimum callout charge of 4 hours
Additional Administrative Services	
Attendance at meetings in excess of contract allowance	\$291.72 per hour
Production of reports in excess of contract allowance	\$134.72 per hour
Liability Insurance	
General and Automobile Liability and Collision and Comprehensive	\$116,473 per year

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:

1. Per dog and cat impounded:
 - a. A flat dog/cat impoundment rate is established annually based upon the costs of housing animals. The flat rate is billed for all dogs/cats housed, regardless of the actual length of stay, except as outlined in paragraph D below. During the billing period, the cost of care for dogs/cats in excess of capped days are subsidized, except as outlined in paragraph D below.
 - b. For dogs and cats impounded in circumstances described in paragraph D below, that are held beyond the length of stay captured in the flat rate, 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. In addition to the flat rate charged for dogs/cats, the City will be billed at the daily rate for all days those animals are housed by the Department. Animals that are held in "legal hold" will not be subsidized.
2. Per capita fee based on the human population of the City
 - a. A per capita Alternatives to Impoundment rate is established annually based upon time allocated to services including: interaction, intervention, and outreach activities that are not directly related to the impoundment, care, and feeding of animals.

This allocation methodology applies costs for services as they relate to animal impounds and for services that do not relate directly to the impoundment, care, and feeding of animals. The ratio for allocation is based on staff time allocated to these activities.

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 are 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 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 and cats that are housed for a “legal hold” and other shelter services are billed at the flat impound rate until the stay exceeds the length of stay captured in the flat rate at which time a daily rate will be charged for the remainder of 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.

“Legal Hold” and Other Shelter Type Descriptions		Total Number of Days Billed
Quarantine Observation Animals	<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
Special Intake:	<p>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.</p> <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>	Unlimited days

Return to Owner Animals:	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 impound, boarding, and private veterinary fees accruing up to the time of such redemption.	10 days
Abandoned Animals:	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.	15 days