

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: David Moe, Economic Development & Housing Manager *DM*
Prepared by: John Brand, Senior Management Analyst *JB*

DATE: April 9, 2015 (CC Meeting of April 15, 2015)

SUBJECT: Consider Animal Services Agreement Between City of Moorpark and the County of Ventura

BACKGROUND

In 1984, the City entered into an Agreement with Ventura County Animal Services (VCAS) for services including animal shelter, licensing, field staff, and animal nuisance hearings, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. In 1989, the Agreement was amended for primarily technical changes. Under this current contract, costs are allocated to the participating cities using a set of three formulas, one for shelter and administration, a second formula for licensing, and a third for field staff services. Each of the three cost formulas covers an array of tasks and services as an umbrella. At that time all ten Ventura County cities contracted with the County for animal services. Since 2002, the City has provided the primary field service with in-house staff. This is equal to about 1,800 staff hours. VCAS established an Animal Commission consisting of one elected official from each participating jurisdiction, to meet quarterly to advise the board on animal concerns. The Commission last met in May, 2014 and has averaged two meetings per year since 2010.

In 1993, the City of Thousand Oaks left VCAS due to its concerns about service deficiencies and increased costs. Thousand Oaks contracted with Los Angeles County Animal Care & Control and continues to do so, using the Agoura Animal Shelter. On June 1, 2012, the City of Santa Paula left VCAS and contracted with the Santa Paula Animal Rescue Center, a local non-profit organization. On June 5, 2012 the Board of Supervisors reorganized VCAS as a division in the Public Health Agency.

On June 12, 2013, the Ventura County Board of Supervisors adopted the goal of operating its animal shelter on a "no kill" basis as an aspiration for the department. No additional funding was provided by the County, and no date was set for the shelter to become fully "no kill". In December, 2014 VCAS reported to the board that VCAS achieved "no kill" status for the year with a live release rate of 91.2%.

DISCUSSION

On December 22, 2014, VCAS requested a meeting in Ventura where staff would be presented with a new draft Agreement so that all approvals could be completed in January, 2015. The City Manager directed staff to decline to meet with VCAS until a draft of the Agreement was provided to the City for review.

On January 13, 2015, VCAS sent a draft Agreement to the City, again requesting prompt approval so that the VCAS budget could be developed in order to be effective July 1, 2015. While the City cannot disagree with VCAS's desire to update its agreements and improve its cost recovery, the process bypassed proven mechanisms and means to build consensus among the jurisdictions:

- The proposed agreement has not been presented to or discussed by the Ventura County Animal Commission, a body composed of elected officials from all participating jurisdictions. According to its 2014 By Laws, the object of the Animal Commission was to:

“Article 2 Object: To serve as a policy level Commission regarding contract Animal Regulation services to the cities of Ventura County, and to make recommendations to the Animal Regulation Department Director and the Ventura County Board of Supervisors regarding Animal Regulation Department polices, programs, service levels, and fees.

Additionally, to facilitate communication and collaboration among the County and contract cities on Animal Regulation issues, including such matters as city and County ordinances and services, and the support of or opposition to State legislation.”

- The County and VCAS initially presented the agreement to the cities to accept without any opportunity to provide any meaningful input or for joint discussion among the affected cities and the County.

In 2013, City and VCAS staff informally discussed updating the existing agreement, and that the Los Angeles County contract for Animal Care and Control might be a good template when the VCAS contract was updated. According to VCAS, the proposed agreement reflects current best practices that have developed over the past thirty years, while the old agreement was unfair to VCAS and outdated. However, VCAS developed the proposed Agreement without any direct input from the cities or the Animal Commission and initiated separate meetings with each of the eight remaining contracting cities. Staff reviewed the Agreement and met with VCAS on Tuesday, February 24, 2015.

After receiving negative comments about the process and the contract itself, the VCAS Director attended the February 19, 2015, City Managers' meeting. As a result of that meeting there was a subsequent meeting scheduled by VCAS on March 5, 2015. Staff from seven of the eight contract cities and three City Managers attended the March 5, 2015, meeting. At that time the cities asked for VCAS to delay the process to allow for the review of different options to pass along the costs. On March 11, 2015, Health Care Agency Director Barry Fisher sent a letter to the cities thanking them for their input and indicating that the County believes it has already developed the most equitable methodologies and placed them into its proposed agreement. The letter concluded with a request for a confirmation of each city's intent to contract with VCAS by March 20, 2015. It is unclear if any cities have complied with that deadline. As a result of the meeting and the letter, a subsequent meeting of the City Managers was held on March 19, 2015, when Ventura County CEO Mike Powers recapped VCAS's outreach to the cities regarding the proposed VCAS agreement, and emphasized that any questions should be directed to Health Care Agency Director Barry Fisher.

Characteristics of the proposed Agreement include:

- Programs will be defined so it is known what services are delivered, and their costs outlined in a Service Request Form (Exhibit 3).
- Rabies suppression activity will be charged by the hour. VCAS is trying to figure out an estimated cost based on service history of each City. VCAS will train City staff at no charge to perform this service for itself.
- Bite investigations, same as above. (Costs for rabies and bite investigations not included in cost projections discussed below).
- Certain new fees will be established, such as \$3 administrative fee per license sold.
- Currently, only impounded dogs are counted towards determining a jurisdiction's shelter cost share. As proposed, all animals, including bunnies and livestock will be counted and charged to the source agency.
- VCAS at its sole discretion and without notice may change any aspect of the programs provided, including policy matters, hours of operation, outreach and promotional programs.
- Cities such as Moorpark can adopt their own fee schedule and VCAS will honor it, allowing the City more control while still using the VCAS license system.
- City staff must process its own impounded animal. To help out with the intakes, instead of dropping an animal off at the shelter, City staff is to vaccinate cats and dogs at the shelter, enter data, take photo, and scan for microchip. VCAS will train City staff.

With some significant exceptions, the proposed Agreement resembles the Los Angeles County (LACO) contract for animal services by its Department of Animal Care and Control (DACC). It appears that most, if not all, of the provision limiting a contracting cities liability and stakeholder status have been removed from the Ventura County version. That may in part be due to the process chosen by the VCAS. Rather than form a working group of stakeholders at the staff level, VCAS developed a finished product on its own. What has been removed from the LACO includes items that tended to limit a contracting city's exposure to costs associated with the DACC's actions regarding policy, management and operations, such as:

LACO DACC provisions omitted by Ventura County proposed agreement:

Los Angeles County DACC Agreement	Ventura County VCAS Proposed
Mutual Resolutions of Disputes	
<p style="text-align: center;">DACC Agreement section 2.1:</p> <p>In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the County and the City.</p>	<p>The proposed VCAS agreement is silent on dispute resolution</p>
Service Performance Developed Collaboratively	
<p style="text-align: center;">DACC Agreement section 3.1:</p> <p>Services performed hereunder and specifically requested by the City shall be developed in conjunction with the County Department of Animal Care and Control.</p>	<p style="text-align: center;">Section 4.3 of the proposed VCAS agreement states:</p> <p>“The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.”</p>
Limited City Liability for Impounded Animals	
<p style="text-align: center;">DACC Service Level Request Form, Part Three:</p> <p>Contract cities are charged for the first five (5) days of care for animals impounded</p>	<p>The proposed VCAS agreement Service Level Request Form Part One Shelter Services states:</p>

<p>within the city's jurisdiction. If an animal leaves our care earlier for any reason, cities will be charged based upon the actual number of days (1-4). If an animal is redeemed, the redemption fees collected from owners will be credited to the City up to the maximum number of days that would otherwise be billed. The County assumes liability and disposition of these animals after five days with the exception of animals held as a result of a seizure or criminal case, abandoned animals, observation animals (quarantine), potentially dangerous or vicious dogs, and return to owner animals.</p>	<p>"The City shall be charged for its proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelters originating from all jurisdictions served by the County's shelters. The County's total cost of providing shelter services will be multiplied by the City's percentage of animal intakes compared to total animal intakes, adjusted quarterly in arrears, and charged by the County to the City on a quarterly basis. If any current contracting jurisdiction terminates its contract with the County, the County will make every practicable effort to reduce the County's variable shelter operating costs which are based on the volume of shelter animals served (including, but not limited to, personnel costs), in order to keep total County shelter service costs at the lowest reasonable level."</p>
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While the LACO DACC version provides some limits on the liability of the contract cities for what happens in the shelter, the VCAS appears to hold the cities liable for the actions of VCAS in shelter operations.

As mentioned, no working group of staff from stakeholder agencies was formed to work out the Agreement provisions. Instead the City is faced with approving VCAS's terms or seeking services elsewhere by July 1, 2015. Under the proposed Agreement, the City must submit a Service Request Form (SRF) by January 31 of each year to VCAS. If the SRF is not approved by both parties by March 1, the Agreement is terminated on June 30.

VCAS indicated new programs that will soon be introduced:

- Feral Cats – VCAS plans to promote a Community Cat Coalition – Trap Neuter & Release (TNR) programs. (Moorpark-Simi already has a volunteer based TNR group). Feral cats will be returned to the general area where the cats were found after they are sterilized.
- The Ventura County Animal Ordinance includes a mandatory spay neuter provision for all dogs and mandatory reporting of rabies vaccinations by

veterinarians, but these two provisions have not been implemented or enforced. VCAS plans to implement these provisions, but the time frame is uncertain.

- Weekly activity reports will be provided to staff, including intakes, shelter activity, operations changes, and promotional activity.
- VCAS will not take City impounds due to unpaid citations (confiscation of dogs). The City may be able to find its own location to house a confiscated dog. VCAS does require license before a pet is redeemed.
- VCAS will clear up errors and anomalies in their “Chameleon” software that is used for pet licensing and shelter management. City staff uses the VCAS Chameleon database to check on the status of cat and dog licenses, and City staff will be required to enter data directly to the Chameleon program when taking animals to the shelter.

FISCAL IMPACT

A key difference between the current and the proposed Agreement is the fee structure for participating cities. Instead of having three types of cost recovery formulas, there will be at least six separate fees for service selections, in more of an “a la carte” menu of services that the City could opt in or out of as it desires. This appears to give the City more flexibility and control of its costs. However, it also adds a degree of uncertainty because VCAS may not have tracked its costs to the same degree of detail that it now proposes. There are no historical cost records detailed enough and available to staff at the time this report was prepared to project costs for certain services for which the City will be charged in the proposed Agreement.

Attachment A, the Service Level Request of the Agreement (Exhibit 3 of this report) shows the services the City may opt into:

Shelter Services:

- The County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal’s picture will be posted on the Animal Services website as soon as practicable to assist the City’s residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters. The City shall be charged for its

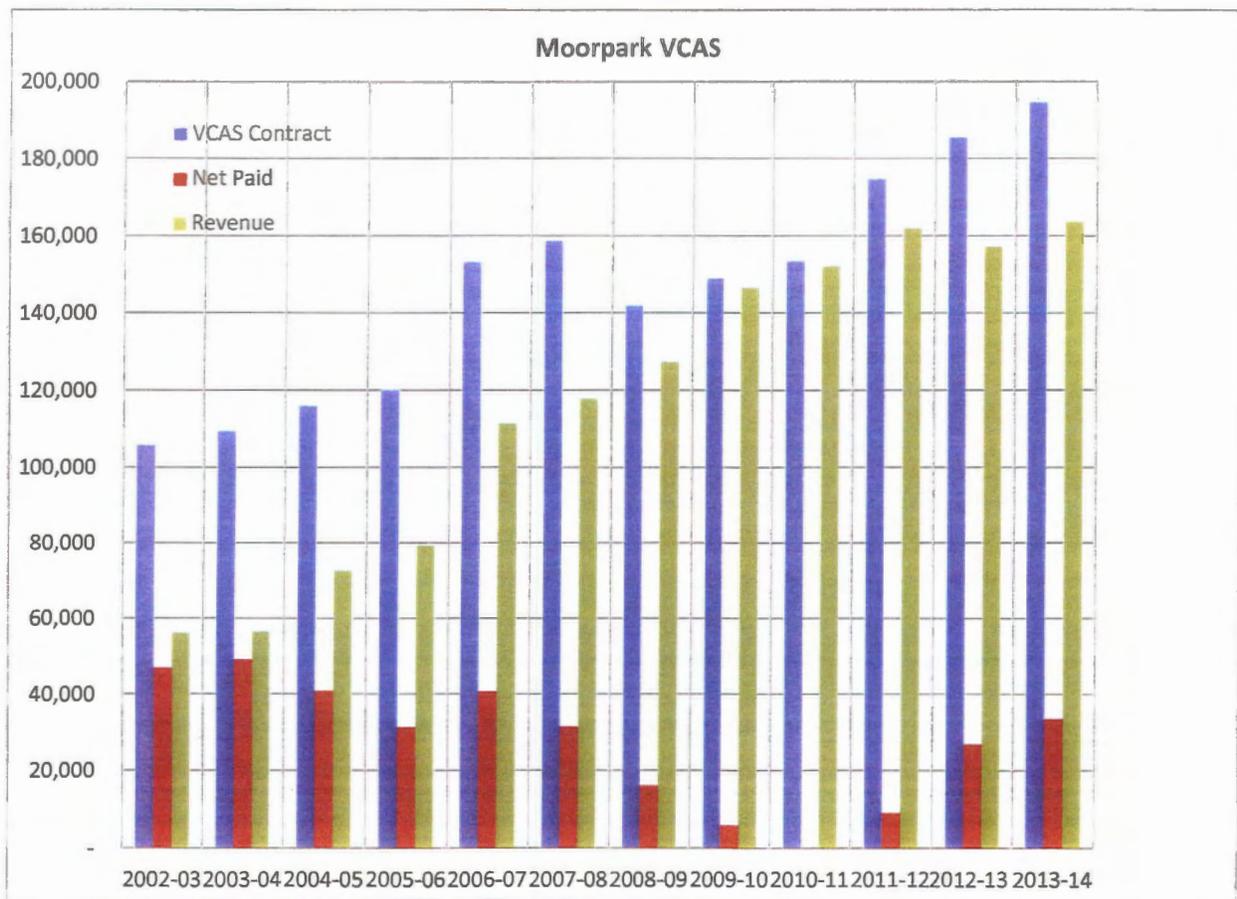
proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelters originating from all jurisdictions served by the County's shelters. The County's total cost of providing shelter services will be multiplied by the City's percentage of animal intakes compared to total animal intakes, adjusted quarterly in arrears, and charged by the County to the City on a quarterly basis.

- **Field Services:** Billed per hour, at City's discretion of hours needed. (Does not currently apply to Moorpark)
- **Rabies Control:** This applies to cities like Moorpark who provide their own field services and would like VCAS to do their field rabies control. VCAS indicates that it currently provides this service, but has not been recovering costs on it. Staff's understanding was that this and other state mandates were covered under the Shelter and Administration umbrella of costs. In any case, under the proposed Agreement it would be the City's option to take this task in-house or pay VCAS on an hourly basis to provide the service.
- **Animal License Processing:** The VCAS will charge a per license fee of \$3.00 per license fee processed. This fee was based on a time study done and is charging actual cost. Currently VCAS does not separate costs for license processing or license canvassing. According to the VCAS Cost Distribution Calculation (Exhibit 5) for FY 2014-15, \$61,900 (approximately \$11.68 per license) was attributed to Moorpark for license canvassing and processing combined.
- **Administrative Citation Processing:** After implementing the Administrative Citation and Auto-Citation Program, the department has realized a significant increase in workload. VCAS may soon have concluded a time study and will develop a per citation fee, for cities wishing for VCAS to administer this program.
- **License Canvassing:** Similar to field services, cities can opt into canvassing services to increase their license sales, at a per hour rate.
- **Additional Services:** VCAS assistance in emergencies, such as evacuations and temporary animal care sheltering would be billed at actual cost.

The table below shows the history of VCAS costs charge to the City.

Ventura County Animal Services Costs and Revenues

Fiscal Year	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14
VCAS Contract	106,000	109,600	116,200	120,300	153,400	158,800	142,100	149,200	153,700	174,800	185,600	194,859
Revenue	56,432	56,800	72,986	79,712	111,772	118,134	127,586	146,839	152,516	162,331	157,558	163,904
Net Paid	47,169	49,385	41,245	31,681	41,116	31,781	16,350	6,103	-	9,344	27,183	33,964
	City begins field services			City begins selling licenses	License canvass surge	Any 4th Quarter surplus is carried over to subsequent year			\$3,630 surplus carried over to 2011-12		County adopts no kill policy	



VCAS provided a Fiscal Year 2015-16 net cost estimate of \$15,419 for Moorpark. However, rabies suppression, bite reports, after-hours, law enforcement assistance, and

emergency services are not included.

Cost Projections			
	VCAS	City	
	FY 2015-16	FY 2014-15	
Shelter	\$ 146,934	\$ 186,300	(all included)
Field Services	\$ -	\$ -	
License Processing	\$ 16,038		
Canvassing	\$ 9,730		
Contingency		\$ 9,600	
Total	\$ 172,702	\$ 195,900	
VCAS revenue projections			
Licenses	\$ 153,282		
Redemption	\$ 4,000		
Total	\$ 157,283	\$ 149,400	
Projected net payable to VCAS	\$ 15,419	\$ 46,500	

VCAS estimates that the proposed Agreement may save the City \$21,481 in FY 2015-16. VCAS projects the City paying \$15,419 net to VCAS as the total cost for these three services (shelter, license processing, and license canvassing) next year compared to the VCAS estimate for this year (FY 2014-15) that the City's net total cost will be \$46,500. So far the FY 2014-15 estimates appears to be on track. The current year VCAS cost and the City's projected staff costs of \$218,225, bring the total program cost to \$264,725.

The difference may be in the services not included in the VCAS proposal: rabies suppression, bite investigations, emergency response, and conducting nuisance hearings. VCAS contends that these costs have not been recovered; however, they were included in past VCAS budgets. The VCAS cost Distribution Calculation for FY 2014-15 (Exhibit 5) suggests that the total VCAS budget was used to calculate a city's proportionate share even if the specific cost of certain functions were not identified as individual line items. VCAS attempted to determine what was spent on behalf of the City for rabies, bites, emergency preparation and nuisance hearings, but did not provide any information by the time this report was finalized.

The current formula called for each of the three cost areas to take a two-year average from each cost center and factor in the City's percentage of the total base unit. For sheltering it is the percentage of dogs from each jurisdiction times the two-year average actual budget attributable to sheltering; for licensing, it is the percentage of licenses sold in each jurisdiction times the budget; and field services are billed at an hourly rate

established by the VCAS.

The current VCAS formula is summarized as: The annual Payment for (Moorpark) equals:

$$\frac{A \text{ (Mrpk Dog Licenses prior 2 FYs(2012-13+2013-14) * E(FY 2014-15 Lic./Admin. Expenditures)}}{B \text{ (All Licenses issued within County through VCAS Prior 2 FYs(2012-13+2013-14))}} + \frac{C \text{ (Mrpk Dog Impounds prior 2 FYs(2012-13+2013-14) * F (VCAS (FY 2014-15 Sheltering Costs)}}{D \text{ (All Dogs Impounded within County through VCAS Contract Prior 2 FY)}}$$

Where:

A) equals the total number of dog licenses issued for dogs from City (City of Moorpark) over the two fiscal years preceding the one in which the services were rendered (multiplied by (E).

E) equals the amount appropriated by County for (VCAS) administration/licensing services countywide for the FY services were rendered, less that amount determined by the director of County's (VCAS) to be projected for administration costs which are not associated with licensing services. [Divided by (B)].

B) equals the value "A" (City of Moorpark dog licenses issued the past two FY) plus the number of dog licenses issued by County for dogs from all of the cities except cities which are parties to other agreements to with County similar to this agreement, and for dogs from the unincorporated territory of County over the past two FY preceding the one in which the services were rendered.

The second half of the formula deals with calculating shelter costs for each City and is worded as follows:

C) equals the total number of dogs impounded from City (City of Moorpark) over the two fiscal years preceding the one in which the services were rendered [multiplied by (F)] listed below.

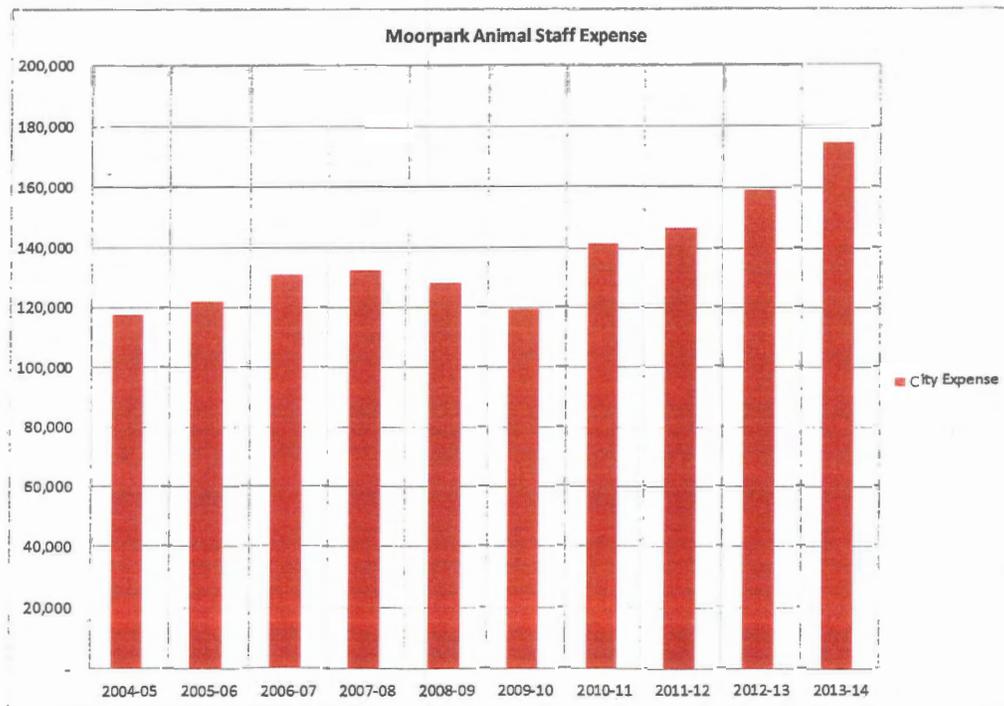
F) equals the amount appropriated by County (VCAS) for animal regulation shelter services countywide for the FY in which the services were rendered, plus the amount determined by the director of County VCAS to be projected for administration costs associated with sheltering services. [Divided by (D)] listed below.

D) equals the value "C" (City of Moorpark dogs impounded the past two FY) plus the total the number of dogs impounded by County for dogs from all of the cities except cities which are parties to other agreements to with

County similar to this agreement, and for dogs from the unincorporated territory of County over the past two FY preceding the one in which the services were rendered.

The proposed formulas will use actual costs from the previous quarter year (three months) as factor for the six or more cost recovery centers identified, or to be identified in the proposed Agreement. While this may be a good thing for cost management, it may also results in more volatility in the cost to the City for VCAS services. This volatility may come from two possible sources: 1) Cost will fluctuate quarterly instead of being averaged over two years; and 2) Cost projections are not available for certain functions, such as rabies suppression, bite investigations, and nuisance hearings. The proposed “a la carte” menu of services may encourage the cities to be more conscious of the costs of services, and to seek alternatives where appropriate.

The uncertainties in how the proposed Agreement and the Service Level Request form will work may make it impossible to provide accurate cost projections at this time. Staff believes the VCAS estimate that the City’s net cost of \$15,419 for FY 2015-16 may be a significant under-estimation. However, the new cost proposal may enable the City to adjust services to keep costs in line. Additionally, the City may also be able to better control the licensing program in order to increase net revenue.



Moorpark Animal Services Program Costs						
	VCAS Contract	City Expense	Total Program Cost	License Revenue	Other Revenue*	Net Cost to General Fund
FY 2013-14	\$ 194,859	\$ 146,295	\$ 341,154	\$ 153,282	\$ 10,622	\$(177,250)

* Includes redemption fees, impound fees, sale of animals, etc.

The table above provides a view of total costs, including the General Fund contribution for the program. The next table shows possible rate scenarios.

Projected License Fee Revenue at Various Rates						
		Current	Option 1	Option 2	Option 3	Option 4
Unaltered		\$75.00	\$80.00	\$85.00	\$90.00	\$95.00
Altered		\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
Avg. Per License:		\$28.67	\$31.68	\$34.70	\$37.72	\$40.74
Dog Population:	7,731	Projected Dog License Revenue				
Compliance Rate:	70%	\$155,134	\$171,464	\$187,793	\$204,123	\$220,453
Compliance Rate:	85%	\$188,377	\$208,206	\$228,035	\$247,864	\$267,693
Cat Population:	8,446	Projected Cat License Revenue				
Compliance Rate:	70%	\$118,244	\$147,805	\$177,366	\$206,927	\$236,488
Compliance Rate:	85%	\$143,582	\$179,478	\$215,373	\$251,269	\$287,164
Total		Projected Cat and Dog License Revenue Combined				
Compliance Rate:	70%	\$273,378	\$319,269	\$365,159	\$411,050	\$456,941
Compliance Rate:	85%	\$331,959	\$387,683	\$443,408	\$499,132	\$554,857

- The automated citation program appears to be assisting in achieving license compliance.

- Implement the American Veterinary Association model ordinance requiring mandatory reporting of all rabies vaccinations for cats and dogs.
- Countywide cat licensing. Additional revenue from more effective cat licensing (as shown in the table above may significantly improve program revenue.
- Countywide livestock registration fees.
- Improve licensing compliance. Moorpark is above average with about 70% compliance in dog licenses. Other cities are at 50% or below. Cat licensing is negligible in Moorpark, and has not been adopted in other county jurisdictions except in Oxnard. Operating at levels achieved by other counties, such Los Angeles and Santa Barbara, and with mandatory rabies reporting, license compliance might reach as high as 85%. Successful license canvassing programs in other counties tend to use permanent staff. As indicated above, in FY 2013-14 the General Fund contributed \$177,250 to the animal program, or about 52% of the \$341,154 total cost of the City's Animal Program. The General Fund subsidy will increase if City and VCAS costs continue to outpace growth in pet license revenue.

STAFF RECOMMENDATION

Approve the Animal Services Agreement, subject to final language approval by the City Manager and City Attorney, for a term of one (1) year with up to three (3) one-year extensions; and direct staff to explore alternative means to deliver animal services and revenue enhancements.

- Exhibits:
1. Moorpark Animal Service Statistics
 2. Animal Services Agreement
 3. Attachment A - Service Level Request form
 4. VCAS comparison of Existing and Proposed Agreements
 5. VCAS FY 2014-15 Cost Distribution Calculation

Exhibit 1

Moorpark Animal Services Activity Report					
FY2013-14					
Activity	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
City Activity					
City Dead Animal Removal	30	21	25	26	102
City Loose Animal	61	52	73	47	233
City Barking complaints	44	17	32	25	118
City Leash Law / Animal waste	47	45	41	30	163
City Other	74	47	34	74	229
City Cat related calls	10	5	10	11	36
City Staff Licenses Sold	124	88	133	87	432
City Total Calls	390	275	348	300	1,313
City Staff Dogs to Shelter	9	11	11	12	43
City Staff Cats to Shelter	3	4	4	7	18
City Staff Wildlife to Rescue/Shelter	7	2	20	4	33
City Total Animal to Shelter/Rescue	19	17	35	23	94
Dogs Impounded	62	59	52	48	221
Adopted to Public	18	24	16	20	78
Destroyed	14	7	19	20	60
Died, Escaped, etc.	3	0	0	0	3
Reclaimed by Owner	22	22	13	7	64
Transferred/Rescue	5	6	4	1	16
Relinquished by Owner	0	0	0	0	0
Cats Impounded	17	28	0	25	70
Adopted to Public	6	14	0	4	24
Destroyed	11	9	5	13	38
Died, Escaped, etc.	0	1	0	1	2
Reclaimed by Owner	0	3	0	5	8
Transferred/Rescue	0	1	1	2	4
Relinquished by Owner	0	0	0	0	0
Misc. Animals Impounded	15	16	25	21	77
Livestock Impounded	0	0	0	0	0
Dead Animal Pickup	17	22	9	19	67
Animal Bite Reports	25	17	20	17	79
Field Licensing Hours	0.0	0.0	0.0	0.0	0.0
Additional Service Hours	0.0	0.0	0.0	0.0	0.0
Base Service Hours	47.0	35.0	40.0	40.0	162.0
Licenses issued	1266	1183	1260	1,637	5,346
Altered	1177	1089	1202	1,533	5,001
Unaltered	89	94	58	104	345
Revenue	Quarter 1	Quarter 2	Quarter 3	Quarter 4	YTD
Licenses	\$36,940	\$32,845	\$34,947	\$48,550	\$153,282
Sale of Animals	\$869	\$1,438	\$940	\$988	\$4,235
Service	\$1,280	\$1,455	\$1,466	\$2,186	\$6,387
Other	\$0	\$0	\$0	\$0	\$0
Total	\$39,089	\$35,738	\$37,353	\$51,724	\$163,904
Expense					
Base Contract	1000.7210.7210.9102				
Cost	\$48,625	\$48,625	\$48,625	\$48,625	\$194,500
Revenue	-\$39,089	-\$35,738	-\$37,353	-\$51,724	-\$163,904
Subtotal	\$9,536	\$12,887	\$11,272	-\$3,099	\$30,596
Additional Services					
Leash Law Enforcement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

ANIMAL SERVICES AGREEMENT

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COUNTY OF VENTURA AND CITY OF _____

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ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF _____

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF _____, hereinafter referred to as the City.

RECITALS

- a. The City is desirous of contracting with the County for the performance of animal services described herein by the County.
- b. The County is agreeable to rendering such services on the terms and conditions set forth in this Agreement.

1.0 AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES

- 1.1 The County agrees, through the Animal Services Division of the Department of Public Health ("Animal Services"), to provide animal services to the City as set forth herein and in the attached Service Level Request (Attachment A), as it may be amended by the parties from time to time.
- 1.2 Such services shall comply with applicable County ordinance, the municipal code of the City and the statutes of the State of California. The County will provide only those services set forth in the attached Service Level Request.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 All City employees who work in conjunction with Animal Services pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any City personnel performing services hereunder. The County shall not be liable for compensation or indemnity to any City employee or agent of the City for injury or sickness arising out of his/her employment.

2.2 All County employees who perform services for the City pursuant to this Agreement shall remain employees of the County and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder. The City shall 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.

3.0 AMENDMENT OF SERVICE LEVEL REQUEST FORM

3.1 The City agrees to provide to the County a proposed Service Level Request form annually, by no later than January 31, for the upcoming contract year commencing July 1. By no later than March 1, the parties shall agree to the terms of the Service Level Request for the upcoming contract year, which shall be signed by both parties and attached to this Agreement as an amendment. If the parties fail to reach agreement on the terms of the Service Level Request by March 1, this Agreement shall expire at the end of the then current contract year.

4.0 PERFORMANCE OF AGREEMENT

4.1 The County shall furnish and supply all labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 The County, in its sole and exclusive discretion, shall determine the specific days and specific hours that any County animal shelter shall be open to the public and the staffing of the County animal shelters; however, the County will open its animal shelters to the public on at least five calendar days per week. The County will notify the City regarding any changes in hours and days that its animal shelters are open to the public.

5.0 INDEMNIFICATION

5.1 The County shall defend, indemnify and hold harmless City, its agents, officials, officers, representatives, and employees, from and against all

claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the County, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.

- 5.2 The City shall defend, indemnify and hold harmless County, its agents, officials, officers, representatives and employees, from and against all claims, lawsuits, liabilities or damages arising from the sole and exclusive negligence of the City, its agents, employees, and subcontractors, and employees thereof in the performance or nonperformance of this Agreement.
- 5.3 Each party agrees to provide the indemnifying party with written notification of any claim within thirty calendar days of notice thereof and shall cooperate with the indemnifying party in the defense of the claim.
- 5.4 Each party's right to, and responsibility for, indemnification shall survive the termination of this Agreement.

6.0 TERM OF AGREEMENT

- 6.1 Unless sooner terminated as provided for herein, this Agreement shall be effective July 1, _____, and shall remain in effect until June 30, _____.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five successive periods of one year each.

7.0 RIGHT OF TERMINATION

- 7.1 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 90 days before the date specified for such termination.
- 7.2 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination (including, but not limited to, payment for services already rendered), and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 RATES FOR SERVICES AND CREDIT FOR REVENUES

- 8.1 The City shall pay for the services provided under the then current Service Level Request (Attachment A) in accordance with the provisions thereof.
- 8.2 The rates indicated in the Service Level Request shall be readjusted by the County annually effective the first day of July each year to reflect the reasonable average cost of such service in accordance with the policies and procedures for the determination of such rate as adopted by the County Board of Supervisors and in compliance with Government Code section 54985.
- 8.3 The County shall credit the City with the following revenues paid by City residents toward the amounts owed by the City for services provided under the City's Service Level Request in Attachment A: revenues received from City animal licenses (less applicable license processing fees); revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by the City's residents if the animal is redeemed within the first three days of an animal stay each time an animal is admitted to a County shelter; and revenues from administrative citations and civil penalties (less administrative processing costs).
- 8.4 The County shall retain any the following fees paid by City residents without crediting such fees toward the amounts owned by the City for services provided under the City's Service Level Request in Attachment A: revenues from redemption fees (consisting of impound fees, board fees, quarantine fees, and microchipping fees) paid by City residents for any day after the first three days of an animal stay each time an animal is admitted to a County shelter; adoption fees; spay/neuter fees (and other veterinary fees for services); copying fees; return check charges; euthanasia and disposal fees; pickup and disposal of dead animal fees; cremation fees; owner relinquishment of animal fees; capture and transport fees; license fees for other than dog and cat licenses; permit fees; and inspection fees.

9.0 PAYMENT PROCEDURES

- 9.1 The County shall invoice the City during October for services performed during the period July 1 through September 30; during January for services performed during the period October 1 through December 31; during April for services performed during the period January 1 through March 31; and during July for services performed during the period April 1 through June 30; and the City shall pay the County all undisputed amounts within 30 days after the date of said invoice.
- 9.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 30 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 9.3 Interest shall be calculated at the rate of two percent (2%) 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 the resolution was memorialized.

10.0 RECORD RETENTION

- 10.1 The County shall maintain adequate financial records during the term of this Agreement to document its cost of providing services under this Agreement. The County shall retain financial records for a period of seven years after payment for services under this Agreement, and shall make such financial records available for inspection to the City, or the City's designee, upon reasonable notice. The City shall ensure such records are handled in a manner consistent with all applicable privacy laws and all laws related to public records.

11.0 NOTICES

- 11.1 All notices (excluding invoices) required by, or related to, this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this

Agreement shall refuse to accept such mail; the parties to this Agreement shall promptly inform the other party of any change of address. All notices required by this Agreement are effective on the date of receipt, unless otherwise indicated herein. The mailing address of each party to the Agreement is as follows:

CITY: City Manager
City of

COUNTY Director, Animal Services Division
(attn: Tara Diller)
600 Aviation Drive
Camarillo, California 93010

12.0 SEVERABILITY

12.1 If a court of competent jurisdiction declares any provision of this Agreement, or application thereof to any person or circumstances to be unenforceable or in violation of law, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

13.0 WAIVER

13.1 Waiver of any default or breach of this Agreement shall not be considered a waiver of any subsequent default or breach, nor shall it be considered a modification of the terms of this Agreement.

14.0 ENTIRE AGREEMENT

14.1 This Agreement, including Attachment A hereto and any amendment thereof, constitutes the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. 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.

IN WITNESS WHEREOF, the County and the City enter into this Agreement as of the last date set forth below.

COUNTY OF VENTURA

Dated: _____

By _____
TARA DILLER
Director, Animal Services

CITY OF _____

Dated: _____

By _____
City of _____, City Manager

ATTEST:

By _____
City Clerk Date

APPROVED AS TO FORM:

By _____
City Attorney Date

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

FY 2015-16 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits

Shelter Services

As may be required, the County shall provide shelter services to the City for all those animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) as a result of: confiscation, requests for euthanasia, owner surrender, owner return, pick-up of stray animals and transfers. For animals originating in the City, the County shall provide the following shelter services: impoundment, boarding, quarantine, veterinary services, euthanasia services, over-the-counter animal license sales, animal adoptions, and disposal of dead animals. Impounded animals will be vaccinated and provided necessary care, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Animal Services website as soon as practicable to assist the City's residents in reclaiming a missing pet. The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters.

The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the Ventura County Animal Services approved schedule of rates and fees accruing up to the time of such redemption.

The City shall be charged for its proportion of the total County shelter service costs on the basis of the City's percentage of the total animal intakes at the County's animal shelters originating from all jurisdictions served by the County's shelters. The County's total cost of providing shelter services will be multiplied by the City's

City of _____

percentage of animal intakes compared to total animal intakes, adjusted quarterly in arrears, and charged by the County to the City on a quarterly basis. If any current contracting jurisdiction terminates its contract with the County, the County will make every practicable effort to reduce the County's variable shelter operating costs which are based on the volume of shelter animals served (including, but not limited to, personnel costs), in order to keep total County shelter service costs at the lowest reasonable level.

In the event of an animal intake at a County animal shelter originating from the City due to any police request and/or pending court case that results in a County shelter stay of more than 15 days, the County shall charge the City for shelter services according to the Ventura County Animal Services approved schedule of rates and fees for each day that each such animal receives services.

Field Services

At the election of the City, the County shall provide the City with the following field services as may be required: responding to calls for service; pick up of dead animals; capture and transportation of animals; license, permit and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances in violation of Ventura County Ordinance Code section 4467 or an equivalent municipal code provision; assistance with animal evacuations due to disaster or emergency; and similar or related field services. The City shall be charged according to the standard hourly rate for field services set forth in the Ventura County Animal Services approved schedule of rates and fees based on actual hours expended, and the City shall identify a not to exceed amount for field services per fiscal year, as well as the average level of service that the City authorizes the County to provide per week. The County shall notify the City in writing on a quarterly basis regarding actual hours expended for field services to the City, to enable the City to make the determination of whether the City wishes to authorize a higher annual not to exceed amount for field services. The County shall be under no obligation to provide the City with any field services in excess of the City's identified not to exceed amount.

In the event the City declines to have the County perform field services, the City shall be responsible for:

- (i) Scanning animals for an existing microchip and making all efforts to reunite a lost animal with its owner based on any microchip information prior to transporting that animal to a County shelter;

- (ii) Making all efforts to use information available from any animal's personal ID tag or a pet license to reunite a lost animal with its owner prior to transporting that animal to a County shelter;
- (iii) Vaccinating an animal with current standard vaccinations identified by Animal Services prior to transporting that animal to a County shelter; and
- (iv) Taking a digital photograph of an animal, and loading the digital photograph and other pertinent animal information onto the Animal Shelter's computer information system for tracking animals subject to impoundment after an animal has been transported to a County shelter.

Rabies Control

At the election of the City, the County shall provide the City with the following rabies control program as may be required: response and investigation of reported animal bite and intimate contact cases to establish that state mandated quarantine procedures are complied with. This includes a follow-up visit to verify the health of the animal after quarantine. Shelter quarantine will be at the discretion of the County.

Animal Nuisance Hearings

At the election of the City, the County shall provide the City with the services of one Hearing Officer and one administrative assistant to conduct animal nuisance hearings for animal nuisance complaints (based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision) originating within the boundaries of the City. The County shall charge the City according to the standard hourly rate (for salary and fringe benefits) of the actual Hearing Officer and administrative assistant providing services based on the actual hours expended per hearing. The County will not conduct animal nuisance hearings for a violation of local leash law absent nuisance based on violation of Ventura County Ordinance Code section 4467 or its equivalent City municipal code provision.

Animal License Processing per License

At the election of the City, the County shall provide the City with animal license processing services at the annual fiscal year cost of \$3.00 per applicable cat or dog license for each animal within the boundaries of the City. The County shall mail license renewal notices to the animal owner of record; and when the renewal and payment are received, the County will process licenses. City residents can use the County's online weblicensing feature at no additional cost to the City. Licenses will be required before the County will release an animal to a resident of the City. The City animal license fees that the County collects (less the County's license processing fee) will be credited to the City

City of _____

quarterly in arrears against the amount that the City owes the County under the parties' animal services agreement.

Administrative Citation Processing

At the election of the City, the County, either directly, or through a County agreement with a County vendor, shall provide the City with administrative citation processing services at the annual fiscal year cost of \$5.00 per citation for citations issued to animal owners within the boundaries of the City. The citation processing services provided to the City shall be substantially equivalent to any services that the County contracts for with respect to processing of County administrative citations. In the event that the County reaches a determination, in its sole and exclusive discretion, that it no longer desires to provide administrative citation processing services to the City, the County shall provide the City with 60 days prior written notice before ceasing to provide such services.

License Canvassing

At the election of the City, the County shall provide the City with license canvassing services within the boundaries of the City. The County shall charge the City according to the standard hourly rate set forth in the Ventura County Animal Services approved schedule of rates and fees for license team canvassing based on actual hours expended, and the City shall identify a not to exceed amount for license canvassing per fiscal year. The County shall promptly notify the City in writing when the City reaches 80% of its existing not to exceed amount, to enable the City to make the determination of whether the City wishes to authorize a higher not to exceed amount for license canvassing. The County shall be under no obligation to provide the City with any license canvassing services in excess of the City's identified not to exceed amount.

Part Two: Specific Service Requests and Approvals

The County will provide the City with the services authorized below:

- Shelter Services. The City authorizes the County to provide shelter services for animals originating within the boundaries of the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One of this Agreement.

Field Services:

- The City authorizes the County to provide field services at a not to exceed amount during fiscal year 2015-16 of _____; with field services of _____ hours per week, to be provided by the County to the City,

City of _____

according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.

- The City declines to have the County provide field services.

Rabies Control

- The City authorizes the County to provide rabies control services.
- The City declines to have the County provide rabies control services.

Animal Nuisance Hearings:

- The City authorizes the County to conduct animal nuisance hearings during fiscal year 2015-16 according to the terms and conditions set forth in Part One. The City hereby agrees to the County's enforcement of the City's municipal code provisions in conducting animal nuisance hearings, and the City agrees to enact, and maintain in full force and effect, municipal code provisions substantially equivalent to Ventura County Ordinance Code section 4467.
- The City declines to have the County conduct animal nuisance hearings.

Animal License Processing:

- The City authorizes the County to provide animal license processing services for the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One.
 - The City has adopted the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees.
 - The City has adopted the following license fees that differ from the license fees set forth in the Ventura County Animal Services approved schedule of rates and fees:

Specify:

Current City license fees were adopted by the City on _____, 20_____.

- The City declines to have the County provide animal license processing.

City of _____

Administrative Citation Processing:

- The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2015-16 according to the terms and conditions set forth in Part One.
- The City declines to have the County provide administrative citation processing services.

License Canvassing:

- The City authorizes the County to provide license canvassing services within the boundaries of the City at a not to exceed amount during fiscal year 2015-16 of _____.
- The City declines to have the County provide license canvassing services.

CITY OF _____

COUNTY OF VENTURA

Signature: _____
[Title of Authorized Representative]

Signature: _____
[Title of Authorized Representative]

Date: _____

Date: _____

City of _____

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Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
1	A	Agreement Services	state laws, rabies vaccination, licensing	1.0	1.1	Agreement Services	only as set forth herein and in Services Level Request (attachment A)	Why no - spay/neuter program? Automatic rabies vaccination reporting by vets?
				4.0	4.1	Performance of Agreement	County to furnish all necessary resources	performance standards?
				4.0	4.2	Performance of Agreement	City can provide more resources	
1	B	enforcement services	Issue City animal related citations	Attach A	Part Two	Specific Service Requests and Approvals - Administrative Citations	City authorizes or declines county administrative citation services. Fee4Serv	currently free

Exhibit 4

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
1	C	enforcement services	cost of abandoned/stray animal pickup if sick, injured, or dead included in shelter formula	Attach A	Part One	Field Services 1	At city's option, County will provide: answering calls for service; pick up of dead animals; capture and transport; license and permit inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of animal abuse; nuisance complaints city or county Ord 4467; emergency evacuations assistance; and similar services. City charged at standard hourly rate on actual hours, City to set annual not-to-exceed amount, and avg. level of service per week.	
2		Shelter services	County will enforce Shelter and Field services same as Unc. Shelter, prosecution of violators, etc.	Attach A	Part One	Shelter Services 1	Shelter services all City animals whether picked up or dropped off in accordance with state law (listed in detail). County at sole and exclusive discretion determines public and non-public hours of operation and staffing at county animal shelters	Need commitment to "Open Access" for public, advance notice to city of changes in hours and staffing.

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				4.0	4.3	Performance of Agreement	County at sole discretion determines shelter public hours and shelter staffing	City need notification timeframe of changes to either
				1.0	1.1	Agreement Services	only as set forth herein and in Services Level Request (attachment A)	
3		Shelter services	veterinary services to impounded animals at county cost (mandate PC 597f)	Attach A	Part One	Shelter Services 3	City charged for county shelter service on a quarterly basis for life of pet's impoundment	City will pay for the first 5 days, after that, it's on County's dime.
4		Shelter services	City's impounds to Shelter	Attach A	Part One	Shelter Services 1	Shelter services all City animals whether picked up or dropped off in accordance with state law (listed in detail). County at sole and exclusive discretion determines public and non-public hours of operation and staffing at county animal shelters	Need commitment to "Open Access" for public, advance notice to city of changes in hours and staffing.
5		Additional Services	More §1,2,3,4, or canvass City for unlicensed dogs. Fee4Serv	1.0	1.1	Agreement Services	only as set forth herein and in Services Level Request (attachment A)	
6		Additional Services	Other unspecified services, if resources available. Fee4Serv	1.0	1.1	Agreement Services	only as set forth herein and in Services Level Request (attachment A)	

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
7		Rate for services, credit for revenue	<p>Formula - (#City Licenses * VCAS Admin + Licensing budget) / # all licenses for 2 years; plus (# City dogs impounded * VCAS shelter budget + shelter admin) / # all licenses for 2 years</p> <p>County can increase amount paid by City by decreasing its level of effort in Unc for licenses sold and/or impounds.</p>	3.0	3.1	Service Level Request Form	<p>Annual City Service Level Request Form due Jan. 31 for next FY. Feb. 1 deadline City-County agreement on service levels, or Agr. expires 7/1.</p>	<p>Tight deadline for cities, no deadline for county to propose costs. No option to meet and negotiate.</p> <p>Existing formula is bad. Using US Census population figures might be much more equitable. Going to fee for service demands more timely cost projections. (Why can't VCAS prepare budget in February like County Stormwater and Calleguas Creek?)</p>
7		Rate for services, credit for revenue	full credit for license sales and impound fees		8.3	City credits	Licenses, Redemption fees (when redeemed within 3 days), and Citations civil penalties, less admin fees	What is definition of admin fees?
			Actual costs unknown until county budget adopted	8.0	8.2	Rate for services, credit for revenue	Rates adjusted every July 1 after BOS adopts budget per Govt Code §5498.	If county BOS fails to adjust rates prior and provide a detailed VCAS budget by April 1, existing rates stay in effect for next FY

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				8.0	8.1	Rate for services, credit for revenue	City to pay for Services Level Request (attachment A)	Camarillo projects 50% cost increase, rates for license processing and canvassing may be counter productive
				8.0	8.4	County retained fees	County keeps redemption fees, after 3 days Fees for adoption, spay/neuter, euthanasia, pickup dead animals, disposal of animals, capture transport, inspection, owner relinquishment, misc. License fees for other than cats and dogs	County keeps money, but City pays to warehouse animal
8		Additional Services	Canvassing, etc. at actual cost less any credits from §7. Fee4Serv	Attach A	Part One	License Canvassing	At election of City, County will provide license canvassing at standard hourly rate, county will notify when 80% of NTE amount is reached	
9		Cost Recovery	if in arrears, county can take other city funds on deposit	9.0	9.1	Payment Procedures	Quarterly invoice, pay in 30	
					9.2	Payment Procedures	interest charged after 60 days	

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
					9.3	Payment Procedures	7% interest rate	
					9.4	Payment Procedures	if in arrears 60 days, county can take other city funds on deposit w/o further notice notwithstanding Govt Code §907	
10		Forms	City to provide its logo at no cost					
11		Ordinance	City's Ord must be substantially identical to county's, as amended from time to time.	Attach A	Part One	Field Services 1	At city's option, County will provide services of city Ord	
12		Admin personnel	County employees not City employees when enforcing City Ord.					
13		Admin personnel	No city liability for county staff.	2.0	2.2	Admin personnel	No city liability for County staff	
14		Admin personnel	No county liability for city staff.	2.0	2.1	Admin personnel	No County liability for City staff	
15		Liability	mutual hold harmless.	5.0	5.1	Indemnification	County holds City harmless	
				5.0	5.2	Indemnification	City holds county harmless	

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				5.0	5.3	Indemnification	Each notifies the other of claims within 30 days	
					5.4		Indemnification survives Agr	
16		Notices	City Manager VCAS Director	11.0	11.1	notices	City Manager VCAS Director	
17/ Amend #1 1997		Term	Evergreen without end. Terminate w/o cause on May 31 w/30 days notice or within 90 days of receiving County final budget, terminate with 90 days notice to county. 25% of annual cost penalty if terminated other than May 31.	6.0	6.1	Term of Agr	to be determined	1-3 years max
				6.0	6.2	Term of Agr	If mutual, up to five 1-year extensions	
				7.0	7.1	Right of Termination	either may terminate as of July 1 with 90 days notice	7.1 and 7.2 conflict
				7.0	7.2	Right of Termination	At any other time with 180 days notice	7.1 and 7.2 conflict

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				7.0	7.3	Right of Termination	settle obligations, release from new obligations	
				7.0	1.2	Right of Termination	comply with County, City Ords and statutes	silent on state mandates
				10.0	10.1	Record Retention	four years	
				12.0	12.1	Severability	remaining provisions remain in force	
				13.0	13.1	Waiver	waiver of any default or breach not considered waiver of any subsequent default or breach, or a modification of Agr	
				14.0	14.1	Entire Agreement		
				Attach A	Part One	Shelter Services 2	Owner pays fees when animal is redeemed	
				Attach A	Part One	Shelter Services 4	City charged for law enforcement impounds after first 15 days. (currently in shelter cost)	The requesting law enforcement agency (VCSO, FBI, DEA, HS, District Attorney) should pay. Not a city responsibility. Or city at its option can make own arrangements.

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				Attach A	Part One	Rabies Control	At election of City, County will provide a rabies control program - investigate animal bites, intimate contact cases to establish that stat mandated quarantine procedures are complied with.	state mandate
				Attach A	Part One	Animal Nuisance Hearings	At election of City, County will provide Nuisance hearing services for nuisance complaints city or county Ord 4467, except for leash law violations. City will pay for Hearing Officer and assistant wage + benefits.	included in current shelter cost formula, City should do its own hearings
				Attach A	Part One	Animal License Processing per License	At election of City, County will provide Animal License Processing per License at an annual cost TBD. Revenue less processing costs credited to city.	included in current license formula
				Attach A	Part One	Administrative Auto Citation Processing	At election of City, County will provide at a cost per citations TBD	offered for free in 2014
				Attach A	Part Two	Specific Service Requests and Approvals - Shelter Services	City authorizes shelter services for FY ____	included in current shelter cost formula

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				Attach A	Part Two	Specific Service Requests and Approvals - Field Services	City authorizes field services for FY ____, at ____ hours per week, according to terms of part One. City accepts county's enforcement of city code. Or, City declines field services.	currently Fee4Serv - City to enforce City Codes not County Employees
				Attach A	Part Two	Specific Service Requests and Approvals - Rabies Control	City authorizes or declines county rabies control services	state mandate
				Attach A	Part Two	Specific Service Requests and Approvals - Nuisance Hearings	City authorizes or declines county nuisance hearing services	county cannot invoice until Findings and Orders released
				Attach A	Part Two	Specific Service Requests and Approvals - License Processing	City authorizes or declines county animal licensing services	included in current license formula

Ventura County Animal Services (VCAS) Agreement Comparison

VCAS Agreement Old				VCAS Agreement New				
Existing 1987				Proposed 2015				
Section	Paragraph	Subject	Description	Section	Paragraph	Subject	Description	Remarks
				Attach A	Part One	Field Services 2	If City performs field services, city shall be responsible for: (i) scanning animals for microchip, follow up (ii) make effort to reunite animal with owner (iii) Vaccinating animal per county standards prior to transport to shelter (iv) taking a digital photograph of animal and upload to county site	(iii) vaccinating animal is not acceptable. Requires training, medicine dispensing authority Rest may be OK

**COUNTY OF VENTURA
ANIMAL SERVICES
FY 2014-15
COST DISTRIBUTION CALCULATION**

	Licensing	Sheltering & Care	Licensing and Sheltering & Care				Leash Law	Total	Revenue	Net	Jan, Feb, Mar 2014 Revenue Credit	X4
	FY 14-15 Estimated Cost	FY 14-15 Estimated Cost	FY 14-15 Total Estimated Cost	FY 13-14 Estimated Cost	FY 13-14 Estimated Cost + 2% CPI	Lower of FY 14-15 or FY 13-14 + CPI	Leash Law Amount	Projected Net City Cost FY14-15	Projected City Revenue FY14-15	Projected Net City Cost FY14-15		
Camarillo	94.5	334.3	428.8	381.4	389.0	389.0	109.1	498.1	291.8	206.3	72,960	291,840
Fillmore	12.1	101.1	113.2	85.4	87.1	87.1	11.9	99.0	32.1	66.8	8,036	32,144
Moorpark	61.9	124.4	186.3	194.5	198.4	186.3	-	186.3	149.4	36.9	37,353	149,412
Ojai	9.9	42.8	52.6	51.7	52.7	52.6	27.3	79.9	25.1	54.8	6,271	25,084
Oxnard	-	1,698.7	1,698.7	1,069.6	1,091.0	1,091.0	-	1,091.0	96.2	994.8	24,055	96,220
Port Hueneme	18.0	178.8	196.8	138.5	141.3	141.3	13.2	154.5	76.0	78.5	18,999	75,996
Simi Valley	172.9	443.1	616.1	599.2	611.2	611.2	91.5	702.7	421.0	281.7	105,249	420,996
Ventura	108.2	439.2	547.4	474.5	484.0	484.0	55.9	539.9	272.1	267.7	68,033	272,132
Unincorporated	110.3	524.8	635.1	538.2	549.0	549.0	-	549.0	-	549.0	-	-
	587.8	3,887.2	4,475.0	3,533.0	3,603.7	3,591.5	308.9	3,900.4	1,363.8	2,536.6		

Source: County of Ventura Health Care Agency