

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** Jessica Sandifer, Program Manager 

**DATE:** June 6, 2016 (CC Meeting of June 15, 2016)

**SUBJECT:** Consider Revised Service Level Request to the 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. 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. 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%.

In April 2015, the City Council approved the updated Animal Services Agreement which contained the following changes:

- Programs are defined so it is known what services are delivered, and their costs outlined in a Service Level Request Form.
- Rabies suppression activity is charged by the hour.

- Bite investigations are charged by the hour.
- Establishes new administrative fees.
- Changes the type of animals that are charged to the City from dogs and cats to all animals, including bunnies and livestock.
- Allows VCAS at its sole discretion and without notice to change any aspect of the programs provided, including policy matters, hours of operation, outreach and promotional programs.
- Allows cities such as Moorpark to adopt their own fee schedule.
- Requires that City staff process their own impounded animal. To help out with the intakes, instead of dropping an animal off at the shelter, City staff vaccinates cats and dogs at the shelter, enters data, takes photo, and scans for microchip.

Under the new agreement, in addition to the other items that the City elected to pay for, the City also paid for shelter services. The shelter service costs were allocated to the cities based on their percentage of animal intakes. So if Moorpark's animal intakes in the quarter are 3.5%, the City was charged 3.5% of the shelter service costs for the quarter. Shelter service costs include: shelter services, veterinary costs, and a portion of administrative budget allocated to the shelter and veterinary costs.

## **DISCUSSION**

After the implementation of the new agreement and service level request form, an unanticipated effect of the current shelter services formula occurred when the City of Oxnard significantly reduced their percentage of intakes. This greatly increased the other cities' share of shelter service costs. Due to this increase to the cities, the Board of Supervisors authorized an amendment to the current agreement that capped the costs based on the FY 15/16 animal services budget, rather than the actual costs, which stabilized the animal services costs for the remainder of the current fiscal year.

VCAS held meetings with the Animal Services Commission and city staff to determine a new cost methodology that would stabilize the costs paid by the cities, but also allow the County to meet its cost recovery goals. The new cost methodology is based on a fixed-variable allocation of costs and is outlined below:

- The base charge will consist of 70% of the actual costs attributable to the City in the prior fiscal year for shelter services.
- The variable charge will consist of the product of 30% of the average cost per animal multiplied by actual animal intakes from the City in the quarter. The average cost per animal used to calculate the variable charge shall be determined by dividing the County's total costs for shelter services (including

veterinary and administrative services) budgeted in the current fiscal year by the total number of animal intakes during the prior calendar year.

- At the end of the fiscal year, the County will prepare a reconciliation comparing:
  - a) County billings to contracting jurisdictions for shelter services during that fiscal year; and
  - b) the LESSER of the County's budgeted annual amount for shelter services or the County's actual costs for shelter services during the same period (not including shelter services costs for the unincorporated areas).

The difference will be either credited or charged to the City based on its percentage of County Animal shelter intakes for the fiscal year, and will be included on the County's invoice to the contracting jurisdictions for services provided during the fourth quarter.

The County is also making a few other changes relevant to recovery of the cost of animal nuisance hearings, animal cruelty and neglect cases and clarification on administrative citations and provision of field services for emergency situations.

The cost methodology as proposed allows the City to budget more reliably for our animal services contract costs, but also gives us the flexibility to reduce costs if we are successful in reducing our shelter intakes. The continuance of the "a la carte" menu of animal services items also provides the City the opportunity to control costs paid to the County, by allowing the City to perform certain tasks with our own staff.

There are some other items that staff is recommending changing for the current Agreement term. For instance, during the previous Agreement term, the City had elected to perform most of the animal services tasks with our own staff. We did not have any hours included for County field services, rabies suppression, or nuisance hearings. For this Agreement term, staff is recommending including minimal field service hours for emergency situations that City staff cannot respond to and provision of animal nuisance hearings. The City has a minimal number of animal nuisance hearings per year and it is less costly to pay the County to assist us with the hearings, rather than setting up our own process with our own hearing officer. We are also going to be opting out of the automatic administrative citation processing during this Agreement term. The volume of citations that were issued created an excessive burden on City Animal Control staff to review. In addition, it was discovered that some of the citations were issued to dog owners who had already paid for their license or provided rabies information. Although initially staff felt that issuance of automatic citations would have increased licensing revenues, the amount of staff time required to review them and the number of citations

that end up being dismissed because the owners had already complied, did not make the process worthwhile.

### **FISCAL IMPACT**

The new cost allocation methodology should stabilize and make the animal service costs to the City more predictable. The projected costs for animal services for the FY 2016/17 are \$172,000. Revenue is anticipated at \$140,500 for FY 2016/17 making the net cost to the City for FY 2016/17 \$31,500, exclusive of City in-house costs. This is a 32% decrease over FY 2015/16 year-to-date costs, but a 32% increase over FY 2014/15 actual costs. As mentioned, the costs to the City increased in FY 2015/16 due to Oxnard's deduction in shelter intakes. However, a result of attaining "no kill" status is that the County's shelter and veterinary costs have increased almost 50% over the last two fiscal years. These costs are being passed along to the cities.

A few items should be noted regarding the projected costs for FY 2016/17. First, the projected revenues do not account for the City's increased license cost of \$30/per animal/year. So there is potential for the net cost to the City to decrease with the increased cost of an animal license in Moorpark. Secondly, the County adopted the ability to pay a multi-year license (up to 3 years). The effect of the multi-year license on revenue has not been fully evaluated. The purchase of the multi-year licenses will inflate revenues for the first year for which they are purchased, but will decrease revenues for during the next two years. This could result in the City's costs fluctuating over the term of the multi-year license.

### **STAFF RECOMMENDATION**

Approve Amendment to Attachment A (Service Level Request Form) to the Animal Services Agreement.

Attachment:

Animal Services Agreement – Revised Attachment A – Service Level Request Form

ATTACHMENT 1

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

CITY OF

\_\_\_\_\_

FY \_\_\_\_\_ 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, disposal of dead animals and related administrative services. 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 incurred during the fiscal year identified above as set forth below. The County shall bill the City on a quarterly basis for shelter services based on a combination of a base charge and a variable charge, as follows:

City of \_\_\_\_\_

1. The base charge will consist of 70 percent of the actual costs attributable to the City in the prior fiscal year for shelter services (including veterinary and administrative services). The base charge will be billed quarterly to the City at 25 percent per quarter.
2. The variable charge will consist of the product of 30 percent of the average cost per animal multiplied by actual County shelter animal intakes from the City in the quarter. The average cost per animal used to calculate the variable charge shall be determined by dividing the County's total costs for shelter services (including veterinary and administrative services) budgeted in the current fiscal year by the total number of animal intakes during the prior calendar year.
3. Following the end of the fiscal year, the County will prepare a reconciliation comparing (a) County billings to contracting jurisdictions for shelter services during that fiscal year and (b) the lesser of the County's budgeted annual amount for shelter services or the County's actual costs for shelter services during the same period (not including imputed charges incurred for shelter services for the unincorporated areas). The difference will be either credited or charged to each contracting jurisdiction based on that contracting jurisdiction's percentage of County animal shelter intakes for the fiscal year, and will be included on the County's invoice to the contracting jurisdictions for services provided during the fourth quarter.

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 shelter services. Should an animal cruelty or neglect investigation regarding an animal originating from the City result in a court case, the City is responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

City of \_\_\_\_\_

### **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.

City of \_\_\_\_\_

### **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. Should there be an appeal from the findings and orders of the Hearing Officer after an animal nuisance hearing regarding an animal originating from the City, the City will be responsible for reimbursing the County for all resulting costs, including, but not limited to, attorneys' fees and costs incurred by the County, according to the schedule of rates and fees adopted by the County.

### **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 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 shall provide the City with administrative citation processing services 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' City of \_\_\_\_\_

prior written notice before ceasing to provide such services. The County will provide the following administrative citation processing services to the City contingent upon the City's reimbursement of actual County costs incurred (including, but not limited to, actual costs charged by the County's General Services Agency for mailing and processing of citations and the cost of one hour per month for the services of a Supervising Animal Control Officer): generate auto citations in Chameleon software; send files to the General Services Agency for processing; receive and review auto citation files from the General Services Agency to ensure accuracy; send reviewed and completed files to the General Services Agency for processing and mailing to animal owners; receive and store finalized PDF file from the General Services Agency; generate email notification to the City's staff with PDF files for further collection and appeals; receive, through a Supervising Animal Control Officer, communication from City staff regarding citizen appeals when necessary; and receive updates from the City regarding customer data to be updated, with the County updating data in Chameleon software.

The City will be solely responsible for collections once citations are issued to animal owners and for paying for collections, including, but not limited to, costs for contracted collections services. The City will be solely responsible for processing any administrative appeals from citations issued. The County will not be responsible for collections or processing administrative appeals from citations.

### **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 \_\_\_\_\_ according to the terms and conditions set forth in Part One of this Agreement.

City of \_\_\_\_\_

Field Services:

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

City of \_\_\_\_\_

Specify:

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

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

Administrative Citation Processing:

- The City authorizes the County to provide administrative citation processing services for the City during fiscal year \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_