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AGENDA
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Council Chambers, 305 West Third Street
June 25, 2019
Regular Meeting - 2:00 to 3:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the May 28, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Police Department

SUBJECT: Animal Safety Unit Update and FY 19-20 Animal Shelter Agreement. (10/5/5)

RECOMMENDATION: That the Public Safety Committee:

1. Receive a report from staff on animal safety services within the City; and
2. Recommend that City Council approve and authorize the Mayor to execute a one year-agreement

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

(A-8151) with the County of Ventura Public Health Agency for animal sheltering services, in an amount not to exceed \$2,113,884 (or net value of \$1,333,884 based on credit of projected animal licensing revenue of \$780,000), for Fiscal Year 2019-2020.

Contact: Scott Whitney, (805) 385-7624

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

DRAFT
MINUTES
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Regular Meeting
May 28, 2019

A. ROLL CALL / POSTING OF AGENDA

At 2:02 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Public Safety Committee in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Vianey Lopez, Carmen Ramirez, and Chair Bryan MacDonald were present.

Staff members present were Alexander Nguyen, City Manager; Kenneth Rozell, Assistant City Attorney; Sharon Giles, Police Commander; Eric Sonstegard, Assistant Police Chief; Elizabeth Rubalcava, Assistant City Clerk; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Safety Committee approve the minutes of the May 14, 2019 Regular Meeting as presented.

It was moved by Member Ramirez, seconded by Member Lopez, to approve the minutes as presented. VOTE: Lopez, Ramirez, and MacDonald voted in favor; the motion carried 3-0.

D. REPORTS

Police Department

1. SUBJECT: Enterprise Fleet Management Contract.

RECOMMENDATION: That the Public Safety Committee recommend that City Council approve and authorize the Mayor to execute a three-year agreement (Contract number A-8136) with Enterprise Fleet Management, Inc., along with the Master Equity Lease Agreement for vehicle leasing with Enterprise FM Trust of Delaware, for detective and support staff vehicles in an amount not to exceed \$675,000.

The Police Commander gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Lopez, seconded by Member Ramirez, to approve the recommended action as presented. VOTE: Lopez, Ramirez, and MacDonald voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

Member Ramirez restated her prior request for a report on pedestrian safety.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 2:16 p.m.

MICHELLE ASCENCION, CMC
City Clerk

BRYAN MACDONALD
Chair

DRAFT



PUBLIC SAFETY COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1.

DATE: June 25, 2019

TO: Public Safety Committee

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Animal Safety Unit Update and FY 19-20 Animal Shelter Agreement. (10/5/5)

RECOMMENDATION

That the Public Safety Committee:

1. Receive a report from staff on animal safety services within the City; and
2. Recommend that City Council approve and authorize the Mayor to execute a one year-agreement (A-8151) with the County of Ventura Public Health Agency for animal sheltering services, in an amount not to exceed \$2,113,884 (or net value of \$1,333,884 based on credit of projected animal licensing revenue of \$780,000), for Fiscal Year 2019-2020.

BACKGROUND

The attached animal services agreement (Attachment 1) with the County of Ventura Animal Services (VCAS) would replace the existing agreement.

Under the terms of agreement A-8151 (the "Agreement"), VCAS 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 VCAS website as soon as practicable to assist the City's residents in reclaiming a missing pet.

The City entered into an agreement with VCAS in FY 18-19 for services including animal shelter, as well as statutory and regulatory issues such as rabies control, and other mandates for local animal control. Under the FY 18-19 contract, costs are distributed amongst eight (8) Ventura County cities, including Oxnard and unincorporated areas of Ventura County. The costs are based on VCAS operating and administrative costs, licensing costs, and field staff services.

On June 5, 2012, the Ventura County Board of Supervisors reorganized VCAS, making it a division in the County's 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. In calendar year 2018, VCAS had a 93.7% Asilomar Live Release Rate=Asilomar Live Release Rate is a formula that provides the percentage of animals with an assigned outcome (adoption, return to owner, transfer, euthanasia, shelter death, etc) that left the facility with a Live Outcome (adoption, return to owner, etc). The formula provides a uniform method for collecting and reporting shelter data.

VCAS costs have risen each year. The FY 17-18 agreement of \$1,854,979 was a 9.8% increase from FY 16-17. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The proposed FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19.

In FY 19-20, VCAS will be taking over animal licensing for the City. There is a projected revenue increase due to a

more efficient licensing process, a slight increase in animal licensing fees and the ability to process administrative citations through a third party vendor for delinquent fees. The actual revenue for calendar year 2018 was \$480,375. VCAS projects revenue of \$780,000 that will bring the net value of the agreement down to \$1,333,884.

	VCAS Cost	% Difference
FY 15-16	\$1,669,329	-
FY 16-17	\$1,689,554	+1.2%
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

Under the terms of the Agreement, the cost to each city or unincorporated county area is a proportion of the total VCAS budget, which is based on the City's percentage of total animal intakes at the County's animal shelter. The VCAS Shelter Services FY 19-20 budget is \$5,820,893. This is an increase of \$70,464 from the VCAS Shelter Services FY 18-19 budget. The increase is due to administrative costs, shelter services costs and veterinary costs.

Once the VCAS budget is projected, contract cities are provided their estimated shelter services agreement costs for the next fiscal year. This cost is based on the previous calendar year's animal intake and distributed by intake percentage to each city and unincorporated county area. The City has the highest total animal intake percentage (impound by Animal Safety, owner surrender, etc.) as compared to the rest of the County. In 2018, although the number of animal intakes decreased slightly (from 4,196 to 4,112) when compared to the County cities overall, the percentage of animal intake from the City increased 1.8%, (from 34.3% to 36.1%). The 1.8% increase in animal intake contributes to approximately \$128,000 in increased costs to the City. The City's proportion of the overall VCAS budget, based on the 36.1% intake percentage, is projected at \$2,113,884.

	2018 Animal Intake	2017 Animal Intake	2016 Animal Intake
Oxnard	4,112 (36.3%)	4,196(34.1%)	3,947(37.2%)
County Areas	2,494 (22%)	2,864(23.3%)	1,971(18.5%)
Simi Valley	1,360 (12%)	1,363(11.1%)	1,306(12.3%)

Ventura	1,249 (11%)	1,555(12.6%)	1,253(11.8%)
Camarillo	1,174 (10.4%)	1,223(9.9%)	1,109(10.4%)
Port Hueneme	409 (3.6%)	432 (3.5%)	470 (4.4%)
Moorpark	283 (2.5%)	245 (2.0%)	321 (3.0%)
Fillmore	198 (1.7%)	320 (2.6%)	192 (2.8%)
Ojai	44 (0.4%)	109(0.9%)	20(0.5%)

In FY 19-20, the City will turn over animal licensing duties to VCAS. There was a need to find a more efficient method of providing services to the community. VCAS provides a knowledgeable and experienced resource for animal licensing services, as they provide licensing services to the majority of the County. VCAS has the ability to send out renewal notices to animal owners by mail and email, provide an on-line licensing option, offer multi-year licensing options and a discount to senior-aged community members. Many of these options were not available to community members previously. As a result, and due to increases in VCAS' fee schedule and the increase of cost per license to the City (\$4 to \$6), license fees for animals licensed within the City will increase by \$5 per license to match those currently being offered by VCAS.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

The financial impact to the General Fund is \$1.4 million, the estimated net payment to the County, as set forth in FY2019-2020 budget.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. VCAS Agreement
2. Service Level Req VCAS-001 (1)
3. PSC Presentation D1 Animal Safety Unit and VCAS Agreement (1)

ANIMAL SERVICES AGREEMENT

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COUNTY OF VENTURA AND CITY OF OXNARD

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**ANIMAL SERVICES AGREEMENT
COUNTY OF VENTURA AND CITY OF OXNARD**

THIS AGREEMENT is made by and between the COUNTY OF VENTURA, hereinafter referred to as the County, and the CITY OF OXNARD, 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 Ventura County Health Care Agency ("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, 2019, and shall remain in effect until June 30, 2020.
- 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 of the following fees paid by City residents without crediting such fees toward the amounts owed 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 Oxnard
Attn: Alexander Nguyen
300 West Third Street, Fourth Floor
Oxnard, CA 93030

COUNTY Director, Animal Services Division
Attn: Jackie Rose
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: 5/29/19

By [Signature]
Jackie Rose
Director, Animal Services

CITY OF OXNARD

Dated: _____

By _____
TIMOTHY FLYNN
City of Oxnard, Mayor

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

OXNARD

FY 2019-2020 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 Oxnard

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, pending court case and/or stay that results in a 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.

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 provided by Animal Services after an animal has been transported 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 there is compliance with state mandated quarantine procedures. 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 Oxnard

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 (i) 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 and (ii) any alleged violation of existing animal nuisance orders previously issued to an animal owner. 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 (including, but not limited to, the filing of a petition for writ of mandate under Code of Civil Procedure sections 1085 and/or 1094.5), 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 \$6.00 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 of Oxnard

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. 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 2019-2020 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 2019-2020 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 authorizes the County to provide field services only for emergency calls (requests for an animal services officer by law enforcement or fire personnel, vicious animal at large threatening the public, wild animal at large in City area, livestock at large and in sight, stray animal bite with the animal at large or confined by a non-owner) at a not to exceed amount of 50 hours for the fiscal year. This level of service is intended to provide emergency response on an as-needed basis from the County on behalf of a City that employs its own field services when requested by the City and the County is able to respond. 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:

City of Oxnard

- ☐ The City authorizes the County to conduct animal nuisance hearings during fiscal year 2019-2020 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 hereby further agrees that, whether or not set forth in the municipal code provisions, the animal nuisance hearings hereby authorized include hearings on any alleged violation of existing animal nuisance orders previously issued to an animal owner.

The City hereby agrees that this authorization shall not be effective, and the County shall not be obligated to conduct any animal nuisance hearings for the City during the specified fiscal year, if the County checks the box below declining to conduct such hearings. If the County so declines, the City will be responsible for providing a hearing officer to preside over animal nuisance hearings involving alleged nuisance animals residing within the City's jurisdictional limits. In all cases in which the City is responsible for conducting animal nuisance hearings, the County will refer animal nuisance cases after investigation to the City for selection of a hearing officer and noticing of the hearing. A knowledgeable animal control officer familiar with the animal nuisance investigation, if requested by the City, required by the hearing officer, or subpoenaed by any party, will attend the animal nuisance hearing and be available to answer questions posed by the hearing officer, complainant and animal owner. The City will reimburse the County for the attendance of any animal control officer at the animal nuisance hearing pursuant to the hourly rate approved by the County Board of Supervisors.

- ☒ The City declines to have the County conduct animal nuisance hearings.
- ☐ The County declines to conduct animal nuisance hearings for the City during the fiscal year specified above.

Animal License Processing:

- ☒ The City authorizes the County to provide animal license processing services for the City during fiscal year 2019-2020 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.

Administrative Citation Processing:

- ☐ The City authorizes the County to provide administrative citation processing services for the City during fiscal year 2019-2020 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 2019-2020 of _____
- ☒ The City declines to have the County provide license canvassing services.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____

Date: _____

Signature: Jackie Rose

Jackie Rose, Director of Animal Services

Date: 5/24/19

Oxnard Public Safety Committee Meeting

June 25, 2019

Animal Safety Unit Yearly Report and FY 19-20 County of Ventura Public Health Animal Shelter Services Agreement

**Eric Sonstegard, Assistant Police Chief
Denise Shadinger, Commander
Tim Kelley, Sergeant**



Presentation Objectives

Provide an overview of the Animal Safety Unit, including:

- Services provided to the community
- Animal Services Agreement costs and fees

Recommend the Public Safety Committee recommend that City Council approve and authorize the mayor to:

- sign a one year agreement for FY 19-20 with the County of Ventura Public Health Agency for animal safety services.

Animal Safety Unit

Purpose

Provide State mandated and City services relating to animal safety and animal protection.

To promote and protect public safety through education and animal law enforcement



State Mandated Services

Include:

- Rabies control
 - Animal licensing
 - Require rabies vaccination of licensed animals
 - Seize and impound reported stray animals
 - Investigate animal bite incidents
 - Quarantine animal(s) involved in bite incidents
- Animal shelter services
 - done through agreement with Ventura County Animal Services (VCAS)



City Services

These services, while not State mandated, promote quality of life in the community:

- Emergency treatment for injured animals
- Active patrol for leash law violations and strays
- Cruelty investigations
- Responding to nuisance complaints (barking dogs)
- Promoting responsible animal ownership
- Public information and education
- Dead animal retrieval



Animal Safety Unit Staff

One (1) Senior Animal Safety Officer (Vacant)
One (1) Animal Safety Officer

For a majority of the 18/19 fiscal year, ASU has been staffed with only one Animal Safety Officer. The staffing vacancies were due to the Sr. Animal Safety Officer and a second Animal Safety Officer accepting positions in other City Departments. This greatly impacted the service ASU was able to provide to the community.



Animal Safety Unit Measurable Activity

In 2018, the Animal Safety Unit:

- Handled 3,745 calls for service
- Took in \$480,375 in licensing revenue
 - Licensed 15,643 dogs
 - Licensed 1,720 cats
- Impounded over 3,000 stray dogs and cats
(does not include owner surrender to the shelter)

Increasing Shelter Costs

FY 16-17	\$1,689,554	
FY 17-18	\$1,854,979	+9.8%
FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%

The costs reflect a percentage of the VCAS FY Budget. The percentage is based on the prior calendar year's animal intake.

- FY 19-20 VCAS budget is \$5,820,893.
- 2018 animal intake percentage was 36.1%
- Increase of 1.8% in animal intake from 2017

FY 2018/19 VCAS Agreement

Shelter Services

- Provided to animals originating from confiscation, requests for euthanasia, owner surrender, pick-up of stray animals and animals returned to owner
- Includes impoundment, boarding, quarantine, veterinary services, euthanasia, animal adoptions, disposal of dead animals, vaccinations, care, food, and shelter in accordance with state law.
- Posting of impounded animals to VCAS website to assist owners in reclaiming their animals

FY 2018/19 VCAS Agreement

Provide License Services

- City animal licenses will transfer over to VCAS
- VCAS will process all animal licenses
- VCAS will send renewal notices to animal owners
- Animal owners will have access to renew animal licenses online
- Licenses fees (minus \$6/license processing fee) will be credited to the amount the City owes each quarter.

FY 2018/19 VCAS Agreement

- Provide Shelter Services
 - Projected Animal Shelter Costs
 - \$2,113,884
- Provide Animal License Services
 - Projected Animal Licensing Revenue
 - \$780,000

*“Protecting our Community
with Exceptional Service”*