

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Council Chambers, 305 West Third Street
May 12, 2020
Regular Meeting - 2:00 to 3:15 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 12:00 p.m. on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 12:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

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 March 10, 2020 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

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)

D. REPORTS

1. Police Department

SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services. (10/5/5)

RECOMMENDATION: That the Public Safety Committee recommend the City Council approve and authorize the Mayor to execute a five year agreement (A-8151) with Ventura County Animal Services (VCAS) for animal safety services, in the amount of \$2,324,778 for FY 20-21.

Contact: Scott Whitney, (805) 385-7624

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
PUBLIC SAFETY COMMITTEE
Regular Meeting
March 10, 2020

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

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 at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Member Vianey Lopez and Chair Bryan A. MacDonald were present; Member Carmen Ramirez was absent.

Staff members present were Alexander Nguyen, City Manager; Jason Zaragoza, Deputy City Attorney; Denise Shadinger, Police Commander; 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 February 25, 2020 regular meeting as presented.

It was moved by Member Lopez, seconded by Chair MacDonald, to approve the minutes as presented.

VOTE: Lopez and MacDonald voted in favor of approval; the minutes were approved 2-0.

D. REPORTS

Police Department

1. SUBJECT: Office of Traffic Safety Selective Traffic Enforcement Program Grant.

RECOMMENDATION: That the Public Safety Committee recommend the City Council adopt a resolution authorizing:

1. The City Manager to apply for \$435,596.27 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for the FY 2020-2021 Selective Traffic Enforcement Program (S.T.E.P.);
2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of OTS funds; and
4. The Chief of Police or designee to submit all program related progress or status reports.

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

It was moved by Chair MacDonald, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.

- 2. SUBJECT: Office of Traffic Safety Pedestrian and Bicycle Safety Program Grant.
RECOMMENDATION: That the Public Safety Committee recommend the City Council adopt a resolution authorizing:
 - 1. The City Manager to apply for \$46,335.95 in grant funds from the State of California, Office of Traffic Safety (OTS), to be used for Pedestrian and Bicycle Safety;
 - 2. The City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
 - 3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of OTS funds; and
 - 4. The Chief of Police or designee to submit all program related progress or status reports.

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

It was moved by Chair MacDonald, seconded by Member Lopez, to approve the recommended action as presented. VOTE: Lopez and MacDonald voted in favor; the motion carried 2-0.

E. ITEMS FOR FUTURE AGENDAS (No requests were made.)

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 2:17 p.m.

MICHELLE ASCENCION, CMC
 City Clerk

BRYAN A. MACDONALD
 Chair



PUBLIC SAFETY COMMITTEE AGENDA REPORT
REPORTS
AGENDA ITEM NO. D.1

DATE: May 12, 2020
TO: Public Safety Committee
FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org
SUBJECT: Agreement for Animal Safety Services with Ventura County Animal Services. (10/5/5)

RECOMMENDATION

That the Public Safety Committee recommend the City Council approve and authorize the Mayor to execute a five year agreement (A-8151) with Ventura County Animal Services (VCAS) for animal safety services, in the amount of \$2,324,778 for FY 20-21.

BACKGROUND

The attached animal services agreement (Attachment A) 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 among 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.

VCAS costs have risen each year due to increases in personnel related costs, medical supplies and veterinary care. The FY 18-19 agreement of \$1,948,039 was a 5% increase from FY 17-18. The FY 19-20 agreement of \$2,113,884 is an 8.5% increase from FY 18-19. The proposed FY 20-21 agreement of \$2,324,778 is a 9.9% increase from FY 19-20.

Table with 3 columns: Year, VCAS Cost, % Difference. Rows include FY 16-17 and FY 17-18.

FY 18-19	\$1,948,039	+5%
FY 19-20	\$2,113,884	+8.5%
FY 20-21	\$2,324,778	+9.9%

Previously, under the terms of the Agreement, the City was charged for its proportion of the total VCAS service costs based on the City's percentage of total animal intakes at the County's animal shelter. The costs were divided among all of the contract cities and unincorporated areas of the county based on their respective animal intakes for the previous calendar year.

During this five year agreement, the costs will be divided based on a new billing methodology that calculates the pro-rata costs to cities looking at a historical calendar year animal intake figure using a 3-year weighted average. There will be a built-in 5% annual budget increase to the Animal Care budget each year for the next 5-years. Each year of the agreement, the Police Department will complete an agreement amendment for the cost of that fiscal year.

The VCAS budget is a consortium of costs shared by the eight (8) contract cities and the County. Cities and the County pay their pro-rata share based on the weighted average of animal intakes. There will be no annual “true-up” costs, which means if the City went over the projected number of animal intakes for that fiscal year’s agreement, there would be no additional costs.

The table below shows the costs for all cities and the unincorporated areas of the County for FY 20-21. This allocation of costs is based on an overall cost to run the shelter of \$6,114,294.90 that is shared by the eight (8) participating cities and the County based on a 3-year weighted average of animal intakes to the shelter. The column on the far right titled “FY 20-21 Animal Care Cost” is the actual animal care costs for the City for the upcoming fiscal year.

	2019 Intake	2018 Intake	2017 Intake	3-Year Weighted Average	FY 20-21 Animal Care Cost
<i>Camarillo</i>	<i>1158 - 9.9%</i>	<i>1174 - 10.4%</i>	<i>1223 - 9.9%</i>	<i>10.02%</i>	<i>\$612,656.95</i>
<i>Fillmore</i>	<i>235 - 2.0%</i>	<i>198 - 1.7%</i>	<i>320 - 2.6%</i>	<i>2.09%</i>	<i>\$127,815.94</i>
<i>Moorpark</i>	<i>364 - 3.1%</i>	<i>283 - 2.5%</i>	<i>245 - 2.0%</i>	<i>2.68%</i>	<i>\$163,647.90</i>
<i>Ojai</i>	<i>82 - .07%</i>	<i>44 - .04%</i>	<i>109 - 0.9%</i>	<i>.67%</i>	<i>\$40,882.28</i>
Oxnard	4340 - 37.1%	4112 - 36.3%	4196 - 34.1%	36.13%	\$2,209,123.85
<i>Port Hueneme</i>	<i>413 - 3.5%</i>	<i>409 - 3.6%</i>	<i>432 - 3.5%</i>	<i>3.54%</i>	<i>\$216,673.95</i>
<i>Simi Valley</i>	<i>1327 - 11.3%</i>	<i>1360 - 12.0%</i>	<i>1363 - 11.1%</i>	<i>11.44%</i>	<i>\$699,268.49</i>

<i>Ventura</i>	<i>1355 - 11.6%</i>	<i>1249 - 11.0%</i>	<i>1555 - 12.6%</i>	<i>11.70%</i>	<i>\$715,439.65</i>
<i>County</i>	<i>2438 - 20.8%</i>	<i>2494 - 22%</i>	<i>2864 - 23.3%</i>	<i>21.73%</i>	<i>\$1,328,785.89</i>
Total Intake	11712	11323	12307	-	6,114,294.90

There are also costs associated with emergency field services and license processing. The City has used VCAS to provide emergency services during the periods where we did not have any field staff, which has been most of FY 19-20. The previous field service rate was \$60 per hour. The field service rate will increase in FY 20-21 to \$90 per hour. The table below shows an estimated cost of field services for FY 20-21. License processing fees are \$6 per license processed.

FY 20-21 Agreement Estimates	
3-YR Weighted Average of Animal Intakes	36.13%
Shelter Costs	\$2,209,124
Field Services	\$4,500
License Processing \$6/License	\$110,154
Chameleon Access/Server Costs	\$1,000
Total Costs	\$2,324,778

In FY 19-20, the City turned over animal licensing duties to VCAS. Due to limited staffing, which has caused the decrease in available hours at the service center for the community to perform in-person animal licensing, there was a need to find a more efficient method of providing services to the community. The service was fully implemented by mid-September. In FY 20-21, the City will see a full year of revenue from VCAS animal licensing. The revenue from animal licensing offsets the amount paid to VCAS for services and is seen as a credit on quarterly invoices.

The City also received revenue credit from animals that are claimed by their owners and fees are recovered by VCAS. The revenue generated from animal redemption also offsets the amount paid to VCAS for services and is seen as a credit on quarterly statements.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy.

FINANCIAL IMPACT

The contract amount of this agreement is \$2,324,778. The projected revenue from animal licensing and animal redemption for FY 20-21 is \$624,778. The FY20-21 General Fund Police Animal Safety Contracts & Services - Animal Shelter (Account No. 101-2106-802-8228) projected budgeted amount is \$1.7 million.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. Final Approved Animal Services Agreement_Oxnard
2. Service Level Request_Oxnard
3. FY 20-21 VCAS Agreement PP

ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA AND CITY OF OXNARD

PARAGRAPH	TITLE	PAGE
RECITALS	2
1.0	AGREEMENT TO PROVIDE SERVICES UNDER STATE AND LOCAL STATUTES.....	2
2.0	ADMINISTRATION OF PERSONNEL.....	2
3.0	AMENDMENT OF SERVICE LEVEL REQUEST FORM.....	3
4.0	PERFORMANCE OF AGREEMENT.....	3
5.0	INDEMNIFICATION.....	4
6.0	TERM OF AGREEMENT.....	4
7.0	RIGHT OF TERMINATION.....	4
8.0	RATES FOR SERVICES AND CREDIT FOR REVENUES	5
9.0	ATTORNEY FEES AND COSTS	5
10.0	PAYMENT PROCEDURES.....	6
11.0	RECORD RETENTION.....	6
12.0	NOTICES.....	7
13.0	SEVERABILITY.....	7
14.0	WAIVER.....	7
15.0	ENTIRE AGREEMENT.....	8
	SIGNATURES.....	8

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 its Animal Services Division (“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 ordinances, 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 or against 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 or 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 or against 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 or 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 February 15, for the upcoming contract year commencing July 1. By no later than April 15, 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 April 15, 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.

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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 under paragraph 5 of this Agreement within thirty (30) 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, 2020, and shall remain in effect until June 30, 2025.
- 6.2 Upon mutual agreement of the parties, this Agreement may be renewed for up to five (5) successive periods of one (1) 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 ninety (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 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 ATTORNEY FEES AND COSTS

- 9.1 In the event of any litigation (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5) arising in any way from this Agreement (including, but not limited to, any

Service Level Request) or the services provided under this Agreement (except for any litigation between the County and the City), the City shall pay or reimburse the County for all reasonable attorney fees and costs incurred by the County in connection with the litigation, including, but not limited to, attorney fees and costs incurred by the County on behalf of a hearing officer. In the event of any litigation between the City and the County, each party shall bear its own attorney fees and costs. The City's obligations under this paragraph shall survive the termination of this Agreement.

10.0 PAYMENT PROCEDURES

- 10.1 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 thirty (30) days after the date of said invoice.
- 10.2 If such payment is not delivered to the County office which is described on said invoice within sixty (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 thirty (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 sixty (60) days after the dispute resolution is memorialized.
- 10.3 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.

11.0 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 (7) 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.

12.0 NOTICES

12.1 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
(attn: Alexander Nguyen)
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

COUNTY Director, Animal Services
(attn: Jackie Rose)
600 Aviation Drive
Camarillo, California 93010

13.0 SEVERABILITY

13.1 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.

14.0 WAIVER

14.1 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.

15.0 ENTIRE AGREEMENT

15.1 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 _____
JACKIE ROSE
Director, Animal Services

CITY OF OXNARD

Dated: _____

By _____
ALEXANDER NGUYEN
City of Oxnard, 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

OXNARD

FY 2020-21 SERVICE LEVEL REQUEST

Part One: Available Services and Applicable Billing Rates and Credits

Animal Care Services

As may be required, the County shall provide animal care 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 animal care services: impoundment, sheltering, boarding, quarantine, veterinary services, euthanasia services, animal adoptions, disposal of dead animals, pet retention services, foster coordination, volunteer management, TNR (trap neuter return) services for cats 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 Ventura County Animal Services Division's ("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 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 animal care service costs incurred during the fiscal year identified above as set forth below. The

City of Oxnard

County shall bill the City on a quarterly basis for animal care services based on a weighted three (3) calendar year average of the City's pro rata animal intake percentage, as follows:

1. The three (3) year weighted average will be calculated so that fifty percent (50%) of the rate is based on the City's previous calendar year pro rata animal intake percentage relative to the usage by other cities and unincorporated areas of Ventura County, twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from two (2) years prior and twenty-five percent (25%) of the rate is based on the City's pro rata animal intake percentage from three (3) years prior, illustrated as follows:

Example:

Hypothetical animal care budget: **\$6,027,354**

Camarillo: $(10.4\% * .50) + (9.9\% * .25) + (10.4\% * .25) = 10.3\%$

Future year cost = 10.3% of \$6,027,354 = **\$620,817**

Payments of **\$155,204** made quarterly which will be reduced by any licensing revenue

	2018 INTAKE		2017 INTAKE		2016 INTAKE		FUTURE YEAR WEIGHTED AVG
Camarillo	1174	10.4%	1223	9.9%	1109	10.4%	10.3%
Fillmore	198	1.7%	320	2.6%	192	1.8%	2.0%
Moorpark	283	2.5%	245	2.0%	321	3.0%	2.5%
Ojai	44	0.4%	109	0.9%	50	0.5%	0.5%
Oxnard	4112	36.3%	4196	34.1%	3947	37.2%	36.0%
Port Hueneme	409	3.6%	432	3.5%	470	4.4%	3.8%
Simi Valley	1360	12.0%	1363	11.1%	1306	12.3%	11.8%
Ventura	1249	11.0%	1555	12.6%	1253	11.8%	11.6%
County	2494	22.0%	2864	23.3%	1971	18.5%	21.5%
Total Intake	11323	100.0%	12307	100.0%	10619	100.0%	100.0%

The animal care budget will be allocated among the participating cities and the County based on the weighted three (3) calendar year animal intake percentage formula

City of Oxnard

described above. The County's animal care budget shall follow the following five (5) year fixed-rate schedule:

- \$6,114,294.90 for fiscal year 2020-2021 (contract year 1)
- \$6,420,009.65 for fiscal year 2021-2022 (contract year 2)
- \$6,741,010.13 for fiscal year 2022-2023 (contract year 3)
- \$7,078,060.63 for fiscal year 2023-2024 (contract year 4)
- \$7,431,963.67 for fiscal year 2024-2025 (contract year 5)

In the event of any animal intake at a County animal shelter originating from the City due to any law enforcement request, pending court case (including, but not limited to, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall charge the City for animal care services according to Animal Services' approved schedule of rates and fees for each day that each such animal receives animal care 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 Animal Services' approved schedule of rates and fees based on actual hours expended. The City shall identify a budgeted amount for field services per fiscal year, as well as the average budgeted level of hours 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 in writing a higher budgeted annual amount for field services that are not state-mandated. The County will provide the City state-mandated field services, and the City agrees to pay the County's costs for all state-mandated field services, whether or not the City's budgeted amount or hours for field services have been exceeded. The County shall be under no obligation to provide the City with any non-state-mandated field services in excess of the City's budgeted cost and hours, in the absence of prior written City authorization to do so.

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 Animal Services' 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.

Animal Nuisance Hearings

At the election of the City, and contingent upon County consent, 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.

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 six dollars (\$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. 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 sixty (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 (1) hour per month for the services of a Field Services Manager): 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.

Part Two: Specific Service Requests and Approvals

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

- X** Animal Care Services. The City authorizes the County to provide animal care services for animals originating within the boundaries of the City during fiscal year 2020-21 according to the terms and conditions set forth in Part One of this Agreement. The cost of animal care services for the City will be \$2,209,123.85 for fiscal year 2020-21. Consistent with Section 8.3 of the parties' Animal Services Agreement, the County shall credit the City with revenues paid by City residents toward amounts owed by the City for services provided.

Field Services:

- The City authorizes the County to provide budgeted field services during fiscal year _____ of _____; with field services budgeted at _____ hours per week, to be provided by the County to the City, according to the terms and conditions set forth in Part One. If it appears that the City may exceed its budgeted cost and hours for field services: (i) the County will continue to provide additional state-mandated services to the City, and the City agrees to pay for those additional state-mandated services at the hourly rates approved by the County Board of Supervisors, and (ii) the County will only provide further field services that are not state-mandated to the City upon receipt of City written approval for such services, and the City agrees to pay for all such services authorized in writing by City personnel. The City hereby agrees to the County's enforcement of the City's municipal code provisions in providing field services.
- X** 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 100 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:

- The City authorizes the County to conduct animal nuisance hearings during fiscal year 2020-21 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; and the City also shall be responsible for ensuring that the City has in effect an ordinance providing authorization for the City to appoint a hearing officer to preside over animal nuisance hearings involving alleged animal nuisance violations by animals within the City. 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 2020-21 according to the terms and conditions set forth in Part One.
- The City has adopted the license fees set forth in 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 2020-21 according to the terms and conditions set forth in Part One.
- The City declines to have the County provide administrative citation processing services.

Chameleon Read Rights:

- The City requests read rights for Chameleon software and agrees to pay its portion of the actual County Information Technology Services Department server/portal/VPN costs. Costs will reflect the actual County Information Technology Services Department additional costs to host and maintain the server

for City read only rights to Chameleon and will be equally spread across all participating cities.

- The City declines to have the County provide Chameleon read rights.

CITY OF OXNARD

COUNTY OF VENTURA

Signature: _____
Alexander Nguyen, City Manager

Signature: _____
Jackie Rose, Director of Animal Services

Date: _____

Date: _____



Public Safety Committee

May 12, 2020

FY 20-21 Animal Safety Services Agreement

ERIC SONSTEGARD, ASSISTANT CHIEF

DENISE SHADINGER, COMMANDER



Presentation Objectives

- Provide an overview of the FY 20-21 Agreement for Animal Safety Services with Ventura County Animal Safety (VCAS)
- Receive a recommendation from the Public Safety Committee for the City Council to approve and authorize the Mayor to execute the agreement.

FY 20-21 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;
- Includes posting of impounded animals to VCAS website to assist owners in reclaiming their animals

3

FY 20-21 Agreement

Licensing Services:

- Process all animal licenses for the City
- Send renewal notices to animal owners
- Animal owners will have access to renew animal licenses on-line
- License fees (minus \$6 per license processing fee) will be credited to the amount the City owes each quarter

4

VCAS Agreement History

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%

Cost of the agreements reflect a percentage of the VCAS FY Budget.

The percentage attributed to the City was based on the prior calendar year's animal intake.

5

FY 20-21 Agreement

New Billing Methodology:

- Still a percentage of the VCAS FY Budget
- A consortium of costs shared by the eight (8) contract cities and County
- Percentage is now a 3-year weighted average of animal intakes
- No annual "true-ups"
- 5% built-in increase each year of the agreement
- Revenue is still a credit against amount owed on quarterly invoices

6

FY 20-21 Agreement

	2019 Intake	2018 Intake	2017 Intake	3-Yr Weighted Average	FY 20-21 Animal Care Cost
Camarillo	1158 – 9.9%	1174 – 10.4%	1223 – 9.9%	10.02%	\$612,565.95
Fillmore	235 – 2.0%	198 – 1.7%	320 – 2.6%	2.09%	\$127,815.94
Moorpark	364 – 3.1%	283 – 2.5%	245 – 2.0%	2.68%	\$163,647.90
Ojai	82 – 0.7%	44 – 0.4%	109 – 0.9%	.67%	\$40,882.28
Oxnard	4340 – 37.1%	4112 – 36.3%	4196 – 34.1%	36.13%	\$2,209,123.85
Port Hueneme	413 – 3.5%	409 – 3.6%	432 – 3.5%	3.54%	\$216,673.95
Simi Valley	1327 – 11.3%	1360 – 12.0%	1363 – 11.1%	11.44%	\$699,268.49
Ventura	1355 – 11.6%	1249 – 11.0%	1555 – 12.6%	11.70%	\$715,439.65
County	2438 – 20.8%	2494 – 22%	2864 – 23.3%	21.73%	\$1,238,785.89
Total Intake	11712	11323	12307	-	\$6,114,294.90

7

FY 20-21 Agreement

Shelter Services	\$2,209,123
Additional Projected Costs:	\$ 115,654
- Emergency Field Services, License Processing Fees, Chameleon Access/Server Costs	
<u>Projected Cost of Agreement</u>	<u>\$2,324,778</u>
Projected Revenue from Licensing:	\$ 624,778
Total Projected Cost of Agreement	\$1,700,000

8

Questions?

