

0150-12139-0000

**TRANSMITTAL**

TO  
The City Council

DATE  
08/10/2022

COUNCIL FILE NO.  
08-2600

FROM  
The Mayor

COUNCIL DISTRICT  
--

**Memorandum of Agreement between the Department of Animal Services and  
the City of Beverly Hills to provide Animal Care and Control Services**

Approved and transmitted for further processing.  
See the City Administrative Officer report attached.

  
MAYOR

(Andre Herndon for)

MWS:JR:04230003

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: August 4, 2022

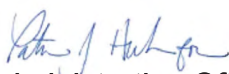
CAO File No. 0150-12139-0000

Council File No. 08-2600

Council District: --

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer



Reference: Transmittal from the Board of Animal Services Commissioners dated June 15, 2022

Subject: **MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF ANIMAL SERVICES AND THE CITY OF BEVERLY HILLS FOR ANIMAL CARE AND CONTROL SERVICES**

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### RECOMMENDATION

That the Council authorize the Department of Animal Services to execute a Memorandum of Agreement with the City of Beverly Hills to provide animal care and control services for a term of five years commencing January 1, 2022 through December 31, 2026, with future service rate adjustments in amounts necessary to maintain full cost recovery to the Department.

### SUMMARY

In accordance with Executive Directive No. 3, the Department of Animal Services transmitted a proposed Memorandum of Agreement (MOA) with the City of Beverly Hills to provide animal care and control services. The term of the proposed MOA is five years commencing January 1, 2022 through December 31, 2026.

Since 2008, the Department of Animal Services has entered into agreements with the City of Beverly Hills to provide animal care and control services (Contract Nos.: C-115071, C-126011, and C-126963). These services include the intake and care of stray animals, adoption services, and the issuing of permits and licensing.

On May 11, 2021, the Board of Animal Services Commissioners approved a six-month extension of Memorandum of Understanding C-126963 and instructed the Department to negotiate a new agreement with the City of Beverly Hills.

Under the terms of the proposed MOA, the Department will provide the following services to the City of Beverly Hills:

1. Intake and animal care for stray animals, owner relinquishments, and injured or sick wildlife;
2. Adoption services and other public services such as vaccination clinics;

3. Respond to calls for service forwarded to Beverly Hills for animals at-large, injured, potentially dangerous, or animals that are potentially victims of cruelty or inhumane treatment as defined by law;
4. Issue various licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register, and collect fees for same;
5. Issue permits for animal-related businesses and events and collect fees for same;
6. Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations;
7. Prepare documents necessary to assist in investigations and prosecution of cases involving animals;
8. Intake and care of animals impounded as evidence;
9. Conduct potentially dangerous animal investigations and administrative hearings;
10. Assist in animal evacuation or other emergency service requirements, as resources are available; and,
11. Provide public education information on animals, wildlife, pet ownership, and related topics in the form of webinars.

The following services are not included under the terms of the MOA:

1. Trapping and removal of wildlife or any animals for reasons of nuisance to residents or property owners;
2. Dead animal pickup;
3. Euthanasia by owner request upon relinquishment; and,
4. Administrative processes and hearings for barking dog complaints.

Under the new Memorandum of Agreement, the City of Beverly Hills will continue to fully reimburse the City for all costs incurred and service rates will be updated annually or as necessary. Beverly Hills will be billed monthly by the City for services provided during the previous month. The following table summarizes the proposed service rates for the first year under the new MOA, with subsequent year's rates to be determined, subject to applicable cost increases and changes to service rates.

<b>Service Description</b>	<b>Rate for 2022</b>
Monthly Administrative Overhead Costs	\$12,893.18
Office Hours – Animal Control Officer	\$109.15
One-time Intake	\$181.55
One-time Release	\$201.29
Shelter Animal - Daily Cost	\$187.06
Shelter Animal - Weekly Cost	\$1,371.50
Vaccinations after 14 days	\$9.12
Revolution and RHDV Vaccine (Rabbits)	\$20.00

The terms of the MOA do not provide for a maximum compensation amount payable to the City, in order to ensure that the Department is fully reimbursed for all services provided. The Agreement has been reviewed and approved by the City Attorney as to form.

## **FISCAL IMPACT STATEMENT**

There is no General Fund impact as the City of Beverly Hills will fully reimburse the City for the cost of services provided by the Department of Animal Services. In addition, any increase in costs realized through the provision of services to the City of Beverly Hills over the five-year term will result in an adjustment in the amounts necessary, in order to maintain full cost recovery to the Department for the services provided.

## **FINANCIAL POLICIES STATEMENT**

The recommendation stated in this report is in compliance with the City's Financial Policies in that ongoing revenues will support ongoing expenditures.

*MWS:JR:04230003*

Attachments

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

LARRY GROSS  
PRESIDENT

OLIVIA E. GARCIA  
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

**City of Los Angeles**

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**DEPARTMENT OF  
ANIMAL SERVICES**

221 N. Figueroa Street  
6<sup>TH</sup> Floor, Suite #600  
Los Angeles, CA 90012

(888) 452-7381  
FAX (213) 482-9511

ANNETTE G. RAMIREZ  
INTERIM GENERAL MANAGER

CURTIS R. WATTS  
ASSISTANT GENERAL MANAGER  
Administration

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

June 15, 2022

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
200 N. Spring Street, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
c/o City Clerk  
Room 395, City Hall  
200 N. Spring Street  
Los Angeles, CA 90012

Ms. Heleen Ramirez, Office of the Mayor

**RE: EXECUTIVE DIRECTIVE NO. 3 REVIEW OF THE PROPOSED MEMORANDUM OF  
AGREEMENT WITH THE CITY OF BEVERLY HILLS**

In accordance with the Mayor's Executive Directive No. 3, attached for your review is the proposed Memorandum of Agreement (MOA) with the City of Beverly Hills. The proposed MOA is to continue to provide animal care and control services to the City of Beverly Hills.

The proposed contract has been reviewed by the City Attorney as to form.

The following information is provided to assist with your review of the proposed contract. Should you have questions or need additional information regarding this request, please contact Sharon Lee, Senior Management Analyst II, at (213) 482-9554.

General Information		
Item	Information Requested	Information Provided
1	Title	Memorandum of Agreement with the City of Beverly Hills
2	Customer	City of Beverly Hills
3	Customer Address	455 North Rexford Drive Beverly Hills, CA 90210

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SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW OF THE PROPOSED MEMORANDUM OF AGREEMENT WITH THE CITY OF BEVERLY HILLS

4	Purpose	To continue to provide animal care and control services to the City of Beverly Hills.
5	Term	Five Years
6	Amount of Compensation	Cost Neutral
7	New Contract or Amendment?	New
8	Source of Funds	N/A
9	Council Approval	Yes
10	Appropriated Funds Available?	N/A
11	Names of Proposers and scores	N/A
12	RFP Advertisement Date	N/A
13	Funding compliance with City Financial Policies?	N/A
14	Additional information showing necessity to contract with contractor.	N/A
15	Approved by Board of Commissioners	April 26, 2022
<b>Compliance with City Contracting Requirements</b>		
1	Charter Section 1022	N/A
2	Risk Management Insurance Requirements	N/A
3	Standard Provisions	N/A
4	Business Inclusion Program	N/A
5	EBO/FSHO Compliance	N/A
6	DO Compliance	N/A
7	CRO Compliance	N/A
8	City Attorney Review	Approved by Steve Houchin, Deputy City Attorney, on 4/6/22
9	Percent of Workforce Residing in the City	N/A
10	MLO Bidder's Certification Form	N/A

Respectfully submitted,



Annette G. Ramirez  
Interim General Manager

c: Jacqueline Reyes, Office of the City Administrative Officer

Attachment: Board of Animal Services Commissioners Board Report with Memorandum of Agreement between the City of Beverly Hills and the City of Los Angeles

AGR:SCL:CG

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

LARRY GROSS  
PRESIDENT

OLIVIA E. GARCIA  
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

**City of Los Angeles**

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**DEPARTMENT OF  
ANIMAL SERVICES**  
221 N. Figueroa Street  
6<sup>TH</sup> Floor, Suite #600  
Los Angeles, CA 90012

(888) 452-7381  
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ANNETTE G. RAMIREZ  
INTERIM GENERAL MANAGER

CURTIS R. WATTS  
ASSISTANT GENERAL MANAGER  
Administration

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

**Report to the Board of Animal Services Commissioners**

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**MEETING DATE:** April 26, 2022

**PREPARED BY:** Sharon Lee

**REPORT DATE:** April 6, 2022

**TITLE:** Senior Management Analyst II

**SUBJECT: APPROVE A NEW MEMORANDUM OF AGREEMENT TO CONTINUE TO PROVIDE  
ANIMAL CARE AND CONTROL SERVICES TO THE CITY OF BEVERLY HILLS**

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**BOARD ACTION RECOMMENDED:**

1. **APPROVE** a new Memorandum of Agreement (MOA) with the City of Beverly Hills (Beverly Hills) to continue to provide animal care and control services beginning January 1, 2022 through December 31, 2026; and
2. **DIRECT** staff to transmit the MOA to the Office of the Mayor and subsequently to the City Council for approval; and
3. **AUTHORIZE** the General Manager to execute the MOA upon receipt of the necessary approvals.

**BACKGROUND:**

Since 2008, the Department of Animal Services (Department) has entered into agreements with Beverly Hills to provide animal regulation and animal care services to Beverly Hills, including the taking in of stray animals, adoption of animals, and licensing (Contract Numbers C-115071, C-126011, and C1-126963), the latest of which expired on December 31, 2021.

Because Beverly Hills desires to continue to contract with the City of Los Angeles (City) for its animal care and control services, the Board approved an extension to Memorandum of Understanding (C-126963) on May 11, 2021. The Board instructed the Department to negotiate a new agreement with Beverly Hills to be submitted to the Board for approval.

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**SUMMARY:**

The Department has completed its contract negotiations with Beverly Hills. The Department requests authority to execute the new five-year MOA effective January 1, 2022 through December 31, 2026 with future service rate adjustments in amounts necessary to maintain full cost recovery to the Department. To the extent resources are available, the Department will continue to provide the following services to Beverly Hills:

- Intake and animal care for stray animals, owner relinquishments, and injured or sick wildlife.
- Adoption services and other public services such as vaccination clinics.
- Respond to calls for service forwarded to Beverly Hills for animals at-large, injured, potentially dangerous, or animals that are potentially victims of cruelty or inhumane treatment as defined by law.
- Issue various licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register, and collect fees for same.
- Issue permits for animal-related businesses and events and collect fees for same.
- Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations.
- Prepare documents necessary to assist in investigations and prosecution of cases involving animals.
- Intake and care of animals impounded as evidence.
- Conduct potentially dangerous animal investigations and administrative hearings.
- Assist in animal evacuation or other emergency service requirements, as resources are available.
- Provide public education information on animals, wildlife, pet ownership, and related topics in the form of webinars.

**FISCAL IMPACT:**

Providing animal care and control services to Beverly Hills is cost neutral, that is, the amount reimbursed to the Department by Beverly Hills is the actual amount the Department expended to provide such services. Costs are fully recovered.



Report to the Board of Animal Services Commissioners  
SUBJECT: APPROVE A NEW MEMORANDUM OF AGREEMENT TO CONTINUE TO PROVIDE  
ANIMAL CARE AND CONTROL SERVICES TO THE CITY OF BEVERLY HILLS

---

Approved:



\_\_\_\_\_  
Annette G. Ramirez, Interim General Manager

Attachment: Memorandum of Agreement between the City of Beverly Hills and the City of Los Angeles

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**BOARD ACTION:**

<input checked="" type="checkbox"/>	Passed	Disapproved	<input type="checkbox"/>
<input type="checkbox"/>	Passed with noted modifications	Continued	<input type="checkbox"/>
<input type="checkbox"/>	Tabled	New Date	<input type="checkbox"/>



# City of Los Angeles Department of Animal Services

## MEMORANDUM OF AGREEMENT

WITH THE CITY OF BEVERLY HILLS

To Provide Animal Care and Control Services

City Contract Number: \_\_\_\_\_

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**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL SERVICES  
AND  
THE CITY OF BEVERLY HILLS  
FOR ANIMAL CARE AND CONTROL SERVICES**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is entered into as of January 1, 2022, upon attestation by the Office of the City Clerk ("Execution Date") between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Animal Services ("Department"), and the City of Beverly Hills, a municipal corporation ("Beverly Hills"). The City and Beverly Hills may hereafter be referred to individually as a "Party" and collectively as "Parties."

**WHEREAS**, since 2008 the City has entered into agreements with Beverly Hills to provide animal regulation and animal care services to Beverly Hills, including the taking in of stray animals, adoption of animals, and licensing (Contract Numbers C-115071, C-126011, and C-126963), the latest of which expired on December 31, 2021.

**WHEREAS**, the Parties desire to enter into this Agreement whereby the City will continue to provide animal care and control services to Beverly Hills.

**NOW THEREFORE**, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective Parties, it is agreed as follows:

**SECTION I. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE**

- A.** The representatives of the Parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

**The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:**

Annette G. Ramirez, Interim General Manager  
Department of Animal Services  
221 North Figueroa Street, Suite 600  
Los Angeles, California 90012  
Email: [annette.ramirez@lacity.org](mailto:annette.ramirez@lacity.org)

With copies to:

Contract Administrator  
Email: [ani.contracts@lacity.org](mailto:ani.contracts@lacity.org)

**The representative of Contractor shall be:**

Ryan Gohlich, AICP  
Director of Community Development  
City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210  
Email: [rgohlich@beverlyhills.org](mailto:rgohlich@beverlyhills.org)

- B. Formal notices, demands, and communications required hereunder by any Party shall be made in writing and communicated by U.S. mail or email.
- C. If the name, address, or contact information of the person designated to receive the notices, demands and communications changes, written notice shall be given to the other Parties within five business days of said change.

## **SECTION II. TERM**

Unless terminated earlier pursuant to this Agreement, the term of this Agreement shall be for five years from January 1, 2022 to December 31, 2026.

Due to the need for the City's services to be provided continuously and on an ongoing basis, the City may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## **SECTION III. PAYMENT AND BILLING**

Beverly Hills shall pay City for services rendered under this Agreement as set forth in this Section and Exhibit A, attached hereto and made part of this Agreement.

Payment Due: Payment shall be due in full to City within 30 days of receipt by Beverly Hills of an invoice from the City. Invoices shall be submitted by City by the 15th of the month following the service period. Submission of invoices by email is acceptable. Payment shall be in arrears for the services provided during the prior month if not paid within 30 days of receipt of an invoice for those services.

Fee Calculation: As set forth in Exhibit A, each month Beverly Hills shall owe the City's Monthly Administrative Overhead Cost for services provided during the billing period; plus the actual costs for each hour, or fraction thereof, that Department staff provide services; plus a one-time intake fee per animal; plus a one-time release fee per animal; plus a daily sheltered animal care cost fee per animal; plus vaccinations for animals after 14 days in the Department's care; and plus Revolution and RHDV vaccines for rabbits.

Should services be provided for a period of time that is not a complete calendar month (i.e., services beginning or ending in the middle of a month), the amount paid by Beverly Hills shall be prorated by City at a daily rate for that month's cost of services. Permit fees assessed and collected (such as fees for petting zoos, operation of animal hospitals, pet stores, etc.) will be retained by City and not deducted from calculations of amounts owed to cover costs.

Fee Rate Adjustment: For the term of this Agreement, including any extensions, the service rates set forth in Exhibit A shall be adjusted in an amount necessary to maintain full recovery of costs incurred by City. Fee rates shall be adjusted, as necessary by the City whenever costs change. The City shall inform Beverly Hills in advance of the date and amounts of adjustments. The proposed adjusted rate shall be presented by City to Beverly Hills at least 30 days in advance of the proposed change for consideration and approval by Beverly Hills. The adjusted rates shall be incorporated into the Agreement in full by amendment to Exhibit A, and invoices for services provided after the date of fee rate adjustment shall be based on the adjusted cost rate.

Invoices shall be submitted to:

City of Beverly Hills  
Code Enforcement Division  
455 N. Rexford Drive  
Beverly Hills, California 90210  
(310) 285-1173  
Email: [notazu@beverlyhills.org](mailto:notazu@beverlyhills.org)

Payment shall be remitted to:

Accounting Section  
City of Los Angeles Department of Animal Services  
221 North Figueroa Street, Suite 600, 6<sup>th</sup> Floor  
Los Angeles, California 90012  
(213) 482-9558

Upon request by Beverly Hills, the City shall furnish an Activities Report to support an invoice with information regarding significant activities/observations that occurred during the month requested, including the dates and times of occurrences.

#### **SECTION IV. SCOPE OF SERVICES**

##### **A. City Responsibilities**

###### **1. Services Provided by City**

To the extent resources are available, City, through the Department, will provide Beverly Hills with the following services pursuant to the terms of this Agreement:

- a. Intake and animal care for stray animals, owner relinquishments, and injured or sick wildlife, excluding those described in Section IV.A.2.a below.
- b. Adoption services and other public services such as vaccination clinics.
- c. Respond to calls for service forwarded to City by Beverly Hills for animals at-large, injured, potentially dangerous, or animals that are potentially victims of cruelty or inhumane treatment as defined by law.
- d. Issue various licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register and collect fees for same.
- e. Issue permits for animal-related businesses and events and collect fees for same.
- f. Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations.
- g. Prepare documents necessary to assist in investigations and prosecution of cases involving animals.
- h. Intake and care of animals impounded as evidence.

- i. Upon notification to the Department from the City of Beverly Hills, the Department staff located at the West Los Angeles Animal Services Center will conduct potentially dangerous animal investigations, which may result in an administrative hearing. If the Department, through its investigation, determines that a hearing is required, the West Los Angeles Department staff will contact the Department's Hearing Section staff. The Hearing Section staff will schedule a hearing to be held within 30 days of their receipt of a hearing request.
- j. Assist in animal evacuation or other emergency service requirements, as resources are available.
- k. Provide public education information on animals, wildlife, pet ownership, and related topics in the form of webinars.

## **2. Service Exclusions**

City will not provide:

- a. Trapping and removal of wildlife or any animals for reasons of nuisance to residents of property owners.
- b. Dead animal pickup.
- c. Euthanasia by owner request upon relinquishment.
- d. Administrative processes and hearings for barking dog complaints.

## **3. City Staffing, Equipment, Materials**

- a. Staffing: City will continue to provide staffing to meet estimated needs of the geographic district of West Los Angeles and the animal services requirement for that portion that includes Beverly Hills. City does not warrant that its staff or officers will be available at all times, or at any given time that service is requested by Beverly Hills, but will endeavor to provide a reasonable level of service based on the seriousness of calls received from the entire West Los Angeles district area. City staff and officers providing service will be appropriately qualified, trained, and supervised.
- b. Beverly Hills, including its Chief of Police, consents and authorizes City Animal Control Officers to exercise the powers of arrest of a peace officer within the City of Beverly Hills.
- c. Equipment and Materials: City shall, inclusive of the charges described in Section III of this Agreement, provide and furnish all labor, equipment, and supplies for services to be provided under this Agreement, including vehicles and weapons. Weapons and security equipment shall not be left unsecured at any time. Department staff performing services in Beverly Hills will wear program related uniforms issued by City.

- d. Supervision: Services under this Agreement shall be principally supervised by the Department's Director of Field Operations, or the Department General Manager's designee, who will be Beverly Hills' primary contact person.
- e. Coordination Meeting: City and Beverly Hills shall meet as often as necessary, as determined by the circumstances in the administration of the Agreement, to discuss problems, reports, and the status of Agreement services.
- f. Reports: City Animal Control Officers shall prepare all required written reports, including reports on incidents, injuries (City or Non-City employees), accidents, fires, altercations, crimes, etc. Any discharge of a weapon by Animal Control Officers in Beverly Hills will be reported to Beverly Hills within 24 hours.
- g. Information and Media Requests: City representatives shall provide information as requested from members of the Beverly Hills general public in the course of providing services under this Agreement. Situations in which general interest leads to direct news media contacts must be dealt with carefully to ensure that all statements or information offered by the City and Beverly Hills reflect the policies and positions of the respective Parties. City Animal Control Officers will not speak, in any form, to the media in regard to Beverly Hills policy or issues. However, City and any persons so designated by City are authorized and expected to speak about City's performance under this Agreement.
- h. Notifications: Major incidents that involve Beverly Hills Police or Fire Department response must be communicated via telephone to Beverly Hills in accordance with the notification protocols provided. In addition, such incidents shall also be reported to Beverly Hills Code Enforcement via telephone with a follow up incident report or other written documentation.
- i. Occupational Safety and Health Act: City agrees that, for the purpose of complying with the requirements of the Occupational Safety and Health Act of 1970, services performed for Beverly Hills shall be deemed the City's responsibility. Employees of the City shall not be considered employees of Beverly Hills.
- j. Appearance in Court: City Animal Control Officers will make court appearances as required in every case when citations or arrests result in court action as part of their normal and customary duties, with authorization for overtime, if necessary, to be charged to Beverly Hills under this Agreement. If a court appearance is necessary, Beverly Hills will provide advanced written notification of the court appearance request to the Department's Director of Field Operations, or the Department General Manager's designee, who will be Beverly Hills' primary contact person.

#### **4. Performance of the Work**

- a. City shall comply with all laws, ordinances, rules, and regulations applicable to services rendered under this Agreement and to performance of all the terms and conditions of this Agreement as set forth by the applicable City, County, State, and Federal governments.
- b. Public service complaints shall be reviewed by Beverly Hills and referred to the City for information or follow up by the City as appropriate. If City fails to reasonably provide service, or if in the judgment of Beverly Hills, services are



deficient, Beverly Hills shall communicate such to City and City shall make diligent efforts to correct deficiencies, including but not limited to scheduling, staffing, or supervision changes at City's discretion to resolve the performance issue. Services may be considered to have not been performed satisfactorily when conditions exist such as:

- Work is not performed in strict accordance with professional standards and this Agreement.
  - Equipment is not used properly resulting in equipment abuse or is not maintained in good operating condition.
  - Duties and tasks are not performed within the scheduled work shift or staff regularly is unable to handle service calls.
  - Excessive performance complaints are received from the public.
- c. For consistency of enforcement, whenever appropriate during the term of this Agreement, the City shall notify Beverly Hills of pending, approved, or implemented changes to City's codes, ordinances, or procedures affecting animal care and control services of the City so that Beverly Hills may evaluate and implement corresponding changes to its codes, ordinances, or recommend changes to the terms of this Agreement as appropriate (See Section IV.B.5 below). For purposes of this Agreement, adoption of code changes by the City Council of the City shall be understood to include approval by Beverly Hills. Modification of this Agreement for this purpose does not require subsequent City Council approval.

## **5. City's COVID-19 Vaccination Requirements**

The City has imposed a Novel Coronavirus disease 2019 ("COVID-19") vaccination requirement for all current and future City employees (see Los Angeles Administrative Code Section 4.700, *et seq*). City staff providing services to Beverly Hills under this Agreement shall comply with the City's COVID-19 vaccination requirements.

## **B. Beverly Hills Responsibilities**

1. Service Requests: The primary means of communication to City to request service assistance in Beverly Hills will be by the Beverly Hills constituent services request operator by way of Beverly Hills Code Enforcement Division, who will filter calls so that City's services are deployed only when appropriate under this Agreement, and will inform callers that the services are provided by City. Beverly Hills will reasonably ensure that information used by City to dispatch officers is accurate and will communicate back with requestor as needed to provide status on service response. In the event City is unable to respond to a service request because of call priority elsewhere or insufficient resources, Beverly Hills will provide other assistance to their residents as needed. Beverly Hills will contact City by means of telephone or cellular phone and will be provided internal telephone numbers for this purpose. In promoting animal services for their residents, Beverly Hills will discourage direct contact to City for service requests, but will encourage direct patronage of the West Los Angeles Animal Services Center.
2. Prosecutions and Cruelty Cases: Beverly Hills will handle investigations and prosecutions of cases involving animals, with assistance from City as necessary.

3. Information and Data: Beverly Hills will provide information and data to City, including geographic and address information as requested. Such information may include, but not be limited to, history of enforcement activity or licensing problems with residents, and Geographic Information Systems (GIS) data to update City's Chameleon database.
4. Excluded Services: Beverly Hills will seek other service providers for excluded services, including nuisance animal and wildlife calls. However, Beverly Hills will discourage wildlife trapping, removal, and euthanasia, and instead will encourage education to assist residents in successful co-existence with wildlife.
5. Code Adoption: Beverly Hills has adopted Los Angeles Municipal Code 53.00 et seq., as amended and in effect on July 1, 2015, by reference. Beverly Hills may evaluate future changes to the Code and notify City of its preferences for enforcement of such changes (See Section IV.A.4.c above).
6. Services by City: Beverly Hills shall suitably inform the public that applicable Animal Care and Control services in Beverly Hills are provided by City. Beverly Hills shall disclose this information on Beverly Hills' website by maintaining a web-page dedicated to animal services. In addition, Beverly Hills will notify residents when service calls are received by Beverly Hills, and as appropriate, Beverly Hills will include this information in written material disseminated by Beverly Hills to its residents, such as newsletters, flyers, etc.
7. If necessary, Beverly Hills will use best efforts to assist and secure the safety of City personnel performing duties hereunder when needed.

## **SECTION V. INDEMNIFICATION**

- A. Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement. Accordingly, the Parties hereby agree that pursuant to Government Code Section 895.4 and 895.6, each Party shall assume the full liability imposed upon it or any of its officers, agent, or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of that Party's obligations under this Agreement.
- B. Each Party shall indemnify, defend, and hold harmless the other Party for any claim, demand, causes of action, liability, loss, cost, or expense arising from or related to the services or the performance of the indemnifying Party's obligations under this Agreement.
- C. In the event of a third-party loss caused by negligence or a wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

## **SECTION VI. TERMINATION**

- A. Either Party may terminate this Agreement immediately for default of any material term or condition following a 30-day written notice to cure that states with particularity the reasons for the default and demand for cure. If the matter or matters complained about are not cured within 30 days of notice by either Party, the Party demanding the cure may give the other

Party a 30-day written notice to terminate.

- B.** This Agreement may be terminated by either Party without cause upon a 90-day written notice.
- C.** Upon termination of this Agreement, City shall provide a final invoice for all charges and fees due as of the termination date, to be paid by Beverly Hills within 30 days of receipt.

## **SECTION VII. INCORPORATION OF EXHIBITS**

This Agreement and Exhibit A represent the entire integrated agreement of the Parties and supersede all prior written or oral representations, discussions, and agreements. The following document is incorporated and made a part hereof by reference:

- Exhibit A – Rates and Estimated Total Annual Charges

## **SECTION VIII. ENTIRE AGREEMENT**

This Agreement, including Exhibit A, constitutes the full and complete understanding between the Parties and shall be construed and interpreted under California law and venue in any dispute shall be in the County of Los Angeles.

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and send by e-mail shall be deemed original signatures.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**The City of Los Angeles,  
Department of Animal Services**

By \_\_\_\_\_  
Annette G. Ramirez, Interim General Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney**

By \_\_\_\_\_  
Steve R. Houchin, Deputy City Attorney

Date \_\_\_\_\_

**ATTEST:  
HOLLY WOLCOTT, City Clerk**

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

**The City of Beverly Hills**

By \_\_\_\_\_  
George Chavez, City Manager

Date \_\_\_\_\_

**APPROVED AS TO FORM:  
Laurence S. Wiener, City Attorney**

By \_\_\_\_\_  
Deborah R. Hakman, Assistant City Attorney

Date \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
Ryan Gohlich, AICP

Date \_\_\_\_\_

By \_\_\_\_\_  
Sharon L'Heureux Dressel, Risk Manager

Date \_\_\_\_\_

**EXHIBIT "A"**  
**MOA Between the Department of Animal Services (City) and the City of Beverly Hills**

**SERVICE RATES\***  
**January 1, 2022 - December 31, 2024**  
**New Rates Effective January 1, 2022**

DESCRIPTION	Rate Schedule			
	Jan 1, 2022		Jan. 1, 2023 -	
	Dec. 31, 2022		Dec. 31, 2023	
Monthly Administrative Overhead Cost	\$12,893.18		TBD	
Officer Hours - ACO	\$109.15		TBD	
One-Time Intake**	\$181.55		TBD	
One-Time Release	\$201.29		TBD	
Sheltered Animal - Daily Cost	\$187.06		TBD	
Sheltered Animal - Weekly Cost	\$1,371.50		TBD	
Vaccinations After 14 Days	\$9.12		TBD	
Revolution & RHDV Vaccine (Rabbits)	\$20.00		TBD	

\*Future amounts for MOA extensions will be determined by the City based on costs and anticipated use of services.  
 \*\*Includes veterinary wellness care, medication, initial vaccinations, and other related costs, excluding 14 day Vaccinations.  
 \*\*\*Administrative Code Section 5.199(g) requires the collection of \$7.00 for each altered dog license sold and \$2.00 for each unaltered license sold.  
 \*\*\*\*Municipal Code Section 53.15 requires collection of \$3.50 for each altered license and \$8.50 for each unaltered license sold for a dog license tax.