

ATTACHMENT A TO COUNTY-CITY ANIMAL SERVICES AGREEMENT

COUNTY OF VENTURA

AND

FY 2025/26 SERVICE LEVEL REQUEST

**PART ONE: AVAILABLE SERVICES AND APPLICABLE BILLING
RATES AND CREDITS**

A. Animal Care Services

At the election of the City, the County shall provide the following services:

1. **Shelter Services**

As may be required, the County shall provide animal care services to the City for all animals originating within the boundaries of the City (whether picked up in the City or dropped off at the County's animal shelter) when there is a stray/abandoned animal, adoption return, confiscation, cruelty abuse or neglect investigation, or injured wildlife. The County will accept animals surrendered by their owners dependent upon shelter capacity. For animals originating in the City and impounded, the County shall provide the following animal care services: sheltering, boarding, animal adoptions, foster care coordination, veterinary care and treatment, bite quarantine, euthanasia services, and disposal of deceased 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 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 will also provide, based upon availability of funding and resources, owner requested euthanasia, TNR (Trap, Neuter, Return) surgeries for community cats, and Pet Retention programming. These services will not result in the animal being impounded to the shelter. 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 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 described above. For FY 2025-2026, the County's animal care budget shall follow the following one (1) year fixed-rate schedule:

\$7,803,561.85 for fiscal year 2025-2026

In addition to the animal care formula charged to the participating cities, 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 criminal case, a petition for writ of mandate under Code of Civil Procedure section 1085 or 1094.5, and a petition for hearing regarding whether a dog is potentially dangerous or vicious under Food and Agriculture Code section 31621, or related provisions of City Ordinance), or a court stay, which results in a County shelter stay of more than fifteen (15) days, the County shall also charge the City for animal care services according to the rates and fees approved by the County Board of Supervisors for each day that each such animal receives animal care services, and any fees have not been paid by the dog owner within 30 days of the County's invoice for services being mailed to the dog owner.

2. Petitions for Hearing to Determine Dogs to be Potentially Dangerous or Vicious

For any dog impounded to the shelter, the Animal Services Director may bring petitions for hearing to determine dogs residing within the jurisdictional limits of the City to be potentially dangerous or vicious under state law and/or City Ordinance Code. In connection with such petitions, the City shall pay the County according to the rates and fees approved by the County Board of Supervisors for County employee time expended (and including but not limited to, the attendance at hearing of County employees; legal services performed by the Office of County Counsel; and any services provided by an administrative hearing officer). If the County retains the services of an administrative hearing officer who is not a County employee, the City agrees to reimburse the County at the administrative hearing officer's customary hourly rate. If the dog owner appeals any determination that a dog is potentially dangerous or vicious, the City shall pay the County according to the rates and fees approved by the County Board of Supervisors for the attendance at the appeal hearing of County employees and the legal services performed by the Office of County Counsel in connection with such an appeal.

The County will issue barking dog citations to owners of dogs residing within the jurisdictional limits of the City upon the required showing being made under City ordinance regarding the existence of a barking nuisance. The County shall charge the City according to the rates and fees approved by the County Board of Supervisors for County employee time expended in reviewing and responding to complaints regarding barking dog nuisances in the jurisdictional limits of the City, regardless of whether a barking nuisance citation is ultimately issued. Once a citation is issued, the dog owner will be responsible for paying the County's standard fee for any administrative review of a citation, as well as paying any required hearing deposit to request an administrative hearing to contest the citation, unless the dog owner establishes to the County the dog owner's financial inability to pay, in which case, the City shall reimburse the County according to the rates and fees approved by the County Board of Supervisors for County employees providing services based on the time expended per hearing; and if the County retains the services of an administrative hearing officer who is not a County employee, the City agrees to reimburse the County for hearing officer services rendered at the administrative hearing officer's customary hourly rate.

In the event the City declines to have the County perform field services and transports an animal the shelter for care, 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.

C. Administrative Services

1. Animal License Processing per License

At the election of the City, the County and/or the County's vendor 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 and/or the County's vendor shall mail license renewal notices to the animal owner of record; and when the renewal and payment

when necessary; and receiving updates from the City regarding customer data to be updated.

To the extent that such services are not provided by the County and/or the County's vendor, the County will not be responsible for collections or processing administrative appeals from automated citations. The City will be solely responsible for collections and for processing any administrative appeals once automated citations are issued to animal owners.

PART TWO: SPECIFIC SERVICE REQUESTS AND APPROVALS

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

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 2025/26 according to the terms and conditions set forth in Part One of this Agreement. The budgeted cost of animal care services for the City will be _____ for fiscal year 2025/26. In addition to the budgeted amount, as more fully set forth in Part One above, the City will also pay the County, according to rates and fees approved by the County Board of Supervisors for: (1) animal care services associated with County shelter stays of more than fifteen (15) days; (2) for County employee time expended in connection with petitions brought by the Director of Animal Services to determine whether dogs residing in the jurisdictional limits of the City are potentially dangerous or vicious, and (3) for County employee time expended in connection with any appeals from such determinations. In addition, if an administrative hearing officer is not a County employee, the City agrees to reimburse the County's costs for administrative hearing officer time at the administrative hearing officer's customary hourly rate. 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 2025/26 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 according to the rates and fees approved by the County Board of

City of

- ☐ The City declines to have the County and/or the County's vendor provide automated citation processing services.

CITY OF

COUNTY OF VENTURA

Signature: _____
[Title of Authorized Representative]

Signature: _____
Director of Animal Services

Date: _____

Date: _____