

1180.03-08

AGREEMENT FOR ANIMAL CONTROL
SERVICES BETWEEN THE CITY OF LONG BEACH
AND THE CITY OF CERRITOS

30750

THIS AGREEMENT is made and entered, in duplicate, as of September 5, 2007 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held September 4, 2007, and a minute order of the City council of the City of Cerritos at its meeting held on December 13, 2007, by and between the CITY OF LONG BEACH (hereinafter "Long Beach"), and the CITY OF CERRITOS (hereinafter "Cerritos").

RECITALS

WHEREAS, Cerritos is a charter city authorized to provide animal control services to its residents; and

WHEREAS, for the last fifteen years, Cerritos has contracted for these services with Long Beach; and

WHEREAS, Cerritos now desires to continue to contract for these services with Long Beach; and

WHEREAS, the Animal Control Bureau of Long Beach is able and willing to provide said services for Cerritos, and as a Charter City Long Beach is authorized by Section 111 of its Charter to do so;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

SECTION 1. TERM. This Agreement shall commence as of 12:01 a.m. on July 1, 2007, and shall terminate at midnight on June 30, 2008, unless sooner terminated as provided herein.

SECTION 2. SERVICES.

A. Long Beach shall perform animal control services for Cerritos, and perform the functions of a Department of Animal Control, which Department is

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 described in the Cerritos Municipal Code. In performing said services and
2 functions, Long Beach shall have all of the powers of Cerritos as if Cerritos were
3 performing same. Long Beach agrees to provide such services to Cerritos at the
4 same level that it provides to the residents of Long Beach.

5 B. Services to be provided to Cerritos by Long Beach shall
6 include enforcement of the Cerritos Municipal Code and the laws of the State of
7 California with respect to animal control.

8 C. In performing the functions of a Department of Animal Control,
9 the Animal Control Bureau of Long Beach shall serve as Director of Animal Control
10 for Cerritos and shall have the following duties:

11 1. To enforce all Cerritos ordinances and state laws within
12 Cerritos city limits with respect to the keeping, harboring and disposition of
13 animals;

14 2. To patrol the streets of Cerritos whenever possible with
15 designated animal control officers to enforce the provisions of the Cerritos
16 Municipal Code relating to dogs running at large and to respond in a timely
17 manner. Emergency service will be available 24 hours a day, 7 days a
18 week;

19 3. To investigate complaints regarding cruelty to animals
20 brought to its attention;

21 4. To pick up and impound upon request from an
22 authorized representative of Cerritos or any resident of Cerritos any stray
23 dogs within the Cerritos city limits;

24 5. To maintain prompt pick-up service for injured animals,
25 and reasonable pick-up services of not more than twenty-four hours for
26 dead animals;

27 6. To issue license tags and license receipts;

28 7. To perform such duties with respect to the control

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 regulation and protection of animals within Cerritos as directed from time to
2 time by the Director of Community and Safety Services of Cerritos;

3 8. To maintain a telephone with listed number which will
4 be answered twenty-four hours every day;

5 9. To canvass all known delinquent households in
6 Cerritos and one-half of the geographical area within the city limits of
7 Cerritos during the term of this Agreement to ensure that all animals
8 required to be licensed are, in fact, licensed.

9 D. Long Beach shall operate a public animal shelter located at
10 7700 East Spring Street, Long Beach, California 90815 to service Cerritos
11 throughout the term of this Agreement. Said animal shelter is currently operated
12 by and for Long Beach for its residents. The operation of said animal shelter will
13 continue at its current level of service or as changed by Long Beach in its
14 discretion.

15 E. Long Beach shall furnish and supply all labor, supervision,
16 equipment and supplies necessary to furnish the level of service to be rendered
17 hereunder. In the event that supplies, stationery, forms, decals, notices, citations,
18 or any other material must be used that carries the name of Cerritos, same shall
19 be supplied by Cerritos at its own cost and expense.

20 SECTION 3. INDEMNIFICATION. Long Beach agrees to indemnify and
21 hold harmless Cerritos, its agents, employees and officials against any and all claims,
22 demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission
23 of any officer, agent or employee of Long Beach arising from performance pursuant to
24 this Agreement. Cerritos agrees to indemnify and hold harmless Long Beach, its agents,
25 employees and officials against any and all claims, demands, damages, liabilities, costs,
26 suits or expenses arising out of any act or omission of any officer or employee of Cerritos
27 arising from performance pursuant to this Agreement.

28 ///

1 SECTION 4. FEES.

2 A. For and in consideration of the rendition of services pursuant
3 to this Agreement, Long Beach shall be entitled to and shall retain any and all
4 license fees and other fees relating to animal control, which license fees and other
5 fees shall be set forth in Long Beach's Schedule of Fees and Charges, as
6 periodically established and amended by resolution and as approved by the City
7 Council of Long Beach. In addition, Long Beach shall be entitled to and shall
8 retain all monies that it collects for the impounding, boarding and placement of
9 animals. The license and other fees shall be those set forth in Long Beach's fee
10 resolution, as periodically amended, and as adopted by the Long Beach City
11 Council.

12 B. Cerritos shall retain all fines imposed by the Cerritos
13 Municipal Code for violations of animal control ordinances.

14 C. In the event and to the extent that the total amount of any and
15 all fees retained by Long Beach does not equal or exceed One Hundred Ninety Six
16 Thousand Three Hundred Ninety-Two Dollars (\$196,392.00) on June 30, 2008,
17 then Cerritos shall pay Long Beach the difference between said total fees and One
18 Hundred Ninety Six Thousand Three Hundred Ninety-Two Dollars (\$196,392.00).
19 Payment of the difference shall be made on or before July 31, 2008. In the event
20 and to the extent that the total amount of all license fees retained by Long Beach
21 exceeds One Hundred Ninety Six Thousand Three Hundred Ninety-Two Dollars
22 (\$196,392.00) on June 30, 2008, then said excess shall be divided equally
23 between Long Beach and Cerritos.

24 D. In the event of termination of this Agreement pursuant to
25 Section 7 or Section 9 hereof, Long Beach shall retain fees as compensation for
26 services provided by Long Beach through the effective date of the termination. In
27 the event and to the extent that the total amount of any and all fees retained by
28 Long Beach to the effective date of termination does not equal or exceed Sixteen

1 Thousand Three Hundred Sixty-Six Dollars (\$16,366.00) for each month that the
2 Agreement has been in effect, then Cerritos shall pay Long Beach the difference
3 between the total fees to the effective date of termination and the dollar figure
4 obtained by multiplying \$16,366.00 times the number of months the Agreement
5 was in effect prior to its early termination. A partial month shall be deemed a full
6 month. Payment of the difference shall be made within thirty (30) days after the
7 effective date of termination. Any excess of said fees shall be paid to Cerritos.

8 SECTION 5. ENFORCEMENT. Cerritos shall cooperate with Long Beach
9 to the fullest extent possible to enforce all Cerritos ordinances relating to animal control
10 and to enable Long Beach to collect the fees due to Long Beach pursuant to this
11 Agreement.

12 SECTION 6. KENNELS. Long Beach will maintain its kennels and animal
13 shelters in a humane, sanitary condition. Long Beach will give proper notices regarding
14 destruction of animals and use humane methods in their destruction. Long Beach does
15 not knowingly sell animals for medical research.

16 SECTION 7. AMENDMENT OF ORDINANCES. If the animal control
17 ordinances of Cerritos are amended during the term of this Agreement, then Long Beach
18 shall have the right to terminate this Agreement upon thirty (30) days notice to Cerritos.
19 In the event of termination, neither party shall have any further obligation under this
20 Agreement except as provided in Section 4.

21 SECTION 8. REPORTS.

22 A. Long Beach shall keep and maintain during the term of this
23 Agreement books and records pertaining to the licensing of animals, collection of
24 fees, and impounding of animals. Said books and records shall be available for
25 audit and examination by Cerritos during normal business hours of Long Beach
26 and on reasonable notice.

27 B. Each month during the term of this Agreement Long Beach
28 will inform the Director of Community and Safety Services of Cerritos of the total

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 dollar amount of license fees collected.

2 C. Long Beach shall maintain a record of all complaints received
3 and furnish the Director of Community and Safety Services with a written record of
4 the complaints and the way in which complaints were handled. This information,
5 along with a report on the operation of the Long Beach Animal Control Bureau,
6 shall be furnished to the Director of Community and Safety Services monthly.

7 SECTION 9. TERMINATION. Either party may terminate this Agreement
8 by giving the other party thirty (30) days prior notice.

9 SECTION 10. NOTICE. Any notice required hereunder or desired to
10 be given by either party shall be in writing and personally served or deposited in the U.S.
11 Postal Service, first class, postage prepaid, addressed to Long Beach at 333 West
12 Ocean Boulevard, Long Beach, California 90802 Attention: Animal Control Bureau and to
13 Cerritos at Civic Center, 18125 South Bloomfield, Cerritos, California 90703 Attention:
14 Director of Community and Safety Services. Notice shall be deemed given on the date
15 deposited in the mail or on the date personal service is obtained, whichever first occurs.

16 SECTION 11. AMENDMENT. This Agreement shall not be amended,
17 nor any provision or breach hereof waived, except in writing signed by the parties which
18 expressly refers to this Agreement.

19 SECTION 12. ENTIRE AGREEMENT. This Agreement constitutes
20 the entire understanding between the parties and supersedes all other agreements,
21 whether oral or written, with respect to the subject matter herein.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

CITY OF CERRITOS, a municipal corporation

12-19-2007, 2007

By Laura Lee
Mayor

"Cerritos"

This Agreement is hereby approved as to form on 12/13, 2007.

By Mal W. [Signature]
City Attorney

CITY OF LONG BEACH, a municipal corporation

July 23, 2007/8

By [Signature] Assistant City Manager
City Manager

"Long Beach"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

This Agreement is hereby approved as to form on 12/20, 2007.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664