



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1                   SECTION 2. SERVICES.

2                   A.     Long Beach shall perform animal control services for Signal Hill, and  
3 perform the functions of a Department of Animal Control. In performing these services and  
4 functions, Long Beach shall have all of the powers of Signal Hill as if Signal Hill were  
5 performing them. Long Beach agrees to provide these services to Signal Hill at the same  
6 level that it provides to the residents of Long Beach.

7                   B.     Services to be provided to Signal Hill by Long Beach shall include  
8 enforcement of the Signal Hill Municipal Code and the laws of the State of California with  
9 respect to animal control.

10                  C.     In performing the functions of a Department of Animal Control, the  
11 Animal Control Program of Long Beach shall serve as Director of Animal Control for Signal  
12 Hill and shall have the following duties:

13                   1. To enforce all Signal Hill ordinances and state laws within Signal  
14 Hill city limits with respect to the keeping, harboring and disposition of  
15 animals;

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

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

22                   4. To pick up and impound on request from an authorized  
23 representative of Signal Hill or any resident of Signal Hill any stray dogs  
24 within the Signal Hill city limits;

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

28                   6. To issue license tags and license receipts;

1                   7. To perform such duties with respect to the control, regulation and  
2 protection of animals within Signal Hill as directed from time to time by the  
3 Director of Community Development and Services of Signal Hill;

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

6                   9. To canvass all known households in Signal Hill during the term of  
7 this Agreement to insure that all animals required to be licensed are, in fact,  
8 licensed.

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

14                  E. Long Beach shall furnish and supply all labor, supervision, equipment  
15 and supplies necessary to furnish the level of services required by this Agreement. In the  
16 event that supplies, stationery, forms, decals, notices, citations, or any other material must  
17 be used that carries the name of Signal Hill, they shall be supplied by Signal Hill at its own  
18 cost and expense.

19                  SECTION 3. INDEMNIFICATION. Long Beach agrees to indemnify and hold  
20 harmless Signal Hill, its agents, employees and officials against any and all claims,  
21 demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission  
22 of any officer, agent or employee of Long Beach arising from performance pursuant to this  
23 Agreement. Signal Hill agrees to indemnify and hold harmless Long Beach, its agents,  
24 employees and officials against any and all claims, demands, damages, liabilities, costs,  
25 suits or expenses arising out of any act or omission of any officer or employee of Signal  
26 Hill arising from performance pursuant to this Agreement. It is also understood and agreed  
27 that, pursuant to Government Code Section 895.4, Long Beach shall indemnify, defend,  
28 and hold Signal Hill harmless from any liability imposed for injury (as defined by

1 Government Code Section 810.8) occurring by reason of any acts or omissions on the part  
2 of Long Beach under or in connection with any work, authority, or jurisdiction delegated to  
3 Long Beach under this Agreement and Signal Hill shall indemnify, defend, and hold Long  
4 Beach harmless from any liability imposed for injury (as defined by Government Code  
5 Section 810.8) occurring by reason of any acts or omissions on the part of Signal Hill under  
6 or in connection with any work, authority, or jurisdiction delegated to Signal Hill under this  
7 Agreement.

8 SECTION 4. FEES.

9 A. For and in consideration of the rendition of services pursuant to this  
10 Agreement, Long Beach shall be entitled to and shall retain any and all license fees and  
11 other fees authorized by the Signal Hill ordinances relating to animal control. In addition,  
12 Long Beach shall be entitled to and shall retain all monies that it collects for the  
13 impounding, boarding, and placement of animals. A schedule of license and other fees  
14 is attached as Exhibit "A" and incorporated by this reference.

15 B. Signal Hill shall retain all fines imposed by the Signal Hill Municipal  
16 Code for violations of animal control ordinances.

17 C. In the event and to the extent that the total amount of any and all fees  
18 retained by Long Beach does not equal or exceed Forty-Four Thousand Three Hundred  
19 Dollars (\$44,300) on June 30, of each contract year, then Signal Hill shall pay to Long  
20 Beach the difference between the total fees and Forty-Four Thousand Three Hundred  
21 Dollars (\$44,300). Payment of the difference shall be made on or before July 31 of that  
22 same year. In the event and to the extent that the total amount of all license fees retained  
23 by Long Beach exceeds Forty-Four Thousand Three Hundred Dollars (\$44,300) on June  
24 30 of each contract year, then the excess shall be divided equally between Long Beach  
25 and Signal Hill.

26 D. In the event of termination of this Agreement pursuant to Section 7 or  
27 Section 9, Long Beach shall retain fees as compensation for services provided by Long  
28 Beach through the effective date of the termination. In the event and to the extent that the

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 total amount of any and all fees retained by Long Beach to the effective date of termination  
2 does not equal or exceed Three Thousand Six Hundred Ninety One Dollars and Sixty-Six  
3 Cents (\$3,691.66) for each month that the Agreement has been in effect, then Signal Hill  
4 shall pay to Long Beach the difference between the total fees to the effective date of  
5 termination and the dollar figure obtained by multiplying \$3,691.66 times the number of  
6 months the Agreement was in effect prior to its early termination. A partial month shall be  
7 deemed a full month. Payment of the difference shall be made within thirty (30) days of  
8 the effective date of termination. Any excess fees shall be paid to Signal Hill.

9 E. If this Agreement is extended pursuant to Section 1, the total amount  
10 of compensation to Long Beach shall be increased over a base amount of Forty-Four  
11 Thousand Three Hundred Dollars (\$44,300) by the percent equal to the increase in the  
12 Consumer Price Index (All Urban Consumers) for the Los Angeles-Long Beach  
13 Metropolitan Area published by the Bureau of Labor Statistics of the U.S. Department of  
14 Labor ("CPI") from the base Index number for July, 2006. In no event shall the total  
15 compensation to Long Beach be less than Forty-Four Thousand Three Hundred Dollars  
16 (\$44,300) for a twelve-month period.

17 SECTION 5. ENFORCEMENT. Signal Hill shall cooperate with Long Beach  
18 to the fullest extent possible to enforce all Signal Hill ordinances relating to animal control  
19 and to enable Long Beach to collect the fees due to Long Beach pursuant to this  
20 Agreement.

21 SECTION 6. KENNELS. Long Beach will maintain its kennels and animal  
22 shelters in a humane, sanitary condition. Long Beach will give any notices required by law  
23 regarding destruction of animals and use humane methods in their destruction. Long  
24 Beach does not knowingly sell animals for medical research.

25 SECTION 7. ORDINANCES.

26 A. Signal Hill shall adopt or has adopted by reference (in the form of an  
27 ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the animal  
28 control ordinance of Signal Hill. Subsequent changes, amendments, additions, deletions,

1 or revisions to the Long Beach Municipal Code regulating animals will have no force or  
2 effect on the animal control ordinances of Signal Hill without action by the Signal Hill City  
3 Council.

4 B. If the animal control ordinances of Signal Hill are amended during the  
5 term of this Agreement, Signal Hill shall, within ten (10) days, give notice to Long Beach  
6 of such changes. Long Beach shall notify Signal Hill of any objections to the amendments.  
7 If Signal Hill and Long Beach cannot come to a mutually acceptable agreement concerning  
8 the amendments within thirty (30) days of the original notice of Signal Hill, Long Beach  
9 shall have the right to terminate this Agreement by giving thirty (30) days' notice to Signal  
10 Hill. In the event of termination, neither party shall have any further obligation under this  
11 Agreement except as provided in Section 4.

12 SECTION 8. REPORTS.

13 A. Long Beach shall keep and maintain during the term of this Agreement  
14 books and records pertaining to the licensing of animals, collection of fees, and  
15 impounding of animals. Said books and records shall be available for audit and  
16 examination by Signal Hill during normal business hours of Long Beach and on reasonable  
17 notice.

18 B. Each month during the term of this Agreement Long Beach will inform  
19 the Director of Community Development and Services of Signal Hill of the total dollar  
20 amount of license fees collected.

21 C. Long Beach shall maintain a record of all complaints received and  
22 furnish the Director of Community Development and Services with a written record of the  
23 complaints and the way in which complaints were handled. This information, along with  
24 a written report on the operation of the Long Beach Animal Control Program, shall be  
25 furnished monthly to the Director of Community Development and Services.

26 SECTION 9. TERMINATION. Either party may terminate this Agreement by  
27 giving to the other party thirty (30) days prior notice, as described in Section 10 below.

28 SECTION 10. NOTICE. Any notice required or desired to be given by either

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 party shall be in writing and personally delivered or deposited in the U.S. Postal Service,  
2 first class, postage prepaid, addressed to Long Beach at 333 West Ocean Boulevard, Long  
3 Beach, California 90802 Attention: Animal Control Program and to Signal Hill at 2175  
4 Cherry Avenue, Signal Hill, California 90806 Attention: Director of Community  
5 Development and Services. Notice shall be deemed given on the date deposited in the  
6 mail or on the date personal delivery is made, whichever first occurs.

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

10 SECTION 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGN-  
11 MENT. Long Beach shall not contract with any entity to perform in whole or in part the  
12 work or services required hereunder without the express written approval of Signal Hill.  
13 Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily  
14 or by operation of law, without the prior written approval of Signal Hill. Any such prohibited  
15 assignment or transfer shall be void.

16 SECTION 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.  
17 No officer or employee of Signal Hill shall be personally liable to Long Beach, or any  
18 successor in interest, in the event of any default or breach by Signal Hill or for any amount  
19 which may become due to Long Beach or its successor, or for breach of any obligation of  
20 the terms of this Agreement; nor shall any officer or employee of Long Beach be personally  
21 liable to Signal Hill, or any successor in interest, in the event of default or breach by Long  
22 Beach or for any amount which may become due to Signal Hill or its successor, or for  
23 breach of any obligation of the terms of this Agreement.

24 SECTION 14. CORPORATE AUTHORITY. The person executing this  
25 Agreement on behalf of each party warrants that (i) such party is duly organized and  
26 existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf  
27 of such party, (iii) by so executing this Agreement, such party is formally bound to the  
28 provisions of this Agreement, and (iv) entering this Agreement does not violate any

1 provision of any other agreement to which a party is bound.

2 SECTION 15. ENTIRE AGREEMENT. This Agreement constitutes the entire  
3 understanding between the parties and supersedes all other agreements, whether oral or  
4 written, with respect to the subject matter of this Agreement.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly  
6 executed with all formalities required by law as of the date first stated above.

7 CITY OF SIGNAL HILL, a municipal corporation

8  
9 10/12/06, 2006

By [Signature]  
Mayor  
"Signal Hill"

12 This Agreement is approved as to form on OCTOBER 10, 2006.

13 ALESHIRE & WYNDER, LLP

14 10/10, 2006

By [Signature]  
David J. Aleshire  
City Attorney

17 CITY OF LONG BEACH, a municipal corporation

18 10-27, 2006

By [Signature]  
City Manager

20 "Long Beach"

22 This Agreement is approved as to form on 10/19, 2006.

23 ROBERT E. SHANNON, City Attorney

24 By [Signature]  
Senior Deputy

25 DFG:bg 8/15/06;10/5/06(AGR\_SignalHill)00-01861  
26 L:\APPS\CtyLaw32\WPDOCS\D008\IP001\00093005.WPD

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200



# EXHIBIT “A”



**CITY OF LONG BEACH  
HEALTH DEPARTMENT: FEE SCHEDULE**

Code	Description	Unit	Fee
<b>Drop Off/Owner Relinquished Animals (dogs, cats, other)</b>			
A215	Placeable dog with current license and placeable cat/other	Animal	50.00
A216	Non-placeable dog with current license and non-placeable cat/other	Animal	70.00
A217	Placeable dog without current license	Animal	75.00
A218	Non-placeable dog without current license	Animal	95.00
A223	Stray/Non-owner Relinquished - Dead/Alive		No Charge
A222	Non-resident Owner Relinquished - Dead/Alive	Animal	\$100.00 + applicable relinquishment fee
A219	Commercial trapping relinquishment fee (wildlife)	Animal	25.00
<b>Dead Animal Disposal</b>			
A220	Dead Animal Disposal - Owner Relinquished	Animal	20.00
A221	Veterinarian Relinquished - (dead only) - per animal / barrel	Animal	20.00
		Barrel	100.00
A224	Institution (School, Business, etc) - per animal/barrel	Animal	20.00
		Barrel	100.00
A225	Large Animal (livestock, etc) Disposal - Owner Relinquished		Cost of actual disposal + \$100.00
<b>Cat Traps</b>			
A230	Deposit (Forfeited after 30 days if not returned or damaged)		90.00
A240	Charge (Starts on First Day)	Day	3.00
A250	Trap Pick-up or Drop off		40.00
<b>Euthanasia</b>			
A260	Euthanasia + Additional Drop-off Fee (Only For Animals That Can, By Law, Be Immediately Euthanized.)		65.00
<b>Permits</b>			
A310	Animal Menagerie (Petting Zoo)	First Day	100.00
		Each Add'l Day	25.00
A320	Animal Exhibition (Circus, Rodeo, Etc.)	First Day	300.00
		Each Add'l Day	100.00
A330	Wild / Exotic Animal - First Animal	Annual	\$25.00 1st animal
		Annual	\$5.00 each add'l animal
A340	Guard Dog Companies - Site Permit	Annual	175.00
A350	Filming Animals (Movies, Commercials)	First Day	100.00
		Each Add'l Day	25.00
A360	Animal related events not specified above such as dog shows, etc.	First Day	100.00
		Each Add'l Day	25.00
A364	Vicious Animal Permit	Annual	350.00
A366	Vicious Animal Re-Inspection	Each Re-Inspection	175.00
<b>Animal Sales</b>			
A370	Cat Sales (Rescue Group Only)	Animal	10.00
A371	Dog Sales (Rescue Group Only)	Animal	10.00
<b>Investigative Services</b>			
A372	Court Restitution	Each hour spent on case	30.00/hour
A370	Cat Sales (Rescue Group Only)	Animal	10.00
A371	Dog Sales (Rescue Group Only)	Animal	10.00