

1 (2) consecutive additional periods of two (2) years each by giving notice of its desire to
2 extend to Long Beach thirty (30) days prior to the end of the term or any individual
3 extension period. Upon mutual agreement of the parties to the terms of the extension,
4 the parties shall execute an amendment to this Agreement.

5 2. SERVICES.

6 A. Long Beach shall perform animal control services for Seal
7 Beach and perform the functions of a Department of Animal Control as set forth in
8 State law and Chapter 7.05 of the Seal Beach Municipal Code. In performing said
9 services and functions, Long Beach shall have all of the powers of Seal Beach's
10 Animal Control Officer, as if an employee or employees of Seal Beach were
11 performing the services and functions. Long Beach agrees to provide such
12 services to Seal Beach at the same level that it provides to the residents of Long
13 Beach.

14 B. In performing the functions of a Department of Animal Control,
15 the Animal Control Services Officer of Long Beach shall serve as the Animal
16 Control Officer for Seal Beach and shall have the following duties pursuant to the
17 Seal Beach Municipal Code:

18 i. To enforce all Seal Beach ordinances and state laws
19 within Seal Beach city limits with respect to the keeping and harboring of
20 animals;

21 ii. To patrol the streets and beaches of Seal Beach,
22 whenever possible, to enforce the provisions of the Seal Beach Municipal
23 Code relating to animal control. Emergency service will be available
24 twenty-four (24) hours a day, seven (7) days a week;

25 iii. To investigate complaints of cruelty to animals brought
26 to the attention of the Animal Control Officer;

27 iv. To pick up and impound, on request from an authorized
28 representative of Seal Beach or any resident of Seal Beach, any stray dogs

1 within the Seal Beach city limits and deliver them as described in sub-
2 section 2.C below, except that Long Beach shall have no obligation to
3 accept stray animals or pets delivered to the Long Beach animal shelter by
4 residents of Seal Beach;

5 v. To promptly pick-up and care for injured animals and to
6 pick-up and dispose of dead animals;

7 vi. To issue license tags and license receipts to residents
8 of Seal Beach;

9 vii. To perform such duties with respect to the regulation
10 and protection of animals within Seal Beach as are specified in Chapter
11 7.05 of the Municipal Code, or as may be directed from time to time by the
12 City Manager of Seal Beach, or his/her designee;

13 viii. To maintain a telephone with a listed number which will
14 be answered twenty-four hours every day;

15 ix. To canvass households in Seal Beach during the term
16 of this Agreement to insure that all animals required to be licensed are, in
17 fact, licensed.

18 Long Beach will provide the services listed above for an amount of
19 time that averages approximately three (3) hours per day, or twenty-one (21)
20 hours per week, except that requests for responses and telephone response
21 services shall not be declined because Long Beach's services provided exceed
22 the expected averages in any given week.

23 C. Long Beach shall deliver to the Seal Beach Animal Care
24 Center, 1700 Adolfo Lopez Drive, Seal Beach, CA 90740 all animals that Long
25 Beach impounds in Seal Beach and all animals delivered to the Long Beach
26 animal shelter which were found or kept within the City limits of Seal Beach.
27 Pursuant to the contract identified in Section 6, the Seal Beach Animal Care
28 Center shall hold the animals in accordance with Seal Beach ordinances and State

1 laws relating to the keeping, harboring and disposition of animals, except that the
2 following animals will not be delivered to the Seal Beach Animal Care Center but
3 will be handled by Long Beach: (i) animals that require quarantine; (ii) animals
4 impounded as evidence in criminal cases; (iii) animals impounded in a case
5 alleging that the animal is vicious; (iv) animals that are prohibited by federal, state
6 or local law to be owned or kept by private citizens; and (v) animals in the class
7 Aves (birds) or the class Mammalia (mammals) that are not normally domesticated
8 in California or that are not native to California.

9 D. Except as provided in paragraph C, above, Long Beach shall
10 have no obligation under this Agreement to accept animals impounded in the city
11 limits of Seal Beach or animals brought to the Long Beach animal shelter after
12 being found or kept within the city limits of Seal Beach.

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

18 F. With regards to coyotes, Long Beach ACS will respond to
19 emergency situations involving public safety, sick or injured animals, provide data
20 collection and monitoring, provide public education materials, and administrative
21 support. Long Beach ACS will not perform or participate in any way with trapping
22 and euthanizing coyotes in the City of Seal Beach unless there is a documented
23 attack on a human and only in coordination with the Department of Fish and
24 Wildlife.

25 3. INDEMNIFICATION. Pursuant to Government Code Section 895.4,
26 Long Beach shall indemnify, defend, and hold Seal Beach harmless from any liability
27 imposed for injury (as defined by Government Code Section 810.8) occurring by reason
28 of any acts or omissions on the part of Long Beach under or in connection with any work,

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

6 4. FEES.

7 A. For and in consideration of the rendition of services pursuant
8 to this Agreement, Long Beach shall be entitled to and shall retain any and all
9 license fees and other fees authorized by the Seal Beach ordinances and
10 resolutions relating to animal control. In addition, Long Beach shall be entitled to
11 and shall retain all monies that it collects for the impounding, boarding, and
12 placement of animals. The fees for the impounding, boarding, and placement of
13 animals shall be those set forth in Long Beach's fee resolution, as periodically
14 amended, and as adopted by the Long Beach City Council. Long Beach shall
15 provide current copies of such free resolution to Seal Beach from time to time.

16 B. Seal Beach shall retain all fines established by the Seal
17 Beach Municipal Code for violations of animal control ordinances as set forth in
18 Seal Beach's Municipal Code and/or Comprehensive Fee Resolution.

19 C. Compensation Schedule.

20 i. Year One (1). In the event and to the extent that the
21 total amount of any and all fees retained by Long Beach does not equal or
22 exceed One Hundred Fifty Eight Thousand One Hundred Ninety Dollars
23 (\$158,190.00) ("Annual Compensation") on June 30 of the first year period
24 of July 1, 2016 through June 30, 2017, then Seal Beach shall pay to Long
25 Beach the difference between the total fees as set forth in Section 4.A. and
26 Annual Compensation. Payment of the difference shall be made on or
27 before July 31 of that same year. In the event and to the extent that the
28 total amount of all license fees retained by Long Beach exceeds Annual

1 Compensation on June 30 of that same year, then the excess shall be
2 divided equally between Long Beach and Seal Beach.

3 ii. Year Two (2). Annual Compensation shall be adjusted
4 by the percent change in the Consumer Price Index (CPI) for All Urban
5 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
6 Riverside-Orange County, CA Area (February 2017 to February 2018), as
7 published by the United States Department of Labor, Bureau of Labor
8 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
9 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
10 event and to the extent that the total amount of any and all fees retained by
11 Long Beach does not equal or exceed Adjusted Annual Compensation on
12 June 30 of the second year period of July 1, 2017 through June 30, 2018,
13 then Seal Beach shall pay to Long Beach the difference between the total
14 fee as set forth in Section 4.A. and Adjusted Annual Compensation.
15 Payment of the difference shall be made on or before July 31 of that same
16 year. In the event and to the extent that the total amount of all license fees
17 retained by Long Beach exceeds Adjusted Annual Compensation on June
18 30 of that same year, then the excess shall be divided equally between
19 Long Beach and Seal Beach."

20 D. Compensation in the Event of Termination. In the event of
21 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach
22 shall retain fees as compensation for services provided by Long Beach through
23 the effective date of the termination.

24 i. Year One (1). In the event and to the extent that the
25 total amount of any and all fees retained by Long Beach to the effective
26 date of termination does not equal or exceed one twelfth (1/12) of the
27 Annual Compensation for each of the number of months that the
28 Agreement has been in effect prior to June 30, 2017, then Seal Beach shall

1 pay to Long Beach the difference between the total fees as set forth in
2 Section 4.A. to the effective date of termination and the dollar figure
3 obtained by multiplying one twelfth (1/12) of the Annual Compensation
4 times the number of months the Agreement was in effect between July 1,
5 2016 through June 30, 2017. A partial month shall be deemed a full month.
6 Payment of the difference shall be made within thirty (30) days after the
7 effective date of termination. Any excess fees shall be paid to Seal Beach
8 within thirty (30) days of the effective date of termination.

9 ii. Year Two (2). In the event and to the extent that the
10 total amount of any and all fees retained by Long Beach to the effective
11 date of termination but prior to June 30, 2018 does not equal or exceed one
12 twelfth (1/12) of the Adjusted Annual Compensation for each month that the
13 Agreement has been in effect until June 30, 2018, then Seal Beach shall
14 pay to Long Beach the difference between the total fees as set forth in
15 Section 4.A. to the effective date of termination and the dollar figure
16 obtained by multiplying one twelfth (1/12) of the Adjusted Annual
17 Compensation times the number of months the Agreement was in effect
18 between July 1, 2017 through June 30, 2018. A partial month shall be
19 deemed a full month. Payment of the difference shall be made within thirty
20 (30) days after the effective date of termination. Any excess fees shall be
21 paid to Seal Beach within thirty (30) days of the effective date of
22 termination.”

23 E. Payments. Long Beach shall prepare and submit a bill to
24 Seal Beach every quarter, the first quarterly bill being submitted to Seal Beach on
25 or about October 1, 2016. Upon receipt of these quarterly bills, Seal Beach
26 agrees to make timely payments to Long Beach. In like manner, Long Beach
27 agrees to make timely payments to Seal Beach upon receipt of its bill for any
28 amounts owed to it as part of this Agreement.

1 5. ENFORCEMENT. Seal Beach shall cooperate with Long Beach to
2 the fullest extent possible to enforce all Seal Beach ordinances relating to animal control
3 and to enable Long Beach to collect the fees due to Long Beach pursuant to this
4 Agreement.

5 6. SEAL BEACH ANIMAL CARE CENTER. During the term of this
6 Agreement, Seal Beach will enter and keep in effect a contract with The Friends of the
7 Seal Beach Animal Care Center, or other suitable entity, that requires the Seal Beach
8 Animal Care Center to accept animals from employees working in the Long Beach
9 Bureau of Animal Care Services, requires the Seal Beach Animal Care Center to hold the
10 animals in accordance with Seal Beach ordinances and State laws relating to the
11 keeping, harboring and disposition of animals, except as described in Section 2.C above,
12 and requires the Seal Beach Animal Care Center to provide kennels, animal shelters, and
13 related services to enable Seal Beach to meet its obligations under this Agreement to
14 accept animals impounded by Long Beach within the city limits of Seal Beach and to
15 accept animals brought to the Long Beach animal shelter which were found within the city
16 limits of Seal Beach. Seal Beach will give any notices required by law regarding
17 destruction of animals and use humane methods in their destruction.

18 Failure of Seal Beach to enforce its contract with the Seal Beach Animal
19 Care Center within three (3) days after notice from Long Beach that the Seal Beach
20 Animal Care Center has refused to accept animals from Long Beach as described above
21 shall be a material breach of this Agreement between Seal Beach and Long Beach which
22 entitles Long Beach to terminate this Agreement.

23 7. ORDINANCES.

24 A. The Long Beach Municipal Code regulating animals will have
25 no force or effect or application to the services provided by Long Beach in Seal
26 Beach under this Agreement.

27 B. If the animal control ordinances of Seal Beach are amended
28 during the term of this Agreement, then Seal Beach shall, within ten (10) days after

1 the effective date of the amendment(s), give notice to Long Beach of such
2 changes. Long Beach shall notify Seal Beach of any objections to the
3 amendments. If Seal Beach and Long Beach cannot come to a mutually
4 acceptable agreement concerning the amendments within thirty (30) days after the
5 original notice from Seal Beach, then Long Beach shall have the right to terminate
6 this Agreement by giving thirty (30) days notice to Seal Beach. In the event of
7 termination, neither party shall have any further obligation under this Agreement
8 except as provided in Section 4.

9 8. REPORTS.

10 A. Long Beach shall keep and maintain during the term of this
11 Agreement books and records pertaining to the licensing of animals, collection of
12 fees, impounding of animals, citations issued, warnings issued, and the
13 destruction of animals as these items relate to animals within the city limits of Seal
14 Beach. Said books and records shall be available for audit and examination by
15 Seal Beach during normal business hours of Long Beach and on reasonable
16 notice.

17 B. Each month during the term of this Agreement Long Beach
18 will provide to the City Manager of Seal Beach a written record of the total dollar
19 amount of license fees collected.

20 C. Long Beach shall maintain a record of all complaints received
21 and furnish to the City Manager of Seal Beach a written record of the complaints
22 and the way in which complaints were handled. Long Beach will furnish this
23 information, along with a written report on the operation of the Long Beach Bureau
24 of Animal Care Services as it pertains to Seal Beach, monthly to Seal Beach.

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

27 10. NOTICE. Any notice hereunder by either party shall be in writing
28 and personally delivered or deposited in the U.S. Postal Service, first class, postage

1 prepaid, addressed to Long Beach at 333 West Ocean Boulevard, Long Beach, California
2 90802 Attn: Bureau of Animal Care Services and to Seal Beach at 211 8th Street, Seal
3 Beach, California 90740 Attn: City Manager. Notice shall be deemed given on the date
4 deposited in the mail or on the date personal delivery is made, whichever first occurs.

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

8 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT.
9 Long Beach shall not contract with any entity to perform in whole or in part the work or
10 services required hereunder without the written approval of Seal Beach. Neither this
11 Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily
12 or by operation of law, without the prior written approval of Seal Beach. Any such
13 prohibited assignment or transfer shall be void.

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

22 14. ENTIRE AGREEMENT. This Agreement constitutes the entire
23 understanding between the parties and supersedes all other agreements, whether oral or
24 written, with respect to the subject matter herein.

25 15. INDEPENDENT CONTRACTOR. In performing services hereunder,
26 Long Beach is an independent contractor and its employees are not employees or agents
27 of Seal Beach. In that regard, Seal Beach will not withhold taxes of any kind from fees
28 payable to Long Beach, will not obtain workers' compensation for or on behalf of

1 employees of Long Beach, and will not provide any of the usual and customary benefits
2 or privileges for employees of Long Beach, including but not limited to compensation.

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

5 CITY OF SEAL BEACH, a municipal
6 corporation

7 May 9, 2017
2016

By Jill R. Ingram
Jill R. Ingram City Manager

8 "Seal Beach"

9 This Agreement is approved as to form on May 1, 2017
2016

10 By Greg Steele
Greg Steele City Attorney

11 CITY OF LONG BEACH, a municipal
12 corporation

13 May 24, 2016
2017

14 By Tom Modica
Tom Modica City Manager
15 "Long Beach" Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 This Agreement is approved as to form on MAY 10, 2016
2017

17 CHARLES PARKIN, City Attorney

18 By Art Sanchez
Deputy City Attorney
19 ART SANCHEZ