

1 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. In performing
8 said services and functions, Long Beach shall have all of the powers of Seal
9 Beach as if Seal Beach were performing the services and functions. Long Beach
10 agrees to provide such services to Seal Beach at the same level that it provides to
11 the residents of Long Beach.

12 B. In performing the functions of a Department of Animal Control,
13 the Animal Control Services Officer of Long Beach shall serve as the managing
14 officer of animal control for Seal Beach and shall have the following duties:

15 i. To enforce all Seal Beach ordinances and state laws
16 within Seal Beach city limits with respect to the keeping and harboring of
17 animals;

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

22 iii. To investigate complaints of cruelty to animals brought
23 to the attention of the Animal Control Services Officer;

24 iv. To pick up and impound, on request from an authorized
25 representative of Seal Beach or any resident of Seal Beach, any stray dogs
26 within the Seal Beach city limits and deliver them as described in sub-
27 section 2.C below, except that Long Beach shall have no obligation to
28 accept stray animals or pets delivered to the Long Beach animal shelter by

1 residents of Seal Beach;

2 v. To promptly pick-up injured animals and to pick-up
3 dead animals;

4 vi. To issue license tags and license receipts;

5 vii. To perform such duties with respect to the regulation
6 and protection of animals within Seal Beach as directed from time to time
7 by the City Manager of Seal Beach;

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

10 ix. To canvass all known households in Seal Beach during
11 the term of this Agreement to insure that all animals required to be licensed
12 are, in fact, licensed.

13 Long Beach will provide the services listed above for an amount of
14 time that averages approximately three (3) hours per day, or twenty-one (21)
15 hours per week.

16 C. Long Beach shall deliver to the Seal Beach Animal Care
17 Center, 1700 Adolfo Lopez Drive, Seal Beach, CA 90740 all animals that Long
18 Beach impounds in Seal Beach and all animals delivered to the Long Beach
19 animal shelter which were found or kept within the City limits of Seal Beach.
20 Pursuant to the contract identified in Section 6, the Seal Beach Animal Care
21 Center shall hold the animals in accordance with Seal Beach ordinances and State
22 laws relating to the keeping, harboring and disposition of animals, except that the
23 following animals will not be delivered to the Seal Beach Animal Care Center but
24 will be handled by Long Beach: (i) animals that require quarantine; (ii) animals
25 impounded as evidence in criminal cases; (iii) animals impounded in a case
26 alleging that the animal is vicious; (iv) animals that are prohibited by federal, state
27 or local law to be owned or kept by private citizens; and (v) animals in the class
28 Aves (birds) or the class Mammalia (mammals) that are not normally domesticated

1 in California or that are not native to California.

2 D. Long Beach shall have no obligation under this Agreement to
3 accept animals impounded in the city limits of Seal Beach or animals brought to
4 the Long Beach animal shelter after being found or kept within the city limits of
5 Seal Beach.

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

11 3. INDEMNIFICATION. Pursuant to Government Code Section 895.4,
12 Long Beach shall indemnify, defend, and hold Seal Beach harmless from any liability
13 imposed for injury (as defined by Government Code Section 810.8) occurring by reason
14 of any acts or omissions on the part of Long Beach under or in connection with any work,
15 authority, or jurisdiction delegated to Long Beach under this Agreement and Seal Beach
16 shall indemnify, defend, and hold Long Beach harmless from any liability imposed for
17 injury (as defined by Government Code Section 810.8) occurring by reason of any acts or
18 omissions on the part of Seal Beach under or in connection with any work, authority, or
19 jurisdiction delegated to Seal Beach under this Agreement.

20 4. FEES.

21 A. For and in consideration of the rendition of services pursuant
22 to this Agreement, Long Beach shall be entitled to and shall retain any and all
23 license fees and other fees authorized by the Seal Beach ordinances and
24 resolutions relating to animal control. In addition, Long Beach shall be entitled to
25 and shall retain all monies that it collects for the impounding, boarding, and
26 placement of animals. The license and other fees shall be those set forth in Long
27 Beach's fee resolution, as periodically amended, and as adopted by the Long
28 Beach City Council.

1 B. Seal Beach shall retain all fines established by the Seal
2 Beach Municipal Code for violations of animal control ordinances as set forth in
3 Seal Beach's Comprehensive Fee Resolution.

4 C. Compensation Schedule.

5 i. Year One (1). In the event and to the extent that the
6 total amount of any and all fees retained by Long Beach does not equal or
7 exceed One Hundred Thirty-One Thousand Three Hundred Thirty-Three
8 Dollars (\$131,333) on June 30 of the first year period of July 1, 2010
9 through June 30, 2011, then Seal Beach shall pay to Long Beach the
10 difference between the total fees and \$131,333. Payment of the difference
11 shall be made on or before July 31 of that same year. In the event and to
12 the extent that the total amount of all license fees retained by Long Beach
13 exceeds \$131,333 on June 30 of that same year, then the excess shall be
14 divided equally between Long Beach and Seal Beach.

15 ii. Year Two (2). In the event and to the extent that the
16 total amount of any and all fees retained by Long Beach does not equal or
17 exceed One Hundred Thirty-Four Thousand Four Hundred Eighty-Five
18 Dollars (\$134,485) on June 30 of the second year period of July 1, 2011
19 through June 30, 2012, then Seal Beach shall pay to Long Beach the
20 difference between the total fees and \$134,485. Payment of the difference
21 shall be made on or before July 31 of that same year. In the event and to
22 the extent that the total amount of all license fees retained by Long Beach
23 exceeds \$134,485 on June 30 of that same year, then the excess shall be
24 divided equally between Long Beach and Seal Beach.

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

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

1 i. Year One (1). In the event and to the extent that the
2 total amount of any and all fees retained by Long Beach to the effective
3 date of termination does not equal or exceed Ten Thousand Nine Hundred
4 Forty-Four Dollars (\$10,944) for each month that the Agreement has been
5 in effect until June 30, 2011, then Seal Beach shall pay to Long Beach the
6 difference between the total fees to the effective date of termination and the
7 dollar figure obtained by multiplying \$10,944 times the number of months
8 the Agreement was in effect between July 1, 2010 through June 30, 2011.
9 A partial month shall be deemed a full month. Payment of the difference
10 shall be made within thirty (30) days after the effective date of termination.
11 Any excess fees shall be paid to Seal Beach.

12 ii. Year Two (2). In the event and to the extent that the
13 total amount of any and all fees retained by Long Beach to the effective
14 date of termination but prior to June 30, 2012 does not equal or exceed
15 Eleven Thousand Two Hundred Seven Dollars (\$11,207) for each month
16 that the Agreement has been in effect until June 30, 2012, then Seal Beach
17 shall pay to Long Beach the difference between the total fees to the
18 effective date of termination and the dollar figure obtained by multiplying
19 \$11,207 times the number of months the Agreement was in effect between
20 July 1, 2011 through June 30, 2012. A partial month shall be deemed a full
21 month. Payment of the difference shall be made within thirty (30) days after
22 the effective date of termination. Any excess fees shall be paid to Seal
23 Beach

24 5. ENFORCEMENT. Seal Beach shall cooperate with Long Beach to
25 the fullest extent possible to enforce all Seal Beach ordinances relating to animal control
26 and to enable Long Beach to collect the fees due to Long Beach pursuant to this
27 Agreement.

28 6. SEAL BEACH ANIMAL CARE CENTER. During the term of this

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

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

18 7. ORDINANCES.

19 A. The Long Beach Municipal Code regulating animals will have
20 no force or effect or application to the services provided by Long Beach under this
21 Agreement.

22 B. If the animal control ordinances of Seal Beach are amended
23 during the term of this Agreement, then Seal Beach shall, within ten (10) days after
24 the effective date of the amendment(s), give notice to Long Beach of such
25 changes. Long Beach shall notify Seal Beach of any objections to the
26 amendments. If Seal Beach and Long Beach cannot come to a mutually
27 acceptable agreement concerning the amendments within thirty (30) days after the
28 original notice from Seal Beach, then Long Beach shall have the right to terminate

1 this Agreement by giving thirty (30) days notice to Seal Beach. In the event of
2 termination, neither party shall have any further obligation under this Agreement
3 except as provided in Section 4.

4 8. REPORTS.

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

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

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

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

22 10. NOTICE. Any notice hereunder by either party shall be in writing
23 and personally delivered or deposited in the U.S. Postal Service, first class, postage
24 prepaid, addressed to Long Beach at 333 West Ocean Boulevard, Long Beach, California
25 90802 Attn: Bureau of Animal Care Services and to Seal Beach at 211 8th Street, Seal
26 Beach, California 90740 Attn: City Manager. Notice shall be deemed given on the date
27 deposited in the mail or on the date personal delivery is made, whichever first occurs.

28 11. AMENDMENT. This Agreement shall not be amended, nor any

1 provision or breach waived, except in writing signed by the parties which expressly refers
2 to this Agreement.

3 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT.

4 Long Beach shall not contract with any entity to perform in whole or in part the work or
5 services required hereunder without the written approval of Seal Beach. Neither this
6 Agreement nor any interest in this Agreement may be assigned or transferred, voluntarily
7 or by operation of law, without the prior written approval of Seal Beach. Any such
8 prohibited assignment or transfer shall be void.

9 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No

10 officer or employee of Seal Beach shall be personally liable to Long Beach, or any
11 successor in interest, in the event of any default or breach by Seal Beach or for any
12 amount which may become due to Long Beach or its successor, or for breach of any
13 obligation of the terms of this Agreement; nor shall any officer or employee of Long
14 Beach be personally liable to Seal Beach, or any successor in interest, in the event of
15 default or breach by Long Beach or for any amount which may become due to Seal
16 Beach or its successor, or for breach of any obligation of the terms of this Agreement.

17 14. ENTIRE AGREEMENT. This Agreement constitutes the entire

18 understanding between the parties and supersedes all other agreements, whether oral or
19 written, with respect to the subject matter herein.

20 15. INDEPENDENT CONTRACTOR. In performing services hereunder,

21 Long Beach is an independent contractor and its employees are not employees or agents
22 of Seal Beach. In that regard, Seal Beach will not withhold taxes of any kind from fees
23 payable to Long Beach, will not obtain workers' compensation for or on behalf of
24 employees of Long Beach, and will not provide any of the usual and customary benefits
25 or privileges for employees of Long Beach, including but not limited to compensation.

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

CITY OF SEAL BEACH, a municipal corporation

June 14, 2010

By [Signature]
City Manager

"Seal Beach"

This Agreement is approved as to form on June 14, 2010.

By [Signature]
City Attorney

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

7.6, 2010

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Long Beach"

This Agreement is approved as to form on 6/22, 2010.

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