

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

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AGREEMENT FOR DOG LICENSE CANVASSING

31214

THIS AGREEMENT is entered, in duplicate, dated for reference purposes only as of August 6, 2008, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 22, 2008, and an order by the Board of Supervisors of the County of Los Angeles, by and between the COUNTY OF LOS ANGELES, a body politic ("County"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City desires to contract with County for dog license canvassing services to be performed through the Director of Animal Care and Control; and

WHEREAS, County is willing and able to render the services on the terms and conditions stated herein; and

WHEREAS, such contracts are authorized by Section 56 1/2 of the Charter of the County of Los Angeles and Section 51300 et seq. of the California Government Code;

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

1. County shall conduct door-to-door canvassing relating to dog licensing in the City in areas designated by the Manager of City's Animal Control Division. Further, County shall collect dog license fees for unlicensed dogs and for renewal licenses in the amounts of Eighty-Five Dollars (\$85.00) for unaltered dogs, Eighteen Dollars (\$18.00) for altered dogs, and Nine Dollars (\$9.00) for altered dogs owned by persons over the age of 60 (only one senior discount per household). These fees are authorized by resolution of the City and this Agreement shall be amended if a new resolution is passed increasing these fees.

2. In performing these services, the City shall fully cooperate with the County. But, the County shall furnish all labor, supervision, material, supplies and equipment to perform the services except those specialized forms, stationery, notices

1 and the like provided to it by the City.

2 3. All persons employed in performing these services shall be County
3 employees and no City employee shall be employed by the County to do so. No person
4 employed by the County to perform these services shall be entitled to, have any right to
5 or in or any claim for any pension, civil service, workers' compensation, or other benefit
6 or right pertaining to City employees. The City shall not be liable for the payment of any
7 salaries, wages, or other compensation of any kind, including but not limited to workers'
8 compensation, indemnity for injury or sickness, or any insurance to or on behalf of any
9 County employee performing services hereunder.

10 4. The Assumption of Liability Agreement dated as of November 14,
11 1977 and executed by the parties is hereby made a part of this Agreement by this
12 reference.

13 5. For and in consideration of the services described above, City shall
14 pay to County the sum of Fifty-Five Dollars and Forty-Seven Cents (\$55.47) per hour, not
15 to exceed two thousand one hundred (2,100) hours for a total of One Hundred Sixteen
16 Thousand Four Hundred Eighty-Seven Dollars (\$116,487.00). County guarantees that it
17 will collect sufficient dog license fees to offset City's payment to County due hereunder
18 and, if County fails to collect sufficient dog license fees to offset the amount City owes to
19 County, then City shall only be obligated to pay to County an amount equal to the dog
20 licensing fees collected by County regardless of the hours of service expended by
21 County. To the extent that the County collects dog license fees in excess of \$116,487.00
22 the City will pay twenty-five percent (25%) of that excess to the County but not the hourly
23 rate of \$55.47. City will pay County at the end of Fiscal Year 2008-09 and at the end of
24 the term of this Agreement, following submission by County of appropriate documentation
25 evidencing the amount of revenue collected as a result of canvassing and the cost of its
26 service (number of hours multiplied by the hourly rate) in canvassing.

27 6. This Agreement shall commence at 12:01 a.m. on July 1, 2008, and
28 shall terminate at midnight on June 30, 2009, unless sooner terminated as provided

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1 herein. This Agreement may be extended by mutual agreement of the parties for three
2 (3) separate, consecutive periods of one (1) year each and this Agreement shall be
3 amended to reflect any such extensions. Either party may terminate this Agreement by
4 giving the other party thirty (30) days prior notice, as described in Section 8.

5 7. County shall keep separate books and records pertaining to dog
6 licensing and canvassing performed pursuant to this Agreement. Said books and records
7 shall be available for examination by the City during normal business hours of the County
8 and on reasonable verbal notification.

9 8. Notice shall be in writing and personally delivered or deposited in the
10 U.S. Postal Service, first class, postage prepaid, addressed to the County at 11258 South
11 Garfield Avenue, Downey, California 90242, Attn: Director of Animal Care and Control,
12 and to the City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City
13 Manager. Notice shall be deemed given on the date of personal delivery or on the date
14 deposited in the mail, whichever first occurs.

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

18 10. The County shall not contract with any entity or independent
19 contractor to perform the whole or any part of the services hereunder without the prior
20 written approval of the City. Neither this Agreement nor any interest herein shall be
21 assigned or transferred without the prior approval of the City. Any such prohibited
22 assignment or transfer shall be void.

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

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IN WITNESS WHEREOF, the parties have executed this Agreement with all of the formalities required by law as of the date first stated above.

COUNTY OF LOS ANGELES, a body politic

_____, 2008

By *Marcia Mayeda*
Director
Animal Care and Control
Los Angeles County

"County"

This Agreement is approved as to form on _____, 2008.

By _____
County Counsel

CITY OF LONG BEACH, a municipal corporation

July 9, 2008⁹

By *[Signature]*
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Agreement is approved as to form on *July 7*, 2008.⁹

ROBERT E. SHANNON, City Attorney

By *[Signature]*
Deputy City Attorney

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