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2. SERVICES.

A. Long Beach shall perform animal control services for Los Alamitos, and perform the functions of a Department of Animal Control. In performing said services and functions, Long Beach shall have all of the powers of Los Alamitos as if Los Alamitos were performing same. Long Beach agrees to provide such services to Los Alamitos at the same level that it provides to the residents of Long Beach.

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

C. In performing the functions of a Department of Animal Control, the Long Beach Bureau of Animal Care Services shall serve as Director of Animal Control for Los Alamitos and shall have the following duties:

i. To enforce all Los Alamitos ordinances and state laws within Los Alamitos city limits with respect to the keeping, harboring and disposition of animals;

ii. To patrol the streets of Los Alamitos whenever possible with designated animal control officers to enforce the provisions of the Los Alamitos Municipal Code relating to dogs running at large and to respond in a timely manner. Emergency service will be available twenty-four (24) hours a day, seven (7) days a week;

iii. To investigate cruelty to animals complaints brought to its attention;

iv. To pick up and impound upon request from an authorized representative of Los Alamitos or any resident of Los Alamitos any stray dogs within the Los Alamitos city limits;

v. To maintain prompt pick-up service for injured animals, animals that have bitten, and animals that are an immediate threat to the

1 public. "Prompt pick-up" means pick-up within twenty (20) minutes after the  
2 request for service is received by Long Beach, but not longer than one hour  
3 after the request. Long Beach will achieve prompt pick-up for seventy  
4 percent or more of requests for prompt pick-up service during the hours of  
5 8:00 a.m. and 4:30 p.m. Long Beach will also provide routine pick-up  
6 service, such as pick-up for stray animals in custody, stray dogs running at-  
7 large and dead animals. "Routine pick-up" means pick-up within one hour  
8 after receiving the request for service.

9 Long Beach and Los Alamitos mutually agree and recognize  
10 that prompt pick-up and routine pick-up services may be affected by high  
11 service demands, by proximity of Long Beach animal control staff to Los  
12 Alamitos, and other factors beyond the control of Long Beach. In those  
13 situations, Long Beach animal control staff will call the person at Los  
14 Alamitos who requested service to provide estimated times for arrival of the  
15 staff.

16 vi. To issue license tags and license receipts;

17 vii. To perform such duties with respect to the control  
18 regulation and protection of animals within Los Alamitos as directed from  
19 time to time by the City Manager of Los Alamitos;

20 viii. To maintain a telephone with listed number which will  
21 be answered twenty-four (24) hours every day;

22 ix. To canvass all known households in Los Alamitos  
23 during the term of this Agreement to insure that all animals required to be  
24 licensed are, in fact, licensed.

25 D. Long Beach shall operate a public animal shelter located at  
26 7700 East Spring Street, Long Beach, California 90815 to service Los Alamitos  
27 throughout the term of this Agreement. Said animal shelter is currently operated  
28 by and for Long Beach for its residents. The operation of said animal shelter will

1 continue at its current level of service or as changed by Long Beach in its  
2 discretion.

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

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

17 4. FEES.

18 A. For and in consideration of the rendition of services pursuant  
19 to this Agreement, Long Beach shall be entitled to and shall retain any and all  
20 animal license fees and other fees relating to animal control, of which animal  
21 license fees shall be set forth in the City of Los Alamitos Schedule of Fees and  
22 Charges, as periodically established and amended by resolution of the Los  
23 Alamitos City Council and provided in writing to the Long Beach Bureau of Animal  
24 Care Services. Where a fee for an animal license or other service to be provided  
25 under this Agreement has not been adopted by resolution of the Los Alamitos City  
26 Council and provided in writing to the Long Beach Bureau of Animal Care  
27 Services, the fee for said animal license or other service shall be as set forth in the  
28 City of Long Beach Schedule of Fees and Charges, as periodically established

1 and amended by resolution and as approved by the Long Beach City Council. In  
2 addition, Long Beach shall be entitled to and shall retain all monies that it collects  
3 for the impounding, boarding, veterinary care and placement of animals. All fees  
4 other than animal licensing fees shall be those set forth in Long Beach's fee  
5 resolution, as periodically amended, and as adopted by the Long Beach City  
6 Council.

7 B. Los Alamitos shall retain all fines imposed by the Los Alamitos  
8 Municipal Code for violations of animal control ordinances.

9 C. Compensation Schedule.

10 i. Year One (1). In the event and to the extent that the  
11 total amount of any and all fees retained by Long Beach does not equal or  
12 exceed Seventy-Five Thousand Five Hundred Twelve Dollars (\$75,512) on  
13 June 30 of the first year period of July 1, 2010 through June 30, 2011, then  
14 Los Alamitos shall pay to Long Beach the difference between the total fees  
15 and \$75,512. Payment of the difference shall be made on or before July 31  
16 of that same year. In the event and to the extent that the total amount of all  
17 license fees retained by Long Beach exceeds \$75,512 on June 30 of that  
18 same year, then the excess shall be divided equally between Long Beach  
19 and Los Alamitos.

20 ii. Year Two (2). 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 Seventy-Seven Thousand Three Hundred Twenty-Four Dollars  
23 (\$77,324) on June 30 of the second year period of July 1, 2011 through  
24 June 30, 2012, then Los Alamitos shall pay to Long Beach the difference  
25 between the total fees and \$77,324. Payment of the difference shall be  
26 made on or before July 31 of that same year. In the event and to the extent  
27 that the total amount of all license fees retained by Long Beach exceeds  
28 \$77,324 on June 30 of that same year, then the excess shall be divided

1                   equally between Long Beach and Los Alamitos.

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

6                   i.     Year One (1). In the event and to the extent that the  
7 total amount of any and all fees retained by Long Beach to the effective  
8 date of termination does not equal or exceed Six Thousand Two Hundred  
9 Ninety-Three Dollars (\$6,293) for each month that the Agreement has been  
10 in effect until June 30, 2011, then Los Alamitos shall pay to Long Beach the  
11 difference between the total fees to the effective date of termination and the  
12 dollar figure obtained by multiplying \$6,293 times the number of months the  
13 Agreement was in effect between July 1, 2010 through June 30, 2011. A  
14 partial month shall be deemed a full month. Payment of the difference shall  
15 be made within thirty (30) days of the effective date of termination. Any  
16 excess fees shall be paid to Los Alamitos.

17                  ii.    Year Two (2). In the event and to the extent that the  
18 total amount of any and all fees retained by Long Beach to the effective  
19 date of termination but prior to June 30, 2010 does not equal or exceed Six  
20 Thousand Four Hundred Forty-Four Dollars (\$6,444) for each month that  
21 the Agreement has been in effect until June 30, 2012, then Los Alamitos  
22 shall pay to Long Beach the difference between the total fees to the  
23 effective date of termination and the dollar figure obtained by multiplying  
24 \$6,444 times the number of months the Agreement was in effect between  
25 July 1, 2011 through June 30, 2012. A partial month shall be deemed a full  
26 month. Payment of the difference shall be made within thirty (30) days of  
27 the effective date of termination. Any excess fees shall be paid to Los  
28 Alamitos.

1           5.     ENFORCEMENT. Los Alamitos shall cooperate with Long Beach to  
2 the fullest extent possible to enforce all Los Alamitos 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.     KENNELS. Long Beach will maintain its kennels and animal shelters  
6 in a humane, sanitary condition. Long Beach will give any notices required by law  
7 regarding destruction of animals and use humane methods in their destruction. Long  
8 Beach does not knowingly sell animals for medical research.

9           7.     ORDINANCES.

10           A.    Los Alamitos shall adopt by reference (in the form of an  
11 ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the  
12 animal control ordinance of Los Alamitos. Subsequent changes, amendments,  
13 additions, deletions, or revisions to the Long Beach Municipal Code regulating  
14 animals will have no force or effect on the animal control ordinances of Los  
15 Alamitos without action by the Los Alamitos City Council.

16           B.    If the animal control ordinances of Los Alamitos are amended  
17 during the term of this Agreement, Los Alamitos shall, within ten (10) days, give  
18 notice to Long Beach of such changes. Long Beach shall notify Los Alamitos of  
19 any objections to the amendments. If Los Alamitos and Long Beach cannot come  
20 to a mutually acceptable agreement concerning the amendments within thirty (30)  
21 days of the original notice of Los Alamitos, Long Beach shall have the right to  
22 terminate this Agreement by giving thirty (30) days notice to Los Alamitos. In the  
23 event of termination, neither party shall have any further obligation under this  
24 Agreement except as provided in Section 4.

25           8.     REPORTS.

26           A.    Long Beach shall keep and maintain during the term of this  
27 Agreement books and records pertaining to the licensing of animals, collection of  
28 fees, impounding of animals, citations issued, warnings issued, and the

1 destruction of animals as these items relate to animals within the city limits of Los  
2 Alamitos. Said books and records shall be available for audit and examination by  
3 Los Alamitos during normal business hours of Long Beach and on reasonable  
4 notice.

5 B. Each month during the term of this Agreement, Long Beach  
6 will inform the City Manager of Los Alamitos of the total dollar amount of license  
7 fees collected.

8 C. Long Beach shall maintain a record of all complaints received  
9 and furnish the City Manager with a written record of the complaints and the way  
10 in which complaints were handled. This information, along with a written report on  
11 the operation of the Long Beach Animal Control Program, shall be furnished  
12 monthly to the City of Los Alamitos.

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

15 10. NOTICE. Any notice required hereunder or desired to be given by  
16 either party shall be in writing and personally served or deposited in the U.S. Postal  
17 Service, first class, postage prepaid, addressed to Long Beach at 333 West Ocean  
18 Boulevard, Long Beach, California 90802, Attention: Bureau of Animal Care Services and  
19 to Los Alamitos at 3191 Katella Avenue, Los Alamitos, California 90720-5600, Attention:  
20 City Manager. Notice shall be deemed given on the date deposited in the mail or on the  
21 date personal service is obtained, whichever first occurs.

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

25 12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT.  
26 Long Beach shall not contract with any entity to perform in whole or in part the work or  
27 services required hereunder without the express written approval of Los Alamitos.  
28 Neither this Agreement nor any interest herein may be assigned or transferred,

1 voluntarily or by operation of law, without the prior written approval of Los Alamitos. Any  
2 such prohibited assignment or transfer shall be void.

3 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No  
4 officer or employee of Los Alamitos shall be personally liable to Long Beach, or any  
5 successor in interest, in the event of any default or breach by Los Alamitos or for any  
6 amount which may become due to Long Beach or its successor, or for breach of any  
7 obligation of the terms of this Agreement; nor shall any officer or employee of Long  
8 Beach be personally liable to Los Alamitos, or any successor in interest, in the event of  
9 default or breach by Long Beach or for any amount which may become due to Los  
10 Alamitos or its successor, or for breach of any obligation of the terms of this Agreement.

11 14. CORPORATE AUTHORITY. The person executing this Agreement  
12 on behalf of each party hereto warrants that (i) such party is duly organized and existing,  
13 (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of such  
14 party, (iii) by so executing this Agreement, such party is formally bound to the provisions  
15 of this Agreement, and (iv) the entering into this Agreement does not violate any  
16 provision of any other agreement to which said party is bound.

17 15. 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 16. INDEPENDENT CONTRACTOR. In performing services hereunder,  
21 Long Beach is an independent contractor and its employees are not employees or agents  
22 of Los Alamitos. In that regard, Los Alamitos 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 nor provide any of the usual and customary benefits or  
25 privileges for employees of Long Beach, including but not limited to compensation.

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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 LOS ALAMITOS, a municipal corporation

June 7, 2010

By Marilyn M. Poe  
Mayor

"Los Alamitos"

This Agreement is hereby approved as to form on 6/7, 2010.

By Sandra Otter  
City Attorney

CITY OF LONG BEACH, a municipal corporation

7.6, 2010

By [Signature]  
City Manager  
Assistant City Manager  
"Long Beach"

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

This Agreement is hereby 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