



1 agreement of the parties to the terms of the extension, the parties shall execute an  
2 amendment to this Agreement.

3           2.    SERVICES.

4                   A.    Long Beach shall perform the following services for Cerritos  
5 within its corporate limits:

6                           i.    To provide one (1) dedicated officer, totaling forty (40)  
7 hours per week.

8                           ii.   To patrol the streets of Cerritos as many hours per  
9 month as necessary to enforce the provision of Cerritos Municipal Code  
10 relating to animal control. Service will be available twenty-four (24) hours  
11 per day, seven (7) days per week.

12                           iii.   To enforce all applicable leash law requirements.

13                           iv.   To enforce all applicable standards for animal care.

14                           v.    To operate an animal control shelter; to maintain its  
15 kennels and premises in a sanitary condition at all times; to comply with all  
16 applicable laws of the State of California; and to give the prescribed notices  
17 and use humane methods for the care and destruction of any animal  
18 coming under its jurisdiction.

19                           vi.   To enforce all applicable State statutes and  
20 ordinances, with respect to those services as are customarily rendered by  
21 Long Beach.

22                           vii.   To pick up and impound stray, sick, or injured animals  
23 from the public streets and private property.

24                           viii.   To pick up dead animals within twenty-four (24) hours  
25 once notified.

26                           ix.   To investigate complaints related to animal cruelty.

27                           x.    To provide prompt twenty-four (24) hours per day  
28 emergency service response for injured or vicious dogs.

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xi. To provide all services and materials to establish and maintain a licensing and canvassing program.

xii. To canvass households in Cerritos during the term of this Agreement to insure that all animals required to be licensed are, in fact, licensed.

xiii. To provide for licensing services at two (2) rabies clinics each year to be organized and administered by Cerritos.

xiv. To keep and maintain during the term of this Agreement, books, and records pertaining to the licensing of animals, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by Cerritos during normal business hours of the Long Beach, and on reasonable notice. Long Beach shall maintain a record of all complaints received, animals impounded and dispositions and shall report said statistics to Cerritos on a monthly basis.

B. That if requested in writing by Cerritos, additional services above those described herein may be performed by Long Beach when Cerritos determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by Long Beach. Cerritos will pay for such additional services in such amounts as are agreed to by Long Beach and Cerritos.

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

3. INDEMNIFICATION. Long Beach agrees to indemnify and hold

1 harmless Cerritos, its agents, employees and officials against any and all claims,  
2 demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission  
3 of any officer, agent or employee of Long Beach arising from performance pursuant to  
4 this Agreement. Cerritos agrees to indemnify and hold harmless Long Beach, its agents,  
5 employees and officials against any and all claims, demands, damages, liabilities, costs,  
6 suits or expenses arising out of any act or omission of any officer or employee of Cerritos  
7 arising from performance pursuant to this Agreement.

8 4. FEES.

9 A. For and in consideration of the rendition of services pursuant  
10 to this Agreement, Long Beach shall be entitled to and shall retain any and all  
11 animal license fees and other fees relating to animal control, of which animal  
12 license fees shall be set forth in the City of Cerritos Schedule of Fees and  
13 Charges, as periodically established and amended by resolution of the Cerritos  
14 City Council and provided in writing to the Long Beach Bureau of Animal Care  
15 Services. Where a fee for an animal license or other service to be provided under  
16 this Agreement has not been adopted by resolution of the Cerritos City Council  
17 and provided in writing to the Long Beach Bureau of Animal Care Services, the fee  
18 for said animal license or other service shall be as set forth in the City of Long  
19 Beach Schedule of Fees and Charges, as periodically established and amended  
20 by resolution and as approved by the Long Beach City Council. In addition, Long  
21 Beach shall be entitled to and shall retain all monies that it collects for the  
22 impounding, boarding, veterinary care and placement of animals. All fees other  
23 than animal licensing fees shall be those set forth in Long Beach's fee resolution,  
24 as periodically amended, and as adopted by the Long Beach City Council

25 B. Cerritos shall retain all fines imposed by the Cerritos  
26 Municipal Code for violations of animal control ordinances.

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C. Compensation Schedule.

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Three Hundred-Nineteen Thousand Eight Hundred Six Dollars (\$319,806.00) ("Annual Compensation") on June 30 of the first year period of July 1, 2016 through June 30, 2017, then Cerritos shall pay to Long Beach the difference between the total fees set forth in Section 4.A. and Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Cerritos.

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

1 and Cerritos.”

2 D. Compensation in the Event of Termination. In the event of  
3 termination of this Agreement pursuant to Section 8, Long Beach shall retain fees  
4 as compensation for services provided by Long Beach through the effective date  
5 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 Annual Compensation for  
9 each month that the Agreement has been in effect until June 30, 2017, then  
10 Cerritos shall pay to Long Beach the difference between the total fees as  
11 set forth in Section 4.A. to the effective date of termination and the dollar  
12 figure obtained by multiplying Annual Compensation times the number of  
13 months the Agreement was in effect between July 1, 2016 through June 30,  
14 2017. A partial month shall be deemed a full month. Payment of the  
15 difference shall be made within thirty (30) days of the effective date of  
16 termination. Any excess fees shall be paid to Cerritos.

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, 2018, does not equal or exceed  
20 Adjusted Annual Compensation for each month that the Agreement has  
21 been in effect until June 30, 2018, then Cerritos shall pay to Long Beach  
22 the difference between the total fees as set forth in Section 4.A. to the  
23 effective date of termination and the dollar figure obtained by multiplying  
24 Adjusted Annual Compensation times the number of months the Agreement  
25 was in effect between July 1, 2017 and June 30, 2018. A partial month  
26 shall be deemed a full month. Payment of the difference shall be made  
27 within thirty (30) days of the effective date of termination. Any excess fees  
28 shall be paid to Cerritos.

1                   E.     Payments. Long Beach shall prepare and submit a bill to  
2                   Cerritos every quarter, the first quarterly bill being submitted to Cerritos on or  
3                   about October 1, 2016. Upon receipt of these quarterly bills, Cerritos agrees to  
4                   make timely payments to Long Beach. In like manner, Long Beach agrees to  
5                   make timely payments to Cerritos upon receipt of its bill for any amounts owed to it  
6                   as part of this Agreement.

7                   5.     ENFORCEMENT. Cerritos shall cooperate with Long Beach to the  
8                   fullest extent possible to enforce all Cerritos ordinances relating to animal control and to  
9                   enable Long Beach to collect the fees due to Long Beach pursuant to this Agreement.

10                  6.     KENNELS. Long Beach will maintain its kennels and animal shelters  
11                  in a humane, sanitary condition. Long Beach will give proper notices regarding  
12                  destruction of animals and use humane methods in their destruction. Long Beach does  
13                  not knowingly sell animals for medical research.

14                  7.     REPORTS.

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

20                  B.     Each month during the term of this Agreement Long Beach  
21                  will inform the Director of Community and Safety Services of Cerritos of the total  
22                  dollar amount of license fees collected.

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

28                  D.     Long Beach shall maintain a record of hours dedicated to the

1 service of Cerritos and will furnish a written report to the Director of Community  
2 and Safety Services of Cerritos on a monthly basis.

3 8. TERMINATION. Either party may terminate this Agreement by  
4 giving the other party sixty (60) days prior notice.

5 9. NOTICE. Any notice required hereunder or desired to be given by  
6 either party shall be in writing and personally served or deposited in the U.S. Postal  
7 Service, first class, postage prepaid, addressed to Long Beach at 333 West Ocean  
8 Boulevard, Long Beach, California 90802 Attention: Bureau of Animal Care Services and  
9 to Cerritos at Civic Center, 18125 South Bloomfield, Cerritos, California 90703 Attention:  
10 Director of Community and Safety Services. Notice shall be deemed given on the date  
11 deposited in the mail or on the date personal service is obtained, whichever first occurs.

12 10. AMENDMENT. This Agreement shall not be amended, nor any  
13 provision or breach hereof waived, except in writing signed by the parties which expressly  
14 refers to this Agreement.

15 11. ENTIRE AGREEMENT. This Agreement constitutes the entire  
16 understanding between the parties and supersedes all other agreements, whether oral or  
17 written, with respect to the subject matter herein.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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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 CERRITOS, a municipal corporation

JUL 28 2016, 2016

By   
Mayor

"Cerritos"

This Agreement is hereby approved as to form on 7/28, 2016.

By   
City Attorney

CITY OF LONG BEACH, a municipal corporation

August 30, 2016

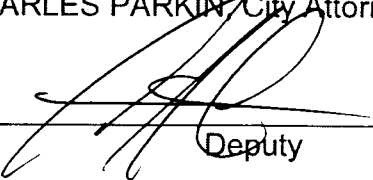
By   
City Manager  
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Long Beach"

This Agreement is hereby approved as to form on Aug. 22, 2016.

CHARLES PARKIN, City Attorney

By   
Deputy