

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 ANIMAL CONTROL  
SERVICES BETWEEN THE CITY OF LONG BEACH  
AND THE CITY OF CERRITOS

**31742**

THIS AGREEMENT is made and entered, in duplicate, as of April 22, 2010 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held April 20, 2010, and a minute order of the City Council of the City of Cerritos at its meeting held on July 8, 2010, by and between the CITY OF LONG BEACH (hereinafter "Long Beach"), and the CITY OF CERRITOS (hereinafter "Cerritos").

RECITALS

WHEREAS, Cerritos is a charter city authorized to provide animal control services to its residents; and

WHEREAS, for the last fifteen years, Cerritos has contracted for these services with Long Beach; and

WHEREAS, Cerritos desires to continue to contract for these services with Long Beach; and

WHEREAS, the Long Beach Bureau of Animal Care Services is able and willing to provide said services for Cerritos, and as a charter city, Long Beach is authorized by Section 111 of its Charter to provide the services described herein to Cerritos;

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

- 1. TERM. This Agreement shall commence at midnight on July 1, 2010, and shall terminate at 11:59 p.m. on June 30, 2012, unless sooner terminated as provided herein. Cerritos may extend this Agreement for two (2) consecutive additional periods of two (2) years each by giving notice of its desire to extend to Long Beach sixty (60) days prior to the end of the term or any individual extension period. Upon mutual

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.

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

3 xii. To canvass all known delinquent households in  
4 Cerritos and one-half of the geographical area within Cerritos during the  
5 term of the Agreement to ensure that all animals required to be licensed  
6 are, in fact, licensed.

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

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

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

22 3. INDEMNIFICATION. Long Beach agrees to indemnify and hold  
23 harmless Cerritos, its agents, employees and officials against any and all claims,  
24 demands, damages, liabilities, costs, suits, or expenses arising out of any act or omission  
25 of any officer, agent or employee of Long Beach arising from performance pursuant to  
26 this Agreement. Cerritos agrees to indemnify and hold harmless Long Beach, its agents,  
27 employees and officials against any and all claims, demands, damages, liabilities, costs,  
28 suits or expenses arising out of any act or omission of any officer or employee of Cerritos

1 arising from performance pursuant to this Agreement.

2 4. FEES.

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

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

21 C. Compensation Schedule.

22 i. Year One (1). In the event and to the extent that the  
23 total amount of any and all fees retained by Long Beach does not equal or  
24 exceed Two Hundred Seventy-Four Thousand Eighty-Three Dollars  
25 (\$274,083) on June 30 of the first year period of July 1, 2010 through June  
26 30, 2011, then Cerritos shall pay to Long Beach the difference between the  
27 total fees and \$274,083. Payment of the difference shall be made on or  
28 before July 31 of that same year. In the event and to the extent that the

1 total amount of all license fees retained by Long Beach exceeds \$274,083  
2 on June 30 of that same year, then the excess shall be divided equally  
3 between Long Beach and Cerritos.

4 ii. Year Two (2). In the event and to the extent that the  
5 total amount of any and all fees retained by Long Beach does not equal or  
6 exceed Two Hundred Eighty Thousand Six Hundred Sixty-One Dollars  
7 (\$280,661) on June 30 of the second year period of July 1, 2011 through  
8 June 30, 2012, then Cerritos shall pay to Long Beach the difference  
9 between the total fees and \$280,661. Payment of the difference shall be  
10 made on or before July 31 of that same year. In the event and to the extent  
11 that the total amount of all license fees retained by Long Beach exceeds  
12 \$280,661 on June 30 of that same year, then the excess shall be divided  
13 equally between Long Beach and Cerritos.

14 D. Compensation in the Event of Termination. In the event of  
15 termination of this Agreement pursuant to Section 8, Long Beach shall retain fees  
16 as compensation for services provided by Long Beach through the effective date  
17 of the termination.

18 i. Year One (1). In the event and to the extent that the  
19 total amount of any and all fees retained by Long Beach to the effective  
20 date of termination does not equal or exceed Twenty-Two Thousand Eight  
21 Hundred Forty Dollars (\$22,840) for each month that the Agreement has  
22 been in effect until June 30, 2011, then Cerritos shall pay to Long Beach  
23 the difference between the total fees to the effective date of termination and  
24 the dollar figure obtained by multiplying \$22,840 times the number of  
25 months the Agreement was in effect between July 1, 2010 through June 30,  
26 2011. A partial month shall be deemed a full month. Payment of the  
27 difference shall be made within thirty (30) days of the effective date of  
28 termination. Any excess fees shall be paid to Cerritos.

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ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination but prior to June 30, 2012 does not equal or exceed Twenty-Three Thousand Three Hundred Eighty-Eight Dollars (\$23,388) for each month that the Agreement has been in effect until June 30, 2012, then Cerritos shall pay to Long Beach the difference between the total fees to the effective date of termination and the dollar figure obtained by multiplying \$23,388 times the number of months the Agreement was in effect between July 1, 2011 and June 30, 2012. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days of the effective date of termination. Any excess fees shall be paid to Cerritos.

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

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

7. REPORTS.

A. Long Beach shall 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 Long Beach and on reasonable notice.

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

C. Long Beach shall maintain a record of all complaints received

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1 and furnish the Director of Community and Safety Services with a written record of  
2 the complaints and the way in which complaints were handled. This information,  
3 along with a report on the operation of the Long Beach Animal Control Bureau,  
4 shall be furnished to the Director of Community and Safety Services monthly.

5 D. Long Beach shall maintain a record of hours dedicated to the  
6 service of Cerritos and will furnish a written report to the Director of Community  
7 and Safety Services of Cerritos on a monthly basis.

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

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

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

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

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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

July 9, 2010

By   
Mayor


"Cerritos"

This Agreement is hereby approved as to form on July 8, 2010.

By   
City Attorney

CITY OF LONG BEACH, a municipal corporation

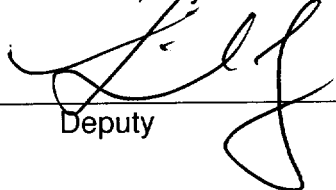
7.28, 2010

By   
City Manager  
**EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**  
Assistant City Manager

"Long Beach"

This Agreement is hereby approved as to form on 7/22, 2010.

ROBERT E. SHANNON, City Attorney

By   
Deputy

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