

March 14, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
March 28, 2006

**RENEWAL OF AGREEMENT WITH LOS ANGELES COUNTY FOR
ANIMAL CONTROL SERVICES**

Recommendation:

That the City Council approve the attached agreement between Los Angeles County and the City of Hermosa Beach for Animal Control Services and authorize Mayor to sign agreement.

Background:

The City's last renewed service agreement was for five years, commencing July 1, 1991 and due to expiration on June 30, 2006. We have contracted with the County of Los Angeles for these services since 1972.

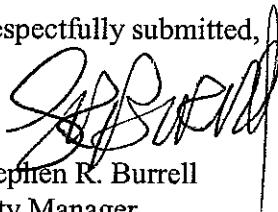
Analysis:

We have enjoyed a tremendous working relationship over the past 34 years with County Animal Shelter #3. There have been many times, when unusual circumstances arise that they have cooperated in finding a workable solution. They have provided, over the years, training for our officers including a ride-along program, at no charge to the City, as well as many other "above and beyond the call of duty" kinds of benefits to the City of Hermosa Beach.

The current service agreement before you is for a five year period with an expiration date of June 30, 2011. A breakdown of the increases in service fees is as follows:

SERVICE	CURRENT RATE	PROPOSED RATE	INCREASE
Impounding of a dog or cat	\$9.02 per day	\$13.37	\$4.35
Holding a dog or cat for observation	\$14.41 per day	\$18.75	\$4.34
Disposal of dead animals	\$4.00 per animal	\$4.84	\$.84

Respectfully submitted,


Stephen R. Burrell
City Manager

March 13, 2006



Stephen R. Burrell
City Manager
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, California 90254

RECEIVED

MAR 14 2006

Per.....

Marcia Mayeda
Director

Administrative Office
5898 Cherry Ave.
Long Beach, CA 90805
(562) 728-4882
Fax (562) 422-3408
<http://animalcontrol.co.la.ca.us>



Shelter locations

11258 S. Garfield Ave.
Downey, CA 90242
(562) 940-6898

216 W. Victoria St.
Gardena, CA 90248
(310) 523-9566

4275 No. Elton
Baldwin Park, CA 91706
(626) 962-3577

5210 W. Avenue I
Lancaster, CA 93536
(661) 940-4191

31044 N. Charlie Cyn. Rd.
Castaic, CA 91384
(661) 257-3191

29525 Agoura Rd.
Agoura, CA 91301
(818) 991-0071

Dear Mr. Burrell:

The current animal services contract between the City of Hermosa Beach and our Department will expire on June 30, 2006. We have taken the liberty of sending you a renewal contract, based on the existing agreement.

The term of the new contract is for five years, from July 1, 2006 through June 30, 2011, which is the standard term for contract renewals between the City of Hermosa Beach and our Department. If your City wishes to specify a different time period, please contact me.

If the renewal contract is acceptable to your City, please arrange to have your City Council approve it and returned the signed, approved contract to me. Our Director will countersign the contract and return the original to you for your files.

We look forward to continuing to serve the City of Hermosa Beach.

If you have any questions or concerns, please feel free to contact me at (562) 256-1361.

Sincerely,
for Marcia Mayeda
Director

Bob Ballenger
Exec. Asst.

enclosure

Animal Control Services
City of Hermosa Beach

THIS AGREEMENT, dated for purpose of reference only, July 1, 2006, is made between the **COUNTY OF LOS ANGELES**, hereinafter referred to as "County," and the **CITY OF HERMOSA BEACH**, hereinafter referred to as "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance of the hereinafter described animal control services within its boundaries by the County of Los Angeles, through the Director of Animal Care and Control.

(b) The County of Los Angeles is agreeable to rendering such services on the terms and conditions as hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56 1/2 of the Charter of the County of Los Angeles and Sections 51300, et seq. of the Government Code.

(d) The parties are aware of the enactment of Government Code Section 907 regarding offset of delinquent amount due for services and the City has agreed to waive its right of advance written notice in accordance with the terms set forth in this agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County agrees, through the Director of Animal Care and Control of the County of Los Angeles, to provide animal control services within the corporate limits of the City to the extent and in the manner hereinafter set forth.

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Such services shall only encompass the duties and functions of the type coming within the jurisdiction and customarily rendered by the Department of Animal Care and Control of the County of Los Angeles under the Charter of said County and the statutes of the State of California.

The level of service shall be the same basic level of service that is and shall hereafter during the term of this agreement be provided for the unincorporated areas of the County of Los Angeles by said Director of Animal Care and Control.

The rendition of such services, the standard of performance and other matters incidental to the performance of such services and the control of personnel so employed shall remain in the County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder or the level and manner of performance of such service, the determination thereof made by the Director of Animal Care and Control of the County shall be final and conclusive as between the parties hereto.

Such services shall include the enforcement of State statutes and municipal animal control ordinances as the City may adopt, as hereinafter provided for.

2. The County agrees to provide kennel and animal shelter services to the City at Animal Center 3, the Carson Animal Shelter. The County, at that facility, shall accept all animals delivered for impoundment by the City on a 24-hour-a-day, seven-days-a-week basis.

3. To facilitate the performance of said functions, it is hereby agreed that the County shall have full cooperation and assistance from the City, its officers, agents and employees.

4. For the purpose of performing said functions, County shall furnish and supply all labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense.

5. All persons employed in the performance of such services and functions for said City shall be County employees and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said city while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

6. City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County employee performing services hereunder for said County.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

7. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991.

Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein.

In the event the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

8. Notwithstanding anything to the contrary herein contained, this contract shall be sooner terminated at any time that the City fails to enact and to maintain in full force and effect, including the amount of fees provided, an ordinance identical with the provision of Division 1, Title 10 of the Los Angeles County Code.

This contract shall also be sooner terminated if the City does not enact amendments to said ordinance adopted by the Board of Supervisors within 120 days after requested to do so by the County. The Director of Animal Care and Control, acting on behalf of the County, may use discretion and need not request the City to adopt amendments which do not apply to the City.

9. For and in consideration of animal control services by the County, City agrees that it shall pay the full cost to County for providing such services at rates determined by the County of Los Angeles Auditor-Controller.

City further agrees that County may keep and retain any and all license fees provided for by County pursuant hereto as an offset against City's obligation to pay the full cost of animal control services.

The County agrees, through the Department of Animal Care and Control, to provide, on or before April 15 or each year, an estimate of the total costs for all animal shelter services to be provided to the City for the fiscal year then in progress. It is agreed that, in connection therewith, the County shall have the powers of the City and shall receive all cooperation possible therefrom to enable efficient enforcement of such ordinance and to effectuate collections called for thereunder.

It is further agreed that, on or before July 15, the County shall provide either (1) an invoice for the amount of any deficit in the prior fiscal year's total revenue as compared to total animal control service costs; or (2) a notice of refund due to the City of any revenue collected which exceeds the total animal control service costs.

10. This contract shall become effective on the date hereinabove first mentioned and shall run for the period ending June 30, 2011, and at the option of the City Council of the City, with the consent of the Director of Animal Care and Control, shall be renewable thereafter for an additional period not to exceed five (5) years.

In the event the City desires to renew this agreement for said five-year period, the City Council shall not later than the 10th of May 2011, notify the Director of Animal Care and Control that it wishes to renew the same, whereupon the Director of Animal Care and Control shall notify the City Council in writing of the Department's willingness to accept such renewal. Otherwise, such agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, the County may terminate this agreement at any time by giving thirty (30) days prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days prior written notice to the County.

11. City agrees that whenever animals from within the boundaries of the City are delivered to animal shelters operated by County, the City shall pay for the services and shelter of said animals at the following rates:

<u>Services</u>	<u>Rates</u>
Impounding of a relinquished dog or cat	\$13.37 per day, plus all veterinarian costs for treating these animals while at the County shelter.
Impounding of a stray dog or cat.	
Holding a dog or cat wearing a license (City shall pay for the foregoing shelter and treatment costs for a period not to exceed seven days.)	
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Holding a dog or cat for observation	\$18.75 per day, plus all veterinarian costs for treating these animals while at the County shelter
Holding a sick or injured dog or cat.	
Holding dogs, cats, poultry, livestock that are ordered impounded by a court, i.e. fighting dogs, guard dogs, etc.	
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For each dead animal brought into the shelter for disposal	\$4.84 per animal
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For each dead livestock, i.e., horse, cow, etc., brought into the shelter for disposal.	\$250.00 per animal

City shall pay for the shelter and treatment of all live animals, reptiles and fowl from within the boundaries of the City and are delivered to animal shelters operated by the County and the cost of such shelter and treatment of such animal shall be as determined by the County Auditor-Controller.

12. The foregoing rates shall be adjusted by the County Auditor-Controller annually, effective July 1st of each year, commencing July 1, 2006, to reflect the cost of such service in accordance with such rates as determined by the Auditor-Controller and as approved by the Board of Supervisors of the County.

All services rendered hereunder are subject to the limitation of the provisions of Section 23008 of the Government Code and, in accordance therewith, before any services are rendered pursuant hereto, an amount equal to the cost, or an amount ten (10) percent in excess of the estimated cost, shall be reserved by the City from its funds to ensure payment to the County for work, services or materials provided hereunder.

13. For shelter services rendered, the County shall submit an itemized invoice to said City within 10 days after the close of each calendar month which includes all such shelter services performed during the preceding month, and said City shall pay County therefore within thirty (30) days after the date of the invoice.

If such payments provided above and in Section 9 of this contract are not delivered to the County office which is described on said invoices within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed. However, the interest herein provided may be waived whenever the Director of Animal Care and Control finds late payment excusable by reason of extenuating circumstances.

14. Notwithstanding the provisions of Government Code Section 907, if such payments are not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including the interest thereon from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

15. The City will review all invoices and report in writing of any discrepancies to the Director of Animal Care and Control within ten (10) business days. The County shall review the disputed charges and send a written explanation detailing the basis for the charges within ten (10) business days of the receipt of the City's written report. If the City does not receive from the County a written explanation within the ten (10) business day period, it shall be implied that the County is not disputing the charges.

16. The County agrees to keep separate records for each City in such form and manner as the County Auditor-Controller of the County of Los Angeles shall specify. Such records shall be open for examination by said City during all business hours.

17. The County agrees that redemption fees which it collects on animals delivered to its animal shelter shall be credited to the City every thirty (30) days.

18. The County agrees to provide to the City additional animal control services on an as-needed basis if requested by written notice 24 hours in advance. If such animal control services are requested during an emergency, the written notice may be waived and said services requested verbally by a duly authorized representative of the City, provided a written request is given the County within 48 hours after the services are rendered. Such animal control services will be provided by the County to the City at rates determined by the Auditor-Controller.

19. The County agrees to maintain its kennel and animal shelter in a humane manner and keep said premises in a sanitary condition at all times and that all services furnished by it hereunder shall be in accordance with the laws of the State of California and that it will give the prescribed notices and use humane methods of care and destruction of any animal coming under its jurisdiction.

IN WITNESS WHEREOF, the City of Hermosa Beach, by order of its City Council, causes this agreement to be signed by its mayor and attested by its clerk and the County of Los Angeles, by order of its Board of Supervisors, has caused this agreement to be subscribed by the Director of Animal Care and Control.

CITY OF HERMOSA BEACH

By _____
Mayor

COUNTY OF LOS ANGELES

By _____
Director, Department of Animal Care & Control

ATTEST:

City Clerk