

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT ("Agreement") is entered into this 1st day of July 2024 by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, whose address is 9777 SEAACA Street, Downey, California 90241 (herein "SEAACA") and the CITY OF VERNON, a California Municipal corporation, whose address is 4305 Santa Fe Avenue, Vernon, California 90058 (herein "CITY"), (cumulatively the "Parties").

RECITALS

- A. SEAACA is a public agency organized by the cities of Downey, Norwalk, Pico Rivera, Bell Gardens, Montebello, Paramount, Santa Fe Springs and South El Monte pursuant to the provisions of Section 6500 et seq. of the California Government Code for the purpose of providing animal control services within the boundaries of those cities and such other municipal corporations as are approved by SEAACA:
- B. SEAACA has performed animal control services for the CITY during the fiscal years 1980-1981 through 2023-2024 in accordance with Agreements, and the CITY and SEAACA desire to continue the contractual relationship.
- C. Both CITY and SEAACA have authorized entering into this Agreement by formal action of their respective governing bodies, taken at properly noticed public meetings.

NOW THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I. SEAACA AGREES:

- 1. To perform the following services for CITY:
 - a. The impounding and picking up of stray, sick or injured animals from the public streets and private property;
 - b. The enforcement of applicable leash law requirements;
 - c. The operation of animal control shelters;
 - d. The enforcement of applicable rabies vaccination requirements;
 - e. The enforcement of applicable standards for animal care;
 - f. The enforcement of applicable State statutes and ordinances, and such other services as are customarily rendered by SEAACA.
- 2. To provide kennel and animal shelter services to CITY at 9777 SEAACA Street, Downey, California. At that facility SEAACA shall accept all animals delivered for impound from CITY on a 24-hour-a-day, seven-days-a-week basis.
- 3. During the course of this Agreement, CITY shall be provided animal control services as needed and pursuant to a request for emergency or routine services by the CITY or its Police Department or CITY Residents.
- 4. That if requested in writing by CITY, additional hours of patrol and called for services, as described herein, may be performed by SEAACA when SEAACA determines that such additional services will not interfere with the maintenance level of the animal control services provided elsewhere by SEAACA. CITY will pay for such additional services in such amounts as are agreed to by SEAACA and CITY.
- 5. To maintain its kennels and animal shelter in a humane manner and keep said premises in

a sanitary condition at all times; to comply with all applicable laws of the State of California; and to give the prescribed notices and humane methods for the care and destruction of any animal coming under its jurisdiction.

6. At CITY's request, as set forth in this section, to inspect and canvass all properties within the CITY to determine the location at which animals are present, provided, however, SEAACA shall not be involved in the actual issuance of licenses for any such animals. If CITY desires this service, it agrees to give SEAACA thirty (30) days written notice prior to the start of the Fiscal Year in which the inspection and canvass is to be performed. Fiscal Year shall be the period from July 1 through June 30. If CITY requests this inspection and canvass, it further agrees to pay to SEAACA the amount that will be calculated and presented to the CITY fifteen (15) days prior to the start of the Fiscal Year.

SECTION II. CITY AGREES:

1. To cooperate and assist SEAACA in performing its obligations hereunder.
2. To pay SEAACA during the first year of this Agreement in accordance with the schedule of fees outlined in the attachment, Exhibit "A", (hereinafter "Fee Schedule") setting forth Field, Shelter and medical fees and billed to CITY periodically, said sum to be paid within thirty (30) days after receipt of invoice. The Fee Schedule shall be adjusted annually by mutual agreement of the Parties. Prior to the end of each year of this Agreement the Parties shall commence negotiations for the Fee Schedule to apply for the next fiscal year. If the Parties are unable to agree upon a Fee Schedule, the Parties may terminate this Agreement. Each Fee Schedule after the first year of this contract shall be reduced to writing and signed by all Parties. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, payment shall be considered to be delinquent and SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of 1% per calendar month or any portion thereof on delinquent funds. If such payment is not delivered to SEAACA within the time set forth hereinabove, SEAACA may satisfy such indebtedness, including interest thereon, from any funds of the CITY on deposit or to the credit of SEAACA, without giving further notice to CITY of SEAACA's intent to do so.
3. To furnish to SEAACA at CITY's own cost and expense, any notices, forms, or other documents of a similar nature which are to be issued in the name of the CITY.

SECTION III. THE PARTIES AGREE:

1. That the services to be performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it, and which is authorized to provide pursuant to the provisions of the Joint Exercise of Powers Agreement and the statutes of this State.
2. That the rendition of services performed hereunder, the standard of performance and other matters incidental to the performance of such services and control of personnel so employed shall remain in SEAACA. In the event that a dispute arises between SEAACA and the CITY as to the extent of the duties and functions to be rendered hereunder or the manner of the performance of such services, the determination thereof shall be made by SEAACA.
3. That for the purpose of performing all functions, SEAACA shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to provide the level of services to be rendered hereunder.

4. That all persons employed by SEAACA in the performance of this Agreement shall be SEAACA employees and no CITY employee as such shall be taken over by said SEAACA, 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 SEAACA 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.

SECTION IV. INDEMNIFICATION

1. That CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation for any SEAACA personnel performing services hereunder for said SEAACA, or any liability other than that provided for in this Agreement. Except as herein otherwise specified the CITY shall not be liable for compensation or indemnity to any SEAACA employee for injury or sickness arising out of his/her employment.

2. That SEAACA, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said CITY or of any officer or employee thereof, nor for any defective or dangerous condition of the property of the CITY, and CITY shall hold SEAACA and its officers and employees harmless from, and shall defend SEAACA and the officers and employees thereof against any claim for damages resulting there from.

3. That CITY, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of SEAACA or of any officer or employee thereof, and SEAACA shall hold CITY and its officers and employees harmless from and shall defend CITY and the officers and employees thereof against any claim for damages resulting there from.

SECTION V. INSURANCE

SEAACA is a member of the California Joint Powers Insurance Authority (California JPIA) and participates in self-insurance and commercial insurance programs administered by the California JPIA for its members. Primary Liability Program, including Automobile Liability Coverage Limit is \$2,000,000 per occurrence, Annual Aggregate Limit shall be \$2,000,000; Workers' Compensation Program Coverage Limits shall be Statutory, Employers Liability is \$1,000,000.

SECTION VI. TERM

That the term of this Agreement shall be for the period of five years, July 1, 2024, through June 30, 2029, inclusive, unless the Agreement is terminated as herein provided. CITY AND SEAACA may extend this agreement for an additional five-year period by mutual written agreement.

Should SEAACA default during the term of this Agreement in the performance of its obligations as set forth herein and fail to cure said default within fifteen (15) days' written notice to do so, then CITY may terminate this Agreement, and upon payment to SEAACA of monies owing to SEAACA for satisfactory performances rendered pursuant to this Agreement and through the date of said termination, thereafter, there shall be no obligation of the CITY to SEAACA. Should CITY fail to pay the sums owing to SEAACA as provided hereunder or otherwise default in any provision of this Agreement and fail to cure said default within fifteen (15) days' written notice to

do so then SEAACA may terminate this Agreement and upon the effective date of the termination, there shall be no further obligation of SEAACA to the CITY. Such termination shall not be deemed a waiver of any rights SEAACA may have against CITY for any sums due to SEAACA under the terms of this Agreement.

SECTION VII. AMENDMENT

This Agreement shall not be amended, or any provision or breach hereof waived, except in writing signed by the parties expressly referring to this Agreement.

SECTION VIII. NOTICE

That any notice required to be sent hereunder shall be deemed received if addressed to the address of the parties as set forth hereunder and deposited, postage prepaid, in the United States Post Office, or to such other address as the parties may, from time to time, in writing, furnish to the other party.

IN WITNESS WHEREOF, the CITY OF VERNON by order of its City Council caused this Agreement to be signed by its Mayor and attested by its Clerk, and SEAACA, by order of its Commission, has caused this Agreement to be subscribed by the Chairman of said Commission and attested by the Executive Director of said Commission.

AGREEMENT WITH SOUTHEAST AREA ANMAL CONTROL AUTHORITY FOR
ANIMAL CONTROL AND SHELTERING SERVICES FOR FISCAL YEAR 2024-2025
-Signature Page-

CITY OF VERNON

BY: _____
Judith Merlo, Mayor

ATTEST:

Yonnie Parker, Deputy City Clerk

APPROVED AS TO FORM AND CONTENT:

Zaynah N. Moussa, City Attorney

SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

BY: _____
Tony Ayala, Chairperson

ATTEST:

Denise Woodside, Executive Director

APPROVED AS TO FORM AND CONTENT:

Scott Nichols, SEAACA Attorney

EXHIBIT A

FEES SCHEDULE: JULY 1, 2024, THROUGH JUNE 30, 2025

AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES - CITY OF VERNON

<u>ITEM</u>	<u>UNIT COST</u>
Field Officer Service, per hour	\$102.08
Shelter of live animals; per animal, per day	\$ 21.10
Special holding, quarantine impounds; Per animal, per day	\$ 34.04
Veterinary medical services, per impound	\$110.00
Impoundment of livestock, per animal	\$185.00
Use of special equipment, per hour	\$125.00