

CITY MANAGER'S OFFICE

City of South Gate

CITY COUNCIL

JUL 21 2021

9:00 AM

AGENDA BILL

For the Regular Meeting of: July 27, 2021

Originating Department: Police

Department Director:

Randall Davis
Randall Davis

City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: AMENDMENT NO. 2 TO CONTRACT NO. 3525 WITH SEAACA TO PROVIDE ANIMAL CONTROL SERVICES

PURPOSE: To approve Amendment No. 2 to Contract No. 3525, the Southeast Area Animal Control Authority (SEAACA) Agreement for Animal Control Services for Fiscal Years 2019/20 through 2023/24.

RECOMMENDED ACTIONS:

- a. Approve Amendment No. 2 to Contract No. 3525 with the Southeast Area Animal Control Authority for animal control and sheltering services, retroactively effective July 1, 2021, for an amount not to exceed \$672,617 for Fiscal Year 2021/22; and
- b. Authorize the Mayor to execute Amendment No. 2 in a form acceptable to the City Attorney.

FISCAL IMPACT: The net cost to the General Fund for animal control and sheltering services for Fiscal Year 2021/22 will not exceed \$672,617.

ANALYSIS: None

BACKGROUND: The proposed Amendment No. 2 for animal control and sheltering services for Fiscal Year 2021/22 is \$895,617, which is a 5% rate increase from last year's cost of \$850,538. The guaranteed licensing and penalty revenue fees will remain at \$223,000, which results in a net cost of \$672,617. The 5% rate increase accounts for salary increases and rising costs associated with electric, water, cleaning supplies, surgical supplies, contracted maintenance, and veterinary medicine. If license revenue fees exceed the pre-determined \$223,000, 50% of the excess funds will be retained by SEAACA and the other 50% will be rebated to the City following the close of Fiscal Year 2021/22.

ATTACHMENT: A. Proposed Amendment No. 2
B. Contract No. 3525

CITY OF SOUTH GATE - CONTRACT NO. 3525
AMENDMENT NO. 2 TO THE AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AMENDMENT NO. 2 to Contract No. 3525 to the July 1, 2019 Agreement for Animal Control and Sheltering Services is made and is entered into on July 27, 2021 and retroactively effective July 1, 2021 by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF SOUTH GATE, a California municipal corporation, whose address is 8620 California Avenue, South Gate, California 90280 (herein "CITY").

RECITALS

WHEREAS, CITY and SEAACA previously entered into an Agreement for Animal Control and Sheltering Services, Contract No. 3525, dated July 1, 2019 for Fiscal Years 2019/2020 through 2020/2024;

WHEREAS, The Agreement provides for annual costs and fees for Animal Control and Sheltering Services;

WHEREAS, on July 14, 2020, the City Council approved Amendment No. 1 to the Agreement, retroactively effective July 1, 2020, setting forth costs to CITY for Animal Control and Sheltering Services for the Fiscal Year 2020/2021; and

WHEREAS, SEAACA and CITY desire to execute Amendment No. 2 to the Agreement setting forth costs to CITY for Animal Control and Sheltering Services for the Fiscal Year 2021/2022.

NOW THEREFORE, SEAACA and CITY agree that the aforementioned Agreement for Animal Control and Sheltering Services dated July 1, 2019 shall be amended in the following regards:

SECTION II. Paragraph 2, Subsections a) and b) are amended to read as follows:

a) The total cost to the CITY for Fiscal Year 2021-2022 shall be \$895,617.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that the base revenues shall be \$223,000.00 for Fiscal Year 2020-2021; the guarantee will be provided by SEAACA annually. If license revenues exceed the guarantee, 50% shall be retained by SEAACA and 50% shall be returned to the CITY following the close of the fiscal year.

b) The net cost for Fiscal Year 2021-2022 to CITY for said services shall not exceed \$672,617.00 and shall be paid by CITY to SEAACA in two equal payments upon invoice on the following schedule: July 1, 2021, \$336,308.50 and \$336,308.50 on October 1, 2021. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. 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.

SECTION II. All of the remaining provisions of the Agreement for Animal Control and Sheltering Services shall remain the same.

IN WITNESS WHEREOF, THE CITY OF SOUTH GATE, by order of its City Council caused this AMENDMENT NO. 2 to be signed by its Mayor and attested to by its City Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this AMENDMENT NO. 2 to be subscribed by the Chairperson of said Commission and attested to by the Executive Director and/or Clerk of said Commission.

CITY OF SOUTH GATE:

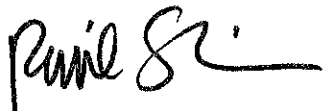
BY: _____
Al Rios, Mayor

Dated: _____

ATTESTED:

BY: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

BY:  _____
Raul F. Salinas, City Attorney

**SOUTHEAST AREA ANIMAL CONTROL
AUTHORITY:**

BY: _____
Peggy Lemons, Chairperson

Dated: _____

ATTESTED:

BY: _____
Denise Woodside, Executive Director

APPROVED AS TO FORM:

BY: _____
Scott Nichols, SEAACA Attorney

AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AGREEMENT is entered into this 1st day of July 2019, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF SOUTH GATE, a California Corporation, whose address is 8620 California Avenue, South Gate, California 90280 (herein "CITY").

RECITALS:

WHEREAS, 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, and

WHEREAS, CITY has requested that SEAACA enter into this Agreement and provide Animal Control and Sheltering services to the CITY during the term thereof, which are more fully described hereinafter, and

WHEREAS, both CITY and SEAACA have authorized entering into this Agreement by formal action of their respective governing bodies, taken at properly noticed 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 within the corporate limits of CITY:
 - a) To provide one (1) assigned officer, totaling forty (40) hours per week.
 - b) To patrol the streets of CITY as many additional hours per month as necessary to enforce the provisions of the SOUTH GATE's Municipal Code relating to animal control.
 - c) To enforce all applicable leash law requirements.
 - d) To enforce all applicable standards for animal care.
 - e) To operate an animal control shelter; to maintain its kennels and 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 use humane methods for the care and destruction of any animal coming under its jurisdiction.
 - f) To enforce all applicable State statutes, with respect to those services as are customarily rendered by SEAACA.
 - g) To pick up and impound stray, sick, or injured animals from the public streets and private property.
 - h) To pick up dead animals within 24 hours.
 - i) To investigate complaints relating to animal cruelty.
 - j) To provide prompt 24 hour per day emergency service response for injured or vicious animals.
 - k) To provide all services and materials to establish and maintain a licensing and canvassing program.

l) To canvass all delinquent licenses each year and every household in the CITY a minimum of once every two years to ensure that all animals required to have licenses are indeed licensed.

m) To provide for licensing services at two rabies clinics each year to be organized and administered by SEAACA.

n) To keep and maintain during the term of this Agreement, books, and records pertaining to the licensing of dogs, collection of fees, and impounding of animals. Said books and records shall be available for audit and examination by the CITY during normal business hours and with reasonable notice. During the term of this Agreement, SEAACA will report to CITY the total dollar amount of license fees collected. SEAACA shall maintain a record of all complaints received and shall furnish the CITY, upon request, with a written record of the complaints and the way in which complaints were handled.

2. That if requested in writing by CITY, additional services above those 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.

SECTION II. CITY AGREES:

1. To cooperate and assist SEAACA in performing its obligations hereunder, including the adoption of SEAACA's Model Ordinance.

2. That for and in consideration of the rendition of services pursuant to this Agreement:

a) The total cost to the CITY for Fiscal Year 2019/2020 shall be \$821,776.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that said revenues shall be \$223,000.00. If license revenues exceed that amount, 50% shall be returned to the CITY following the close of the fiscal year.

b) The net annual cost to CITY for said services shall not exceed \$598,776.00 and shall be paid by CITY to SEAACA upon invoice on the following schedule: \$299,388.00 on July 1, 2019 and \$299,388.00 on October 1, 2019. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. 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.

c) SEAACA shall be entitled to and shall retain all monies that it collects from residents of the CITY for impounding, boarding, adoptions, spay/neuter fines and other penalties/fines imposed by the State of California.

d) The compensation and financial provisions of subsections b) and c) of Paragraph 2 of Section II, 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 to determine the compensation and financial provisions to apply for the next year of this Agreement. If the Parties are unable to

agree, the parties may extend this agreement in writing on a month-to-month basis based on mutually agreeable written temporary compensation and financial provisions, or terminate this Agreement. The compensation and financial provisions agreed upon by the Parties after the first year of this contract shall be reduced to writing and signed by all Parties.

SEAACA shall retain all fees and/or fines collected resulting from Administrative Hearings conducted by SEAACA.

SECTION III. THE PARTIES AGREE:

1. That the service performed by SEAACA shall only encompass those duties and functions of SEAACA which are rendered by it and which it 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 service 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 the SEAACA Board of Commissioners.
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.
5. The CITY agrees to cooperate and meet with SEAACA regarding changes in service delivery options to assist with implementation of new programs to enhance services to the community.

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 City-owned real property, 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 \$1,000,000 per occurrence, Annual Aggregate Limit shall be \$1,000,000; Workers' Compensation Program Coverage Limits shall be Statutory, Employers Liability is \$1,000,000.

SECTION VI. TERM:

1. That the term of this Agreement shall be for the period of five years, July 1, 2019 through June 30, 2024, inclusive, unless the Agreement is terminated as herein provided. CITY and SEAACA may extend this Agreement at its expiration for an additional five year period by mutual written agreement.
2. 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, less any credits to the CITY by 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 on 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, and upon payment to CITY of monies owing to CITY, 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.
3. Either SEAACA or CITY may terminate this Agreement by giving the other party ninety (90) days prior written notice.

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.

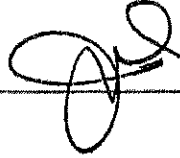
IN WITNESS WHEREOF, THE CITY OF SOUTH GATE, by order of its City Council caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this Agreement to be signed by its Chairperson of said Commission and attested to by SEAACA's Executive Director.

AGREEMENT WITH SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR
ANIMAL CONTROL AND SHELTERING SERVICES: JULY 1, 2019 THROUGH JUNE 30, 2024

-Signature Page-

CITY OF SOUTH GATE

BY: _____



Jorge Morales, Mayor

ATTEST:



Carmen Avalos, City Clerk

APPROVED AS TO FORM AND CONTENT



Raul F. Salinas, City Attorney

SOUTHEAST AREA
ANIMAL CONTROL AUTHORITY


BY: _____



Marco Barcena, Chairperson

~~Kimberly Cobos Cowthorne~~

ATTEST:



Sally Hazzard, Executive Director

APPROVED AS TO FORM AND CONTENT



Scott Nichols, SEAACA Attorney

CITY OF SOUTH GATE - CONTRACT NO. 3525

AMENDMENT NO. 1 TO THE AGREEMENT FOR ANIMAL CONTROL AND SHELTERING SERVICES

THIS AMENDMENT NO. 1 to the July 1, 2019 Agreement for Animal Control and Sheltering Services is made and is entered into on July 14, 2020 and retroactively effective July 1, 2020 by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF SOUTH GATE, a California Corporation, whose address is 8620 California Avenue, South Gate, California 90280 (herein "CITY").

RECITALS

WHEREAS, CITY and SEAACA previously entered into an Agreement for Animal Control and Sheltering Services dated July 1, 2019 for the fiscal years 2019-2024; and

WHEREAS, The Agreement provides for annual costs and fees for Animal Control and Sheltering Services; and

WHEREAS, SEAACA and CITY desire to set forth costs to CITY for Animal Control and Sheltering Services for the Fiscal Year 2020-2021.

NOW THEREFORE, SEAACA and CITY agree that the aforementioned Agreement for Animal Control and Sheltering Services dated July 1, 2019 shall be amended in the following regards:

SECTION II. Paragraph 2, Subsections a) and b) are amended to read as follows:

a) The total cost to the CITY for Fiscal Year 2020-2021 shall be \$850,538.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that the base revenues shall be \$223,000.00 for Fiscal Year 2020-2021; the guarantee will be provided by SEAACA annually. If license revenues exceed the guarantee, 50% shall be retained by SEAACA and 50% shall be returned to the CITY following the close of the fiscal year.

b) The net cost for Fiscal Year 2020-2021 to CITY for said services shall not exceed \$627,538.00 and shall be paid by CITY to SEAACA in two equal payments upon invoice on the following schedule: July 1, 2020, \$313,769.00 and \$313,769.00 on October 1, 2020. Said sums shall be paid within thirty (30) days after receipt of invoice. If payment is not delivered to SEAACA within thirty (30) days after CITY's receipt of invoice, SEAACA is entitled to recover interest thereon. Said interest shall be at the rate of ten percent (10%) per year, or any portion thereof, calculated from the last day of the month in which the services were performed. 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.

SECTION II. All of the remaining provisions of the Agreement for Animal Control and Sheltering Services shall remain the same.

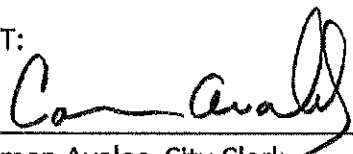
IN WITNESS WHEREOF, THE CITY OF SOUTH GATE, by order of its City Council caused this AMENDMENT NO. 1 to be signed by its Mayor and attested to by its Clerk, and the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY, (a.k.a. SEAACA), by order of its Commission, has caused this AMENDMENT NO. 1 to be subscribed by the Chairperson of said Commission and attested to by the Executive Director and/or Clerk of said Commission.

CITY OF SOUTH GATE:

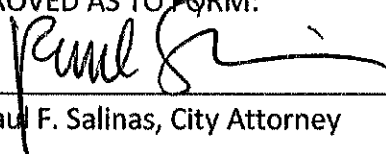
BY: 
Maria Davila, Mayor

Dated: 7-23-2020

ATTEST:

BY: 
Carmen Avalos, City Clerk

APPROVED AS TO FORM:

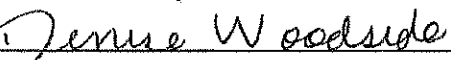
BY: 
Raul F. Salinas, City Attorney

SOUTHEAST AREA ANIMAL CONTROL
AUTHORITY:

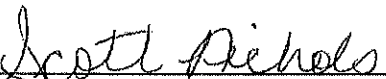
BY: 
Kimberly Cobos Cawthorne, Chairperson

Dated: _____

ATTEST:

BY: 
Denise Woodside, Executive Director

APPROVED AS TO FORM:

BY: 
Scott Nichols, SEAACA Attorney