

City of Los Alamitos

Agenda Report Consent Calendar

April 18, 2016
Item No: 8D

To: Mayor Richard D. Murphy & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: Eric R. Nuñez, Chief of Police

Subject: Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos

Summary: The City of Los Alamitos has contracted with the City of Long Beach for animal control services since Fiscal Year 2001-02. This item proposes a two-year agreement for Fiscal Year 2016-17 & 2017-2018 with an option for two, 2-year extensions.

Recommendation: Authorize the City Manager to execute the Agreement for Animal Control Services between the City of Long Beach and the City of Los Alamitos for the term of July 1, 2016 through June 30, 2018.

Background

Since 2001, the City of Los Alamitos has been in an agreement to receive animal control services provided by the City of Long Beach. Our last agreement ends on June 30, 2016. As a result, it is time for the City to execute a new agreement for a two-year period commencing July 1, 2016 through June 30, 2018. In addition, the agreement also includes the option of two extensions, which could take the agreement through June 30, 2022.

Discussion

The City of Los Alamitos has contracted with the City of Long Beach for animal control and sheltering services since January, 2001. At that time, the City sought animal control services with a "higher and more responsive level of service for residents due to the close proximity of the new Long Beach animal control shelter located at 7700 Spring Street (Cerritos Avenue and the 605 Freeway)."

The Long Beach Animal Care shelter is less than one mile from our western border and is easily located within the El Dorado Nature Center. The campus contains their shelter,

reunification, medical, and adoption facilities. The operational response of their animal control officers is based at this location.

City staff works with Long Beach Animal Care Services to ensure a high level of cost effective service. In addition to calls for service and routine patrol, Long Beach Animal Care Services promotes several proactive campaigns which include: low cost spay and neuter clinics, safe ride home program, spay and release feral cat program, extended stay, and a fast track return program. Animal control activity in the City of Los Alamitos during Fiscal Year 2014-15 included 546 responses.

Long Beach Animal Care Services has made a number of equipment and technology improvements which assist in successfully serving their jurisdictions. They are in the process of updating their vehicle fleet to better accommodate animals in their care and which implement technology for tracking their fleet and reducing liability while driving. They obtained grant funding which has allowed them to equip two large trailers with emergency sheltering supplies for animals. They expanded their onsite medical facilities staffed by veterinarians and technicians through donations, which has allowed them to better control costs while still providing needed care. Long Beach Animal Care Services has developed their online and social media presence with a smart phone compatible website with online licensing and the usage of Facebook, Instagram, Twitter (#LBLostFoundPets), and ShelterMe to increase their success in reunifying pets with their lost owners. Pictures and descriptions of stray and found animals are posted online shortly after intake triage. They are in the process of obtaining a pet tag engraving machine through an ASPCA grant and implementing Finding Rover which is facial recognition software for reuniting pets with owners. Attached are statistics which show the results of their service improvements, particularly when inspecting their increased Live Release Rates.

Our animal control provider before 2001 was the County of Orange. Their facility and operation is located 15 miles away in the City of Orange. After several Orange County Grand Jury reports critical of the agency, they have plans to build a \$25 million dollar facility largely paid for by its 18 contract cities according to news reports in the Orange County Register. The new facility is located in the City of Tustin which furthers the distance required for our residents to travel in order to utilize their services. Other potential options also require our residents to travel 10 or more miles to utilize animal care services in Los Angeles County, which would also reflect the distance their animal control resources travel to provide service in our city. These options do not offer the same level of online access or they may require City staff to provide licensing services in our jurisdiction. These options do not provide the ease of accessibility and level of service we have come to anticipate from Long Beach Animal Care Services. Therefore, in accordance with Municipal Code Section 2.60.140, Staff has determined no other equivalent services are available.

Using a Total Cost Allocation Model, Long Beach charges contract cities based upon a percentage of the services utilized during the prior fiscal year. The cost of the contract is then offset by the amount of licensing fees received by the City of Long Beach for Los

Alamitos pets. For example, the contract amount for Fiscal Year 2014-15 was \$80,730; however, since \$20,475 was collected in license fees during that same period, the City's fiscal obligation was reduced to \$60,255.

This agreement has an addition in section 2. F. which states "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 Los Alamitos unless there is a documented attack on a human and only in coordination with the Department of Fish and Wildlife." This is not a change in policy or practice, but reflects the current service level, memorialized in the contract. The City of Los Alamitos has contracted with separate vendors for trapping services when the need has arisen in the past.

Otherwise, this agreement contains the same service details as the prior agreement but reflects a 7% increase, largely from staffing costs, resulting in a baseline total for Fiscal Year 2016-17 of \$88,464 over the cost of the contract for Fiscal year 2015-16 of \$82,676. That cost will be offset by the revenue collected for the licensing of dogs in the City of Los Alamitos during the Fiscal Year 2016-17. The second year cost of this extension will be subject to an adjustment based on the percent change in the CPI for the Los Angeles-Riverside-Orange County, CA area, as published by the United States Department of Labor, Bureau of Labor Statistics, which shall not be less than zero (0) and shall not exceed eight percent (8%).

Licensing fees have been set by contract with Long Beach ACS since 2001, in accordance with the Los Alamitos Municipal Code Chapter 6.08 DOG LICENSING, 6.08.010 License tag—Required. No person shall own or have in custody or control any dog, male or female, over the age of four months, within the city without at all times having upon such dog a collar or harness to which shall be securely fastened a tag proving the dog is licensed as provided in this chapter. Said tag may be issued at any time during the calendar year and may be issued for a period of twelve (12) months. The tag shall be obtained from the director or from the office of the Long Beach tax collector inscribed with the serial number of the license. The license shall be sufficient only during the period for which the tag is issued. Fees for dog license tags shall be established by contract with the city of Long Beach or otherwise set by resolution of the city council. (Ord. 647 § 3, 2001).

Section 4. A. of the proposed Long Beach ACS service contract states "For and in consideration of the rendition of services pursuant to the Agreement, Long Beach shall be entitled to and shall retain any and all animal license fees and other fees relating to animal control, of which animal license fees shall be set forth in the City of Los Alamitos Schedule of Fees and Charges, as periodically established and amended by resolution of the Los Alamitos City Council and provided in writing to the Long Beach Bureau of Animal Care Services. Where a fee for an animal license or other service to be provided under this agreement has not been adopted by resolution of the Los Alamitos City Council and provided in writing to the Long Beach Bureau of Animal Care Services,

the fee for said animal license or other service shall be as set forth in the City of Long Beach Schedule of Fees and Charges, as periodically established and amended by resolution and as approved by the Long Beach City Council. In addition, Long Beach shall be entitled to and shall retain all monies that it collects for the impounding, boarding, veterinary care and placement of animals. All fees other than animal licensing fees shall be those set forth in Long Beach’s fee resolution, as periodically amended, and as adopted by the Long Beach City Council.”

Animal licensing fees have remained the same since 2010. The City of Long Beach set forth an amended Schedule of Fees and Charges, including their animal licensing fees, beginning October 1, 2015. Licensing fees will change as follows with approval of this contract:

Type	Current Schedule	New Schedule
Dog Altered	\$20	\$28
Dog Altered- Senior Residents	\$10	\$14
Dog Unaltered	\$95	\$105
Replacement Tag	\$10	\$10
Expired License Penalty	\$30	\$30

As an example, the following chart utilizes the data from 2014-15 licensing and shows that the amended Schedule of Fees and Charges will help offset the increased costs of providing animal control services in the City of Los Alamitos.

Example: 2014-15 License Data		Current Schedule	New Schedule
Type	Licenses	\$20/\$10/\$95	\$28/\$14/\$105
Altered	610	\$12,200.00	\$17,080.00
Altered Senior Discount	223	\$ 2,230.00	\$ 3,122.00
Unaltered	56	\$ 5,320.00	\$5,880.00
Total Licensing Revenue	889	\$19,750.00	\$26,082.00

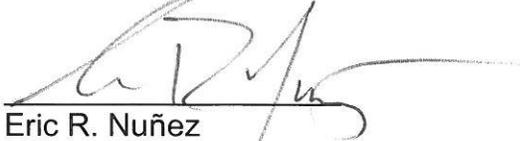
With their innovative and progressive approach to animal control and sheltering services, the City of Long Beach Animal Care Services has been successful in meeting our needs while providing a cost effective service in an easily accessible manner. Staff recommends approval of the attached agreement to extend these services for the period July 1, 2016 through June 30, 2018.

Fiscal Impact

The proposed annual fee for animal control services for Fiscal year 2016-17 is \$88,464, with actual expenditures expected to be less than \$63,000. Sufficient funding for the

animal control agreement has been included in the proposed Fiscal Year 2016-17 budget.

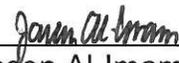
Submitted By:


Eric R. Nuñez
Chief of Police

Approved By:


Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:


Jason Al-Imam
Administrative Services Director

- Attachment:
1. Agreement for Animal Control Services
 2. Long Beach, Dept of Parks, Recreation, & Marine Master Fees and Charges
 3. LBACS Charts 2005-2015
 4. LBACS Improvements and Plans
 5. OC Register article

ⁱ Animal Control Services Contract for Fiscal Year 2001-02, Background and Analysis: Agenda Report Item No: 7G

1 AGREEMENT FOR ANIMAL CONTROL
2 SERVICES BETWEEN THE CITY OF LONG BEACH
3 AND THE CITY OF LOS ALAMITOS
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5 THIS AGREEMENT, made and entered, in duplicate, as of
6 _____2016__ for reference purposes only, pursuant to a minute order of the City
7 Council of the City of Long Beach at its meeting held on _____2016_____, and a
8 minute order of the City Council of the City of Los Alamitos at its meeting held on
9 _____, 2016, by and between the CITY OF LONG BEACH (hereinafter
10 "Long Beach"), and the CITY OF LOS ALAMITOS (hereinafter "Los Alamitos").

11 RECITALS

12 WHEREAS, Los Alamitos is a charter city authorized to provide animal
13 control services to its residents; and

14 WHEREAS, Los Alamitos desires to contract with Long Beach for animal
15 control services described herein within the boundaries of Los Alamitos; and

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

20 NOW, THEREFORE, in consideration of the above premises and mutual
21 covenants of the parties, the parties agree as follows:

- 22 1. TERM. This Agreement shall commence at 12:01 a.m. on July 1,
23 2016, and shall terminate at midnight on June 30, 2018, unless sooner terminated as
24 provided herein. Los Alamitos may extend this Agreement for two (2) consecutive
25 additional periods of two (2) years each by giving notice of its desire to extend to Long
26 Beach thirty (30) days prior to the end of the term or any individual extension period.
27 Upon mutual agreement of the parties to the terms of the extension, the parties shall
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 execute an amendment to this Agreement.

2 2. SERVICES.

3 A. Long Beach shall perform animal control services for Los
4 Alamitos, and perform the functions of a Department of Animal Control. In
5 performing said services and functions, Long Beach shall have all of the powers of
6 Los Alamitos as if Los Alamitos were performing same. Long Beach agrees to
7 provide such services to Los Alamitos at the same level that it provides to the
8 residents of Long Beach.

9 B. Services to be provided to Los Alamitos by Long Beach shall
10 include enforcement of the Los Alamitos Municipal Code and the laws of the State
11 of California with respect to animal control.

12 C. In performing the functions of a Department of Animal Control,
13 the Long Beach Bureau of Animal Care Services shall serve as Director of Animal
14 Control for Los Alamitos and shall have the following duties:

15 i. To enforce all Los Alamitos ordinances and state laws
16 within Los Alamitos city limits with respect to the keeping, harboring and
17 disposition of animals;

18 ii. To patrol the streets of Los Alamitos whenever possible
19 with designated animal control officers to enforce the provisions of the Los
20 Alamitos Municipal Code relating to dogs running at large and to respond in
21 a timely manner. Emergency service will be available twenty-four (24)
22 hours a day, seven (7) days a week;

23 iii. To investigate cruelty to animals complaints brought to
24 its attention;

25 iv. To pick up and impound upon request from an
26 authorized representative of Los Alamitos or any resident of Los Alamitos
27 any stray dogs within the Los Alamitos city limits;

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v. To maintain prompt pick-up service for injured animals, animals that have bitten, and animals that are an immediate threat to the public. "Prompt pick-up" means pick-up within twenty (20) minutes after the request for service is received by Long Beach, but not longer than one hour after the request. Long Beach will achieve prompt pick-up for seventy percent or more of requests for prompt pick-up service during the hours of 8:00 a.m. and 4:30 p.m. Long Beach will also provide routine pick-up service, such as pick-up for stray animals in custody, stray dogs running at-large and dead animals. "Routine pick-up" means pick-up within one hour after receiving the request for service.

Long Beach and Los Alamitos mutually agree and recognize that prompt pick-up and routine pick-up services may be affected by high service demands, by proximity of Long Beach animal control staff to Los Alamitos, and other factors beyond the control of Long Beach. In those situations, Long Beach animal control staff will call the person at Los Alamitos who requested service to provide estimated times for arrival of the staff.

vi. To issue license tags and license receipts;

vii. To perform such duties with respect to the control regulation and protection of animals within Los Alamitos as directed from time to time by the City Manager of Los Alamitos;

viii. To maintain a telephone with listed number which will be answered twenty-four (24) hours every day;

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

D. Long Beach shall operate a public animal shelter located at

1 7700 East Spring Street, Long Beach, California 90815 to service Los Alamitos
2 throughout the term of this Agreement. Said animal shelter is currently operated
3 by and for Long Beach for its residents. The operation of said animal shelter will
4 continue at its current level of service or as changed by Long Beach in its
5 discretion.

6 E. Long Beach shall furnish and supply all labor, supervision,
7 equipment and supplies necessary to furnish the level of service to be rendered
8 hereunder. In the event that supplies, stationery, forms, decals, notices, citations,
9 or any other material must be used that carries the name of Los Alamitos, same
10 shall be supplied by Los Alamitos at its own cost and expense.

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

18 3. INDEMNIFICATION. Pursuant to Government Code Section 895.4,
19 Long Beach shall indemnify, defend, and hold Los Alamitos harmless from any liability
20 imposed for injury (as defined by Government Code Section 810.8) occurring by reason
21 of any acts or omissions on the part of Long Beach under or in connection with any work,
22 authority, or jurisdiction delegated to Long Beach under this Agreement and Los Alamitos
23 shall indemnify, defend, and hold Long Beach harmless from any liability imposed for
24 injury (as defined by Government Code Section 810.8) occurring by reason of any acts or
25 omissions on the part of Los Alamitos under or in connection with any work, authority, or
26 jurisdiction delegated to Los Alamitos under this Agreement.

27 4. FEES.

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

B. Los Alamitos shall retain all fines imposed by the Los Alamitos Municipal Code for violations of animal control ordinances.

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 Eighty Eight Thousand Four Hundred Sixty Four Dollars (\$88,464.00) ("Annual Compensation") on June 30 of the first year period of July 1, 2016 through June 30, 2017, then Los Alamitos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. and Annual Compensation. Payment of the difference shall be made on or

1 before July 31 of that same year. In the event and to the extent that the
2 total amount of all license fees retained by Long Beach exceeds Annual
3 Compensation on June 30 of that same year, then the excess shall be
4 divided equally between Long Beach and Los Alamitos.

5 ii. Year Two (2). Annual Compensation shall be adjusted
6 by the percent change in the Consumer Price Index (CPI) for All Urban
7 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
8 Riverside-Orange County, CA Area (February 2017 to February 2018), as
9 published by the United States Department of Labor, Bureau of Labor
10 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
11 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
12 event and to the extent that the total amount of any and all fees retained by
13 Long Beach does not equal or exceed Adjusted Annual Compensation on
14 June 30 of the Second year period of July 1, 2017 through June 30, 2018,
15 then Los Alamitos shall pay to Long Beach the difference between the total
16 fees as set forth in Section 4.A. and Adjusted Annual Compensation.
17 Payment of the difference shall be made on or before July 31 of that same
18 year. In the event and to the extent that the total amount of all license fees
19 retained by Long Beach exceeds Adjusted Annual Compensation on June
20 30 of that same year, then the excess shall be divided equally between
21 Long Beach and Los Alamitos."

22 D. Compensation in the Event of Termination. In the event of
23 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach
24 shall retain fees as compensation for services provided by Long Beach through
25 the effective date of the termination

26 i. Year One (1). In the event and to the extent that the
27 total amount of any and all fees retained by Long Beach to the effective
28 date of termination does not equal or exceed Annual Compensation for

1 each month that the Agreement has been in effect until June 30, 2017, then
2 Los Alamitos shall pay to Long Beach the difference between the total fees
3 as set forth in Section 4.A. to the effective date of termination and the dollar
4 figure obtained by multiplying Annual Compensation times the number of
5 months the Agreement was in effect between July 1, 2016 through June 30,
6 2017. A partial month shall be deemed a full month. Payment of the
7 difference shall be made within thirty (30) days after the effective date of
8 termination. Any excess fees shall be paid to Los Alamitos.

9 ii. Year Two (2). In the event and to the extent that the
10 total amount of any and all fees retained by Long Beach to the effective
11 date of termination but prior to June 30, 2018 does not equal or exceed
12 Adjusted Annual Compensation for each month that the Agreement has
13 been in effect until June 30, 2018, then Los Alamitos shall pay to Long
14 Beach the difference between the total fees as set forth in Section 4.A. to
15 the effective date of termination and the dollar figure obtained by multiplying
16 Adjusted Annual Compensation times the number of months the Agreement
17 was in effect between July 1, 2015 through June 30, 2016. A partial month
18 shall be deemed a full month. Payment of the difference shall be made
19 within thirty (30) days after the effective date of termination. Any excess
20 fees shall be paid to Los Alamitos.”

21 E. Payments. Long Beach shall prepare and submit a bill to
22 Los Alamitos every quarter, the first quarterly bill being submitted to Los Alamitos
23 on or about October 1, 2016. Upon receipt of these quarterly bills, Los Alamitos
24 agrees to make timely payments to Long Beach. In like manner, Long Beach
25 agrees to make timely payments to Los Alamitos upon receipt of its bill for any
26 amounts owed to it as part of this Agreement.

27 5. ENFORCEMENT. Los Alamitos shall cooperate with Long Beach to
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1 the fullest extent possible to enforce all Los Alamitos ordinances relating to animal control
2 and to enable Long Beach to collect the fees due to Long Beach pursuant to this
3 Agreement.

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

8 7. ORDINANCES.

9 A. Los Alamitos shall adopt by reference (in the form of an
10 ordinance) Title 6 of the Long Beach Municipal Code concerning animals to be the
11 animal control ordinance of Los Alamitos. Subsequent changes, amendments,
12 additions, deletions, or revisions to the Long Beach Municipal Code regulating
13 animals will have no force or effect on the animal control ordinances of Los
14 Alamitos without action by the Los Alamitos City Council.

15 B. If the animal control ordinances of Los Alamitos are amended
16 during the term of this Agreement, Los Alamitos shall, within ten (10) days, give
17 notice to Long Beach of such changes. Long Beach shall notify Los Alamitos of
18 any objections to the amendments. If Los Alamitos and Long Beach cannot come
19 to a mutually acceptable agreement concerning the amendments within thirty (30)
20 days of the original notice of Los Alamitos, Long Beach shall have the right to
21 terminate this Agreement by giving thirty (30) days notice to Los Alamitos. In the
22 event of termination, neither party shall have any further obligation under this
23 Agreement except as provided in Section 4.

24 8. REPORTS.

25 A. Long Beach shall keep and maintain during the term of this
26 Agreement books and records pertaining to the licensing of animals, collection of
27 fees, impounding of animals, citations issued, warnings issued, and the
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destruction of animals as these items relate to animals within the city limits of Los Alamitos. Said books and records shall be available for audit and examination by Los Alamitos 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 City Manager of Los Alamitos of the total dollar amount of license fees collected.

C. Long Beach shall maintain a record of all complaints received and furnish the City Manager with a written record of the complaints and the way in which complaints were handled. This information, along with a written report on the operation of the Long Beach Animal Control Program, shall be furnished monthly to the City of Los Alamitos.

9. TERMINATION. Either party may terminate this Agreement by giving the other party thirty (30) days prior notice, as described in Section 10 below.

10. NOTICE. Any notice required hereunder or desired to be given by either party shall be in writing and personally served or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Long Beach at 333 West Ocean Boulevard, Long Beach, California 90802, Attention: Bureau of Animal Care Services and to Los Alamitos at 3191 Katella Avenue, Los Alamitos, California 90720-5600, Attention: City Manager. Notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

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

12. PROHIBITION AGAINST SUBCONTRACTORS OR ASSIGNMENT. Long Beach shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of Los Alamitos.

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

1 Neither this Agreement nor any interest herein may be assigned or transferred,
2 voluntarily or by operation of law, without the prior written approval of Los Alamitos. Any
3 such prohibited assignment or transfer shall be void.

4 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES. No
5 officer or employee of Los Alamitos shall be personally liable to Long Beach, or any
6 successor in interest, in the event of any default or breach by Los Alamitos or for any
7 amount which may become due to Long Beach or its successor, or for breach of any
8 obligation of the terms of this Agreement; nor shall any officer or employee of Long
9 Beach be personally liable to Los Alamitos, or any successor in interest, in the event of
10 default or breach by Long Beach or for any amount which may become due to Los
11 Alamitos or its successor, or for breach of any obligation of the terms of this Agreement.

12 14. CORPORATE AUTHORITY. The person executing this Agreement
13 on behalf of each party hereto warrants that (i) such party is duly organized and existing,
14 (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of such
15 party, (iii) by so executing this Agreement, such party is formally bound to the provisions
16 of this Agreement, and (iv) the entering into this Agreement does not violate any
17 provision of any other agreement to which said party is bound.

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

21 16. INDEPENDENT CONTRACTOR. In performing services hereunder,
22 Long Beach is an independent contractor and its employees are not employees or agents
23 of Los Alamitos. In that regard, Los Alamitos will not withhold taxes of any kind from fees
24 payable to Long Beach, will not obtain workers' compensation for or on behalf of
25 employees of Long Beach nor provide any of the usual and customary benefits or
26 privileges for employees of Long Beach, including but not limited to compensation.

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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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10 IN WITNESS WHEREOF, the parties hereto have caused these presents to
11 be duly executed with all the formalities required by law on the respective dates set forth
12 opposite their signatures.

CITY OF LOS ALAMITOS, a municipal
corporation

13 _____, 2016 By _____
14 Mayor

“Los Alamitos”

15 This Agreement is hereby approved as to form on _____, 2016.

16 By _____
17 City Attorney

CITY OF LONG BEACH, a municipal
corporation

18 _____, 2016 By _____
19 City Manager

“Long Beach”

20 This Agreement is hereby approved as to form on _____, 2016.

21 CHARLES PARKIN, City Attorney

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

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By _____ Deputy

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
ANIMAL CARE SERVICES				
THE FOLLOWING ANIMAL CARE SERVICES FEES ARE APPROVED BY THE LONG BEACH CITY COUNCIL THROUGH THE ADOPTION OF A RESOLUTION DURING A HEARING.				
ANIMAL CARE SERVICES FEES				
Redemption of animal previously released by owner	Fee to get back animal that was previously released to animal control by owner	\$31	Per Animal	Fee
Pickup/Impound/Capture Fee (First Officer)	Fee for one (1) Animal Control Officer to pick up an owner animal	\$64	First Officer	Fee
Pickup/Impound/Capture Fee (Each Officer per hour or fraction thereof)	Fee for each additional Animal Control Officer (after the First Officer) needed to pick up an owner animal	\$64	Each additional Officer	Fee
Dog Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Costs	Dog	Fee
Cat Adoption Fee	Spay and Neuter procedure, microchip, and rabies inoculation	Actual Cost	Cat	Fee
Collection Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process.	10% of total fees owed/month of non-payment	Each	Penalty
Late Fee	Penalties will accrue per month and be added to the total balance owed to offset costs associated with the ongoing payment collections process up to a maximum of one hundred percent (100%) of the amount payable on the due date.	10%	total fees owed/month of non-payment	Penalty
Adoption - Chinchilla (Includes spay/neuter)		\$50	Each	Fee
Adoption - Rabbits		\$20	Each	Fee
Adoption - Large Pocket Pet (Guinea Pig)		\$10	Each	Fee
Adoption - Small Pocket Pet (Hamster, Rat, Mouse)		\$8	Each	Fee
FEES FOR IMPOUNDING				
For Dogs, 1st Impound	First Impound	\$37	Each dog	Penalty
For Dogs, 2nd Impound	Second Impound	\$54	Each Dog	Penalty
For Dogs, 3rd Impound	Third Impound	\$105	Dog	Penalty
For Dogs, 3rd + Impound	Fourth and Impounds	\$105 + \$50 per add'l impound after third impound	Dog	Penalty
For Cats, 1st Impound	Impound	\$37	Each cat	Penalty

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
FEES FOR IMPOUNDING				
For Cats, 2nd Impound	Second Impound	\$54	Each Cat	Penalty
For Cats, 3rd Impound	Third Impound	\$105	Each Cat	Penalty
For Cats, 3rd + Impound	Fourth and Subsequent Impounds	\$105 + \$50 per add'l impound after third impound	Each cat	Penalty
For Livestock (cows, goats, sheep, pigs, etc.)	Fee to impound livestock	\$85	Each Animal	Penalty
Fowl, Birds and Pocket Pets	Fee to impound fowl, birds, and Pocket Pets (including rabbits)	\$37	Each Animal	Penalty
DOG, NONSPAYED OR UNNEUTERED WHEN IMPOUNDED				
First Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$35	Each dog	Penalty
Second Violation (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (F&A 30804.7)	\$50	Each dog	Penalty
Third and Subsequent Violations (unaltered)	Penalty charged for Impounded Unaltered dogs prohibited (FA 30804.7)	\$100	Each dog	Penalty
CAT, NONSPAYED OR UNNEUTERED WHEN IMPOUNDED				
First Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$35	Each Cat	Penalty
Second Violation (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$50	Each Cat	Penalty
Third and Subsequent Violations (unaltered)	Penalty charged for L.B.M.C. 6.16.085 violation (Impounded Unaltered cats prohibited (F&A 31751.7)	\$100	Each Cat	Penalty
FEES FOR BOARDING OR KEEPING				
Livestock Board and Keep	Fee for board and care of livestock	\$38 + actual cost	Per Animal, Per day	Fee
Dogs, Cats, Pocket Pets Board and Keep (includes quarantined animals)	Fee for board and care of animals (dogs, cats, etc.)	\$18	Per Animal, Per day	Fee
Exotic animals	Fee for board and care of exotic animals	\$16 + actual cost	Per animal, per day	Fee
DOG TAG FEES				
Dog License - 12 months (Unaltered)	12 month dog license fee for dogs over four months old that are Not altered (Not spay/neutered)	\$105	Dog	Fee
Dog License - 12 months (Altered)	12 month dog license fee for dogs over four months old that are altered (spay/neutered)	\$28	Dog	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
DOG TAG FEES				
Dog License Senior Citizen - 12 months	Senior Citizen rate for 12 month dog license fee; applies to one dog/household only and for altered dogs only	\$14	Dog	Fee
Dog License Vicious Animal (initial)	License fee for owners of vicious animals includes the cost of hearing officer and associated costs, investigative hours, property inspection, license, spay & neuter. Does not include boarding fees, quarantine and penalties.	\$1,065	Annual	Fee
Dog License Vicious License Renewal and Re-Inspection	Fee for animal control officers to re-inspect premises where vicious animal resides	\$400	Annual Renewal and Inspection	Fee
CAT TAG FEES				
Cat License Senior Citizen (Altered) - 12 months	Cat license fee for altered cat for 60+ resident, proof of age required	\$5	Per license	Fee
Cat License Non-Profit Rescue - 12 months	Cat license for certified non-profit rescue group and feral cat colony managers	\$0	Per license	Fee
Cat License 12 month (Altered)	12 month license fee for altered cats (spay or neutered)	\$10	Cat	Fee
PENALTIES				
Cat License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$30	Per Year, Per Cat	Penalty
Dog License Late Fee	Fee for new/renewal dog licenses that are purchased late; applies to unaltered and altered dogs	\$30	Per Year, Per Dog	Penalty
ISSUE DUPLICATE TAG				
Duplicate Cat License	Fee to issue duplicate cat license tag (altered)	\$10	Per Cat	Fee
Duplicate Dog License	Fee to issue duplicate dog license tag (altered/unaltered)	\$10	Dog	Fee
INOCULATIONS AND MEDICAL CARE				
Anti-rabies - Cat	Fee for rabies vaccination - Cat	\$6	Vaccination	Fee
Anti-Rabies - Dog	Fee for rabies vaccination - Dog	\$6	Vaccination	Fee
Bordetella	Fee for bordetella vaccination	\$15	vaccination	Fee
Distemper/Parvo	Fee for distemper/parvo	\$15	Vaccination	Fee
Feline Viral Rhinotracheitis CP	Fee for feline viral rhinotracheitis CP vaccination (cat)	\$15	Vaccination	Fee
Microchip	Avid Microchip Fee	\$25	Animal	Fee
PureVax	Merial nonadjuvanted rabies vaccination for cats.	\$20	Vaccination	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
INOCULATIONS AND MEDICAL CARE				
Spay or Neuter Procedure, Dog or Cat	Charge for spay or neuter procedure on either dog or cat	\$56	Each	Fee
X-Ray Prices				
Single View		\$25	Per View	Fee
DROP OFF/OWNER RELINQUISHED ANIMALS (DOGS, CATS, OTHER)				
Placeable Pocket Pet, including rabbits	Fee to release placeable (adoptable) pocket pet, including rabbits	\$41	Animal	Fee
Placeable dog/cat with current license or placeable other	Fee to release placeable (adoptable) dog/cat with current license or placeable other animal	\$79	Animal	Fee
Non-placeable dog/cat with current license or non-placeable other animal	Fee to release non-placeable (non-adoptable) dog/cat with current license and non-placeable other animal to animal care services (Includes: release fee and euthanasia fee).	\$110	Animal	Fee
Placeable dog/cat without current license	Fee to release placeable (adoptable) dog/cat without current license to animal care services (Includes: release fee and license penalty fee)	\$135	Animal	Fee
Non-placeable dog/cat without current license	Fee to release non-placeable (non-adoptable) dog/cat without current license to animal care services (Includes: release fee; license penalty; euthanasia fee).	\$160	Animal	Fee
Commercial trapping relinquishment fee (wildlife)	Fee for commercial trapping businesses to release wildlife	\$85	Animal	Fee
Non-resident Owner Relinquishment - Alive	Fee for non-residents to release an owned animal to animal care services (includes category above plus penalty)	\$110 penalty + applicable relinquishment fee	Animal	Fee
Stray/Non-Owner Relinquishment - Dead/Alive	No fee to release stray (not owned) animals to animal control	\$0	No Fee	Fee
DEAD ANIMAL DISPOSAL				
Non-resident Owner Relinquishment - Dead	Non-resident Owner Relinquishment - Dead	\$31	Per animal	Fee
Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Barrel	\$135	Barrel	Fee
Institution (School, Business, Etc.) Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by institutions (school, business, etc.) - per animal/barrel	\$31	Animal	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
DEAD ANIMAL DISPOSAL				
Owner Relinquished Dead Animal and Disposal	Fee to dispose of an owner's deceased pet	\$31	Animal	Fee
Owner Relinquished Large Animal (Livestock, etc.) Disposal	Fee to dispose of owner's large animal (livestock, etc.) carcass	Cost of actual disposal plus \$26 admin fee	Animal	Fee
Veterinarian Relinquished Dead Animal and Disposal	Fee to dispose of dead animals relinquished by veterinarians - per animal/barrel	\$32	Animal	Fee
Veterinarian Relinquished Dead Animal and Disposal	Barrel	\$135	Barrel	Fee
CAT TRAPS				
Deposit (covers replacement cost of trap and tax)	Deposit fee to rent cat trap; Deposit is forfeited after 30 days if trap is not returned or damaged	\$100	Trap	Fee
Rental Charge (per day of use)	Charge to rent cat trap - charge begins on the first day of rental	\$5	Day	Rent
Trap Pick-up or Drop-off (includes officer time)	Fee for animal control to pick-up or drop-off a trap	\$64	Pick-up/Drop Off	Fee
EUTHANASIA				
Euthanasia	Fee for euthanasia - only for animals that can be immediately euthanized, by law. Additional drop-off fee applies.	\$54	Animal	Fee
PERMITS				
Animal Education Permit by Non-Profit	Includes non-profit humane education at schools, hospitals, approved special events, that do not require officer presence.	\$0	Each	Fee
Animal Display	Limited display of approved animals by a certified non-profit organization for the purposes of promoting adoption on city property; must have current business license and transfer permit	\$0	Event	Fee
Animal Menagerie (petting zoos, parades, weddings, promotions, dog walks and events put on by local charities)	Includes: minimum fees for admin time plus officer time of a minimum of 1 hour per day	\$135	Day	Fee
Animal Exhibitions (circus, rodeos, battle re-enactments, dog shows promoting pure-bred animals and breeding etc.)	Fee for a minimum of (2) animal control officers for a minimum of (8) hours per day to monitor and enforce animal laws and administration time	\$1,070	Day	Fee
Dog Breeding Permit Application	Fee to process dog breeding permit application - non-refundable (as stated in municipal code)	\$210	Application	Fee

MASTER FEES AND CHARGES

DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
PERMITS				
Dog Breeding Permit	Fee for dog breeding permit - non-refundable (as stated in municipal code)	\$325	Annual	Fee
Guard Dog Site	Site permit fee for companies/properties with guard dogs	\$170	Annual	Fee
Filming Animals (movies, commercials)	Permit fee for animal menagerie (petting zoo) (Includes: admin time plus officer time of a minimum of 1 hour per day)	\$135	Day	Fee
Filming Animals (movies, commercials)	Fee for Animal Control Officer to remain on location during filming @ \$60 per hour	\$64	Hour	Fee
Possession of Exotic Animal (First Animal)	Permit fee for first exotic animal (includes officer inspection and administration of permit)	\$80	Annual	Fee
Possession of Exotic Animal (Additional Animal)	Permit fee for additional exotic animals (includes officer inspection on additional animals and administration of permit)	\$31	Annual	Fee
Property Reinspection Fee	Fee to reinspect properties of groups [501(C)(3)]exempt from breeding/transfer application and breeding permit fees]	\$64	Reinspection , Per hour (minimum 1 hour)	Fee
Transfer for Sale Permit (dog breeders)	Permit fee for approved breeders to sell puppies (as stated in municipal code)	\$535	Litter	Fee
Transfer for Sale Permit (pet shops)	Fee for pet shops to sell/transfer animals (as stated in municipal code)	\$535	Annual	Fee
INVESTIGATIVE SERVICES				
Court Restitution	Reimbursement for animal control staff time needed to prepare/file court cases (per hour)	\$64	Hour	Fee
PLAN CHECK FEES				
Veterinary Clinic	Fee charged for plan review on new/remodel veterinary clinics	\$185	Plan Check	Fee
PET SHOP				
Pet Shops with less than 12 animals for sale	Fee charged for plan review on new/remodel pet shops	\$185	Plan Check	Fee
Pet Shops with 12+ animals for sale	Fee charged for plan review on new/remodel pet shops	\$295	Plan Check	Fee
Pet Groomers	Fee charged for plan review on new/remodel pet grooming facilities	\$185	Plan Check	Fee
KENNEL/ DAYCARE				
Facilities with animal occupancy of less than 25	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$185	Plan Check	Fee
Facilities with animal occupancy between 25 - 75	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$295	Plan Check	Fee

MASTER FEES AND CHARGES

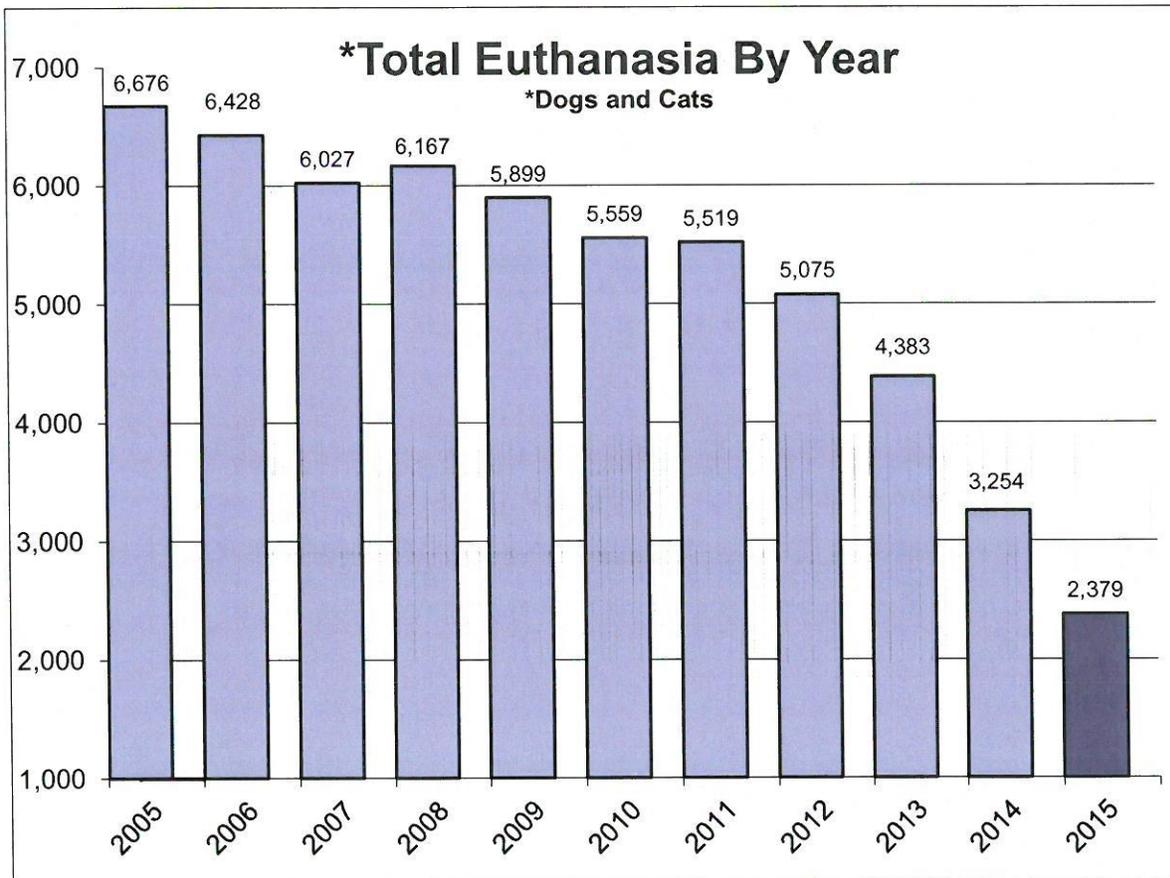
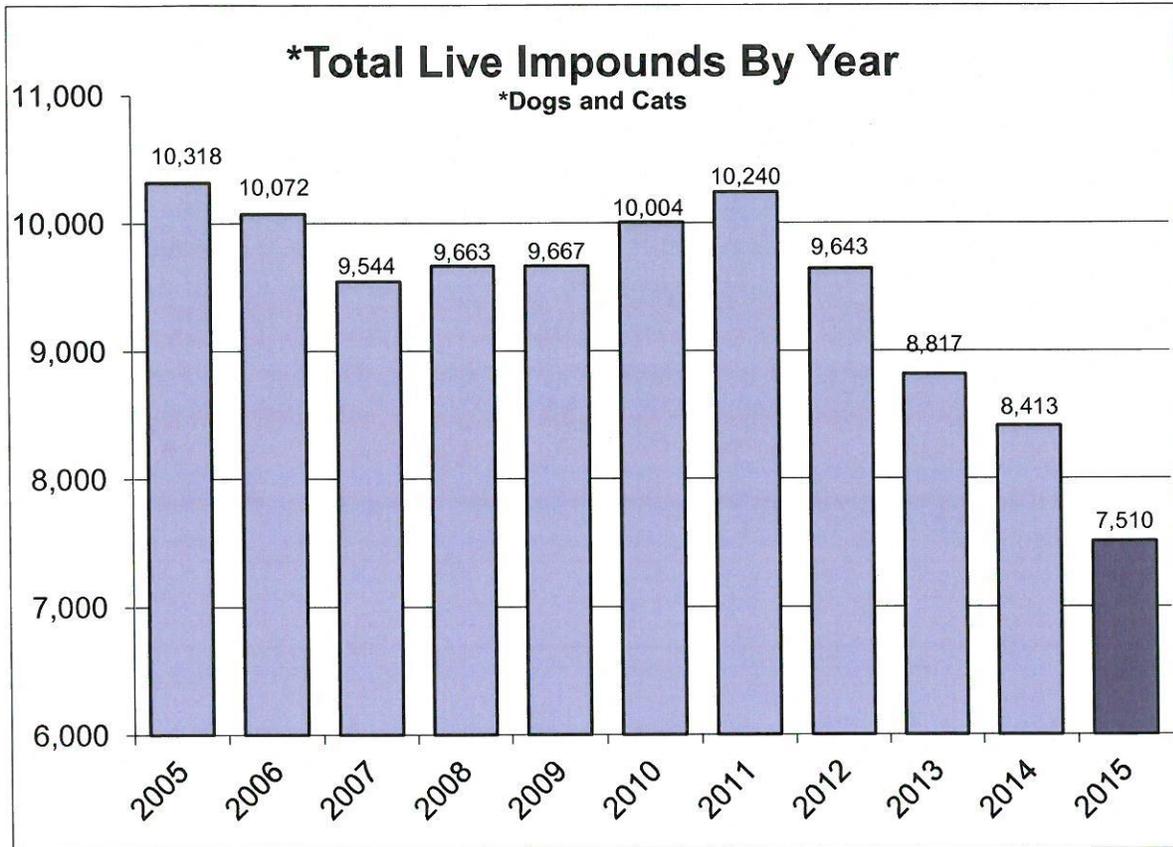
DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
KENNEL/ DAYCARE				
Facilities with animal occupancy of 75+	Fee charged for plan review on new/remodel kennels/animal day care facilities	\$400	Plan Check	Fee
HORSE STABLES				
Boarding stables - less than 12 horses	Fee charged for plan review of new/remodel horse stables	\$185	Plan Check	Fee
Boarding stables - between 12 -25 horses	Fee charged for plan review of new/remodel horse stables	\$295	Plan Check	Fee
Boarding stables - more than 25 horses	Fee charged for plan review of new/remodel horse stables	\$400	Plan Check	Fee
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS				
DOG LICENSING AND FOWL, RABBITS & GOATS				
First Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$100	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$200	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Section 6.08 and 6.20 violations (Dog Licensing and Fowl, Rabbits & Goats)	\$250	Violation	Penalty
ANIMAL SHELTER, RABIES CONTROL, POLICE ANIMALS & ANIMAL REGULATIONS				
First Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$100	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$200	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.04; 6.12; 6.28; 6.16 excluding Sub-sections 6.16.080 & 6.16.190 violations	\$500	Violation	Penalty
ANIMAL BREEDING & TRANSFER				
First Violation - Alters animal	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$350	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.080 & 6.16.190 violation	\$1,000	Violation	Penalty
VICIOUS ANIMAL PENALTIES				
First Violation - Failure to Surrender Vicious Animal	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$350	Violation	Penalty

MASTER FEES AND CHARGES

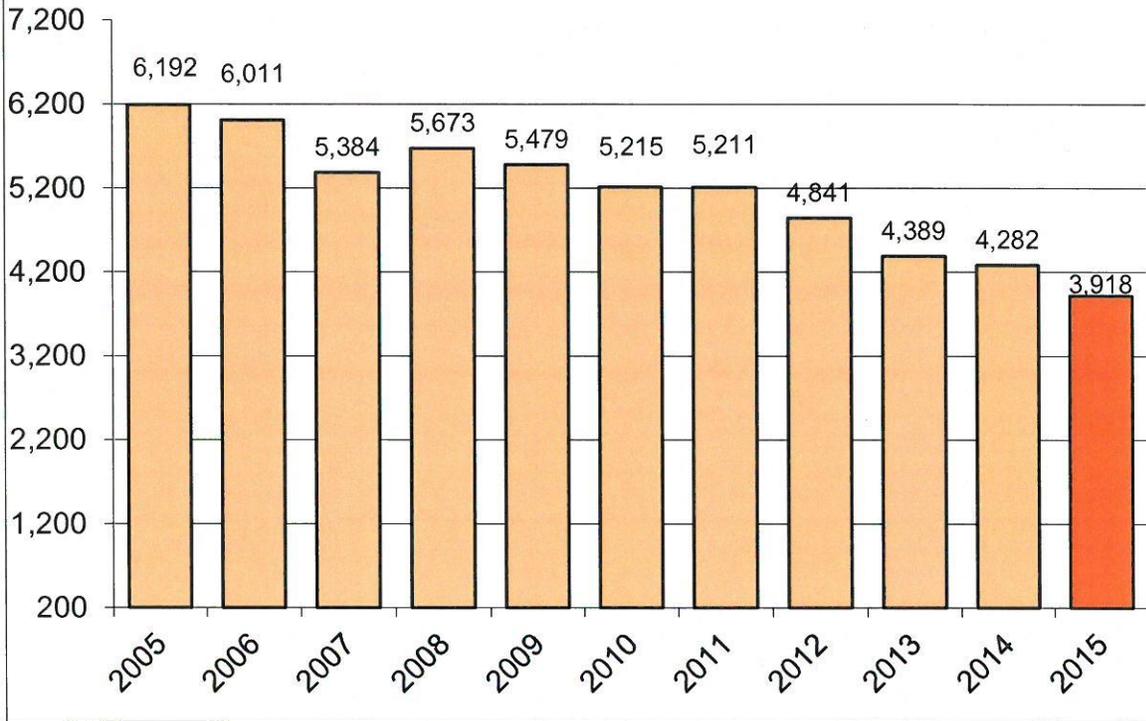
DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
ADMINISTRATIVE PENALTIES FOR LONG BEACH MUNICIPAL CODE VIOLATIONS				
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.260.C	\$1,000	Violation	Penalty
First Violation - Violation of Vicious Animal Rules	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$350	Violation	Penalty
Second Violation within One Year of Initial Violation	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$700	Violation	Penalty
Subsequent Violations	Penalty charged for L.B.M.C. Sections 6.16.290.C	\$1,000	Violation	Penalty
Deposit: Vicious Animal Appeal Process	Security deposit held for parties declared vicious. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty
Deposit: Administrative Citation Appeal Process	Security deposit held for parties who request an appeal hearing for the issuance of an Administrative Citation. Deposit is refunded if the appeal is granted.	Cost of Citation	Appeal	Penalty
LATE PENALTY - CITATION				
LATE PENALTY OF 25% PER CITATION WHEN NOT PAID OR APPEALED WITHIN 30 DAYS OF CITATION ISSUE DATE				
Late Penalty fee for \$100 citation	Late Penalty fee for \$100 citation	\$25	Per late \$100 citation	Penalty
Late Penalty fee for \$200 citation	Late Penalty fee for \$200 citation	\$50	Per late \$200 citation	Penalty
Late Penalty fee for \$250 citation	Late Penalty fee for \$250 citation	\$62.50	Per late \$250 citation	Penalty
Late Penalty fee for \$350 citation	Late Penalty fee for \$350 citation	\$87.50	Per late \$350 citation	Penalty
Late Penalty fee for \$500 citation	Late Penalty fee for \$500 citation	\$125	Per late \$500 citation	Penalty
Late Penalty fee for \$700 citation	Late Penalty fee for \$700 citation	\$175	Per late \$700 citation	Penalty
Late Penalty fee for \$1000 citation	Late Penalty fee for \$1000 citation	\$250	Per late \$1,000 citation	Penalty
MANDATORY VETERINARY CARE				
Medications and Treatment	Medications and/or solutions administered to animal patient during treatment, including administration cost	Actual Cost + \$42 per hour	Per item	Fee

MASTER FEES AND CHARGES

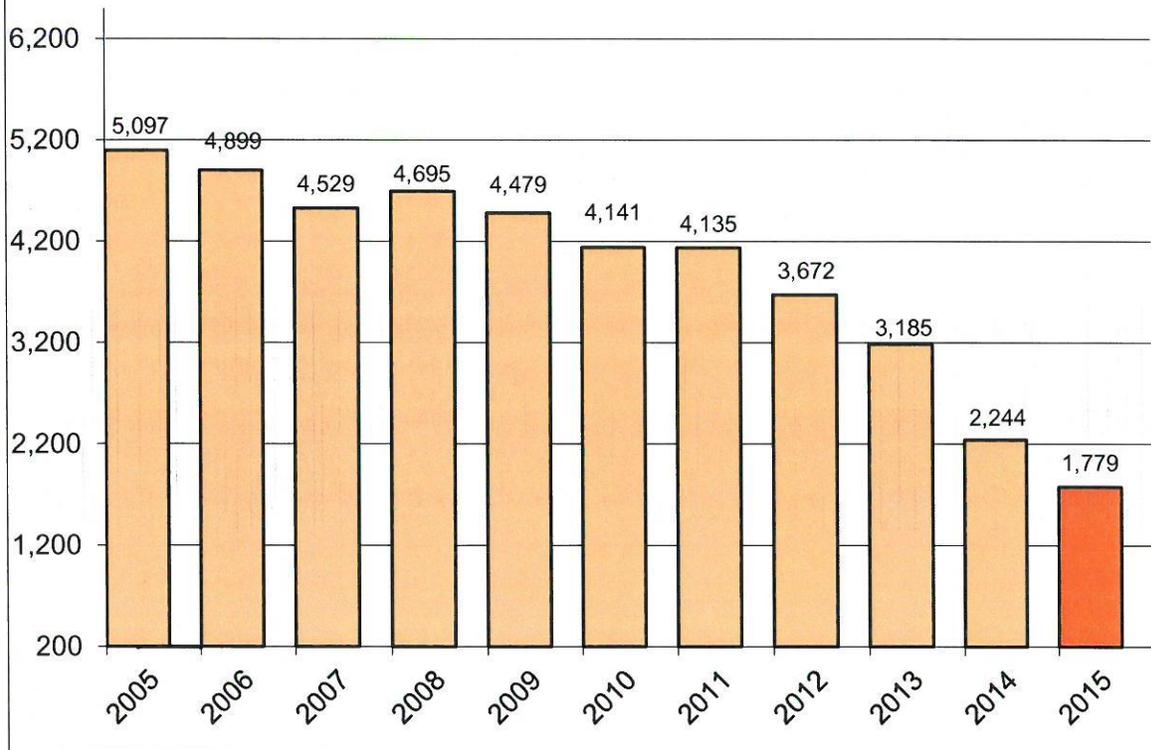
DEPARTMENT: PARKS, RECREATION, & MARINE				
Fee Name	Description	Fee	Per	Type
MANDATORY VETERINARY CARE				
Medical Treatment	Charge for additional medical treatment for impounded animals. This including grooming and miscellaneous medical treatment above and beyond normal impound procedures, including grooming or administering veterinarian mandated medical treatment, including pharmaceuticals. This is an hourly charge, with a minimum 1 hour per occurrence	\$43	Per Hour, Minimum 1 hour	Fee
Flea Treatment	Flea Treatment for Stray, Abandoned or Neglected animals as prescribed by the veterinarian	\$10	Per Animal	Fee
URBAN AGRICULTURE				
Urban Agriculture Fee for Goats (2)	Permit for residents who choose to own (2) goats. A permit for a single goat is not allowed.	\$28	Each	Fee
Urban Agriculture Fee for Chickens (5-20)	Permit for residents who choose to own more than 4 chickens	\$28	Each	Fee



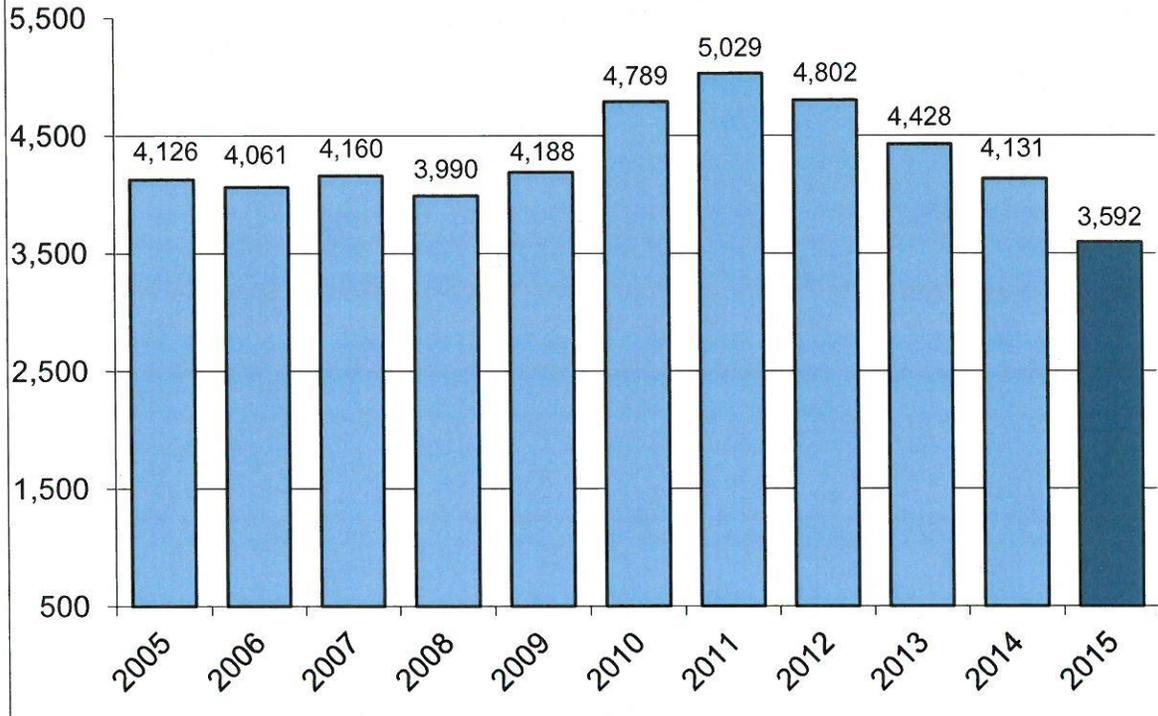
Cat Impounds By Year



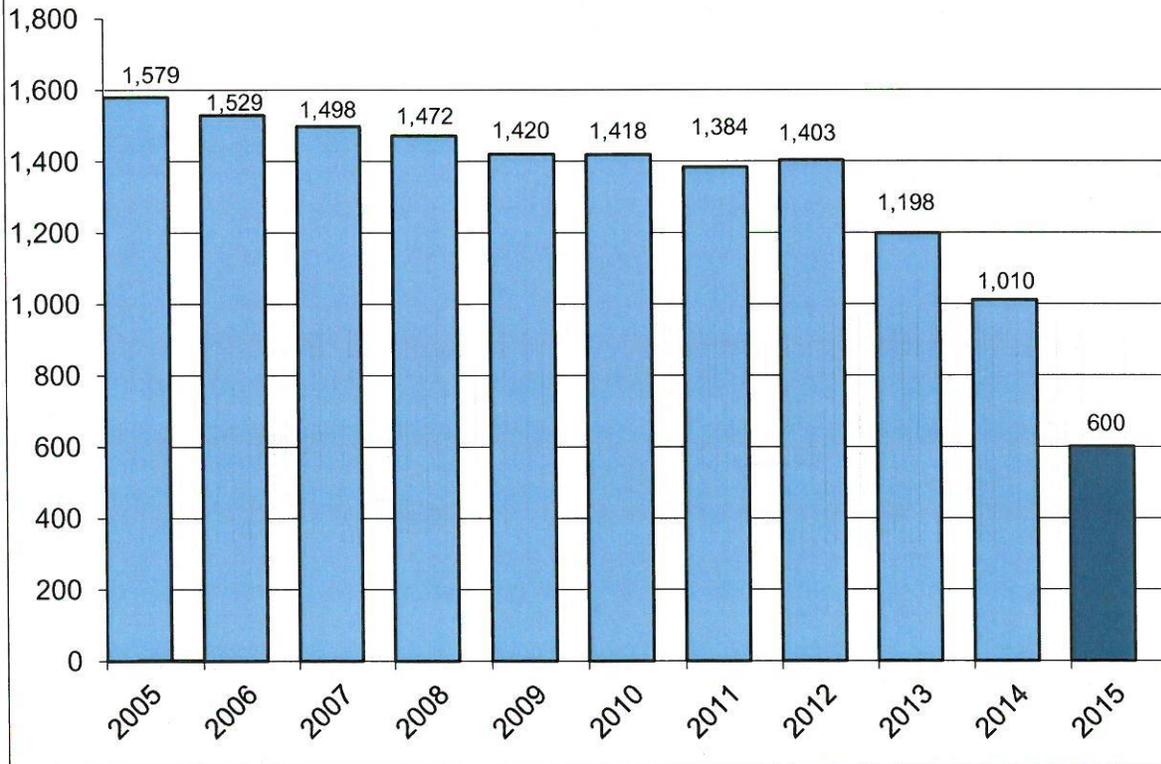
Cat Euthanasia By Year

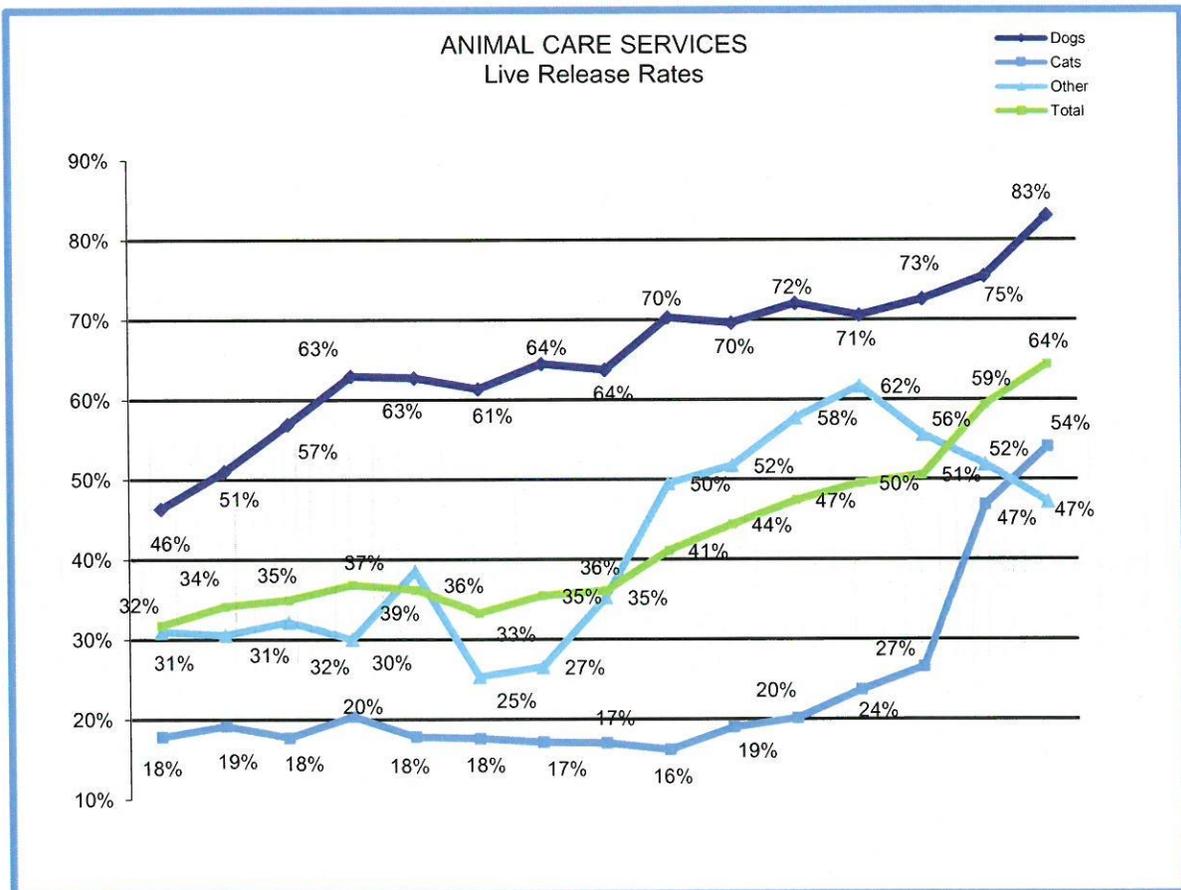
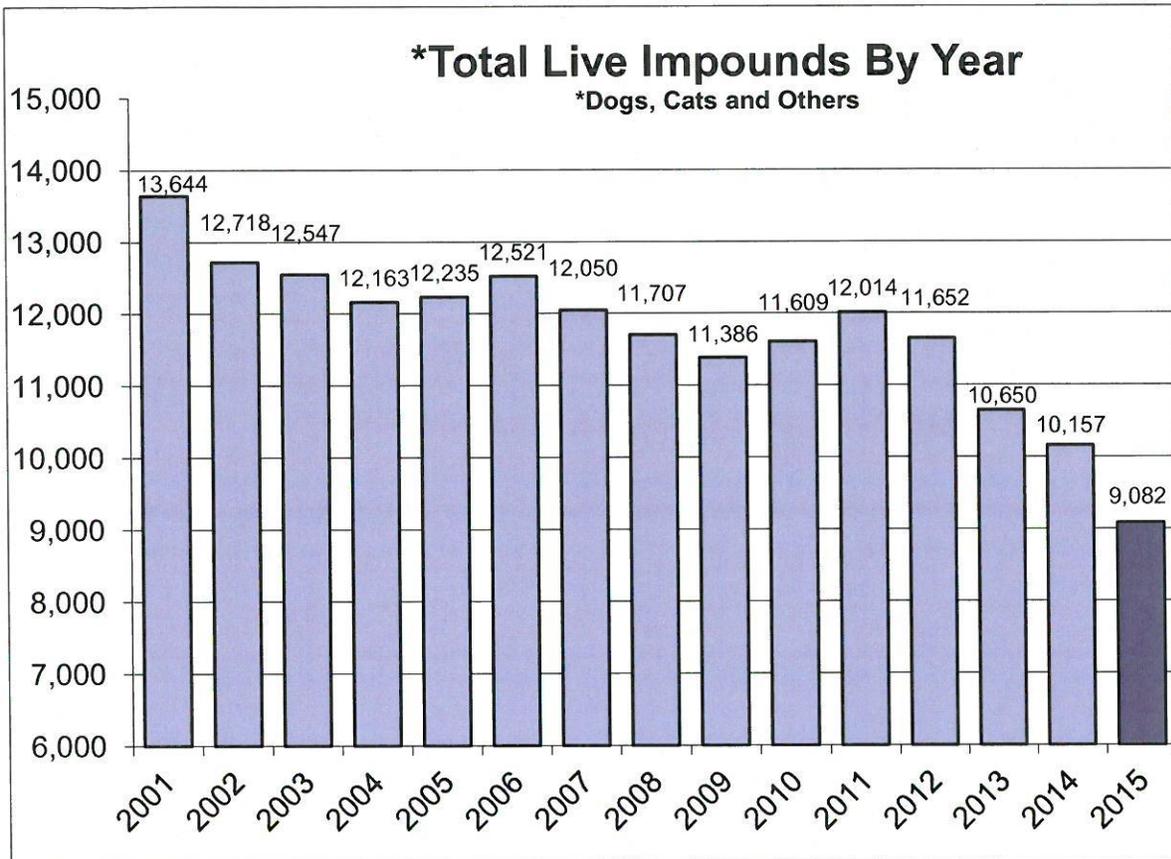


Dog Impounds By Year



Dog Euthanasia By Year





Long Beach Animal Care Services

Improvements from the last four years

- Updating our fleet with latest available technology and features
 - 2 new trucks last year and 3 more coming this year
 - New computer tablets in all field vehicles
 - Zonar satellite tracking on vehicles
 - Rearview cameras
 - Separate A/C system for kennel compartments
 - Horse Trailer (holds 3 horses)
 - UASI grant - 2 large trailers filled with emergency sheltering supplies for animals

- Animal Care Upgrades
 - X-Ray machine
 - Sound system in kennels to reduce stress
 - New Cat Condos
 - Behavior and rehoming team created to improve live outcomes
 - Bunny Barn
 - Commercial Washer and Dryer
 - Coming soon - New 800 sq. ft. medical facility
 - Coming soon - open cattery

- Administration
 - New phone system
 - New shelter security camera system and area lighting
 - New website that is smartphone compatible
 - Smartphone App featuring adoptable pets, dog parks and after hour clinics
 - Social Media platforms (ShelterMe, Facebook, Instagram, Twitter)
 - #LBLostFoundPets - helps reunite pets with owners
 - Return to Field (RTF) Cat program (going on year 3)
 - MOU with Found Animals for RTF program and kitten foster program
 - Coming soon - Pet tag engraving machine (ASPCA Grant)
 - Coming soon - Finding Rover (facial recognition software for reuniting pets with owners)

ORANGE COUNTY REGISTER

Land swap will bring new \$25 million O.C. animal shelter to the former Tustin base

By [BROOKE EDWARDS STAGGS](#)

2015-12-16 18:18:02



Thanks to a land swap approved this week, the county hopes to break ground on a \$25 million animal shelter at the former Tustin Marine Corps Air Station by June.

The new facility will replace OC Animal Care's 74-year-old shelter in Orange, which has garnered a poor reputation due to its run-down structure and once-soaring euthanasia rates.

"This is a very satisfying end to what became a very frustrating set of circumstances," said Orange County Supervisor Shawn Nelson, who represents the Fourth District. "We had a log jam through no one's fault,

and this action clears the way."

The county has talked for nearly three decades about building an animal shelter at the Marine Corps Air Station, which closed in 1999 and is being redeveloped as the Tustin Legacy community.

The Navy still owns chunks of the base, however, with deed transfers held up as the agency struggles to clean plumes of contamination. So while the county was promised 10 acres south along Armstrong Avenue to use for the new shelter, county spokeswoman Jean Pasco said the Navy isn't expected to clear that property until 2017.

So during a closed session Tuesday, the Orange County Board of Supervisors approved a plan to trade the county's pledged 10 acres of land for a parcel nearby that's owned by South Orange County Community College District.

The college district — which oversees Saddleback College and Irvine Valley College — was deeded 62 acres of land in 2004. The plan is to use that land to develop an Advanced Technology & Education Park, district spokeswoman Tere Fluegeman said.

Swapping 10 acres of college district land with the county won't affect the mixed-use park, Fluegeman said, since the project will be built in phases over many years. Plans for the first building — with permanent campus space for Irvine Valley College — were just approved, with construction expected to start in late 2016.

"It's really just a win-win for everyone," Fluegeman said. "It will allow everyone to move forward in a positive way."

Most of the shelter's \$25 million construction cost will come from the 18 cities that contract with the county for animal care services. The county will contribute the land plus \$4.4 million, which Pasco says has been committed to the project since 1995.

Tustin City Manager Jeff Parker, who's been overseeing redevelopment of the base, said he doesn't anticipate any more hurdles holding the project back.

"From Tustin's perspective, we're pleased to see this moving forward," Parker said.

The county's shelter opened as a "pound" on 4.2 acres in 1941.

OC Animal Care has repeatedly received scathing reviews from the county grand jury, with reports stating the shelter was out of compliance and overcrowded, its staffing inadequate and morale low.

In the past five years, the shelter — which took in 31,527 animals in 2014 — has cut its euthanasia rate from 50 to 33 percent. But one criticism that hasn't been addressed is the aging site itself. That's driven many cities that contract with OC Animal Care to consider going elsewhere, which posed further problems for the struggling agency.

Supervisor Michelle Steel, who represents the Second District, said she hopes a new shelter will prompt more of the county's 34 cities to contract with OC Animal Care.

Ahead of Tuesday's vote, the county issued a request for proposals for the shelter Friday. The board hopes to award a bid in April and break ground June 6.

Early plans call for a 50,000-square-foot building plus outdoor areas. There will be 16 kennels with temperature controls, a training center, "get acquainted" rooms for cats and a yard to interact with dogs and other animals.

Rose Tingle of Laguna Woods still isn't convinced that one shelter is sufficient to serve the entire county.

"Certainly improving the facilities would be a big, big step," said Tingle, who founded Citizens for Animal Shelter Orange County. "I'm very glad to hear the news, but we're not done yet."

Contact the writer: 714-796-7963 or bstaggs@ocregister.com