



staff report

TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Joel Hockman, Director of Public Safety

SUBJECT: Consideration and possible action to approve Amendment No. 14 to Agreement File No. 200, in a form approved by the City Attorney, with Southeast Area Animal Control Authority (SEAACA) for Animal Control Services for Fiscal Year 2016-17.

DATE: June 13, 2016

EXECUTIVE SUMMARY

The 2016-17 amendment to the agreement with SEAACA is a one-year extension of an existing five-year agreement. There are no changes in service delivery proposed for next year, but the amendment does carry a 4.0% rate increase.

RECOMMENDATION TO CITY COUNCIL

- 1) Authorize the City Manager to execute an agreement with SEAACA in a form approved by the City Attorney; or
- 2) Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The annual gross cost to the City of \$523,305 is offset by revenues totaling approximately \$160,000 for an annual net cost of \$363,305.

DISCUSSION

SEAACA has been providing the City with animal control and sheltering services since the 1990s. Their service has been consistent over the years, and was enhanced when they began assigning a full-time animal control officer to Bellflower. This has led to better coordination with the public safety team, better handling of ongoing problems (e.g., barking dogs), and ultimately fewer complaints to the City regarding animal issues. While SEAACA's service cost of \$4.93 per capita seems and is expensive, alternative service providers do not offer meaningful savings. A recent report sets the per capita net cost for the City of Long Beach at \$7.77, the County of Los Angeles at \$9.74, and the City of Burbank at \$15.07. Further, these agencies have not been willing to take on additional City contracts in recent years.

ATTACHMENT

SEAACA Amendment to the Agreement for Animal Control Services.....2

AMENDMENT TO THE AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AMENDMENT is entered into this 1st day of July 2016, by and between the SOUTHEAST AREA ANIMAL CONTROL AUTHORITY whose address is 9777 SEAACA Street, Downey, California 90241 (herein, "SEAACA") and the CITY OF BELLFLOWER , a California Corporation, whose address is 16600 Civic Center Drive, California 90706 (herein "CITY")

RECITALS

WHEREAS, CITY and SEAACA previously entered into an Agreement for Animal Control and Sheltering Services dated July 1, 2014 for the Fiscal Years 2014-2019; and

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

WHEREAS, SEAACA and CITY desire to set forth costs to CITY for Animal Control Services for the Fiscal Year 2016-2017:

NOW THEREFORE, SEAACA and CITY agree that the aforementioned Agreement for Animal Control Services dated July 1, 2014 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 2016-2017 shall be \$523,305.00 offset by revenues collected by SEAACA in performance of this Agreement for license fees and penalties. SEAACA guarantees that the base revenues shall be \$138,000.00 for Fiscal Year 2016-2017; 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 2016-2017 to CITY for said services shall not exceed \$385,305.00 and shall be paid by CITY to SEAACA in two equal payments upon invoice on the following schedule: July 1, 2016, \$192,652.50 and on October 1, 2016, \$192,652.50. 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 2. All of the remaining provisions of the Agreement for Animal Control Services shall remain the same.

IN WITNESS WHEREOF, THE CITY OF BELLFLOWER, by order of its City Council caused this Amendment to 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 subscribed by the Chairperson of said Commission and attested to by it's Executive Director and/or Clerk of said Commission.

CITY OF BELLFLOWER

BY: _____
 Dan Koops , Mayor

ATTEST:

City Clerk **Mayra Ochiqui**

APPROVED AS TO FORM AND CONTENT

City Attorney **Karl H. Berger**

City of Bellflower
Agreement File No. 200
Amendment No. 14

SOUTHEAST AREA
ANIMAL CONTROL AUTHORITY

BY: _____
 Luis Marquez, Chairperson

ATTEST:

Sally Hazzard, Executive Director

APPROVED AS TO FORM AND CONTENT

Scott Nichols, SEAACA Attorney