



County of Los Angeles  
 Department of Animal Care and Control  
 Administrative Office  
 5898 Cherry Avenue  
 Long Beach, California 90805  
 (562) 728-4610 • Fax (562) 422-3478  
<http://animalcare.lacounty.gov>



Marcia Mayeda  
 Director

Shelter Locations

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

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

Baldwin Park Shelter  
 4275 N. Elton St.  
 Baldwin Park, CA 91706  
 (626) 962-3577

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

Castaic Shelter  
 31044 N. Charlie Cyma  
 Road  
 Castaic, CA 91384  
 (661) 257-3191

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

Major Case Unit  
 11258 S. Garfield Ave.  
 Downey, CA 90242  
 (562) 658-2000

July 19, 2011

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 500 West Temple Street  
 Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF CONTRACT WITH  
 THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY FOR  
 AFTER HOUR TELEPHONE ANSWERING SERVICES  
 (SUPERVISORIAL DISTRICTS 1 AND 4 ) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions will allow the Department of Animal Care and Control to provide after hour telephone answering services to the Southeast Area Animal Control Authority.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign a three-year contract for the Department of Animal Care and Control to provide after hours telephone answering services to the Southeast Area Animal Control Authority for an annual contract amount of \$12,000.
2. Authorize the Director of Animal Care and Control to amend the contract during the contract term to include additional services.
3. Authorize the Director of Animal Care and Control to exercise the Contract renewal option for an additional term of two years.

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

#20 JULY 19, 2011

*Sachi A. Hamai*  
 SACHI A. HAMAI  
 EXECUTIVE OFFICER

**PURPOSE/JUSTIFICATION FOR RECOMMENDED ACTION**

The Southeast Area Animal Control Authority (SEAACA) is desirous of contracting with the Department of Animal Care and Control (Department) for the performance of after hours telephone answering services. The Department will provide after hours animal control telephone answering service to SEAACA from the Department's Communications/Operations Center, between the hours of 7:00 p.m. to 8:00 a.m., seven days a week for service calls coming from the jurisdictional boundaries of SEAACA.

**Implementation of Strategic Plan Goals**

The recommended action supports the County's Strategic Plan Goal of Public Safety (Goal 5) by ensuring that resources are available to provide for the safety and security of the people of Los Angeles County.

**FISCAL IMPACT/FINANCING**

The Department will receive additional revenue in the amount of \$12,000, which will be used to offset any additional cost associated with this contract. SEAACA will be invoiced by the Department monthly for services rendered.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Such contracts are authorized and provided for by the provisions of Section 56-1/4 and 56-3/4 of the Charter of the County of Los Angeles. The contract (Attachment I) has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**


The level of services provided by the Department will not be adversely affected as a result of any services provided to SEAACA.

**CONCLUSION**

It is requested that an adopted copy of the action taken by your Board and four fully executed copies of the attached contract be forwarded to the Department of Animal Care and Control.

The Honorable Board of Supervisors  
July 19, 2011  
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Respectfully submitted,



MARCIA MAYEDA  
Director

MM:DD:PM

Attachments (2)

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors



77596

**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**SOUTH EAST AREA ANIMAL CONTROL AUTHORITY**

**FOR**

**AFTERHOURS TELEPHONE ANSWERING SERVICES**

AFTERHOURS TELEPHONE ANSWERING SERVICES AGREEMENT

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AND CONTROL AND THE SOUTH EAST AREA ANIMAL CONTROL AUTHORITY

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AFTERHOURS TELEPHONE ANSWERING SERVICES AGREEMENT

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND THE SOUTH EAST AREA ANIMAL CONTROL AUTHORITY

THIS AGREEMENT is made by and between the COUNTY OF LOS ANGELES,  
hereinafter referred to as County, and the SOUTH EAST AREA ANIMAL CONTROL  
AUTHORITY, hereinafter referred to as SEAACA.

RECITALS

- a. SEAACA is desirous of contracting with the County for the performance of afterhours telephone answering services described herein by the County.
- b. The County of Los Angeles is agreeable to rendering such services on the terms and conditions set forth in this Agreement.
- c. Such contracts are authorized and provided for by the provisions of Section 56-1/4 and 56-3/4 of the Charter of the County of Los Angeles.

1.0 CONTRACT AUTHORIZATION

- 1.1 The County agrees, through the County Department of Animal Care and Control, to provide afterhours telephone answering services for SEAACA to the extent and in the manner hereinafter set forth.
- 1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the County under the Charter of the County and the Statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the County, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, SEAACA shall be consulted and a mutual determination thereof shall be made by both the County and SEAACA.
- 2.3 With regard to Sections 2.1 and 2.2, the County, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

- 2.4 All SEAACA employees who work in conjunction with the County's Department of Animal Care and Control pursuant to this Agreement shall remain employees of SEAACA and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No SEAACA employee as such shall become employees of the County unless by specific additional agreement in the form of a merger contract which must be concurrently adopted by SEAACA and County.
- 2.5 For the purpose of performing services and functions, pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every County officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of SEAACA while performing such service for SEAACA, as long as the service is within the scope of this Agreement and in a municipal function.
- 2.6 SEAACA shall not be called upon to assume any liability for the direct payment of any County Department of Animal Care and Control salaries, wages, or other compensation to any County personnel performing services hereunder for said SEAACA. Except as herein otherwise specified, SEAACA shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of SEAACA.
- 2.7 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Services Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this contract be read and understood to prohibit discrimination.

### 3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and specifically requested by SEAACA shall be developed in conjunction with the County Department of Animal Care and Control.
- 3.2 SEAACA agrees to the level of services as outline in the agreement statement of Work (SOW) (Attachment A) and the level of service to be provided and contract sum shall be signed and authorized by SEAACA and the County Department of Animal Care and Control and shall be attached to this contract.
- 3.3 SEAACA may request a change in level of service and complete an amendment to the SOW and submit to the County Department of Animal Care and Control. The revised level of service to be provided and contract sum shall be signed and authorized by SEAACA and the County Department Animal Care and Control or his/her designee and attached to



this contract as an amendment to the level of service and the contract sum.

#### 4.0 PERFORMANCE OF CONTRACT

- 4.1 For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 4.2 Notwithstanding the foregoing, SEAACA may provide additional resources for the County to utilize in performance of the services.
- 4.3 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of said SEAACA, the same shall be supplied by SEAACA at its own cost and expense.

#### 5.0 TERM OF CONTRACT

- 5.1 Unless sooner terminated as provided for herein, this Agreement shall be effective August 1, 2011, and shall remain in effect until June 30, 2014.
- 5.2 At the option of the Board of Supervisors and with the consent of SEAACA, this Agreement may be renewable for successive periods not to exceed five years each.

#### 6.0 RIGHT OF TERMINATION

- 6.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than 60 days prior thereto.
- 6.2 Notwithstanding any provision herein to the contrary, SEAACA may terminate this Agreement upon notice in writing to the County given within 60 days of receipt of hereunder, and in such an event this Agreement shall terminate 60 calendar days from the date of SEAACA's notice to the County.
- 6.3 This Agreement may be terminated at anytime, with or without cause, by either party upon written notice given to the other party at least 180 days before the date specified for such termination.
- 6.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.



## 7.0 CONTRACT SUM

- 7.1 SEAACA shall pay for the services provided under the terms of this service agreement at the rate established by the County's Department of Animal Care and Control and approved by the Auditor-Controller.
- 7.2. SEAACA shall be billed based on the service level provided within the parameters of the SOW.

## 8.0 PAYMENT PROCEDURES

- 8.1 The County, through the County of Los Angeles Department of Animal Care and Control, shall render to said SEAACA within ten (10) days after the close of each calendar month a summarized invoice which covers all services performed during said month, and said SEAACA shall pay County for all undisputed amounts within 30 days after date of said invoice.
- 8.2 If such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, SEAACA shall provide County with written notice of the dispute including the invoice date, amount, and reasons for dispute within 15 days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within 60 days after the dispute resolution is memorialized.
- 8.3 Interest shall be calculated at the rate of seven percent (7%) annually or any portion thereof, calculated from the last day of the month in which the services were performed, or in the case of disputed amounts, calculated from the date the resolution is memorialized.
- 8.4 Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within 60 days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of SEAACA on deposit with the County without giving further notice to SEAACA of County's intention to do so.

## 9.0 ENTIRE AGREEMENT

- 9.1 This Agreement and Attachment A hereto, constitute the complete and exclusive statements of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of SEAACA and the County. The Director of Animal

Care and Control or his/her designee is authorized by the County to execute supplemental agreements.

SEAACA-COUNTY MUNICIPAL SERVICES AGREEMENT  
COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE  
AND CONTROL AND SEAACA

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Agreement to be subscribed by its Mayor and SEAACA has caused this Agreement to be subscribed on its behalf by its authorized officer.

SOUTH EAST AREA ANIMAL  
CONTROL AUTHORITY

COUNTY OF LOS ANGELES

By *Dan Morrison*  
Dan Morrison, Executive Director

By *Mike Antonovich*  
Mayor, Board of Supervisors

ATTEST:

SACHI HAMAI  
Executive Officer  
Board of Supervisors



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

By *Benjamin Zavala*  
Deputy JUL 19 2011

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By *Benjamin Zavala*  
Deputy JUL 19 2011

By *Diane C. Reyes*  
Principal Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 JUL 19 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77596



STATEMENT OF WORK

TELEPHONE ANSWERING SERVICES  
SOUTH EAST AREA ANIMAL CONTROL AUTHORITY (SEAACA)

Section 1. SERVICES: The County agrees, through the Director of Animal Care and Control of the County of Los Angeles, to provide nighttime animal control telephone answering service within the jurisdictional boundaries of the Southeast Area Animal Control Authority (SEAACA) to the extent and in the manner hereinafter set forth.

Section 2. SCOPE OF WORK: The County agrees to provide only telephone answering services to SEAACA from the County's Communications/Operations Center, between the hours of 7:00 p.m. and 8:00 a.m., seven days a week.

Section 3. SERVICE REQUESTS: SEAACA shall solely be responsible for answering all requests for service within its jurisdictional boundaries during the hours the telephone service contract is in force. The County will not provide any field service and/or housing services.

Section 4. CONTRACT SUM: For and in consideration of animal control telephone answering services by the County, SEAACA agrees to pay the sum of \$12,000 per year to the County for providing such services.

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