



**RECEIVED**  
June 02, 2016  
*Commission on  
State Mandates*

DATE: June 1, 2016  
TO: Annette Chin, Cost Recovery Systems  
From: Nicole Bouldin, Manager, Information Technology and Office Services  
SUBJECT: SEAACA Contract Cities

Below is a list of Cities that SEAACA has contracted with from July 1, 2001 to present.

Bellflower  
Buena Park  
La Palma  
Lakewood  
South Gate  
Vernon

\* Established  
10/14/75 SEAAAT

JOINT EXERCISE OF POWERS AGREEMENT  
BETWEEN THE CITY OF NORWALK AND THE  
CITY OF PICO RIVERA CREATING THE  
SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 16th day of October, 1975, by and between the signatory cities, municipal corporations organized and existing pursuant to the laws of the State of California.

R E C I T A L S

A. The signatory cities are empowered by law to undertake all activities requisite and necessary in order to perform animal control services within their respective jurisdictions.

B. The signatory cities desire to create a separate and distinct public agency for the purpose of providing animal control services within each of these cities.

C. The signatory cities deem it desirable to enter into an Agreement to formulate the basis under which the Southeast Area Animal Control Authority will be established and to designate the responsibilities of this public agency.

NOW, THEREFORE, the signatory cities, for and in consideration of the mutual benefits, promises and agreements set forth herein, do agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code

of the State of California (commencing with Section 6500, herein called "Act") relating to the joint exercise of powers common to the signatory cities. The signatory cities possess the powers referred to in the Recitals set forth hereinabove. The purpose of this Agreement is to exercise such powers jointly by providing a mechanism whereby animal control services can be rendered to each of the respective cities. Said animal control services shall include the licensing of animals, providing of animal patrol services within the respective cities, impounding of animals and such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control services, and as may be extended by Section 9 herein.

SECTION 2. Term.

This Agreement shall become effective as of the date set forth hereinabove and continue in full force and effect until June 30, 1976, unless terminated prior to said time by Agreement of the parties, or extended beyond said date by Agreement of the parties.

SECTION 3. Agency.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Southeast Area Animal Control Authority (herein called "Authority") and said Authority shall be a public entity separate and apart from the signatory cities. The debts, liabilities and obligations of the Authority do not constitute debts, liabilities or obligations of any party to this Agreement.

B. Commission.

Authority shall be governed by a Commission composed of one (1) member from each signatory city, each serving in his individual capacity as a member of the Commission. The Commission shall be called the Southeast Area Animal Control Commission (herein referred to as the "Commission"). Commission members shall be appointed by the City Councils of each signatory City. Each of the members shall hold membership on the Commission during the term for which they are appointed and until their successors have been appointed by the City Council, making the initial appointment. In the case of a vacancy in membership on the Commission, the same shall be promptly filled by appointment thereto by the Mayor of the City, subject to confirmation by the City Council. An appointment to fill a vacancy occurring during an unexpired term shall be for the period of that unexpired term. Members of the Commission shall serve without remuneration.

C. Meetings of the Commission.

The Commission of the Authority shall provide for its regular, adjourned regular and special meetings, provided, however, it shall schedule at least one regular meeting in each month and such further meetings as the signatory cities may reasonably request depending upon the pressures of business. The dates upon which, and the hour and place at which, any regular meeting shall be held, shall be fixed by Resolution, and a copy of such Resolution shall be filed with each of the parties hereto. All meetings of the Commission shall comply with and be held in accordance with the provisions of the Ralph M. Brown Act as it presently exists or may be from time to time amended, commencing with Section 54950 of the Government Code. Minutes of the meetings of the Authority shall be maintained and copies of the same

filed with the Clerk of the signatory cities. A majority of the Commission of the Authority shall constitute a quorum for the transaction of business. The Commission may adopt rules and regulations for the conduct of its meetings and affairs.

D. Officers.

The Commission shall elect a chairman and a vice chairman at its first meeting and thereafter at the first meeting held in each succeeding calendar year, the Commission shall elect its chairman and vice chairman. The position of chairman of the Commission shall be rotated between the parties hereto on an annual basis. In addition to the chairman and vice chairman, the Commission may appoint such other officers as may be deemed necessary in order to effectuate purpose of the Commission.

E. Administrative Committee.

An Administrative Committee shall be established, consisting of the City Administrators and City Treasurers or Directors of Finance of each of the signatory cities, or such other employees of the respective cities as may be designated to act in their stead. The Administrative Committee shall implement the policies and directions of the Commission of the Authority and may utilize the City Engineers, Chiefs of Police, and City Attorneys of the parties. The City Engineers, Chiefs of Police, City Attorneys, and other employees of the parties hereto shall assist the Administrative Committee in carrying out the policies and directions of the Authority. Further, the Treasurer of the City of Norwalk shall act as Treasurer for the Authority and post the official bond required by Section 6505.1 of the Act.

#### SECTION 4. Powers.

The Authority shall have the powers common to the signatory cities set forth in Section 1 of this Agreement; to wit: the power to acquire property, construct and/or maintain facilities, employ personnel, purchase and/or otherwise arrange for the acquisition of personal property and the undertaking of such activities as may be necessary in order to provide animal control services within the Cities of Norwalk and Pico Rivera. The Authority is hereby authorized in its own name to do all acts necessary for the exercise of said common powers for said common purpose, including, but not limited to, any and all of the following: to make and enter into contracts, to employ agents and employees, to acquire, construct, manage, maintain and operate by means of lease, sublease, or otherwise, and to operate buildings, works or improvements and to incur debts, liabilities and obligations which do not constitute debts, liabilities or obligations of the City of Norwalk or Pico Rivera, to receive gifts, contributions and donations of property and funds and services and other financial assistance from the parties hereto and/or other sources, and to sue and be sued in its own name. Such powers shall be exercised in the manner provided in the Act and except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the cities were they to individually exercise the powers which are described herein.

#### SECTION 5. Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Authority shall be open

to inspection at reasonable times by representatives of the parties. The Treasurer shall, within 60 days after the termination of this Agreement, and/or if this Agreement is extended, then within 90 days after the close of each fiscal year, give a complete written report of all financial activities of the fiscal year to the parties hereto. Additionally, the Treasurer shall assume the duties described in Section 6505.5 of the Act; to wit:

(a) Receive and receipt for all money of Authority and place it in the Norwalk treasury to the credit of Authority;

(b) Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him;

(c) Pay, when due, out of money of Authority so held by him, all sums payable;

(d) Pay any other sums due from Authority money;

(e) Verify and report in writing on the first day of July, October, January, and April of each year to Authority and to the parties to this Agreement the amount of money he holds for Authority, the amount of receipts since his last report, and the amount paid out since his last report.

#### SECTION 6. Funds.

The parties shall advance monies to the Authority from their respective Treasuries, in the following percentage:

City of Norwalk	<u>60</u> %
City of Pico Rivera	<u>40</u> %

in order that the Authority can provide the animal control services contemplated herein. In addition, each of the parties hereto shall contract with the Authority for the performance of animal control services within their respective jurisdiction, said Agreements to provide for the payment by the respective Cities, of the amounts set forth in order to cover the costs and expenses incurred by the Authority in performing the animal control services.

The Treasurer of Authority shall have the custody of and disburse Authority funds pursuant to the accounting procedures developed in accordance with the provisions set forth hereinabove and as nearly possible in accordance with the normal procedures of the parties hereto. The public officers herein designated as the persons responsible for the monies of the Authority are hereby also designated as responsible for all other property of the Authority. The parties find and determine that the Treasurer shall be liable on his official bond in the amount of \$ 100,000.00.

SECTION 7. Personnel.

Authority may request from either of the Cities the services of such City personnel as may be necessary to carry out this Agreement and may employ other personnel necessary to assist in performance of the terms and conditions of this Agreement, provided that adequate funds are available.

SECTION 8. Notice.

Notice shall be sufficient if delivered to:

City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650

Attention: City Administrator

City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, California 90660

Attention: City Manager

SECTION 9. Extension of Service.

The Authority shall have the power, pursuant to law, to extend its animal control services to other jurisdictions under the following circumstances and exclusive procedures:

(a) Extension by Agreement Amendment.

The service area of the Authority may be extended by amendment to this Agreement between parties hereto, and other cities pursuant to the Act and Section 13 herein. Each joining City shall negotiate its participation in the amended Agreement on a fair and equitable basis, the details of which shall be at the discretion of the parties concerned. Cities joining the Authority shall be accorded full rights and assume full duties under this Agreement.

(b) Extension by Service Contract.

The service area of the Authority may be extended to other cities by service contract between the Authority and the jurisdiction to be served. Approval of such contracts shall be by unanimous vote of the Commission, with the confirmation by all signatory cities.

SECTION 10. Miscellaneous.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Upon termination of this Agreement there shall be returned to each of the parties all surplus monies in the ratio of the contributions of the parties hereto. In addition, personal property shall be returned to the City which contributed the same to the Authority.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

SECTION 11. Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the agreement that the parties intended to enter into in the first instance.

SECTION 12. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

SECTION 13. Amendments.

This Agreement may be amended by agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on the date first above written.

CITY OF NORWALK

ATTEST:

William H. Kraus  
City Clerk, William H. Kraus

By

Peter H. Fogarty  
Mayor, Peter H. Fogarty

APPROVED:

J. Kenneth Brown  
City Attorney, J. Kenneth Brown

CITY OF PICO RIVERA

ATTEST:

Howard Schroyer  
City Clerk, Howard Schroyer

By

William J. Kocher  
Mayor, William J. Kocher

APPROVED:

Samuel Siegel  
City Attorney, Samuel Siegel

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF  
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,  
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING  
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 10th day of March, 2000,  
by and between the signatory cities (herein also referred to as "member cities"), municipal  
corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement dated  
July 1, 1997 (hereinafter "the Joint Powers Agreement") to establish and maintain the Southeast  
Area Animal Control Authority Area Animal Control Authority (hereinafter, "SEAACA") as a  
separate and distinct agency for the purpose of providing animal control services within each of  
those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the  
parties to the Joint Powers Agreement.

C. The term of the Joint Powers Agreement currently expires June 30, 2007 and it is  
the desire of the signatory cities to extend that termination date to June 30, 2020:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits,  
promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

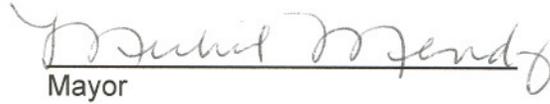
SECTION 1. Section 2 of the Joint Powers Agreement is revised to read as follows:

"SECTION 2. Term.

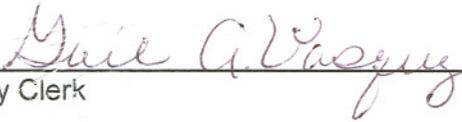
This Agreement shall become effective as of July 1, 1997 and continue in full force  
and effect until June 30, 2020, unless terminated prior to said time by Agreement approved by a  
majority of the parties, or extended beyond said date by agreement of the parties"

This Amendment to Agreement has been executed by the member cities on the dates indicated below.

CITY OF NORWALK

  
Mayor

ATTEST:

  
City Clerk

February 1, 2000  
Date

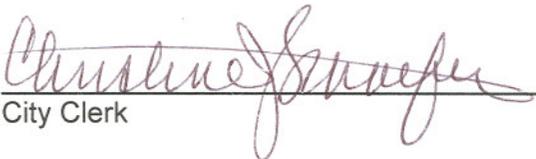
APPROVED:

  
City Attorney

CITY OF PICO RIVERA

  
Mayor

ATTEST:

  
City Clerk

2/8/00  
Date

APPROVED:

  
City Attorney

CITY OF DOWNEY

Keith McCarthy  
Mayor Keith McCarthy

ATTEST:

Judith E. Donnell  
City Clerk

February 9, 2000  
Date

APPROVED:

[Signature]  
City Attorney

CITY OF BELL GARDENS

Ramiro Morales  
Mayor

ATTEST:

[Signature]  
City Clerk

3/9/00  
Date

APPROVED:

[Signature]  
City Attorney

CITY OF MONTEBELLO

Will M. Mol  
Mayor

ATTEST:

Robert J. King  
City Clerk

10/5/99  
Date

APPROVED:

Sam Anthony - Sam  
City Attorney

CITY OF PARAMOUNT

Sam Daniels  
Mayor

ATTEST:

Dee H. West  
City Clerk

3/10/2000  
Date

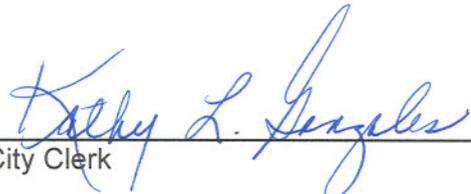
APPROVED:

John E. Caronney  
City Attorney

CITY OF SOUTH EL MONTE

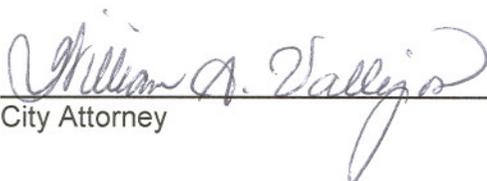
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Date

APPROVED:

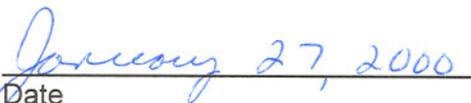
  
\_\_\_\_\_  
City Attorney

CITY OF SANTA FE SPRINGS

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Date

APPROVED:

  
\_\_\_\_\_  
City Attorney

JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF  
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,  
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING  
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this *1<sup>st</sup>* day of *July*, 1997, by and between the signatory cities (herein also referred to as "member cities"), municipal corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities are empowered by law to perform animal control services as may be required and necessary within their respective jurisdictions.

B. The Cities of Norwalk and Pico Rivera entered into a Joint Exercise of Powers Agreement on October 16, 1975, creating the Southeast Area Animal Control Authority (hereinafter "the Authority"), as a separate and distinct public agency for the purpose of providing animal control services within each of those cities.

C. On January 19, 1976, said agreement was superseded by a new agreement, executed by the Cities of Norwalk, Pico Rivera, and Downey, extending the service area of the Authority to such cities and making other changes consistent with the basic agreement.

D. Further amendments have been made to said agreement, including one providing that additional public agencies may join the Authority and be deemed signatories to the Joint Powers Agreement.

E. The Cities of Bell Gardens, Lynwood, Montebello, and Paramount presented resolutions in 1984 as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

F. The Cities of South El Monte and Santa Fe Springs presented resolutions in 1987 and 1988, respectively, as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

G. The City of Lynwood gave notice to the Authority pursuant to Section 10 (c) of this agreement of their intention to withdraw membership from the Joint powers Agreement in 1991.

H. The member cities deem it desirable to execute this Joint Powers Agreement, extending the term of this Agreement.

I. The member cities also desire to recognize the original signatory cities, Norwalk, Pico Rivera and Downey, for their initial contributions toward the purchase and development of the Authority's property located at 9777 SEAACA Street, Downey, California, and to be reimbursed for the value of their contributions in the event the members terminate the Joint Powers Agreement.

J. The member cities wish to allow any signatory city the right to withdraw from the Authority if it objects to a capital improvement plan.

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreements set forth herein, do agree as follows:

#### SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, herein called the "Act") relating to the joint exercise of powers common to the signatory cities. The signatory cities possess the powers referred to in the Recitals set forth hereinabove. The purpose of this Agreement is to exercise such powers jointly by providing a mechanism whereby animal control services can be rendered to each of the respective cities. Said animal control services may include the licensing of animals, providing of animal patrol services within the respective cities, impounding of animals and such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control services.

#### SECTION 2. Term.

This Agreement shall become effective as July 1, 1997 and continue in full force and effect until June 30, 2007, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by Agreement of the parties.

#### SECTION 3. Agency.

##### A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Southeast Area Animal Control Authority (herein called "Authority") and said Authority shall be a public entity separate and apart from the signatory cities. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

#### B. Commission.

Authority shall be governed by a Commission composed of one (1) member from each signatory city, each serving in his individual capacity as a member of the Commission. The Commission shall be called the Southeast Area Animal Control Commission (herein referred to as the "Commission"). Commission members shall be appointed by the respective City Council of each signatory city. Each of the members shall hold membership on the Commission during the term for which they are appointed and until their successors have been appointed. In the case of a vacancy in membership on the Commission, the same shall be promptly filled in the same manner as the initial appointment. Members of the Commission shall receive such compensation as is determined by the Commission.

#### C. Meetings of the Commission.

The Commission shall provide for its regular, adjourned regular and special meetings, provided, however, it shall schedule at least one regular meeting in each month and such further meetings as the signatory cities may reasonably request depending upon the pressures of business. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by Resolution of the Commission, and a copy of such Resolution shall be filed with each of the parties hereto. All meetings of the Commission shall comply with and be held in accordance with the provisions of the Ralph M. Brown Act as it presently exists or may be from time to time amended, commencing with Section 54950 of the Government Code. Minutes of the meetings of the Authority shall be maintained and copies of the same filed with the Clerk of the signatory cities. A majority of the Commission shall constitute a quorum for the transaction of business. The Commission may adopt rules and regulations for the conduct of its meetings and affairs.

#### D. Officers.

The Commission shall elect a chairman and a vice chairman at its first meeting and thereafter at the regular meeting of the Commission held in July of each succeeding year, the Commission shall elect its chairman and vice chairman. The position of chairman of the Commission shall be rotated among the parties hereto on an annual basis. In addition to the chairman and vice chairman, the Commission may appoint such other officers as may be deemed necessary in order to effectuate the purpose of the Commission.

The Director of Finance of the City of Downey shall act as Treasurer of the Authority and shall post the official bond required by Section 6505.1 of the Act.

#### E. Administrative Committee.

An Administrative Committee shall be established, consisting of the City Administrator and City Treasurer or Director of Finance of each of the signatory cities, or such other employees of the respective cities as may be designated by such city to act in their stead. The Administrative Committee shall implement the policies and directions of the Commission and may utilize the City Engineers, Chiefs of Police, and City Attorneys of the parties. The City Engineers, Chiefs of Police, City Attorneys, and other employees of the parties hereto shall assist the Administrative Committee in carrying out the policies and directions of the Authority.

#### SECTION 4. Powers.

The Authority shall have the powers common to the signatory cities set forth in Section I of this Agreement, to wit: the power to acquire property, construct and/or maintain facilities, employ personnel, purchase and/or otherwise arrange for the acquisition of personal property and the undertaking of such activities as may be necessary in order to provide animal control services within serviced cities. The Authority is hereby authorized in its own name to do all acts necessary

for the exercise of said common powers for said common purpose, including, but not limited to, any and all of the following: to make and enter into contracts, to employ agents and employees, to acquire, construct, manage, maintain and operate by means of lease, sublease, or otherwise, and to operate buildings, works of improvements and to incur debts, liabilities and obligations which do not constitute debts, liabilities or obligations of the signatory cities, to receive gifts, contributions and donations of property and funds and services and other financial assistance from the parties hereto and/or other sources, and to be sued in its own name. Such powers shall be exercised in the manner provided for general law cities and in the Act and except as otherwise expressly set forth herein.

#### SECTION 5. Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Authority shall be open to inspection at reasonable times by representatives of the parties. The Treasurer shall, within sixty (60) days after the termination of this Agreement, and/or if this Agreement is extended, then within ninety (90) days after the close of each fiscal year, give a complete written report of all financial activities of the fiscal year to the parties hereto. Additionally, the Treasurer shall assume the duties described in Section 6505.5 of the Act; to wit:

- A. Receive and receipt for all money of Authority and place it in the City of Downey treasury to the credit of Authority;
- B. Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him;
- C. Pay, when due, out of money of Authority so held by him, all sums payable;
- D. Pay any other sums due from Authority money;

E. Verify and report in writing on the first day of July, October, January, and April of each year to Authority and to the parties to this Agreement the amount of money he holds for Authority, the amount of receipts since his last report, and the amount paid out since his last report.

#### SECTION 6. Authority Operations.

##### A. Funding.

The Commission shall, with the advice of the Administrative Committee, develop and adopt an operating budget based upon fixed operating expenses and the level and extent of animal control service sought by the serviced cities within their respective jurisdictions and agreed upon as herein provided. Any operating or capital funds required to serve the signatory cities shall be provided by the signatory cities from their respective treasuries or through approved in-kind service or property contributions based on a pro-rata by population basis. The Authority's annual budget shall be approved by a two-thirds (2/3) vote of the entire Commission.

##### B. Service Relations/Procedures.

Each of the parties hereto shall be provided animal control service within their respective jurisdiction as is contemplated under this Agreement and shall provide for the payment of the amounts necessary to cover the total expense of such service as determined by the Commission. The Commission may adopt operation procedures consistent with this Agreement, applicable law, and with generally accepted animal control standards.

##### C. Property Control.

The Treasurer of the Authority shall be responsible for the proper inventory of and control over all property and other assets of the Authority. The parties find and determine that the Treasurer shall be liable on his official bond in the amount of \$25,000.

SECTION 7. Personnel.

Authority may request from any of the signatory cities the services of such city personnel as may be necessary to carry out this Agreement, and may employ other personnel necessary to assist in performance of the terms and conditions of this Agreement, provided that adequate funds are available.

SECTION 8. Notice.

Notice shall be sufficient if delivered to:

City of Norwalk  
12700 Norwalk Boulevard  
Norwalk, California 90650

Attention: City Manager

City of Pico Rivera  
6615 Passons Boulevard  
Pico Rivera, California 90660

Attention: City Manager

City of Downey  
11111 Brookshire Avenue  
Downey, California 90241

Attention: City Manager

City of Bell Gardens  
7100 South Garfield  
Bell Gardens, California 90201

Attention: City Manager

City of Montebello  
1600 Beverly Boulevard  
Montebello, California 90640

Attention: City Administrator

City of Paramount  
16400 Colorado Avenue  
Paramount, California 90723

Attention: City Manager

City of Santa Fe Springs  
11710 E. Telegraph Road  
Santa Fe Springs, California 90670

Attention: City Manager

City of South El Monte  
1415 N. Santa Anita Avenue  
South El Monte, California 91733

Attention: City Manager

#### SECTION 9. Extension of Service.

The Authority shall have the power, pursuant to law, to extend its animal control services to other jurisdictions under the following circumstances and exclusive procedures:

A. Extension By Participation in Authority.

Any public agency empowered by law to perform animal control services may join the Authority and be deemed a signatory city for all purposes within this Joint Powers Agreement pursuant to the provisions of this section. Any such public agency desiring to join the Authority shall present to the Commission a resolution of its governing body expressing that desire and an address for service of any notices required by this Agreement. The Commission shall determine if the Authority has the capacity to provide such animal control services, and if such capacity exists, may by resolution adopted by a two-thirds vote of all of the Commission members determine that such public agency shall be accorded full rights and assume full duties under this Joint Powers Agreement. Such approval, and admission to full membership, shall be subject to such terms and conditions as the Commission determines.

B. Extension by Service Contract.

The service area of the Authority may be extended to other geographic areas by service contract between the Authority and the jurisdiction to be served, provided the Authority has capacity to provide such services and that such services are not subsidized by the members of the Authority. Approval of such contract shall be by unanimous vote of the Commission, with the confirmation of all signatory cities, and shall be subject to such terms and conditions as the Commission determines.

#### SECTION 10. Miscellaneous.

##### A. Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of the section referred to.

##### B. Governing Law.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

##### C. Withdrawal.

Any signatory city may withdraw from membership in the Authority by sending the Commission written notice of its intent to withdraw at least ninety (90) days prior to the end of the Authority's fiscal year. Withdrawal shall occur on the first day of the fiscal year following receipt of such notice. Any signatory city withdrawing pursuant to this subsection shall remain obligated for any previously approved bonded indebtedness and either liabilities or reserves for potential liabilities the Authority incurred prior to the effective date of the withdrawal. A withdrawing signatory city shall be entitled to participate in the distribution of assets as provided in subsection D (below) should the termination of this Agreement occur. If such a termination should occur, a withdrawn signatory city's share of the distribution of assets provided for in subsection D below shall be based upon the value of the assets as of the date of the withdrawal by a signatory city.

The obligations and liabilities described above will not extend to any budgetary contribution, lease payment, certificate of participation contribution or bond payment which is intended to finance or procure the occupancy, construction or improvement of capital facilities for use by SEAACA under the following circumstances:

(1) Prior to any vote on a budget or a contract creating the obligation to which the City objects, the City shall notify the Commission in writing that it objects to the capital improvement plan:

(2) The objecting City, prior to the date on which the item is set for vote, informs the Commission that it will withdraw from the Joint Powers Authority if the capital facilities plan is approved;

(3). The City agrees to withdraw at the conclusion of the current fiscal year, or the following fiscal year if less than 90 days remain in the current fiscal year.

No vote on any matter covered by this section may occur without providing each city with at least 35 days' written notice on the item on which the vote will occur.

#### D. Termination.

As of July 1, 1997, the Authority owns property and facilities located at 9777 SEAACA Street, Downey, California. Said assets were purchased with contributions as follows: Downey, Forty Nine Thousand Six Hundred Dollars (\$49,600.00); Norwalk, Six Hundred Thousand Dollars (\$600,000.00); and Pico Rivera, Thirty Thousand Four Hundred Dollars (\$30,400.00); and by contributions made in the following ratio: Downey, Thirty Eight Percent (38%); Norwalk, Thirty Nine Percent (39%); and Pico Rivera, Twenty Three Percent (23%). The value of the present Authority property and facilities was determined prior to June 30th, 1984. Upon termination of this Agreement, an appraisal of the assets of the Authority shall be prepared, and the assets shall be distributed or, if sold, the proceeds of those assets shall be distributed as follows:

(1). To reimburse the original signatory cities for their original contribution, distribution shall be made to them in the following amounts:

Downey	\$ 49,600.00
Norwalk	\$ 600,000.00
Pico Rivera	\$ 30,400.00

(2). The difference between the \$680,000.00 and the value of the Authority's assets on June 30th, 1984, shall be distributed to the original member cities in the following ratio:

To Downey	38% of the proceeds
To Norwalk	39% of the proceeds
To Pico Rivera	23% of the proceeds

(3). The remainder of the Authority's assets or the proceeds of those assets, if sold, after disbursing the amounts provided in Sections (1) and (2) above, shall be distributed as follows:

(a) The first 25% shall be distributed to the Cities of Downey, Norwalk, and Pico Rivera in the same ratio as is provided in Section (2) above to provide a return to these cities on their initial contribution to the Authority; and

(b) The remaining 75% shall then be distributed to the then members of the Authority in the same ratio as the member cities have contributed to the funding of the Authority's operations for the year in which the Authority is terminated, or as otherwise provided by law.

The provisions of this section, relative to distribution of assets of the Authority upon termination, can only be changed by unanimous vote of the signatory cities including any signatory city which withdrew following the date of this Agreement.

#### SECTION 11. Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any law of the State of

California, or otherwise be rendered unenforceable, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substances to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 12. Successors.

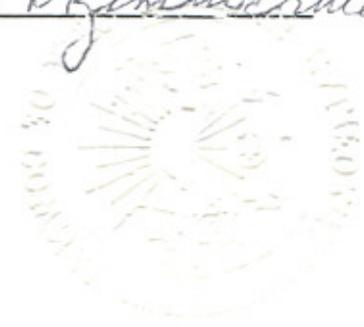
This Agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

SECTION 13. Amendments.

This Agreement may be amended by agreement in writing of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written.

CITY OF NORWALK

  
Eleanor L. Benimacruan  
Mayor

ATTEST:

Bonnie Hernandez Strait  
City Clerk

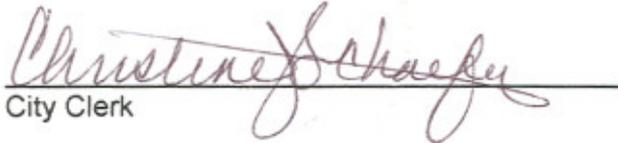
APPROVED:

Steve Z. Insy  
City Attorney

CITY OF PICO RIVERA

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED:

  
\_\_\_\_\_  
City Attorney

CITY OF DOWNEY

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

  
\_\_\_\_\_  
City Attorney

CITY OF BELL GARDENS

David Torres  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED: *As to form:*

[Signature]  
City Attorney

CITY OF MONTEBELLO

Will M. Mohr  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED:

[Signature]  
City Attorney

CITY OF PARAMOUNT

Deane J. Martin  
Mayor

ATTEST:

Barb H. Lee  
City Clerk

APPROVED:

Maurice T. O'Neil  
City Attorney

CITY OF SOUTH EL MONTE

[Signature]  
Mayor

ATTEST:

Kathy L. Gonzalez  
City Clerk

APPROVED:

Francisco L. [Signature]  
City Attorney

CITY OF SANTA FE SPRINGS

  
Mayor

ATTEST:

  
City Clerk

APPROVED:

  
City Attorney

**DECLARATION OF SERVICE BY EMAIL**

I, the undersigned, declare as follows:

I am a resident of the County of Sacramento and I am over the age of 18 years, and not a party to the within action. My place of employment is 980 Ninth Street, Suite 300, Sacramento, California 95814.

On June 2, 2016, I served the:

**Claimant Response to Request for Additional Information**

Incorrect Reduction Claim

*Animal Adoption*, 14-9811-I-03

Civil Code Sections 1834 and 1846; Food and Agriculture Code Sections 31108, 31752, 31752.5, 31753, 32001, and 32003;

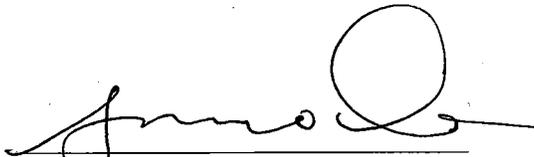
Statutes 1998, Chapter 752 and Statutes 2004, Chapter 313

Fiscal Years: 2001-2002, 2002-2003, 2006-2007, 2007-2008, and 2008-2009

South East Area Animal Control Authority, Claimant

By making it available on the Commission's website and providing notice of how to locate it to the email addresses provided on the attached mailing list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on June 2, 2016 at Sacramento, California.



Lorenzo Duran  
Commission on State Mandates  
980 Ninth Street, Suite 300  
Sacramento, CA 95814  
(916) 323-3562

# COMMISSION ON STATE MANDATES

## Mailing List

**Last Updated:** 3/24/16

**Claim Number:** 14-9811-I-03

**Matter:** Animal Adoption

**Claimant:** South East Area Animal Control Authority

### TO ALL PARTIES, INTERESTED PARTIES, AND INTERESTED PERSONS:

Each commission mailing list is continuously updated as requests are received to include or remove any party or person on the mailing list. A current mailing list is provided with commission correspondence, and a copy of the current mailing list is available upon request at any time. Except as provided otherwise by commission rule, when a party or interested party files any written material with the commission concerning a claim, it shall simultaneously serve a copy of the written material on the parties and interested parties to the claim identified on the mailing list provided by the commission. (Cal. Code Regs., tit. 2, § 1181.3.)

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