



CITY OF HUNTINGTON BEACH

2000 MAIN STREET, 4TH FLOOR

CALIFORNIA, 92648

TO: City Council
Robin Estanislau, City Clerk

FROM: Catherine Jun, Deputy City Manager

CC: Travis Hopkins, Assistant City Manager

DATE: September 5, 2023

SUBJECT: Supplemental Communication for Item 19 (File # 23-712) on the 9/5/23 City Council Meeting Agenda

This Supplemental Communication requests the following changes to the 9/5 City Council Agenda Item 19 (*Approve responses to the 2023-23 Orange County Grand Jury reports related to animal welfare, school safety, and group homes*).

- Amend the Subject line for clarity:

*Approve responses to the 2022-23 Orange County Grand Jury Reports related to ~~animal welfare~~, school safety and group homes; **approve submission of a City request for a 60-day extension to provide responses to an animal welfare Grand Jury report; approve a "no response" action to a California drought Grand Jury report.***

- Amend Recommended Action (A) for clarity:

*Approve the City's responses to findings and recommendations posed by the Orange County Grand Jury related to ~~animal welfare~~, school shootings, and group homes; **approve submission of the City's request for a 60-day extension (thru 10/28/23) to provide responses to findings and recommendations posed by the OC Grand Jury report related to animal welfare; and***

- Standardized all draft responses to Grand Jury reports using the same format, letterhead, and signatory (Mayor) for consistency. This standardization will be applied to all future Grand Jury responses.

Should you have any questions, please contact our office. Thank you.

SUPPLEMENTAL COMMUNICATION

Meeting Date: 9/5/2023

Agenda Item No.: 19(23-712)

TELEPHONE (714) 536-5553



CITY OF HUNTINGTON BEACH

2000 MAIN STREET, 4TH FLOOR

CALIFORNIA, 92648

August 24, 2023

Maria Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive, West
Santa Ana, CA 92701

RE: City of Huntington Beach Response to the 2022-2023 Orange County Grand Jury Report, "School Shootings: How Prepared are Orange County Public Schools?"

Honorable Presiding Judge Hernandez:

In accordance with Penal Code 933 and 933.05(a) and (b), the City of Huntington Beach submits the following response to the report, findings, and recommendations of the 2022-2023 Orange County Grand Jury Report titled, "School Shootings: How Prepared are Orange County Public Schools?"

FINDINGS

F1: Law enforcement, first responders, and other stakeholders have demonstrated a strong interest in working cooperatively with Orange County Public Schools to mitigate the risk of an active shooter incident; the establishment of MOUs between law enforcement and school districts would strengthen this cooperation.

Response: The City of Huntington Beach agrees with this finding.

F8: School Resource Officers (SROs) are a valuable asset for school safety, yet many cities/districts do not allocate sufficient funds to hire needed officers.

Response: The City of Huntington Beach agrees with this finding.

RECOMMENDATIONS

R1: Each Orange County school district should arrange for local law enforcement to do an annual safety inspection of each school. The written safety checklist should include an audit of the integrity of site boundaries and a review of safety plans and policies. This annual safety audit should commence with the 2023-24 school year by October 1, 2023, and annually thereafter.

Response: This recommendation has been implemented. Prior to the start of the 2022 / 2023 school year, Huntington Beach Police Department SROs completed school safety inspections of all 32 public school campuses. This included updating the police department's maps of each campus, and making them available in a digital format accessible to all officers.

R3: Each Orange County school district, in conjunction with law enforcement, should develop and implement tabletop exercises to be conducted in district schools by December 31, 2023, and annually thereafter.

Response: This recommendation requires further analysis and discussion with our public school districts and neighboring public safety agencies since four of the five public school districts operating in Huntington Beach have campuses outside of Huntington Beach city limits. These discussions will occur within the next six months.

R4: Each Orange County school district should work with local law enforcement to plan and conduct a district-wide active shooter drill by July 1, 2024, and at least every other year thereafter.

Response: This recommendation requires further analysis and discussion with our public school districts and neighboring public safety agencies, since four of the five public school districts operating in Huntington Beach have campuses outside of Huntington Beach city limits. These discussions will occur within the next six months.

R12: Each Orange County school district should assess the need for SROs or additional SROs, reaching out to appropriate community partners to facilitate funding by July 1, 2024.

Response: This recommendation requires further analysis.

The City supports the continual involvement of our public school districts to assess the need for additional SROs and facilitate funding of these positions.

Should you have any questions or need additional information, please contact City Manager Al Zelinka at 714-536-5202 or via email at al.zelinka@surfcity-hb.org.

Respectfully submitted,

Tony Strickland, Mayor

Cc: Al Zelinka, City Manager
Travis Hopkins, Assistant City Manager
Eric Parra, Police Chief
Michael Gates, City Attorney



CITY OF HUNTINGTON BEACH

2000 MAIN STREET, 4TH FLOOR

CALIFORNIA, 92648

September 5, 2023

Maria Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

RE: City of Huntington Beach Response to the 2022-2023 Orange County Grand Jury Report, "Welcome to the Neighborhood" Are Cities Responsibly Managing the Integration of Group Homes?"

Honorable Presiding Judge Hernandez:

In accordance with Penal Code 933 and 933.05(a) and (b), the City of Huntington Beach submits the following response to the report, findings, and recommendations of the 2022-2023 Orange County Grand Jury Report titled, "Welcome to the Neighborhood" Are Cities Responsibly Managing the Integration of Group Homes?"

FINDINGS

F1. Group homes too close to one another contribute to the problems associated with overconcentration.

Response: The City of Huntington Beach agrees with the above finding.

F2. Common nuisances are more likely and disruptive when sober living homes are concentrated in a small geographic area of a neighborhood.

Response: The City of Huntington Beach agrees with the above finding.

F3. Some cities have successfully addressed and informed community members about the challenges faced in regulating group homes.

Response: The City of Huntington Beach agrees with the above finding

F4. Community satisfaction was minimal when cities took the traditional public comment approach towards addressing community complaints.

Response: The City of Huntington Beach is not sure what this refers to, e.g., community complaints about the issue generally or specific homes, or the City's historical response to the issue (?).

F5. Cities are not utilizing police, fire, and code enforcement complaints as a means of locating and tracking Group Homes.

Response: The City of Huntington Beach may disagree partially with the above finding. Complaints about alleged illegal activity or residential nuisances received through police and code enforcement are used to locate and track alleged illegal activity or residential nuisances until the complaint is resolved.

F6. Cities are inhibited from enacting and enforcing ordinances due to fears over the potential cost of litigation.

Response: This may be true for other cities, the City of Huntington Beach is not certain. The City of Huntington Beach has enacted and does enforce its ordinances for the benefit of both the communities in which these homes are located, but also for the safety and protection of those residents in those homes.

F7. Several cities have created an ordinance that requires a ministerial permit or registration to operate a group home, however many of these cities do not enforce their ordinances.

Response: This may be true for other cities, the City of Huntington Beach is not certain. The City of Huntington Beach has enacted and does enforce its ordinances for the benefit of both the communities in which these homes are located, but also for the safety and protection of those residents in those homes.

F8. City and County officials are deterred from regulating group homes by California Housing and Community Development's housing element approval process.

Response: The City of Huntington Beach agrees with the above finding; although, the City's current regulatory scheme was not a barrier to the City obtaining approval of its proposed Housing Element.

F9. Cities have historically strategized and acted independently in addressing group home challenges and solutions.

Response: The City of Huntington Beach agrees with the above finding.

F10. Well-operated group homes can integrate smoothly into neighborhoods.

Response: The City of Huntington Beach agrees with the above finding.

F11. There is a lack of regulatory oversight for the health and safety of residents of unlicensed group homes.

Response: The City of Huntington Beach agrees with the above finding; which is why the City's current regulatory scheme is meritorious. The City's regulations aim to protect both the communities in which the homes are located and those residents in those homes.

RECOMMENDATIONS

RI. Orange County cities and the County of Orange should address citizen concerns regarding group homes by providing an opportunity for an open dialog where an interdisciplinary panel of subject matter experts can share with attendees the challenges cities are facing in the management of group homes. To be implemented by July 1, 2024. (F3, F4)

Response: This recommendation has not yet been implemented, but will be implemented by the City to the extent requested by the County of Orange and other Orange County cities by July 1, 2024.

R2. By December 31, 2024, Orange County cities and the County of Orange should collaborate in their efforts to create ordinances for the regulation of group homes, including the development of model ordinances. (F6, F7, F9)

Response: The City of Huntington Beach has already adopted a local ordinance.

R3. Orange County cities and the County of Orange should pool resources for defense of lawsuits challenging group home ordinances. To be implemented by July 1, 2024. (F6, F8, F9)

Response: The City of Huntington Beach's regulations are currently in compliance with State Law.

R4. The County of Orange and Orange County cities should create a Task Force that includes representatives from OC cities, unincorporated areas, and other entities as appropriate and charge it with the responsibility of developing a plan to generate awareness among State legislators and regulators of the need for improved regulations and management standards to ensure health and safety for Group Home residents. To be implemented by July 1, 2024.(F2, F10,F11)

Response: The City is willing to participate in a countywide task force to the extent requested by the County of Orange and other Orange County cities by July 1, 2024.

R5. Orange County cities and the County of Orange should modify code enforcement report data collection forms to include a searchable field that enables the identification of a residence operating as a group home. To be implemented by July 1, 2024. (F5, F7, F11)

Response: The City is willing to consider this to the extent requested by the County of Orange and other Orange County cities by July 1, 2024.

Should you have any questions or need additional information, please contact City Manager Al Zelinka at 714-536-5202 or via email at al.zelinka@surfcity-hb.org.

Respectfully submitted,

Tony Strickland, Mayor

Cc: Al Zelinka, City Manager
Travis Hopkins, Assistant City Manager
Jennifer Villasenor, Acting Director of Community Development
Michael Gates, City Attorney



CITY OF HUNTINGTON BEACH

2000 MAIN STREET, 4TH FLOOR

CALIFORNIA, 92648

August 29, 2023

Maria Hernandez
Presiding Judge of the Superior Court
700 Civic Center Drive, West
Santa Ana, CA 92701

RE: City of Huntington Beach Response to the 2022-2023 Orange County Grand Jury Report, "Gimme Shelter and a Pound of Advice, 'The State of Animal Welfare Overseen by the County of Orange.'"

Honorable Presiding Judge Hernandez:

In accordance with Penal Code 533.05(b)(3), the City of Huntington Beach requires an extension of time totaling 60 days from the date of this letter to respond to the Orange County Grand Jury Report titled, "Gimme Shelter and a Pound of Advice, 'The State of Animal Welfare Overseen by the County of Orange.'" The City provides the following explanation and timeframe of the analysis requiring the extension in time.

FINDINGS:

F4: Based upon industry standards and best practices, Orange County Animal Care kennel attendants are understaffed to meet the needs of animals under care.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments.

F6: The Orange County Animal Care Volunteer program was stopped during COVID-19 and restarting the program has been slow, resulting in decreased animal socialization and enrichment.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments.

F7: Orange County Animal Care's Behavior Evaluation Committee evaluates dogs for euthanasia without written guidelines, policies, or procedures, resulting in inconsistent outcomes over time. Behavior evaluated euthanasia outcomes are dependent on the experience and personal considerations of the individual committee members and management rather than written objective standards.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F8: The rate of behavioral euthanasia of dogs has increased significantly over the last 2 years.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F9: Orange County Animal Care does not employ a professional or trained and certified animal behaviorist to oversee the shelter's dog enrichment program, resulting in dogs with declining behavior being placed at greater risk of being euthanized.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F10: While many county and city animal shelters throughout the state have active Trap, Neuter, and Return programs, Orange County Animal Care stopped its Trap, Neuter, and Return program, reportedly on the basis of the County Counsel's legal opinion that the program violates a California statute related to willful animal abandonment.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F11: The termination of the Trap, Neuter, and Return program is correlated with an increase in adult cat euthanasia rate at the shelter.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F12: There have been public concerns and requests expressed over the years for public programs to include a spay/neuter program by Orange County Animal Care.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F13: The current adoption appointment system restricts public access to the dog kennels, thereby limiting potential adopters' access to all available animals.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F15: Internal and community engagement does not adequately communicate the shelter's mission and operating strategy.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

F16: The information currently on the Orange County Animal Care website for low-cost spay/neuter is not up to date with regard to referrals and prices for spay/neuter procedures.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

RECOMMENDATIONS:

R6: By June 30, 2024, the Board of Supervisors should evaluate the strategic option of creating a Joint Powers Authority for the County and fourteen contract Cities to take ownership and shared responsibility for the financial and operating policies and practices of OCAC.

Response: The City of Huntington Beach requires further time for a complete analysis of this finding with all applicable City departments. The City will complete its analysis and provide a response within 60 days.

Should you have any questions or need additional information, please contact City Manager Al Zelinka at 714-536-5202 or via email at al.zelinka@surfcity-hb.org.

Respectfully submitted,

Tony Strickland, Mayor

Cc: Al Zelinka, City Manager
Travis Hopkins, Assistant City Manager
Eric Parra, Police Chief
Michael Gates, City Attorney

Attachments:

- 1) OC Grand Jury Animal Shelter Contact City Survey
- 2) Agreement for provision of OC Animal Care services between County and Huntington Beach

2014

California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand jury has **bolded** those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.
- 933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been **implemented**, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

Appendix 3:

Orange County Grand Jury Animal Shelter Contact City Survey

1. How long has your city been serviced by the Orange County Animal Shelter?

The City of Huntington Beach has been in contract with the Orange County Animal Shelter since 1995. Please see attached service contract.

a. What factors motivated the city to contract with the Orange County Animal Shelter?

OCAC provides a wide variety of services needed for the citizens of Huntington Beach. Please see service contract attached outlining these services.

2. What services have you contracted for the Orange County Animal Shelter? (i.e., Shelter, Animal Control, Licensing, other)

We contract for Animal Control, Licensing, Shelter, Impound, and Barking Dog Complaints. Please see attached service contract outlining these services.

3. What animal control and care services does the city continue to reserve for itself or contract out to other agencies or vendors not with the Orange County Animal Shelter? (i.e., Control, Licensing, other)

Coyote Management Services.

4. How often is the city contract with the Orange County Animal Shelter reviewed and renewed?

The current contract term is 10-years and expires in May 2026. The contract is reviewed annually.

5. Describe any regularly scheduled processes the city has in place to review the quality of service provided by the Orange County Animal Shelter.

There are occasional site visits, but none of which are regularly scheduled. The City relies on periodic reports provided by the agency.

a. Describe the measure or metrics the city uses when evaluating the Animal Shelter. Please provide a copy of the last review of the Animal Shelter conducted by the city.

Reviews specific to the Animal Shelter have not been conducted.

b. Describe any reviews of the Orange County Animal Shelter and the services it provides as part of the Shelter contract review and renewal.

Reviews specific to the Animal Shelter have not been conducted.

c. Who conducts Animal Shelter reviews for the city?

Although the Huntington Beach Police Department would be the designated reviewer, no reviews specific to the Animal Shelter have been conducted.

d. Are Animal Shelter reviews presented to the City Council for their consideration?

Reviews specific to the Animal Shelter have not been conducted.

6. Does your City have an appointed member of city staff to serve as liaison between the City and OCAC management?

A Captain of the Huntington Beach Police Department serves as the liaison between the City and OCAC.

a. How frequently does your city meet with OCAC management?

OCAC hosts monthly meetings, or as needed.

7. As it relates to the sheltering and adoption services provided by the OCAC (if any) describe your level of satisfaction or any concerns with the service and support.

The City of Huntington Beach has no sheltering concerns and does not have experience with the adoption services provided by OCAC.

8. As it relates to Animal Control services being provided (if any) describe your level of satisfaction or any concerns with the service and support.

The City of Huntington Beach is generally satisfied with the contracted services provided by OCAC.

9. As it relates to Licensing fees and processing (if any) describe your level of satisfaction or any concerns with the service and support.

The City of Huntington Beach is generally satisfied with the licensing fees and processing services provided by OCAC.

10. How reasonable are the County fees for providing this service?

The fees for services seem to be in line with industry standards.

11. Have members of your community voiced any concern with OCAC Shelter policies or practices?

The City has received emails and electronic messages regarding concerns with OCAC.

a. Please provide the Grand Jury with any of the city's complaint logs or records pertaining to the Orange County Animal Shelter.

The Huntington Beach Police Department met with OCAC regarding this correspondence. Please see the attached PowerPoint presentation provided during that meeting.

12. Are there any improvements in the service OCAC provides or in the City's relationship with the Shelter you would like to see?

The City of Huntington Beach is generally satisfied with the service and communication provided by OCAC.

THIS AGREEMENT entered into this 31ST day of May 2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and the CITY OF HUNTINGTON BEACH (CITY). This Agreement shall be administered by County of Orange OC Community Resources (ADMINISTRATOR).

WHEREAS, CITY wishes to contract with COUNTY for the provision of the OC Animal Care Services described herein; and

WHEREAS, COUNTY is willing and able to provide such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

[illegible]

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REFERENCED CONTRACT PROVISIONS

Term: MAY 31, 2016 through MAY 30, 2026

Notices to COUNTY and CITY:

COUNTY: County of Orange
OC Community Resources
Director's Office
1770 North Broadway
Santa Ana, CA 92706-2642

and

County of Orange
OC Community Resources
OC Animal Care Director
561 The City Drive South
Orange, CA 92868

CITY: City Manager
City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

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covering its operations, placed with reputable insurance companies. Upon request by CITY, COUNTY shall provide evidence of such insurance.

III. NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified on Page 3 of this Agreement or otherwise directed by ADMINISTRATOR or CITY;

2. When FAXed, transmission confirmed;

3. When sent by electronic mail; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR or CITY and shall be effective when FAXed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

C. Each party shall notify the other party, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose either party to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CITY.

D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

IV. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

V. STATUS OF THE PARTIES

Each party is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Each party is entirely responsible for compensating staff and consultants employed by that party. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CITY or any of either party's employees, agents, consultants, or subcontractors. Each party assumes exclusively the responsibility for the acts of its

VIII. THIRD PARTY BENEFICIARY

Except to the extent provided for in Section VII above with respect to other contracting cities, neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder.

IX. WAIVER OF DEFAULT OR BREACH

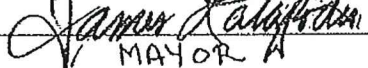
Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or any breach shall not be considered a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

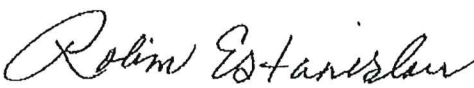
CITY OF HUNTINGTON BEACH

BY:  _____

DATED: 5-25-16

BY:  _____
MAYOR

ATTEST:

BY:  _____
CITY CLERK

DATED: 6-8-2016

APPROVED AS TO FORM:

BY:  _____
CITY ATTORNEY pro Strelko

DATED: 5/23/16

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF HUNTINGTON BEACH
MAY 31, 2016 THROUGH MAY 30, 2026

I. DEFINITIONS

- A. "Actual Cost" means all COUNTY expenditures, including indirect charges, for providing Animal Care Services to CITY pursuant to this Agreement.
- B. "Animal Care Notice of Intent" means the document, signed by authorized representatives of COUNTY and CITY, which specifies all Animal Care Services COUNTY intends to provide to CITY, the estimated cost of the services, and the effective date.
- C. "Animal Care Service(s)" means one or more service to be provided by COUNTY to CITY, as specified, by category, in Paragraph II.B. of Exhibit A to this Agreement.
- D. "Fee Revenue" means revenue collected by COUNTY for Animal Care Services provided by COUNTY to CITY pursuant to this Agreement.
- E. "Fiscal Year" means a twelve (12)-month period from July through June.
- F. "Net Cost" means Actual Cost minus Fee Revenue.
- G. "Service Details" mean the activities performed by COUNTY within an Animal Care Service category.

II. SERVICES TO BE PROVIDED BY COUNTY

A. ANIMAL CARE NOTICE OF INTENT

1. Annually, by March 1, CITY shall identify which of the Animal Care Services, specified below in subparagraph II.B. of Exhibit A to this Agreement, CITY would like COUNTY to provide during the next Fiscal Year. CITY and COUNTY may agree to individualized levels of Service Details within the Animal Care Services selected. Requests for individualized levels of Service Details will only be considered by COUNTY if the resulting service level will not conflict with state or federal statutes and will not endanger public health.

2. Annually, by April 1, COUNTY shall prepare and send to CITY an Animal Care Notice of Intent which shall include, but not be limited to, a list of Animal Care Services, and individualized Service Details, if any, COUNTY agrees to provide, estimated costs for said services, and the start date for those services. COUNTY shall provide the Animal Care Services specified in the Animal Care Notice of Intent signed by both ADMINISTRATOR or designee, and an authorized representative of CITY.

animals at COUNTY's Animal Care Shelter (Shelter), public display of animals to allow owner identification; contact of owners when animals are wearing identification; sale or release of impounded animals to residents; animal evaluation for adoption; reasonable effort toward animal placement; public education; volunteer services; rescue group coordination; euthanasia and disposal of animals that are neither redeemed nor adopted; veterinary services and spay/neuter surgeries consistent with standards established by the California Veterinary Medical Board; and necropsies on animals that die under suspicious circumstances or at the request of law enforcement.

b. CITY may request additional retention days for healthy, non-aggressive impounded animals. Additional retention days will be offered to CITY upon written approval by COUNTY's OC Community Resources Director, or designee, on a space available basis only.

c. COUNTY agrees to maintain its Shelter in a humane manner, consistent with applicable laws, keep said premises in a clean condition at all times, and use humane methods of care consistent with applicable laws.

d. No animals may be donated, sold or otherwise released for the purposes of experimentation, research or vivisection.

4. BARKING DOG COMPLAINT SERVICES – Barking Dog Compliant Services include, but are not limited to, receipt of barking dog complaints from residents, customer assistance regarding barking dog complaints, issuance of citations, and administrative hearings in response to complaints received by COUNTY for barking dogs within jurisdiction of CITY.

5. STANDARD LICENSING SERVICES – Standard Licensing Services include, but are not limited to, animal license issuance and renewal, fee collection and payment services; customer support regarding animal licensing; animal license billing; and delinquent animal license follow-up.

6. CITY LICENSE SERVICES

a. City License Services include, but are not limited to, issuance of CITY animal licenses at the time of adoption or redemption by owners. CITY shall provide CITY licensing tags to COUNTY. COUNTY shall provide quarterly licensing reports to CITY.

b. CITY shall make its best effort to provide updated animal licensing information to COUNTY.

7. ANIMAL IMPOUND SERVICES – Animal Impound Services include, but are not limited to, data entry of impound information for each live or deceased animal from CITY, impound animal photography for each live animal, owner notification of impounded animal, and posting of animal photographs on COUNTY website. COUNTY shall receive CITY animals at Shelter at times arranged by COUNTY.

C. COUNTY shall notify CITY of COUNTY's hours of operation for Animal Care Services. COUNTY may adjust hours of operation for Animal Care Services upon ninety (90) calendar days prior notification given to CITY.

D. Animals which are being retained for criminal prosecutions, except for violations of animal

2. If payment is not received by COUNTY by the payment due date specified above in subparagraph III.B. of Exhibit A to this Agreement, COUNTY may cease providing any further service under this Agreement and may satisfy the indebtedness in any manner prescribed by law.

3. COUNTY may modify the payment schedule upon six (6) months written notification to CITY.

IV. CITY MANAGERS ASSOCIATION ANIMAL CARE COMMITTEE

A subcommittee of the Orange County City Managers Association representing all cities participating in OCAC services exists to facilitate communication between OCAC and the city managers and staff of participating cities regarding financial and operational matters of OCAC, including, but not limited to: the assessment of cost options for animal care services provided under the Services Agreements; supplemental services or financial requests which result in a change to a participating city's Actual Cost; consideration of new or adjusted fees; and other Service Details which may arise during the course of the Agreement. COUNTY shall provide regular updates on operations to the City Managers Association Animal Care Committee and to a participating city upon request.

V. LAWS AND REGULATIONS

A. COUNTY shall comply with all applicable governmental laws, regulations, and requirements related to Animal Care Services, as they exist now or may be hereafter amended or changed and shall enforce federal and state statutes deemed applicable to CITY by COUNTY. Animal Care Services provided by COUNTY to CITY may be changed to comply with said laws, regulations, and requirements. ADMINISTRATOR will make its best efforts to notify CITY of changes that may impact Animal Care Services provided through this Agreement.

B. For each Animal Care Service that COUNTY agrees to provide to CITY in an Animal Care Notice of Intent, CITY shall enact and maintain in full force and effect ordinances identical to COUNTY ordinances which apply to said service, including but not limited to, those related to fees. ADMINISTRATOR shall notify CITY of the deadline for adopting said ordinances. If COUNTY is unable to enforce an animal care ordinance because of the limitations of a CITY ordinance or failure of CITY to adopt identical ordinances related to an Animal Care Service, COUNTY may suspend provision of one or all Animal Care Services to CITY or may terminate this Agreement. It is solely the responsibility of CITY to immediately notify COUNTY of any discrepancy between relevant ordinances maintained by CITY and those maintained by COUNTY.

D. If CITY wishes to maintain any relevant ordinance that is not consistent, on any point, with COUNTY ordinances, CITY shall immediately notify COUNTY of the discrepant ordinance. At the sole discretion of COUNTY, COUNTY may waive CITY enactment and maintenance of COUNTY animal care ordinances and may agree to enforce, and issue citations for violations pursuant to, the discrepant CITY ordinance. CITY acknowledges that individualized enforcement of unique CITY ordinances may result in increased costs to CITY.

VII. RECORDS

A. All records created or received by COUNTY in accordance with the performance of COUNTY services pursuant to this Agreement are confidential. COUNTY agrees to keep said records in such form and manner as the Auditor-Controller of COUNTY shall specify. Said records shall be open for examination by CITY at all reasonable times.

B. Once each Fiscal Year, COUNTY shall deliver to CITY only the addresses of each CITY licensed animal upon demand without additional expense or cost to CITY. Any such information requested which is confidential pursuant to the terms of the Public Records Act shall be released to CITY pursuant to government code. Prior to each disclosure, CITY agrees to complete and return to COUNTY a "Confidentiality Agreement" on a form approved or provided by COUNTY. The parties agree and understand that this procedure is required by the Public Records Act and necessitated to permit CITY to obtain the information required for its use, and to allow COUNTY to disclose said information. Upon receipt by COUNTY, the records requested may be released to the extent COUNTY is in possession of such records, and permitted by state law to disclose them voluntarily.

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ORANGE COUNTY
OC Community Resources
Our Community. Our Commitment.

STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

RENEE RAMIREZ
INTERIM DIRECTOR
OC COMMUNITY SERVICES

JULIA BIDWELL
INTERIM DIRECTOR
HOUSING & COMMUNITY
DEVELOPMENT & HOMELESS
PREVENTION

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

August 17, 2016

City of Huntington Beach
Attn: Robin Estanislau
2000 Main Street
Huntington Beach, CA 92648

Dear Ms. Estanislau,

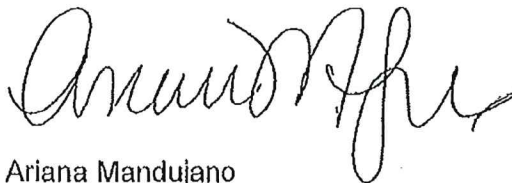
Re: New Shelter Participation and Services Agreements

Enclosed is the fully executed original Orange County Animal Care Services Agreement and the Shelter Participation Agreement between the City of Huntington Beach and OC Animal Care.

If you have any questions, please contact me at 714.796.6415 or via e-mail at Ariana.Mandujano@occr.ocgov.com.

Thank you for your assistance in this matter.

Regards,



Ariana Mandujano
Staff Specialist



561 THE CITY DRIVE SOUTH
ORANGE, CA 92868
PHONE: 714.935.6848
FAX: 714.935.6373



EXHIBIT B
TO AGREEMENT FOR PROVISION OF
OC ANIMAL CARE SERVICES
WITH
CITY OF HUNTINGTON BEACH
MAY 31, 2016 THROUGH MAY 30, 2026

ANIMAL CARE NOTICE OF INTENT

This Animal Care Notice of Intent specifies Animal Care Services to be provided to CITY by COUNTY for the Period: JULY 1, 2023, through JUNE 30, 2024. COUNTY agrees to provide to the City of HUNTINGTON BEACH the following Animal Care Services beginning JULY 1, 2023:

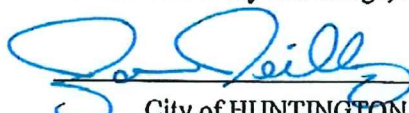
Animal Control Services
Animal Care Special Services
Animal Care Shelter Services
Barking Dog Complaint Services

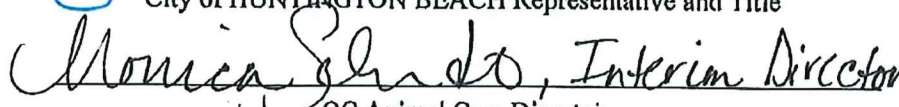
The total estimated cost for Animal Care Services specified above is \$1,635,330.

- ☒ This is a new Animal Care Notice of Intent for the Period indicated above.
☐ This is an Amendment to an existing Animal Care Notice of Intent for the Period indicated above.

Significant Changes Since the Previous Animal Care Notice of Intent:

To the best of my knowledge, this notice specifies the Animal Care Services to be provided by COUNTY.

 RYAN REILLY
ADMINISTRATIVE OPS. CAPT. 4/25/23
City of HUNTINGTON BEACH Representative and Title Date

 Monica Schmitt, Interim Director
OC Animal Care Director 6/7/23
Date

APPROVED AS TO FORM
By: 
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH