



OFFICE OF THE CITY ATTORNEY
Long Beach, California

ROBERT E. SHANNON
City Attorney

HEATHER A. MAHOOD
Chief Assistant City Attorney

MICHAEL J. MAIS
Assistant City Attorney

June 26, 2008

Ms. Bradley J. Jensen

Cypress, CA 90630

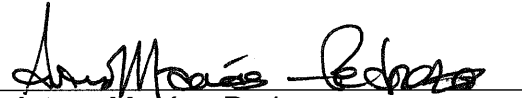
RE: **Public Records Act Request Dated 6/12/08**
Our File No.: A08-01754

Dear Ms. Jensen:

Enclosed please find documents responsive to the above referenced Public Records Act Request.

Very truly yours,
ROBERT E. SHANNON, City Attorney

By:


Arturo Macías-Pedroza,
Records Coordinator

PRINCIPAL DEPUTIES

Barbara D. de Jong
Dominic Holzhaus
Belinda R. Mayes
J. Charles Parkin

DEPUTIES

C. Geoffrey Allred
Gary J. Anderson
Richard F. Anthony
Amy R. Burton
Christina L. Checel
Randall C. Fudge
Charles M. Gale
Anne C. Lattime
Monte H. Machit
Barbara J. McTigue
Barry M. Meyers
Cristyl Meyers
Howard D. Russell
Tiffani L. Shin
Linda Trang



City of Long Beach
Public Records Request Form
Office of the City Attorney

Please tell us about your request and where we should send your documents.			
Your name: Bradley J. Jensen			
Telephone: 714		Alternate telephone: FAX: 714-236-0476	
Your Company:			
Your Mailing Address:		Street	Cypress CA 90630
Email: sheltertrak@gmail.com			
Requested Documents:			
Ref: PRA-047 Long Beach			
Copies of any and all agreements (e.g. contract agreements, land lease agreements, etc..) between the City of Long Beach and the spcaLA with respect to the P.D. Pitchford Companion Animal Village & Education Center, the spcaLA Pet Hotel & Grooming Salon and the spcaLA Marketplace located at 7700 East Spring Street in Long Beach, CA 90815.			
Please send to the Fax number entered as "Alternate Phone" or via US Mail.			
Thank you, Bradley J. Jensen			
You may return your request by: USPS, Arturo Macias-Pedroza, Records Coordinator, City of Long Beach, City Attorney Office, 333 West Ocean Blvd., Long Beach, CA 90802. FAX, 562-570-2232. Email. Address your email with the scanned attached form to: Arturo_Macias-Pedroza@longbeach.gov. In person. Bring your completed form to the City Clerk in the lobby of City Hall			
Please leave the following items blank. We use this information to keep track of your request.			
Date we received the request: 6/12/08			
Our file number: A08-01754			
Number of pages to be sent::			
Date the documents were sent:			
The documents were sent by: <input type="checkbox"/> USPS <input type="checkbox"/> email <input type="checkbox"/> FAX <input type="checkbox"/> Courier <input type="checkbox"/> Pickup			
Notes: TO: DTH 8-2212			



CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

2525 GRAND AVENUE • LONG BEACH, CALIFORNIA 90815 • (562) 570-4000

RECEIVED
CITY CLERK
LONG BEACH, CALIF.

98 APR -1 PM 3:49

April 7, 1998

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

SUBJECT: Agreements with the Society for the Prevention of Cruelty to Animals, Los Angeles (SPCA-LA) for a New Animal Shelter and Education Facility (District 5)

Cost : \$1,500,000 (Land Sale Proceeds/Fleet Services Fund)

It is recommended that the City Council request the City Attorney to prepare and authorize the City Manager to execute all necessary documents with the SPCA-LA for a new animal shelter and education facility at 7700 East Spring Street. The documents will include a lease of approximately 6.5 acres of City-owned land at the Spring Street address to SPCA-LA for development of the project, a leaseback of a portion of the newly completed facility for use by the City's Animal Control Bureau, and a document on joint financing of the facility. The documents will include a City commitment of \$1,500,000 in cash and a similar SPCA-LA commitment for cash and/or in-kind goods or services.

BACKGROUND

The Long Beach Animal Control Shelter, located at 3001 Willow Street, is outmoded, undersized and desperately in need of replacement. After nearly ten years of unsuccessful attempts to identify an acceptable site and adequate funding, a set of circumstances developed which facilitated the structuring of a viable proposal. Presently, the Department has formed a public/private partnership with the SPCA-LA, one of the oldest humane society organizations in California. The partnership will allow for the construction and operation of an animal shelter and educational facility for the benefit of the City of Long Beach and its residents and animals.

The partnership will be structured around lease/leaseback documents. The City of Long Beach will lease 6.5 acres of available property at the old City Tree Farm, south of El Dorado Park, to the SPCA-LA to serve as the site for the new facility. The relocation of the Animal Control Bureau will allow potential future expansion of adjacent Public Works Department facilities located at the Willow Street site. In recognition of the long-term benefit to the City of such expansion, \$500,000 from the Fleet Services Fund has been identified for commitment to support the development of the new facility. The City also proposes to contribute the \$1,000,000 proceeds from the sale of property to the Water Reclamation District, for a total of \$1,500,000 to the project. The SPCA-LA will manage the design and construction phases of the project and provide a matching \$1,500,000 (cash

HONORABLE MAYOR AND CITY COUNCIL

April 7, 1998

Page 2

or in-kind goods and/or services). Once completed, a portion of the new facility would be leased back to the City for use as an Animal Control Shelter. Both the SPCA-LA and Bureau of Animal Control will provide animal control services and animal welfare and education services to the community as a public/private partnership. The City will be receiving the benefit of the educational services and support to the Bureau of Animal Control from the SPCA-LA at no additional cost to the City.

On January 20, 1998, City Council upheld the actions of the Planning Commission, which approved a General Plan Amendment and a Conditional Use Permit for the roughly 21,000 square-foot Animal Control Facility. The Planning Commission also certified the required Environmental Impact Report for the project.

The framework for this unique public/private project has been jointly coordinated, and the project is ready for consideration by both the City Council and the Executive Board of SPCA-LA.

This letter was reviewed by Deputy City Attorney, Donna Gwin, on March 26, 1998 and by Budget Bureau Manager, Deborah Chankin, on March 31, 1998.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Request the City Attorney to prepare and authorize the City Manager to execute all necessary documents with the SPCA-LA for a new animal shelter and education facility at 7700 East Spring Street. The documents will include a lease of approximately 6.5 acres of City-owned land at the Spring Street address to SPCA-LA for development of the project, a leaseback of a portion of the newly completed facility for use by the City's Animal Control Bureau, and a document on joint financing of the facility. The documents will include a City commitment of \$1,500,000 in cash and a similar SPCA-LA commitment for cash and/or in-kind goods or services.

Respectfully submitted,

APPROVED:



DIANA M. BONTA, R.N., Dr.P.H.
DIRECTOR



JAMES C. HANKLA
CITY MANAGER

shelter.ccl
DMB:RH:MSJ:gm

CITY ATTORNEY'S OFFICE
HAND-DELIVERED

2008 JUN 20 AM 11:26

AGREEMENT

25914

THIS AGREEMENT is entered, in duplicate, as of August 1, 1998, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 7, 1998, by and between the LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation, with a place of business at 5026 West Jefferson Boulevard, Los Angeles, California 90016 ("SPCALA"), and the CITY OF LONG BEACH, a municipal corporation ("City").

RECITALS

WHEREAS, the City periodically supports public service organizations through a variety of programs, grants, and other means when this is a public purpose and benefit, such as the City's support of the Public Corporation for the Arts; and

WHEREAS, SPCALA has indicated a desire to construct a new Facility which will serve as its administrative offices and provide for the care and treatment of animals as is more fully set forth in the Lease. The construction of the new Facility will be referred to herein as the "Project". SPCALA also desires to have a more prominent presence in the City of Long Beach and the City desires to encourage those goals by supporting the SPCALA; and

WHEREAS, the City's support hereunder is conditioned on execution of a Lease and Lease-Back of certain property on which SPCALA will construct a Facility for, among other things, the shelter, adoption and care of animals and the education of the community relating to the care of such animals; and

WHEREAS, this Agreement, the Lease and the Lease-Back are mutually interdependent;

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Lease-Back and Lease.
2. This Agreement shall take effect and begin on August 1, 1998, and shall end on December 31, 1999, unless sooner terminated as provided herein. Because this Agreement is mutually interdependent with the Lease and Lease-Back between the parties, if either the Lease or the Lease-Back is terminated, then this Agreement shall also terminate automatically and without notice.
3. Upon executing this Agreement, the Lease and Lease-Back, the City shall deliver to Deposit Institution the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) which SPCALA agrees to use from time to time during the term of this Agreement for payments of costs and expenses incurred by or on behalf of SPCALA in connection with the development of the Property (the "Cash Deposit"). The Cash Deposit

shall be placed into an interest bearing checking account (the "Cost Account") at a federally insured institution designated by SPCALA. SPCALA shall be entitled to all interest earned on the Cash Deposit, which earned interest shall only be used for the Project. The funds deposited into the Cost Account shall not be commingled with any other funds whatsoever.

4. SPCALA shall also contribute to the Project a sum in cash or cash equivalency of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The parties hereto shall develop a mutually agreeable budget detailing the construction costs for the Facility. In the event the parties fail to reach agreement on a construction budget, after good faith negotiations, then either party (City or SPCALA) may terminate the Agreement, Lease and Lease-Back without penalty and the parties shall have no further duties and responsibilities to the other. The SPCALA shall pay all construction costs in excess of Three Million Dollars (\$3,000,000.00), provided that the debt service on those costs will be paid in accordance with the terms and provisions of the Lease Back.

5. Funds shall be released from the Cost Account as follows:

(a) From time to time and at any time during the term of the Agreement, SPCALA may prepare one or more checks drawn upon the Cost Account, for any entity, including, but not limited to, any public utility or agency, engineering, geological, soils or other consultant, architect, project manager, contractor or other construction related company engaged by SPCALA for purposes related to the Project. The Cash Deposit shall not be used for any expenses other than (i) those payable to parties engaged by SPCALA for purposes related to the development of the Property, including SPCALA's investigation and

analysis of the Property pursuant to this Agreement but not including any salary or administrative costs of SPCALA or (ii) permit, application, filing and other fees and charges payable to governmental or quasi-governmental agencies or entities or public utilities in connection with or in anticipation of the Project. No part of the Cash Deposit shall be used to pay overhead, supervision, administrative or other such costs of SPCALA. Each payment instruction from SPCALA shall be accompanied by a copy of such payee(s)'s invoice or statement for the work performed on behalf of SPCALA and/or related costs and expenses or, in the case of application, permit and other fees payable to any governmental or quasi-governmental agency or entity or public utility, by a brief description of the nature of such fees and costs. SPCALA shall deliver copies of the instruction and related invoice, statement and/or description to City. Checks shall be drawn in accordance with the terms of the payment instructions and City approval shall not be required.

(b) SPCA is only authorized to request up to a total of \$300,000.00 from the Cost Account for design and related preconstruction costs before such time as the Project is submitted to plan check. When the Project is submitted to plan check, the remainder of the funds shall be available for use by the SPCALA in accordance with the procedures set forth in paragraph 5(a) above. In the event the design costs are less than \$300,000.00, all of the remaining funds in the Cost Account shall be available for withdrawal by the SPCALA for the Project.

6. Within fifteen (15) days following the end of each calendar quarter,

during the term of this Agreement, SPCALA shall submit a report of its progress on construction, which shall include copies of change orders and copies of records of in-kind donations designated for the Project.

7. SPCALA shall not use any funds provided by the City under this Agreement for any expense (including administration and overhead) in support of any political activity, political campaign, political candidate, or political purpose.

8. This Agreement is mutually interdependent with the Lease and Lease-Back. If either the Lease or Lease-Back is terminated then this Agreement shall automatically terminate, without notice. In the event of termination of this Agreement, the Lease or Lease-Back, the City's Cash Deposit (less any payments already made from the Cost Account) shall be immediately returned to the City.

9. The City shall not have any control over the conduct of the staff of SPCALA nor any of SPCALA's employees, and the SPCALA shall not have any control over the conduct of the staff and employees of the City. SPCALA warrants that it will not imply or represent that SPCALA or any of SPCALA's volunteers, subscribers, donors, members, officers, or employees are agents, volunteers, or employees of the City. The City warrants that it will not imply or represent that the City, its officials or employees are agents or employees of SPCALA.

10. This Agreement contemplates that the construction of a new Facility presents special opportunities to both parties herein and is a special inducement to them for

entering into this Agreement. As a result, neither party shall assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Assignment of this Agreement by either party or by a trustee in bankruptcy shall be a material, non-curable breach of this Agreement entitling the non-breaching party to terminate this Agreement immediately. However, the SPCALA may assign this Agreement in event it is acquired by or merges into a similar non-profit corporation.

11. SPCALA shall defend, indemnify and hold harmless the City, its officials, employees, and agents (collectively in this Section) from and against any cause of action, claim, demand, damage, loss, liability, cost, or expense, including reasonable attorneys fees. (collectively in this Section "claim") arising from any alleged negligent act or omission or willful misconduct by SPCALA, its officers, employees or agents which are connected in any way with its obligations and performance under this Agreement. SPCALA shall give notice to the City of any claim within ten (10) calendar days after its knowledge of same.

12. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to SPCALA at the address first shown above. Change of address shall be given in the

IN WITNESS WHEREOF, the parties have caused this document to be executed with
all of the formalities required by law as of the date first stated above.

LOS ANGELES SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS,
a California non-profit corporation

10/1/98, 1998

By [Signature]
President

10/2/98, 1998

By Gladys MacNair
Secretary

CITY OF LONG BEACH, a municipal
corporation

Sept 28, 1998

By [Signature] ASSISTANT CITY MANAGER
EXECUTED PURSUANT City Manager
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form 9/28, 1998.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

LEASE
25915

THIS LEASE is made and entered, in duplicate, as of the 1st day of August, 1998 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 7, 1998, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and the LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation, whose address is 5026 West Jefferson Boulevard, Los Angeles, California 90016 ("SPCALA").

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Long Beach, County of Los Angeles, State of California, which City desires to lease to SPCALA on the terms, covenants, and conditions stated in this Lease; and

WHEREAS, SPCALA shall construct improvements on the real property described in this Lease and, after such construction, shall lease-back a portion of the Property to the City of Long Beach pursuant to a written Lease-Back to be entered into concurrently with the Lease; and

WHEREAS, the parties intend and agree that this Lease and the Lease-Back shall be mutually interdependent: