

1 shown in Exhibit "A".

2 B. Contractor shall submit an invoice to PRM within thirty (30)
3 days of each Clinic. PRM will reimburse Contractor a maximum of Twenty-Five
4 Dollars (\$25) per spay/neuter surgery only, as long as there is sufficient balance in
5 the PRM Animal Care Services Bureau ("ACS") Trust Fund. PRM will not reimburse
6 Contractor for pet exams, vaccinations, microchipping, nail-clipping, or any other
7 type of treatment or service.

8 C. City shall pay Contractor in due course of payments following
9 receipt from Contractor and approval by City of invoices showing the services or
10 task performed, the time expended (if billing is hourly), and the name of the Project.
11 Contractor shall certify on the invoices that Contractor has performed the services
12 in full conformance with this Agreement and is entitled to receive payment. Each
13 invoice shall be accompanied by a progress report indicating the progress to date
14 of services performed and covered by the invoice, including a brief statement of any
15 Project problems and potential causes of delay in performance, and listing those
16 services that are projected for performance by Contractor during the next invoice
17 cycle. Where billing is done and payment is made on an hourly basis, the parties
18 acknowledge that this arrangement is either customary practice for Contractor's
19 profession, industry or business, or is necessary to satisfy audit and legal
20 requirements which may arise due to the fact that City is a municipality.

21 D. Contractor represents that Contractor has obtained all
22 necessary information on conditions and circumstances that may affect its
23 performance and has conducted site visits, if necessary.

24 E. By executing this Agreement, Contractor warrants that
25 Contractor (a) has thoroughly investigated and considered the scope of services to
26 be performed, (b) has carefully considered how the services should be performed,
27 and (c) fully understands the facilities, difficulties and restrictions attending
28 performance of the services under this Agreement. If the services involve work upon

1 any site, Contractor warrants that Contractor has or will investigate the site and is
2 or will be fully acquainted with the conditions there existing, prior to commencement
3 of services set forth in this Agreement. Should Contractor discover any latent or
4 unknown conditions that will materially affect the performance of the services set
5 forth in this Agreement, Contractor must immediately inform the City of that fact and
6 may not proceed except at Contractor's risk until written instructions are received
7 from the City.

8 F. Contractor must adopt reasonable methods during the life of
9 the Agreement to furnish continuous protection to the work, and the equipment,
10 materials, papers, documents, plans, studies and other components to prevent
11 losses or damages, and will be responsible for all damages, to persons or property,
12 until acceptance of the work by the City, except those losses or damages as may
13 be caused by the City's own negligence.

14 G. CAUTION: Contractor shall not begin work until this
15 Agreement has been signed by both parties and until Contractor's evidence of
16 insurance has been delivered to and approved by City.

17 2. TERM. The term of this Agreement shall commence at midnight on
18 May 1, 2020, and shall terminate at 11:59 p.m. on April 30, 2022, unless sooner terminated
19 as provided in this Agreement, or unless the services or the Project is completed sooner.
20 City shall have the option to extend the term of this Agreement for three (3) additional one-
21 year periods, at the discretion of City Manager.

22 3. COORDINATION AND ORGANIZATION.

23 A. Contractor shall coordinate its performance with City's
24 representative, if any, named in Exhibit "B", attached to this Agreement and
25 incorporated by this reference. Contractor shall advise and inform City's
26 representative of the work in progress on the Project in sufficient detail so as to
27 assist City's representative in making presentations and in holding meetings on the
28 Project. City shall furnish to Contractor information or materials, if any, described in

1 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall
2 perform any other tasks described in the Exhibit.

3 B. The parties acknowledge that a substantial inducement to City
4 for entering this Agreement was and is the reputation and skill of Contractor's key
5 employee, named in Exhibit "D" attached to this Agreement and incorporated by this
6 reference. City shall have the right to approve any person proposed by Contractor
7 to replace that key employee.

8 C. Contractor will provide staff, and obtain all volunteers and
9 sponsors to provide Clinics.

10 4. INDEPENDENT CONTRACTOR. In performing its services,
11 Contractor is and shall act as an independent contractor and not an employee,
12 representative or agent of City. Contractor shall have control of Contractor's work and the
13 manner in which it is performed. Contractor shall be free to contract for similar services to
14 be performed for others during this Agreement; provided, however, that Contractor acts in
15 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
16 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
17 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
18 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
19 the usual and customary rights, benefits or privileges of City employees. Contractor
20 expressly warrants that neither Contractor nor any of Contractor's employees or agents
21 shall represent themselves to be employees or agents of City.

22 5. INSURANCE.

23 A. As a condition precedent to the effectiveness of this
24 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
25 duration of this Agreement, from insurance companies that are admitted to write
26 insurance in California and have ratings of or equivalent to A:V by A.M. Best
27 Company or from authorized non-admitted insurance companies subject to Section
28 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII

1 by A.M. Best Company, the following insurance:

2 (a) Commercial general liability insurance (equivalent in scope to
3 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
4 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
5 coverage shall include but not be limited to broad form contractual liability,
6 cross liability, independent contractors liability, and products and completed
7 operations liability. City, its boards and commissions, and their officials,
8 employees and agents shall be named as additional insureds by
9 endorsement (on City's endorsement form or on an endorsement equivalent
10 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
11 shall contain no special limitations on the scope of protection given to City,
12 its boards and commissions, and their officials, employees and agents. This
13 policy shall be endorsed to state that the insurer waives its right of
14 subrogation against City, its boards and commissions, and their officials,
15 employees and agents.

16 (b) Workers' Compensation insurance as required by the California
17 Labor Code and employer's liability insurance in an amount not less than
18 \$1,000,000. This policy shall be endorsed to state that the insurer waives
19 its right of subrogation against City, its boards and commissions, and their
20 officials, employees and agents.

21 (c) Professional liability or errors and omissions insurance in an
22 amount not less than \$1,000,000 per claim.

23 (d) Commercial automobile liability insurance (equivalent in scope
24 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
25 amount not less than \$500,000 combined single limit per accident.

26 B. Any self-insurance program, self-insured retention, or
27 deductible must be separately approved in writing by City's Risk Manager or
28 designee and shall protect City, its officials, employees and agents in the same

1 manner and to the same extent as they would have been protected had the policy
2 or policies not contained retention or deductible provisions.

3 C. Each insurance policy shall be endorsed to state that coverage
4 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
5 written notice to City, shall be primary and not contributing to any other insurance
6 or self-insurance maintained by City, and shall be endorsed to state that coverage
7 maintained by City shall be excess to and shall not contribute to insurance or self-
8 insurance maintained by Contractor. Contractor shall notify City in writing within five
9 (5) days after any insurance has been voided by the insurer or cancelled by the
10 insured.

11 D. If this coverage is written on a "claims made" basis, it must
12 provide for an extended reporting period of not less than one hundred eighty (180)
13 days, commencing on the date this Agreement expires or is terminated, unless
14 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
15 continuing coverage for a period of not less than three (3) years, commencing on
16 the date this Agreement expires or is terminated.

17 E. Contractor shall require that all sub-contractors or contractors
18 that Contractor uses in the performance of these services maintain insurance in
19 compliance with this Section unless otherwise agreed in writing by City's Risk
20 Manager or designee.

21 F. Prior to the start of performance, Contractor shall deliver to City
22 certificates of insurance and the endorsements for approval as to sufficiency and
23 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
24 insurance, furnish to City certificates of insurance and endorsements evidencing
25 renewal of the insurance. City reserves the right to require complete certified copies
26 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
27 time. Contractor shall make available to City's Risk Manager or designee all books,
28 records and other information relating to this insurance, during normal business

1 hours.

2 G. Any modification or waiver of these insurance requirements
3 shall only be made with the approval of City's Risk Manager or designee. Not more
4 frequently than once a year, City's Risk Manager or designee may require that
5 Contractor, Contractor's sub-Contractors and contractors change the amount,
6 scope or types of coverages required in this Section if, in his or her sole opinion, the
7 amount, scope or types of coverages are not adequate.

8 H. The procuring or existence of insurance shall not be construed
9 or deemed as a limitation on liability relating to Contractor's performance or as full
10 performance of or compliance with the indemnification provisions of this Agreement.

11 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
12 contemplates the personal services of Contractor and Contractor's employees, and the
13 parties acknowledge that a substantial inducement to City for entering this Agreement was
14 and is the professional reputation and competence of Contractor and Contractor's
15 employees. Contractor shall not assign its rights or delegate its duties under this
16 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
17 of City, except that Contractor may with the prior approval of the City Manager of City,
18 assign any moneys due or to become due Contractor under this Agreement. Any
19 attempted assignment or delegation shall be void, and any assignee or delegate shall
20 acquire no right or interest by reason of an attempted assignment or delegation.
21 Furthermore, Contractor shall not subcontract any portion of its performance without the
22 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
23 or contractor without approval prior to the substitution. Nothing stated in this Section shall
24 prevent Contractor from employing as many employees as Contractor deems necessary
25 for performance of this Agreement.

26 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
27 certifies that, at the time Contractor executes this Agreement and for its duration,
28 Contractor does not and will not perform services for any other client which would create a

1 conflict, whether monetary or otherwise, as between the interests of City and the interests
2 of that other client. And, Contractor shall obtain similar certifications from Contractor's
3 employees, sub-Contractors and contractors.

4 8. MATERIALS. Contractor shall furnish all labor and supervision,
5 supplies, materials, tools, machinery, equipment, appliances, transportation and services
6 necessary to or used in the performance of Contractor's obligations under this Agreement,
7 except as stated in Exhibit "C".

8 9. OWNERSHIP OF DATA. All materials, information and data
9 prepared, developed or assembled by Contractor or furnished to Contractor in connection
10 with this Agreement, including but not limited to documents, estimates, calculations,
11 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
12 models, reports, summaries, drawings, designs, notes, plans, information, material and
13 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
14 and City shall have the unrestricted right to use and disclose the Data in any manner and
15 for any purpose without payment of further compensation to Contractor. Copies of Data
16 may be retained by Contractor but Contractor warrants that Data shall not be made
17 available to any person or entity for use without the prior approval of City. This warranty
18 shall survive termination of this Agreement for five (5) years.

19 10. TERMINATION. Either party shall have the right to terminate this
20 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior
21 notice to the other party. In the event of termination under this Section, City shall pay
22 Contractor for services satisfactorily performed and costs incurred up to the effective date
23 of termination for which Contractor has not been previously paid. The procedures for
24 payment in Section 1.C with regard to invoices shall apply. On the effective date of
25 termination, Contractor shall deliver to City all Data developed or accumulated in the
26 performance of this Agreement, whether in draft or final form, or in process. And,
27 Contractor acknowledges and agrees that City's obligation to make final payment is
28 conditioned on Contractor's delivery of the Data to City.

1 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
2 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
3 performing its services, during the term of this Agreement and for five (5) years following
4 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
5 all information, whether written, oral or visual, obtained by any means whatsoever in the
6 course of performing its services for the same period of time. Contractor shall not disclose
7 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
8 of others except for the purpose of this Agreement.

9 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
10 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
11 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
12 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
13 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
14 to subpoena or court order.

15 13. ADDITIONAL SERVICES. The City has the right at any time during
16 the performance of the services, without invalidating this Agreement, to order extra work
17 beyond that specified in Exhibit "A" or make changes by altering, adding to or deducting
18 from the work. No extra work may be undertaken unless a written order is first given by
19 the City, incorporating any adjustment in the Agreement Sum, or the time to perform this
20 Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement
21 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved
22 by the City Representative. Any greater increases, taken either separately or cumulatively,
23 must be approved by the City Council. It is expressly understood by Contractor that the
24 provisions of this paragraph do not apply to services specifically set forth in Exhibit "A" or
25 reasonably contemplated in Exhibit "A". Contractor acknowledges that it accepts the risk
26 that the services to be provided pursuant to Exhibit "A" may be more costly or time
27 consuming than Contractor anticipates and that Contractor will not be entitled to additional
28 compensation for the services set forth in the Exhibit "A".

1 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
2 from any amount payable to Contractor (whether or not arising out of this Agreement) any
3 amounts the payment of which may be in dispute or that are necessary to compensate the
4 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
5 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
6 performing or failing to perform Contractor's obligations under this Agreement. In the event
7 that any claim is made by a third party, the amount or validity of which is disputed by
8 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
9 City may withhold from any payment due, without liability for interest because of the
10 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
11 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
12 indemnify and protect the City as elsewhere provided in this Agreement.

13 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
14 amended, nor any provision or breach waived, except in writing signed by the parties which
15 expressly refers to this Agreement.

16 16. LAW. This Agreement shall be construed in accordance with the laws
17 of the State of California, and the venue for any legal actions brought by any party with
18 respect to this Agreement shall be the County of Los Angeles, State of California for state
19 actions and the Central District of California for any federal actions. Contractor shall cause
20 all work performed in connection with construction of the Project to be performed in
21 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
22 county or municipal governments or agencies (including, without limitation, all applicable
23 federal and state labor standards, including the prevailing wage provisions of sections 1770
24 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
25 marshal, health officer, building inspector, or other officer of every governmental agency
26 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
27 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
28 conflict with any applicable laws, but the remainder of the Agreement will remain in full

1 force and effect.

2 17. PREVAILING WAGES.

3 A. Contractor agrees that all public work (as defined in California
4 Labor Code section 1720) performed pursuant to this Agreement (the "Public
5 Work"), if any, shall comply with the requirements of California Labor Code sections
6 1770 *et seq.* City makes no representation or statement that the Project, or any
7 portion thereof, is or is not a "public work" as defined in California Labor Code
8 section 1720.

9 B. In all bid specifications, contracts and subcontracts for any
10 such Public Work, Contractor shall obtain the general prevailing rate of per diem
11 wages and the general prevailing rate for holiday and overtime work in this locality
12 for each craft, classification or type of worker needed to perform the Public Work,
13 and shall include such rates in the bid specifications, contract or subcontract. Such
14 bid specifications, contract or subcontract must contain the following provision: "It
15 shall be mandatory for the contractor to pay not less than the said prevailing rate of
16 wages to all workers employed by the contractor in the execution of this contract.
17 The contractor expressly agrees to comply with the penalty provisions of California
18 Labor Code section 1775 and the payroll record keeping requirements of California
19 Labor Code section 1771."

20 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement.

23 19. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
2 in part, out of or in connection with (1) Contractor's breach or failure to comply with
3 any of its obligations contained in this Agreement, including all applicable federal
4 and state labor requirements including, without limitation, the requirements of
5 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
6 omissions or misrepresentations committed by Contractor, its officers, employees,
7 agents, subcontractors, or anyone under Contractor's control, in the performance of
8 work or services under this Agreement (collectively "Claims" or individually "Claim").

9 B. In addition to Contractor's duty to indemnify, Contractor shall
10 have a separate and wholly independent duty to defend Indemnified Parties at
11 Contractor's expense by legal counsel approved by City, from and against all
12 Claims, and shall continue this defense until the Claims are resolved, whether by
13 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
14 breach, or the like on the part of Contractor shall be required for the duty to defend
15 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
16 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
17 in the defense.

18 C. If a court of competent jurisdiction determines that a Claim was
19 caused by the sole negligence or willful misconduct of Indemnified Parties,
20 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
21 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
22 percentage of willful misconduct attributed by the court to the Indemnified Parties.

23 D. The provisions of this Section shall survive the expiration or
24 termination of this Agreement.

25 20. FORCE MAJEURE. If any party fails to perform its obligations
26 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
27 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
28 governmental regulations, governmental controls, judicial orders, enemy or hostile

1 governmental action, civil commotion, fire or other casualty, or other causes beyond the
2 reasonable control of the party obligated to perform, then that party's performance will be
3 excused for a period equal to the period of such cause for failure to perform.

4 21. AMBIGUITY. In the event of any conflict or ambiguity between this
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 22. NONDISCRIMINATION. In connection with performance of this
7 Agreement and subject to applicable rules and regulations, Contractor shall not
8 discriminate against any employee or applicant for employment because of race, religion,
9 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,
10 handicap or disability. Contractor shall ensure that applicants are employed, and that
11 employees are treated during their employment, without regard to these bases. These
12 actions shall include, but not be limited to, the following: employment, upgrading, demotion
13 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or
14 other forms of compensation; and selection for training, including apprenticeship.

15 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
16 accordance with the provisions of the Ordinance, this Agreement is subject to the
17 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
18 Long Beach Municipal Code, as amended from time to time.

19 A. During the performance of this Agreement, the Contractor
20 certifies and represents that the Contractor will comply with the EBO. The
21 Contractor agrees to post the following statement in conspicuous places at its place
22 of business available to employees and applicants for employment:

23 "During the performance of a contract with the City of Long Beach, the
24 Contractor will provide equal benefits to employees with spouses and its
25 employees with domestic partners. Additional information about the City of
26 Long Beach's Equal Benefits Ordinance may be obtained from the City of
27 Long Beach Business Services Division at 562-570-6200."

28 B. The failure of the Contractor to comply with the EBO will be

1 deemed to be a material breach of the Agreement by the City.

2 C. If the Contractor fails to comply with the EBO, the City may
3 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
4 to become due under the Agreement may be retained by the City. The City may
5 also pursue any and all other remedies at law or in equity for any breach.

6 D. Failure to comply with the EBO may be used as evidence
7 against the Contractor in actions taken pursuant to the provisions of Long Beach
8 Municipal Code 2.93 et seq., Contractor Responsibility.

9 E. If the City determines that the Contractor has set up or used its
10 contracting entity for the purpose of evading the intent of the EBO, the City may
11 terminate the Agreement on behalf of the City. Violation of this provision may be
12 used as evidence against the Contractor in actions taken pursuant to the provisions
13 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

14 24. NOTICES. Any notice or approval required by this Agreement shall
15 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
16 postage prepaid, addressed to Contractor at the address first stated above, and to the
17 Parks, Recreation and Marine Department at 2760 Studebaker Road, Long Beach,
18 California 90815, Attn: Director, with a copy to the City at 411 West Ocean Boulevard, Long
19 Beach, CA 90802, Attn: City Manager. Notice of change of address shall be given in the
20 same manner as stated for other notices. Notice shall be deemed given on the date
21 deposited in the mail or on the date personal delivery is made, whichever occurs first.

22 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
23 that Contractor has not employed or retained any entity or person to solicit or obtain this
24 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
25 commission or other monies based on or from the award of this Agreement. If Contractor
26 breaches this warranty, City shall have the right to terminate this Agreement immediately
27 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
28 due under this Agreement or otherwise recover the full amount of the fee, commission or

1 other monies.

2 26. WAIVER. The acceptance of any services or the payment of any
3 money by City shall not operate as a waiver of any provision of this Agreement or of any
4 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
5 Agreement shall not constitute a waiver of any other or subsequent breach of this
6 Agreement.

7 27. CONTINUATION. Termination or expiration of this Agreement shall
8 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
9 18, 21 and 28 prior to termination or expiration of this Agreement.

10 28. TAX REPORTING. As required by federal and state law, City is
11 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
12 Contractor shall be solely responsible for payment of all federal and state taxes resulting
13 from payments under this Agreement. Contractor shall submit Contractor's Employer
14 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
15 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
16 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
17 Contractor provides one of these numbers.

18 29. ADVERTISING. All advertising, website, social media, and
19 publications for the Clinics shall have the prior written approval of PRM. Contractor shall
20 not use the name of City, its officials or employees in any advertising or solicitation for
21 business or as a reference, without the prior approval of the City Manager or designee.

22 30. PARK PERMITS AND FEES. Contractor will obtain park permits to
23 reserve a park as approved in advance by PRM. PRM will waive all park reservation fees
24 for Clinics held outdoors in City parks.

25 31. DONATIONS AND SPONSORSHIPS. Contractor is a nonprofit
26 organization and will solicit individuals, corporations, and foundations for donations and
27 sponsorships to help underwrite Contractor's expenses to hold the Clinics.

28 32. PARK RESTROOMS. PRM will provide one staff person per Clinic,

1 at no charge to Contractor, to open community center restrooms during non-City staffed
2 hours.

3 33. INSPECTION. PRM shall have the right to inspect and observe
4 Contractor's operation at any reasonable time. Contractor shall not hinder, impede,
5 interfere with or obstruct any such inspection or observation. During these inspections or
6 observations, PRM shall have the right to utilize photographic devices or other instruments
7 to record conditions of the operation.

8 34. OUTREACH SERVICES. PRM may partner with Contractor, at the
9 PRM's discretion, at Clinics to provide community pet outreach services, such as, but not
10 limited to, hosting information tables, showcasing animals for adoption, or provide any
11 other shelter-related public services as determined by PRM.

12 35. AUDIT. City shall have the right at all reasonable times during the
13 term of this Agreement and for a period of five (5) years after termination or expiration of
14 this Agreement to examine, audit, inspect, review, extract information from and copy all
15 books, records, accounts and other documents of Contractor relating to this Agreement.

16 36. THIRD PARTY BENEFICIARY. This Agreement is not intended or
17 designed to or entered for the purpose of creating any benefit or right for any person or
18 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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

THE FIX PROJECT, DBA FIX LONG BEACH, a California nonprofit organization

Feb 12, 2020

By [Signature]
Name Magueline Nelson
Title Secretary

Feb 13,, 2020

By [Signature]
Name Diane Klien
Title President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 13, 2020

By [Signature]
City Manager

EXECUTED PURSUANT
"City" TO SECTION 301 OF
THE CITY CHARTER, 2021

This Agreement is approved as to form on MARCH 24, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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

THE FIX PROJECT, DBA FIX LONG BEACH, a California nonprofit organization

Feb 12, 2020

By [Signature]
Name Jacqueline Nielsen
Title Secretary

Feb 12, 2020

By [Signature]
Name Diana Kikawa
Title President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2020

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2020.

CHARLES PARKIN, City Attorney

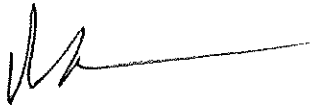
By _____
Deputy

EXHIBIT “A”

Mobile Community Spay/Neuter Program

Fix Long Beach (FIX) is a grass roots non-profit organization in the City of Long Beach that is committed to reducing animal overpopulation and shelter euthanasia by providing free spay/neuter services for dogs and cats owned by low income residents of Long Beach. In order to continue to offer this vital service to the community, FIX would like to make a proposal to Long Beach Animal Care Services (ACS) to help cover the cost of providing this service under the following general guidelines.

1. FIX will provide free public spay/neuter surgeries to dogs and cats owned by low income Long Beach residents in local parks through the use of a mobile spay/neuter clinic.
2. FIX will arrange, in advance, clinic-day public appointments for free and donation-based spay/neuter surgeries and other services for dogs and cats.
3. FIX will handle all facets of the clinics including scheduling, booking the mobile clinic, and all activities on site during the clinics.
4. FIX will have a maximum of spaying/neutering 50 animals per clinic.
5. ACS will obtain City permits to allow FIX to conduct the clinics on City parks, with park locations to be determined by FIX with approval from ACS.
6. FIX may host a maximum of 18 annual public spay/neuter clinics in Long Beach parks each year. FIX will notify ACS, in writing, with a minimum of one month notice in advance of each clinic.
7. ACS will pay FIX \$25 per animal altered at the clinics.
8. FIX will provide ACS the name, address and contact information of the owner(s) of each animal altered, as well as proof of spay/neuter and rabies certificate, if applicable
9. FIX clinic coordinator: Diana Kliche. ACS Coordinator: Christine Amaya.



Diana Kliche
President, Fix Long Beach
3351 Ridge Park Court
Long Beach, CA 90804

10/12/2020
Date

Tax ID: 46-4034113

EXHIBIT “B”

City’s Representative(s):

Christine Amaya

(562) 570-4893

Christine.Amaya@longbeach.gov

EXHIBIT “C”

Materials/Information Furnished: None

EXHIBIT “D”

Consultant’s Key Employee(s):

Diana Kliche, President