

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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COOPERATIVE AGREEMENT

(Shared Use of a Spay/Neuter Trailer)

36638

THIS AGREEMENT is made and entered, in duplicate, as of April 24, 2023, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on April 18, 2023, by and between HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY, a Colorado nonprofit ("CATPAWS"), with a place of business at 1198 Pacific Coast Highway, Suite D-227, Seal Beach, California 90740, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the Helen Sanders Cat Protection and Welfare Society (CATPAWS) is a 501(c)(3) non-profit organization established in 2010 dedicated to help abandoned and stray felines;

WHEREAS, CATPAWS has been a partner and supporter of Long Beach Animal Care Services, operating as a feline rescue organization and offering spay/neuter assistance; and

WHEREAS, CATPAWS procured a customer built spay-neuter trailer to expand these services and reach out to more parts of the community; and

WHEREAS, CATPAWS proposes to enter into an Agreement with the City and City to provide for the shared use and operation of its Spay/Neuter Trailer;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. PREMISES. CATPAWS is the sole owner of the subject Trailer ("Trailer"). CATPAWS hereby authorizes the exclusive use of the Trailer by the City of Long Beach Animal Care Services ("LBACS" or "City"), as provided in this Agreement. The Trailer shall be parked pursuant to the terms of the Right of Entry Permit between the City of Long Beach and CATPAWS dated April 24, 2023.

2. TERM. The initial term of this Agreement shall commence on May 1, 2023 ("Commencement Date") and continue for five (5) years from the Commencement

1 Date, and shall end on April 30, 2028 ("Termination Date"). This Agreement may be  
2 renewed for two (2) two-year renewal options through April 30, 2032, at the discretion of  
3 the City Manager. Either party may terminate the Cooperative Agreement within thirty (30)  
4 days' written notice. The City and CATPAWS acknowledge and agree that the Cooperative  
5 Agreement and Right of Entry Permit are mutually dependent and the termination of either  
6 the Cooperative Agreement and Right of Entry Permit shall be deemed and shall  
7 immediately cause the termination of the other.

8 3. USE AND ACCESS.

9 A. LBACS shall have exclusive use of the Trailer as requested, so  
10 long as LBACS provides CATPAWS 30 days written notice to reserve the Trailer.

11 B. CATPAWS shall have exclusive use of the Trailer for dates and  
12 times not already mutually agreed to for use by LBACS.

13 C. LBACS and CATPAWS will keep a shared calendar to  
14 coordinate use of the Trailer.

15 D. No other party may access the Trailer under the Right of Entry  
16 permit without the mutual consent of both LBACS and CATPAWS.

17 E. Any use of the Trailer by any other organization(s) shall be at  
18 the mutual agreement of both LBACS and CATPAWS. Agreement to such usage  
19 shall not be unreasonably withheld, and the utilizing party shall conduct operations  
20 in the Trailer that are consistent with the goals and objectives of CATPAWS and  
21 LBACS.

22 4. MEDICINES AND CONTROLLED SUBSTANCES. CATPAWS and  
23 LBACS shall each maintain and control their own supply of medicines and drugs, including  
24 controlled substances, as defined by law. Both parties shall enforce the controls required  
25 by federal, state and local laws and regulations, and be responsible for the security of its  
26 own controlled substances.

27 5. OUTFITTING/EQUIPMENT. CATPAWS shall be responsible for  
28 outfitting and equipping the Trailer, and both LBACS and CATPAWS shall each be

1 responsible for supplying the Trailer of supplies and restocking any supplies used.

2           6.     REGULATORY COMPLIANCE. CATPAWS shall obtain and maintain  
3 its own Use Permit from the California Veterinary Medical Board as well as its own DEA  
4 Registration Certificate and all applicable federal, state, county and/or local licenses,  
5 permits and certifications.

6           7.     STANDARD OF CARE. LBACS and CATPAWS will use and maintain  
7 standards compatible with the Association of Shelter Veterinarians' Veterinary Medical  
8 Care Guidelines for Spay-Neuter Programs.

9           8.     STAFFING. CATPAWS shall hire, supervise, and compensate the  
10 staff it requires for the days that it operates the Trailer, and shall pay any applicable taxes,  
11 withholdings, workers' compensation insurance, and all other standard requirements for  
12 employers. CATPAWS will also exercise appropriate supervision of its volunteers and  
13 contractors. All CATPAWS volunteers shall meet the same requirements as LBACS  
14 "Rescue Partners," and undergo the same orientation and training as "Rescue Partners,"  
15 including completion of an application and required screening.

16           9.     INSURANCE. As a condition precedent to the effectiveness of this  
17 Agreement, CATPAWS shall procure and maintain, at CATPAWS's expense for the  
18 duration of this Agreement, from insurance companies that are admitted to write insurance  
19 in California and have ratings of or equivalent to A:V by A.M. Best Company or from  
20 authorized non-admitted insurance companies subject to Section 1763 of the California  
21 Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the  
22 following insurance:

23           A.     Commercial general liability insurance equivalent in scope to  
24 ISO form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than \$1,000,000  
25 per each occurrence and \$2,000,000 general aggregate. This coverage shall  
26 include but not be limited to broad form contractual liability, cross liability,  
27 independent contractors liability, and products and completed operations liability.  
28 City, its boards and commissions, and their officials, employees and agents shall be

1 named as additional insureds by endorsement on City's endorsement form or on an  
2 endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85  
3 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37  
4 07 04, and this insurance shall contain no special limitations on the scope of  
5 protection given to City, its boards and commissions, and their officials, employees  
6 and agents. This policy shall be endorsed to state that the insurer waives its right  
7 of subrogation against City, its boards and commissions, and their officials,  
8 employees and agents.

9 B. Workers' Compensation insurance as required by the California  
10 Labor Code and employer's liability insurance in an amount not less than  
11 \$1,000,000 per accident or occupational illness. This policy shall be endorsed to  
12 state that the insurer waives its right of subrogation against City, its boards and  
13 commissions, and their officials, employees and agents.

14 C. Professional liability or errors and omissions insurance in an  
15 amount not less than \$1,000,000 per claim.

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

19 E. Special perils ("All Risk") property insurance in an amount  
20 sufficient to cover the full replacement value of CATPAWS's personal property,  
21 improvements and equipment on the Premises.

22 F. Any self-insurance program, self-insured retention, or  
23 deductible must be separately approved in writing by City's Risk Manager or  
24 designee and shall protect City, its officials, employees and agents in the same  
25 manner and to the same extent as they would have been protected had the policy  
26 or policies not contained retention or deductible provisions.

27 G. Each insurance policy shall be endorsed to state that coverage  
28 shall not be reduced, non-renewed or canceled except after thirty (30) days prior

1 written notice to City, shall be primary and not contributing to any other insurance  
2 or self-insurance maintained by City, and shall be endorsed to state that coverage  
3 maintained by City shall be excess to and shall not contribute to insurance or self-  
4 insurance maintained by CATPAWS. CATPAWS shall notify City in writing within  
5 five (5) days after any insurance has been voided by the insurer or cancelled by the  
6 insured.

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

13 I. CATPAWS shall require that all subcontractors or contractors  
14 that CATPAWS uses in the performance of these services maintain insurance in  
15 compliance with this Section unless otherwise agreed in writing by City's Risk  
16 Manager or designee.

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

26 K. Any modification or waiver of these insurance requirements  
27 shall only be made with the approval of City's Risk Manager or designee. Not more  
28 frequently than once a year, City's Risk Manager or designee may require that

1 CATPAWS, CATPAWS's subcontractors and contractors change the amount,  
2 scope or types of coverages required in this Section if, in his or her sole opinion, the  
3 amount, scope or types of coverages are not adequate.

4 L. The procuring or existence of insurance shall not be construed  
5 or deemed as a limitation on liability relating to CATPAWS's performance or as full  
6 performance of or compliance with the indemnification provisions of this Agreement.

7 10. INDEMNIFICATION.

8 A. CATPAWS and the City agree to defend, indemnify, and hold  
9 harmless each other against any and all liability, expenses, and claims arising from  
10 their respective acts or omissions, including attorney's fees and costs. CATPAWS  
11 shall be responsible for damages caused by the negligence of its directors, officers,  
12 employees, and duly authorized volunteers occurring in the performance of this  
13 Agreement. City shall be responsible for damages caused by the negligence of its  
14 directors, officers, employees, and duly authorized volunteers occurring in the  
15 performance of this Agreement. It is the intention of CATPAWS and the City that the  
16 provisions of this paragraph be interpreted to impose on each party responsibility  
17 for the negligence of their respective directors, officers, employees, and duly  
18 authorized volunteers.

19 B. The provisions of this Section shall survive the expiration or  
20 termination of this Agreement.

21 11. MAINTENANCE, CUSTODIAL. LBACS and CATPAWS shall each be  
22 responsible for its own custodial and upkeep, including trash removal, disinfection, and  
23 hazardous waste removal during the respective periods of use, and agrees to remove all  
24 trash and leave the Trailer in a clean and orderly condition upon the conclusion of its period  
25 of use.

26 12. INDEPENDENT CONTRACTOR. In performing its services,  
27 CATPAWS and its agents, volunteers, contractors, and employees, are and shall act as  
28 independent contractors and not employees, representatives, or agents of City.

1 CATPAWS shall have control of CATPAWS's work and the manner in which it is performed.  
2 CATPAWS shall be free to contract for similar services to be performed for others during  
3 this Agreement provided, however, CATPAWS acknowledges and agrees that:

4           A. City will not withhold taxes of any kind from any payments to  
5 CATPAWS;

6           B. City will not secure workers' compensation or pay  
7 unemployment insurance to, for, or on CATPAWS's behalf; and

8           C. City will not provide and CATPAWS and its agents, volunteers,  
9 contractors, and employees, are not entitled to any of the usual and customary  
10 rights, benefits or privileges of City employees. CATPAWS expressly warrants that  
11 neither CATPAWS nor any of CATPAWS's employees or agents shall represent  
12 themselves to be employees or agents of City.

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

28           14. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which  
2 expressly refers to this Agreement.

3 15. GOVERNING LAW. This Agreement shall be construed in  
4 accordance with the laws of the State of California, and the venue for any legal actions  
5 brought by any party with respect to this Agreement shall be the County of Los Angeles,  
6 State of California for state actions and the Central District of California for any federal  
7 actions. CATPAWS shall cause all work performed in connection with construction of the  
8 Project to be performed in compliance with (1) all applicable laws, ordinances, rules and  
9 regulations of federal, state, county or municipal governments or agencies (including,  
10 without limitation, all applicable federal and state labor standards, including the prevailing  
11 wage provisions of sections 1770 et seq. of the California Labor Code); and (2) all  
12 directions, rules and regulations of any fire marshal, health officer, building inspector, or  
13 other officer of every governmental agency now having or hereafter acquiring jurisdiction.

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

17 17. AMBIGUITY. In the event of any conflict or ambiguity between this  
18 Agreement and any Exhibit, the provisions of this Agreement shall govern.

19 18. NONDISCRIMINATION.  
20 A. In connection with performance of this Agreement and subject  
21 to applicable rules and regulations, CATPAWS shall not discriminate against any  
22 employee or applicant for employment because of race, religion, national origin,  
23 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
24 disability. CATPAWS shall ensure that applicants are employed, and that  
25 employees are treated during their employment, without regard to these bases.  
26 These actions shall include, but not be limited to, the following: employment,  
27 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
28 termination; rates of pay or other forms of compensation; and selection for training,



1 including apprenticeship.

2 B. It is the policy of City to encourage the participation of  
3 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
4 procurement process, and CATPAWS agrees to use its best efforts to carry out this  
5 policy in its use of subcontractors and contractors to the fullest extent consistent  
6 with the efficient performance of this Agreement. CATPAWS may rely on written  
7 representations by subcontractors and contractors regarding their status.  
8 CATPAWS shall report to City in May and in December or, in the case of short-term  
9 agreements, prior to invoicing for final payment, the names of all subcontractors and  
10 contractors hired by CATPAWS for this Project and information on whether or not  
11 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
12 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

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

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

26 B. The failure of CATPAWS to comply with the EBO will be  
27 deemed to be a material breach of the Agreement by the City.

28 C. If CATPAWS fails to comply with the EBO, the City may cancel,

1 terminate or suspend the Agreement, in whole or in part, and monies due or to  
2 become due under the Agreement may be retained by the City. The City may also  
3 pursue any and all other remedies at law or in equity for any breach.

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

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

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

20 21. NO WAIVER. The acceptance of any services or the payment of any  
21 money by City shall not operate as a waiver of any provision of this Agreement or of any  
22 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
23 Agreement shall not constitute a waiver of any other or subsequent breach of this  
24 Agreement.

25 22. TAX REPORTING. As required by federal and state law, City is  
26 obligated to and will report the payment of compensation to CATPAWS on Form 1099-  
27 Misc. CATPAWS shall be solely responsible for payment of all federal and state taxes  
28 resulting from payments under this Agreement. CATPAWS shall submit CATPAWS's

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1 Employer Identification Number (EIN), or CATPAWS's Social Security Number if  
2 CATPAWS does not have an EIN, in writing to City's Accounts Payable, Department of  
3 Financial Management. CATPAWS acknowledges and agrees that City has no obligation  
4 to pay CATPAWS until CATPAWS provides one of these numbers.

5           23. ADVERTISING. CATPAWS shall not use the name of City, its officials  
6 or employees in any advertising or solicitation for business or as a reference, without the  
7 prior approval of the City Manager or designee.

8           24. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
9 designed to or entered for the purpose of creating any benefit or right for any person or  
10 entity of any kind that is not a party to this Agreement.

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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.

HELEN SANDERS CAT PROTECTION AND WELFARE SOCIETY, a Colorado nonprofit

7/18/23, 2023

By [Signature]  
Name ERORAH FELIN MAGALDI  
Title DIRECTOR

7/19/23, 2023

By [Signature]  
Name Aimelle Alicia Felin  
Title President

"CATPAWS"

CITY OF LONG BEACH, a municipal corporation

8-02, 2023

By [Signature]

City Manager  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on July 20th, 2023.

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

DAWN MCINTOSH, City Attorney

By [Signature]  
Deputy

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

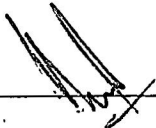
State of California  
County of Orange )

On JULY 19, 2023 before me, Kalpesh Bhatt (Notary Public)  
(insert name and title of the officer)

personally appeared DEBORAH J. FELLEN MASALDI AND ANNELLE AVIANI - BAUM  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

