

C-10

October 19, 2021

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

Authorize the City Manager, or designee, to execute a contract, and any related documents including any necessary amendments, with The Little Lion Foundation, of Long Beach, CA, to partner with Long Beach Animal Care Services for a kitten nursery, to be housed in a commercial property at 1179 East Wardlow Road, in an annual amount not to exceed \$50,000, from January 1, 2021 through December 31, 2022, with annual renewal options through December 31, 2025, at the discretion of the City Manager. (Citywide)

DISCUSSION

In January 2019, the City Council authorized the City Manager to execute an agreement with The Little Lion Foundation (LLF), to partner with Long Beach Animal Care Services (LBACS) and the Helen Sanders Cat Protection and Welfare Society (CatPAWS), for the Long Beach Little Paws Project (LBLPP). LLF is a nonprofit organization that operates and manages a kitten nursery under this partnership with the purpose of providing life-saving services to stray or abandoned kittens that are too young to feed themselves or too ill for adoption. LLF nurses kittens from LBACS through adoption. A goal was to increase the live release rate for cats, as cats are one of the largest groups of animals euthanized every year in animal shelters across the United States. Since the partnership was established, LBLPP has saved 780 kittens from euthanasia and placed them in their forever homes.

Recently, the City was notified that the partnership between CatPAWS and LLF was dissolved. LBACS is requesting to enter into a new agreement with LLF for continued operation of the kitten nursery.

Since the LBACS facility does not have sufficient space to house the LBLPP, LLF will continue providing services at the kitten nursery in a commercial property located at 1179 East Wardlow Road. The facility operates 24-hours a day, seven days per week, and is staffed by LLF employees and volunteers. LBACS evaluates and impounds underage kittens, paying LLF \$100 per kitten for food, shelter, and medical expenses. Additionally, LBACS provides a spay or neuter voucher per kitten to assist with the cost of alteration. LBACS inspects the kitten nursery unannounced to ensure the health and safety of the kittens. Kittens from the nursery are transferred to another rescue group for adoption once they are healthy and old enough or are adopted by the public directly through LLF. The proposed contract will contain the following major provisions:

- Term: Two-years, January 1, 2021 through December 31, 2022.
- Options to Renew: Upon agreement by all parties and available LBACS funding, the contract may be renewed on an annual basis through December 31, 2025, as approved by the City Manager, or designee.
- Kitten Nursery: LLF will be responsible for all funding, staff, volunteers, the location, rent, equipment, medical care, and supplies, etc., using best practices to operate and maintain the kitten nursery, in any location, in a manner acceptable to LBACS. LBACS-impounded stray and abandoned kittens, generally under eight weeks old, will be evaluated by LBACS, and those selected for the kitten nursery will be transferred to care of the LLF as quickly as possible after examination and vaccination, if age appropriate, by LBACS. LLF will accept ownership and will pick up kittens from LBACS and transport them to the kitten nursery, or to a veterinary hospital for care, if needed. LLF will have the right to refuse to accept any kittens selected by LBACS for any reason.
- LLF: Will accept the underage and unweaned kittens from LBACS and provide enough volunteers and/or staff to ensure appropriate level of care is provided to all kittens and utilize best practices and efforts to provide appropriate medical treatment, care, and feeding to the underage and unweaned kittens housed in the nursery. LLF will maintain detailed records for each individual kitten and allow LBACS to inspect such records upon request. LLF will find appropriate humane placement such as foster, transfer to another rescue, or adoption for each kitten.
- Standard of Care: LLF will use and maintain standards compatible with the *Association of Shelter Veterinarian's Guidelines for Standards of Care in Animal Shelters* for the housing and care of the kittens.
- Recording-Keeping and Reporting: LLF will maintain detailed records for all kittens cared for by LLF and allow LBACS to inspect such records immediately upon request. The LLF records must include at a minimum, a picture and description of each kitten, feeding log, weight gain/loss, vaccinations, medical treatment, and outcome (i.e., transferred to another rescue, sent to foster family, adopted, died, etc.). On a quarterly basis ending March 31, June 30, September 30, and December 31, LLF will provide a report to LBACS showing the number of LBACS-provided kittens cared for and their outcome. LLF and LBACS will each appoint a representative(s) with appropriate knowledge and decision-making authority to attend meetings as needed.

- LBACS Payment to LLF: In exchange for the care of the LBACS-provided kittens, LBACS will pay \$100 per LBACS-provided and vaccinated kitten to LLF to cover all care for LBACS-provided kittens. Care may include vaccinations, medications, or illness and injury treatment, kitten food, and supplies for the LBACS-provided kittens, as well as the operation and maintenance of the LLF-operated kitten nursery. LBACS will not reimburse LLF for any expenses related to the kitten nursery (i.e., kitten care, rent, insurance, utilities, equipment, staff costs, etc.) beyond the \$100 per kitten. Other than the \$100 payment, no other fees will be charged by LBACS to LLF, nor LLF to LBACS. LLF will bill LBACS by the 15th of the month for the previous month for LBACS-provided kittens. Should LBACS funding not be available, LBACS will attempt to identify additional funding to continue to pay for LBACS-provided kittens throughout the term of the contract. Should funding not be available, and/or no additional funding is identified, LBACS reserves the right to discontinue their funding for LBACS-provided kittens upon 30-days written notice.
- Publicity: Where possible, LBACS will assist LLF with the promotion, marketing, adoption, and placement of kittens once they are suitable for adoption. LLF and LBACS will not use the other party's name, marks, or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without the prior written consent of the other parties.
- Permits: LLF will be responsible to obtain and pay for all required City permits, and any other permits that may be required for their operation.
- Notice of Cancellation: The contract is binding; however, any party may cancel the contract with a 30-day advance written notice to the other party.
- Insurance: LLF will provide insurance coverage as required and approved by the City's Risk Manager.

This matter was reviewed by Deputy City Attorney Anita Lakhani and Revenue Management Officer Geraldine Alejo on September 27, 2021.

TIMING CONSIDERATIONS

City Council action is requested on October 19, 2021, to allow the execution of the contract in a timely manner.

FISCAL IMPACT

Under the agreement, the City's total annual cost related to the care of kittens will not exceed \$50,000. The cost is currently unbudgeted. The Department will return to City Council with a request for appropriation to support actual expenditures, offset by Animal Care Donation trust revenues. Administrative costs, including publicity, are anticipated to be minimal and will be funded within the Department's current resources. If needed, LBACS and LLF will seek additional funding to continue the kitten nursery in subsequent years. It is estimated that the recommendation will save the lives of an estimated 500 kittens over the first year of the contract. This recommendation has no staffing impacts beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



BRENT DENNIS

DIRECTOR OF PARKS, RECREATION AND MARINE

BD:SS:SD:NV:AC:lh/vhd

APPROVED:



THOMAS B. MODICA
CITY MANAGER