



Legislation Text

File #: 19-0013, **Version:** 1

Recommendation to authorize City Manager, or designee, to execute an agreement, and any related documents, with the Helen Sanders Cat Protection and Welfare Society, of Boulder, CO, and The Little Lion Foundation, of Long Beach, CA, to partner with Long Beach Animal Care Services for the Long Beach Little Paws Project, to be housed in commercial property at 1179 East Wardlow Road, in Long Beach, from January 1, 2019 through December 31, 2019, with annual renewal options through December 31, 2023; and

Increase appropriations in the General Fund (GF) in the Parks, Recreation and Marine Department (PR) by \$50,000, offset by revenues from Animal Care Donation Trust Accounts. (Districts 5,7)

Stray or abandoned kittens that are too young to feed themselves, are too young for adoption or are ill, are one of the largest groups of animals euthanized every year in animal shelters across the United States. In a concerted effort to increase the live release rate for cats, Long Beach Animal Care Services (LBACS) would like to enter into an agreement with the Helen Sanders Cat Protection and Welfare Society (CatPAWS) and The Little Lions Foundation (LLF), to operate a Kitten Nursery in a commercial property at 1179 E. Wardlow Road, to nurse LBACS-provided kittens through to adoptable health and age.

CatPAWS and LLF will jointly operate and manage the Kitten Nursery under the title of the Long Beach Little Paws Project (LBLPP). In the past, LBACS has partnered with both CatPAWS and LLF to increase positive outcomes for this vulnerable kitten population. The LBLPP has a goal of saving up to 500 kittens during the first year of the partnership.

CatPAWS is a 501(c)(3) non-profit organization dedicated to help address the problem of abandoned and stray cats that perpetuate the tragedy of unwanted litters, though the promotion of spay/neuter education and provision of spay/neuter vouchers, and by providing care for kittens and cats to reduce animal shelter euthanasia rates. The LLF is a 501(c)(3) non-profit organization that is dedicated to saving the lives of orphaned or underaged kittens.

As the LBACS facility does not have available space for the Kitten Nursery, LBLPP has identified commercial property at 1179 E. Wardlow Road in Long Beach to house the Kitten Nursery, 24-hours a day, seven days a week. The LBLPP will identify and provide all staff and volunteers to tend to the kittens. LBACS will evaluate impounded underage kittens, then will pay LBLPP \$100 per kitten for kitten food, care and medical expenses until the kitten is of adoptable age. Additionally, LBACS will provide one spay/neuter voucher per kitten to assist with the cost to have each kitten altered before adoption. When kittens reach adoptable age (approximately 8-weeks old) LBLPP will be responsible to find appropriate humane

placement, such as foster care, transfer to another rescue, or adoption. LBACS will inspect the LBLPP Kitten Nursery as needed and in an unannounced manner to ensure the health and safety of the LBACS-provided kittens. LBLPP has filed for the required Conditional Use Permit (CUP) for their operation at 1179 E. Wardlow Road. The issuance of this Permit is contingent on the approval of the CUP by the City's Planning Commission.

The proposed Agreement will contain the following major provisions:

- Term: One-year, commencing January 1, 2019 through December 31, 2019.
- Renewal Options: Upon written request by all parties and available LBACS funding, the agreement may be renewed on an annual basis through December 31, 2023, as approved by the City Manager, or designee.
- Long Beach Little Paws Project (LBLPP): Both CatPAWS and LLF will operate jointly under the title of the Long Beach Little Paws Project (LBLPP).
- Project: LBLPP will be responsible for all funding, staff, volunteers, the location, equipment, medical care, and supplies to operate and maintain the Kitten Nursery 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 LBLPP Kitten Nursery will be transferred to the care of LBLPP as quickly as possible after examination and vaccination, if age appropriate, by LBACS. LBLPP will accept ownership and will pick up kittens from LBACS and transport them to the LBLPP Kitten Nursery, or to a veterinary hospital for care, if needed. LBLPP shall have the right to refuse to accept any kittens selected by LBACS for any reason.
- Project Staffing: LBLPP will be responsible to provide all staff, volunteers, and use best practices to ensure that all kittens are provided with food, clean housing, and additional medical care as needed, until the kittens are old enough to be transferred to another rescue group for adoption or are adopted by the public through LBLPP.
- Commercial Facility (Facility): LBLPP will be responsible to provide all funding, staff and volunteers to operate and maintain the Kitten Nursery at a commercial or other location (Facility) acceptable to LBACS. LBACS will be allowed to enter and inspect the Facility at any day and time in an unannounced manner. LBLPP shall be responsible to pay for all rent, utilities, equipment, and supplies to operate the LBLPP Kitten Nursery.
- Standard of Care: LBLPP 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: LBLPP will maintain detailed records for all kittens cared for by LBLPP, and allow LBACS to inspect such records immediately upon request. The LBLPP records will include at a minimum, a picture and description of each kitten, feeding log, weight gain/loss, vaccinations, medical treatment, and outcome (i.e. died, transferred to another rescue, sent to foster family, adopted, etc.). On a quarterly basis ending March 31, June 30, September 30 and December 31, LBLPP will provide a report to LBACS showing number of LBACS-provided kittens cared for and their outcome. LBLPP and LBACS will each appoint a representative(s) with appropriate knowledge and decision-making authority to attend Kitten Nursery update meetings as needed.

· LBACS Payment to LBLPP: In exchange for the care of the LBACS-provided kittens, LBACS will pay \$100 per LBACS-provided and vaccinated kitten to LBLPP 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 LBLPP-provided Facility. LBACS will not reimburse LBLPP for any expenses related to the Kitten Nursery (i.e., kitten care, rent, insurance, utilities, equipment, staff costs, etc.) beyond the \$100 per kitten. Should LBACS funding not be available, LBACS will attempt to identify additional funding to continue the Kitten Nursery throughout the term of the agreement. Should funding not be available, and/or no additional funding identified, LBACS reserves the right to discontinue their funding of the LBLPP Kitten Nursery upon 30 days written notice. Other than the \$100 payment, no other fees shall be charged by LBACS to LBLPP, nor LBLPP to LBACS. LBLPP will bill LBACS by the 15th of the month for the previous month for LBACS-provided kittens.

· Publicity: Where possible, LBACS will assist LBLPP with the promotion, marketing, adoption, and placement of kittens once they are suitable for adoption. CatPAWS, LLF and jointly as LBLPP, 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. Additionally, no one affiliated, staff or volunteer, with any party in this agreement will engage in negative verbal behavior or written posting towards another party on social media or other online or public venues or make negative, defamatory or inciting remarks about another party in this agreement. LBACS and LBLPP will jointly review any perceived negative behavior and/or written posting to come to a mutually agreeable resolution. If the violation cannot be resolved in an agreeable manner, then the violation may be grounds for Notice of Cancellation of the agreement. LBACS reserves the right to determine, at its sole discretion, what is negative verbal or written posting behavior.

- Permits: LBLPP 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: LBACS and LBLPP each reserve the right to terminate the agreement upon 30 days written notice to the other parties to this agreement.

This matter was reviewed by Deputy City Attorney Sarah E. Green on December 5, 2018 and by Revenue Management Officer Geraldine Alejo on December 10, 2018.

City Council action is requested on January 8, 2019, to allow the execution of the agreement in a timely manner.

Under the proposed agreement, the City's total cost related to the care of kittens transferred from Long Beach Animal Care Services (LBACS) and Long Beach Little Paws Project (LBLPP) is a not to exceed amount of \$50,000. An appropriation increase is requested in the amount of \$50,000 in the General Fund (GF) in the Parks, Recreation and Marine Department (PR), offset by revenues from Animal Care Donation Trust Accounts. If LBACS funding becomes unavailable, LBACS and LBLPP the will work together and seek additional funding to continue the Kitten Nursery in subsequent years. The City will have additional administrative costs associated with this agreement, including inspections and publicity. However, the Department anticipates that these costs will be minimal and will be funded within the Department's current resources. There is no local job impact associated with this recommendation.

Approve recommendation.

GERARDO MOUET
DIRECTOR OF PARKS, RECREATION AND MARINE

APPROVED:

PATRICK H. WEST
CITY MANAGER